



City of Richmond

Where History Meets Opportunity

Special Scheduled City Commission Meeting (in person)

600 Morton Street

Richmond, Texas 77469

Monday, October 30, 2023 at 4:30 P.M.

And

via Video/Telephone Conference call
(pursuant to Texas Government Code,
Section 551.125)

Join Zoom Meeting

<https://us06web.zoom.us/j/81622741889>

Meeting ID: 816 2274 1889

+13462487799,,81622741889# US (Houston)

Dial by your location

- +1 346 248 7799 US (Houston)

Meeting ID: 816 2274 1889

Mayor Rebecca K. Haas

Commissioner Terry Gaul

Commissioner Barry Beard

Commissioner Carl Drozd

Commissioner Alex BeMent

AGENDA

- A1. Call to Order, Quorum Determined and Meeting Declared Open.
- A2. Recite the Pledge of Allegiance to the U. S. Flag and the Texas Flag.
- A3. Public comments (Public comment is limited to a maximum of 3 minutes per item. No Deliberations with the Commission. Time may not be given to another speaker.)

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

City Commission Meeting Agenda

October 30, 2023

Page 1 of 3

- A4. Review and consider taking action on Ordinance No. 2023-28, authorizing the issuance of City of Richmond, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023A.
- A5. Review and discuss revising rules of Commission.

- A6. Adjourn to Executive Session, as authorized by Texas Government Code, Sections 551.071 Consultation with Attorney; 551.074 and 551.087, Economic Development Negotiations.

EXECUTIVE SESSION

In accordance with Chapter 551, Government Code, Vernon's Texas Code Annotated (V.T.C.A) (Open Meetings Law), "The City Commission may meet in a Closed Executive Meeting pursuant to provisions of the Open Meetings Law, Chapter 551, Government Code, V.T.C.A. in accordance with the authority contained in the following sections;" 551.071 Consultation with Attorney and 551.087, Deliberation Regarding Economic Incentives.

- E1. Executive Session for Real Estate and Consultation with Attorney.
 - 1. DelWebb Reuse Agreement/Sidewalk.
 - 2. Project Italy.
 - 3. Project Firehouse.
 - 4. Project Germany.

OPEN MEETING

- C1. Reconvene into Open Meeting, and take action on items, if necessary.
 - A. Del Webb Reuse Agreement/sidewalk.
 - B. Project Italy.
 - C. Project Firehouse.

- C2. Adjournment.

If, during the course of the meeting covered by this Agenda, the Commission shall

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determine that an executive session of the Commission, should be held or is required in relation to any item included in this Agenda, then such executive session, as authorized by the Texas Open Meetings Act, will be held by the Board at the date, hour, and place given in this Agenda concerning any and all subjects and for any and all purposes permitted by Sections 551.071-551.090 of the Texas Government Code, including, but not limited to, Section 551.071 – for purpose of consultation with attorney, on any or all subjects or matters authorized by law.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

The City of Richmond City Commission meetings are available to all persons regardless of disability. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations, should you require special assistance, must be made 48 hours prior to this meeting. Braille is not available. Please contact the City Secretary's office at (281) 342-5456 ex. 505 for needed accommodations.

If you have any questions, please let me know.
Terri Vela

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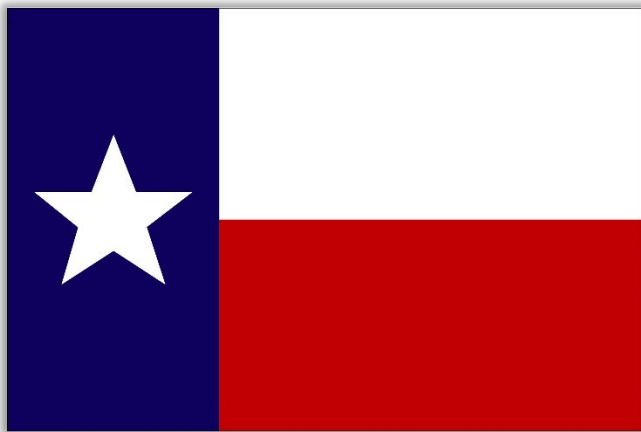
- A2. Recite the Pledge of Allegiance to the U. S. Flag and the Texas Flag.

The US Pledge of Allegiance



I pledge allegiance to the flag
of the United States of
America, And to the Republic
for which it stands, one
Nation Under God,
indivisible, with liberty and
justice for all.

Pledge to the Texas Flag



Honor the Texas flag; I
pledge allegiance to thee,
Texas, one state under God,
one and indivisible.



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Special Scheduled City Commission Meeting

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Monday, October 30, 2023 at 4:30 P.M.

- A4. Review and consider taking action on Ordinance No. 2023-28, authorizing the issuance of City of Richmond, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023A.

1. Recitals. It is hereby found and determined that the matters and facts set out in the preamble to this Ordinance are true and correct.

2. Definitions. Throughout this ordinance the following terms and expressions as used herein shall have the meanings set forth below:

“Act” means Subchapter C of Chapter 271, Texas Local Government Code.

“Business Day” means any day which is not a Saturday, Sunday, a day on which the Registrar is authorized by law or executive order to close, or a legal holiday.

“Certificate” or “Certificates” means the City of Richmond, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023A authorized in this Ordinance, unless the context clearly indicates otherwise.

“City” means the City of Richmond, Texas.

“Closing Date” means the date on which the Certificates are delivered to and paid for by the Initial Purchaser.

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

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

“Debt Service Fund” means the fund for payment of the Certificates established by the City in Section 20 of this Ordinance.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Initial Certificate” means the Initial Certificate authorized by Section 6(d).

“Interest Payment Date,” when used in connection with any Certificate, means March 1, 2024 and each March 1 and September 1 thereafter until maturity or prior redemption.

“Initial Purchaser” means the initial purchaser of the Certificates identified in Section 24 of this Ordinance.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means any person who shall be the registered owner of any outstanding Certificate.

“Record Date” means, for any Interest Payment Date, the close of business on the 15th day of the month next preceding such Interest Payment Date.

“Register” means the books of registration kept by the Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

“Registrar” means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, and its successors in that capacity.

3. Authorization. The Certificates shall be issued pursuant to the Act in fully registered form, without coupons, in the total authorized principal amount of \$ _____ for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the construction or acquisition of and/or improvements to the City’s water and wastewater system, (ii) the construction or acquisition of and/or improvements to City property, including certain improvements in the Mandola Farms and Veranda Developments, the Morton Street parking improvements and the Police Department building renovations; and (iii) the cost of professional services incurred in connection therewith; and (iii) the cost of professional services incurred in connection therewith.

4. Designation, Date, and Interest Payment Dates. The Certificates shall be designated as the “CITY OF RICHMOND, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023A,” and shall be dated November 15, 2023. The Certificates shall bear interest at the rates set forth in Section 5 of this Ordinance from the later date of the delivery of the Certificates, or the most recent Interest Payment Date to which such interest has been paid or duly provided for, calculated on the basis of a 360-day year or twelve 30-day months, payable on each Interest Payment Date.

5. Initial Certificates; Numbers and Denominations. The Certificates shall be initially issued bearing the numbers, in the principal amounts, and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Ordinance. The Certificates shall mature on March 1 in each of the years and in the amounts set out in such schedule. The Initial Certificate shall be numbered I-1 and all other Certificates shall be numbered in sequence beginning with R-1. Certificates delivered on transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2025	\$210,000	
2026	220,000	
2027	230,000	
2028	245,000	
2029	255,000	
2030	270,000	
2031	280,000	
2032	295,000	
2033	310,000	
2034	325,000	
2035	345,000	
2036	360,000	
2037	380,000	
2038	400,000	
2039	415,000	
2040	435,000	
2041	450,000	
2042	470,000	
2043	495,000	
2044	515,000	

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

(b) If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of such Certificates or before the delivery of such Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Certificate delivered at the Closing Date shall have attached hereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly

approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, the Initial Certificate, being a single certificate representing the entire principal amount of the Certificates, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signature of the Mayor and the City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, shall be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Registrar shall cancel the Initial Certificate and deliver definitive Certificates to DTC.

7. Payment of Principal and Interest. The Registrar is hereby appointed as the registrar and paying agent for the Certificates pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, which is hereby authorized and the terms and provisions of which are hereby approved by the City and which the appropriate officials of the City are hereby authorized to execute. The principal of the Certificates shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they become due and payable at the principal payment office in Dallas, Texas of the Registrar. The interest on each Certificate shall be payable by check payable on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Certificate is not a Business Day, then the date for such payment shall be the next succeeding Business Day, with the same force and effect as if made on the original date payment was due.

8. Successor Registrars. The City covenants that at all times while any Certificates are outstanding it will provide a commercial bank or trust company organized under the laws of the United States or any state and duly qualified and legally authorized to serve as Registrar for the Certificates. The City reserves the right to change the Registrar on not less than 60 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Certificates. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

9. Special Record Date. If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the

Special Record Date shall be sent by United States mail, first class postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

10. Ownership; Unclaimed Principal and Interest. The City, the Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute Owner of such Certificate for the purpose of making payment of principal or interest on such Certificate, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Certificate in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Registrar upon such Certificate to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code.

11. Registration, Transfer, and Exchange. So long as any Certificates remain outstanding, the Registrar shall keep the Register at its principal payment office in Dallas, Texas, and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Certificates in accordance with the terms of this Ordinance.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal payment office in Dallas, Texas of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Certificate in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender at the principal payment office in Dallas, Texas of the Registrar, for a Certificate or Certificates of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The City or the Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer

or exchange of such Certificate. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the City.

12. Mutilated, Lost, or Stolen Certificates. Upon the presentation and surrender to the Registrar of a mutilated Certificate, the Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Certificate is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The City or the Registrar may require the Owner of a mutilated Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar.

The City or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Certificate, before any replacement Certificate is issued, to:

- (1) furnish to the City and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (2) furnish such security or indemnity as may be required by the Registrar and the City to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the City and the Registrar.

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

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

13. Cancellation of Certificates. All Certificates paid in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the City with appropriate certificates of destruction of such Certificates.

14. Book-Entry System. (a) The Initial Certificate shall be registered in the name of the Initial Purchaser. Except as provided in Section 15 hereof, all other Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the 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, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register 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 City's obligations with respect to payments of principal, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the 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 of this Ordinance with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

15. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City in its sole discretion, determines that the beneficial owners of the Certificates

shall be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City 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, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall not longer be restricted to being registered in the Register 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 Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

16. Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

17. Optional and Mandatory Redemption; Defeasance. The Certificates are subject to optional and mandatory redemption as set forth in the Form of Certificate in this Ordinance.

Principal amounts may be redeemed only in integral multiples of \$5,000 or any integral multiple thereof. Upon surrender of any Certificate for redemption in part, the Registrar, in accordance with Section 11 hereof, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity, issue date, and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

Notice of any redemption identifying the Certificates to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail, postage prepaid, to the Owner of each Certificate to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and, if less than all Certificates outstanding of a particular maturity are to be redeemed, the numbers of the Certificates or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Certificates have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption.

The Certificates may be discharged or defeased in any manner now or hereafter permitted by law.

18. Forms. The form of the Certificates, including the form of Registration Certificate of the Comptroller of Public Accounts, which shall be attached or affixed to the Initial Certificate, the form of the Registrar's Authentication Certificate, and the form of Assignment, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Ordinance:

(a) Form of Certificate.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF FORT BEND

REGISTERED
NUMBER
I-1

REGISTERED
DENOMINATION
\$

CITY OF RICHMOND, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2023A

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP:
 March 1, 20__ November 15, 2023

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Richmond, Texas (the "City") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Certificate at The Bank of New York Mellon Trust Company, N.A. (the "Registrar") at its principal payment office in Dallas, Texas, the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of November 21, 2023, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable by check March 1 and September 1 until maturity or prior redemption, commencing March 1, 2024, to the registered owner of record as of the close of business on the 15th day of the month next preceding such Interest Payment Date.

THIS CERTIFICATE is one of a duly authorized issue of certificates of obligation, aggregating \$_____ (the "Certificates"), issued in accordance with the Constitution and laws of the State of Texas, particularly Subchapter C of Chapter 271, Texas Local Government Code for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the construction or acquisition of and/or improvements to the City's water and wastewater system, (ii) the construction or acquisition of and/or improvements to City property, including certain improvements in the Mandola Farms and Veranda Developments, the Morton Street parking improvements and the Police Department building renovations; and (iii) the cost of professional services incurred in connection therewith, and, pursuant to an ordinance duly adopted

by the City Commission of the City (the “Ordinance”), which Ordinance is of record in the official minutes of the City Commission.

THE CITY RESERVES THE RIGHT to redeem Certificates maturing on and after March 1, 2034 prior to their scheduled maturities, in whole or from time to time in part, in principal amounts of \$5,000 or any integral multiples thereof, on March 1, 2033, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. Reference is made to the Ordinance for complete details concerning the manner of redeeming the Certificates.

[THE CERTIFICATES maturing in the year [] (the “Term Certificates”) are subject to mandatory redemption prior to maturity in the amounts and on the dates set out below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date. The particular Term Certificate to be redeemed shall be selected by the Registrar by lot or other customary random selection method, on or before February 1 of each year in which Term Certificates are to be mandatorily redeemed. The principal amount of Term Certificate to be mandatorily redeemed in shall be reduced by the principal amount of such Term Certificate that has been acquired by the City and delivered to the Registrar for cancellation or has been optionally redeemed and which have not been made the basis for a previous reduction.

TERM CERTIFICATES MATURING IN THE YEAR []

<u>Mandatory Redemption</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
March 1, 2041	\$	%
March 1, 2042	\$	%
March 1, 2043*	<u>\$</u>	%
	\$	

*Stated Maturity.

]

NOTICE OF ANY REDEMPTION shall be given at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owner of each Certificate to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Certificates or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS CERTIFICATE is transferable only upon presentation and surrender at the principal payment office in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly

executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THE CERTIFICATES are exchangeable at the principal payment office in Dallas, Texas, for Certificates in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Certificate, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified registrar for the Certificates and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the revenues to be derived from the operation of the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), not to exceed \$1,000, are pledged to the payment of the principal of and interest on the Certificates; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor and countersigned with the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate.

(AUTHENTICATION
CERTIFICATE)

(SEAL)

CITY OF RICHMOND, TEXAS

Rebecca Kennelly Haas, Mayor
City of Richmond

Lasha Gillespie, City Secretary
City of Richmond

(b) Form of Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate 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

(SEAL)

(c) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate has been delivered pursuant to the Ordinance described in the text of this Certificate.

The Bank of New York Mellon Trust Company, N.A.
As Paying Agent/Registrar

By _____
Authorized Signature
Date of Authentication _____

(d) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
attorney to transfer said Certificate on the books kept for registration thereof, with full power of
substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Certificate in every particular, without any alteration enlargement or change whatsoever.

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

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Certificate, the words "on the maturity date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on March 1 in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:

[Information to be inserted from schedule in Section 5]

(iii) the Initial Certificate shall be numbered I-1.

19. CUSIP Numbers; Bond Insurance. CUSIP Numbers may be printed on the Certificates, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Certificates. If bond insurance is obtained by the Initial Purchaser, the Certificates may bear an appropriate legend as provided by the insurer.

20. Debt Service Fund; Tax Levy. There is hereby established a special fund of the City to be known as the City of Richmond, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023A Debt Service Fund (the "Debt Service Fund"), which shall be kept separate and apart from all other funds of the City. The proceeds from all taxes levied, assessed and collected for and on account of the Certificates authorized by this Ordinance shall be deposited, as collected, in the Debt Service Fund. While the Certificates or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other City taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City, sufficient to pay the current interest on the Certificates as the same becomes due and to provide and maintain a sinking fund of not less than two percent of the principal amount of the Certificates or the amount required to pay each installment of principal of the Certificates as the same matures, whichever is greater, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Certificates.

21. Pledge of Revenues. As authorized by Chapter 1502, Texas Government Code, the revenues to be derived from the operation of the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), not to exceed \$1,000, are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

22. Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and revenues granted by the City under Sections 20 and 21 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes and revenues granted by the City under Sections 20 and 21 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and

necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

23. Further Proceedings. After the Initial Certificate has been executed, it shall be the duty of the Mayor and other appropriate officials and agents of the City to deliver the Initial Certificate and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Certificate has been approved by the Attorney General, it shall be delivered to the Comptroller for registration. Upon registration of the Initial Certificate, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

24. Sale; Proceeds. The sale and delivery of the Certificates to _____ (herein referred to as the "Initial Purchaser") at a price of \$_____, interest to accrue from the date of delivery, is hereby authorized, approved, ratified and confirmed, subject to the approving opinion as to the legality of the Certificates of the Attorney General of Texas, and of Hunton Andrews Kurth LLP, Houston, Texas, Bond Counsel. It is hereby found and declared that the Initial Purchaser's bid produced the lowest net effective interest rate for the Certificates after advertisement and public sale, and that the net effective interest rate resulting from such bid is ___%, which rate is less than the maximum rate permitted by law.

25. Covenants to Maintain Tax Exempt Status.

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

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

"Computation Date" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Issue Date" for each series or sub-series of the Certificates or other obligations of the City is the respective date on which such series or sub-series of the Certificates or other obligations of the City is delivered against payment therefor.

"Net Sale Proceeds" has the meaning stated in Section 1.148-1(b) of the

Regulations.

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

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

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

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

“Yield of”

(1) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(2) the Certificates shall be computed in accordance with Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds of the Certificates or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Certificate and prior to the last stated maturity of the Certificates,

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

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

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

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

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the regulations and rulings thereunder.

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

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

(i) account for all Gross Proceeds of the Certificates (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least nine years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of such

Gross Proceeds and the obligations acquired therewith,

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

(iii) as additional consideration for the purchase of the Certificates by the initial purchasers thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the regulations and rulings thereunder, and

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

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

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

26. Use of Proceeds. Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

- (a) Net premium on the Certificates in the amount of \$ _____ shall be used to pay the costs of issuance, including the underwriter's discount of \$ _____.
- (b) Certificate proceeds in the amount of \$ _____, including net

premium in the amount of \$ _____, shall be used to accomplish the purposes set out in Section 3.

- (d) Any Certificate proceeds remaining after making all such deposits and payments, plus earnings on investments of such proceeds, shall be transferred to the Debt Service Fund.

Proceeds from the sale of the Certificates shall be used for the purposes described in Section 3 of this Ordinance and for paying the costs of issuance of the Certificates. Any proceeds remaining after accomplishing the purposes set out in Section 3 and paying costs of issuance, including earnings on investments of such proceeds, shall be transferred to the Debt Service Fund.

27. Official Statement. The City ratifies and confirms the form and content of the Preliminary Official Statement prepared in the initial offering of the Certificates and hereby authorizes and approves the amendment of the Preliminary Official Statement to add the terms of the Initial Purchaser's bid and to make any other changes necessary to comply with the provisions of this Ordinance and existing law. The use of such final Official Statement in the reoffering of the Certificates by the Initial Purchaser is hereby approved and authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

28. Continuing Disclosure Undertaking. As used in this Article, 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.

"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.

(a) Annual Reports. The City will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access ("EMMA") system at www.emma.msrb.org. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the official statement authorized by Section 28 of this Ordinance, under Tables numbered 1 through 6 and Tables 8 through 15, and including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such

financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (1) prepared in accordance with the accounting principles described in Appendix B or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the City 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 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

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

The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC, as permitted by the Rule. All filings shall be made electronically, in the format specified by the MSRB.

(b) Event Notices. The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of the event), of any of the following events with respect to the Certificates:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) 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, or other material events affecting the tax status of the Certificates;
- (vii) Modifications to rights of holders of the Certificates, if material;
- (viii) Certificate calls, if material, and tender offers;

- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
- (xv) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in (xii) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the (xv) and (xvi) of the immediately preceding paragraph 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 City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

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

The provisions of this Section are for the sole benefit of the holders and the beneficial owners of the Certificates, 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 City 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 City’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 City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, 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 UNLIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City 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 City under federal and state securities laws.

The provisions of this Section may be amended by the City 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, or status or type of principal payment of the City, if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Certificates in the initial primary offering in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate amount of the outstanding Certificates consent to such amendment or (b) a person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also amend or repeal the provisions of

this continuing disclosure agreement if the SEC amends or repeals the applicable provisions 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 in the primary offering of the Certificates. If any such amendment is made, the City will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

29. Related Matters. The Mayor, the City Manager, the City Secretary, and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance, including without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, request, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with this Ordinance.

30. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Certificates.

31. Power to Revise Form of Documents. Notwithstanding any other provision of this Ordinance, the Mayor, City Secretary and other appropriate officials of the City are each hereby authorized to make or approve such revisions, additions, deletions and variations to this Ordinance, in the judgment of the Mayor, City Secretary and other appropriate officials of the City, and in the opinion of Bond Counsel to the City, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Certificates or such documents shall be subject to the prior approval of the City Commission.

32. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

(Signature page follows)

PASSED AND APPROVED on the 30th day of October, 2023.

Rebecca Kennelly Haas, Mayor
City of Richmond, Texas

ATTEST:

Lasha Gillespie, City Secretary
City of Richmond, Texas

CERTIFICATE FOR ORDINANCE

STATE OF TEXAS §
COUNTY OF FORT BEND §

We, the undersigned officers of the City Commission (the “City Commission”) of the City of Richmond, Texas (the “City”), hereby certify as follows:

1. The City Commission convened in a regular meeting on October 30, 2023, at the regular meeting place thereof, within the City, and the roll was called of the duly constituted officers and members of the City Commission, to-wit:

Rebecca “Becky” Haas	Mayor
Terry Gaul	Commissioner Position 1
Barry Beard	Commissioner Position 2
Carl Drozd	Commissioner Position 3
Alex BeMent	Commissioner Position 4

and all of such persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting: a written

ORDINANCE OF THE CITY OF RICHMOND, TEXAS, AUTHORIZING THE ISSUANCE OF CITY OF RICHMOND, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023A

was duly introduced for the consideration of such City Commission and read in full. It was then duly moved and seconded that such Ordinance be adopted; and, after due discussion, such motion, carrying with it the adoption of such Ordinance, prevailed and carried by the following vote:

AYES: ___ NAYS: ___ ABSTENTIONS: ___

2. A true, full and correct copy of the aforesaid Ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that such Ordinance has been duly recorded in the City Commission’s minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Commission’s minutes of such meeting pertaining to the adoption of such Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Commission as indicated therein; that each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that the Ordinance would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this 30th day of October, 2023.

Mayor
City of Richmond, Texas

City Secretary
City of Richmond, Texas

(SEAL)



City of Richmond

Where History Meets Opportunity

Special Scheduled City Commission Meeting

600 Morton Street

Richmond, Texas 77469

Monday, October 30, 2023 at 4:30 P.M.

- A5. Review and discuss revising rules of Commission.



**CITY COMMISSION
AGENDA ITEM COVER MEMO**

DATE: October 30, 2023

Staff Review:

City Manager _____
 City Attorney _____
 Finance _____
 Fire Department _____
 Police Department _____
 Public Works _____

AGENDA ITEM: Revising Rules of Commission

SUBMITTED BY: Gary W. Smith, City Attorney

SYNOPSIS

This item allows the City Commission to discuss desired revisions to the Rules of Commission. During a training session for the chairs and vice-chairs of boards and commissions, a few provisions were discussed for changes. Potential changes are described below and shown in the redline version of the Rules.

COMPREHENSIVE PLAN GOALS ADDRESSED

BACKGROUND

The suggested revisions are as follows:

Sec. C.4.—language was added, tracking the language of the Charter, Sec. 3.11, to provide that a Commissioner abstaining without a conflict of interest is counted as present and voting.

Sec. D.3.—the revision makes it clear that a motion may be amended by the Commission, even if the Commissioner making the original motion does not consent to the amendment.

Sec.D.6.—modified to have adjournment at the decision of the Commission. Concern was expressed that if the decision is solely the decision of the chair, the authority could be used to prevent items from being considered.

Sec. F.2.—suggested to include staff in the protection of the decorum rules.

BUDGET ANALYSIS

FUNDING SOURCE	ACCOUNT NUMBER	PROJECT CODE/NAME	FY 2023 FUNDS BUDGETED	FY 2023 FUNDS AVAILABLE	AMOUNT REQUESTED
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BUDGET AMENDMENT REQUIRED? YES _____ NO _____

Purchasing Review:

Financial/Budget Review:

FORM CIQ: _____

FORM 1295 _____

SUPPORTING MATERIALS

Redline draft of the Rules of Commission.

STAFF'S RECOMMENDATION

Discuss and recommend revisions to the Rules of Commission.

City Manager Approval: _____

CITY OF RICHMOND
RULES OF THE COMMISSION

The following rules and regulations are the rules of procedure of the Richmond City Commission. They shall remain in effect unless otherwise changed by formal approval by City Commission. Such action is authorized and is in keeping with Richmond City Charter, Article III, Section 3.12, which states, in part, that the City Commission may determine its rules of procedure.

The Mayor and City Commission will generally conduct each regular and special meeting of the City Commission in compliance with these Rules of the Commission and the provisions of Robert's Rules of Order stated herein; provided that the failure of the Mayor and/or the City Commission to follow these Rules or the applicable provisions of Robert's Rules of Order shall not create any right or violate any right of any member of the Commission or any third party, person or citizen, or create or give rise to any due process claim for or on behalf of any such member of the City Commission or any third party, person or citizen. These rules may be enforced exclusively by the Chair and/or majority vote of the City Commission.

A. **MEETING** - Three types of meetings are recognized:

1. Regular Meetings will be held on the date, time and place as set forth in Section 2-1, Richmond Code. The Commission may cancel or reschedule a regular meeting in response to an emergency, holiday schedules, or as useful for a more efficient accomplishment of the public business.
2. Special Meetings are subject to call by the Mayor or City Manager. Except in unusual circumstances, these meetings will be held at the City Hall Annex at a stated time. The purpose of such meeting is to act upon matters that should not be delayed until a Regular Meeting. Minutes of such meeting will be maintained as a Special Meeting.
3. Workshop Meetings are subject to call by the Mayor, City Manager, or Commission member, subject to a majority will. The time, place and purpose will be stated at each instance. The purpose of such meeting shall be to discuss in-depth or to explore matters of interest to the City, such as a meeting with one of the City's appointed committees, or the Commission may wish to explore a matter in great detail.

B. **AGENDA** - The following stipulations relate to the Agenda for Meetings of the Commission:

1. Pursuant to Sec. 3.12(2), City Charter, the Mayor or Commission Members by motion at a Commission meeting may place items on the agenda of a future meeting. Upon approval of inclusion of an item on the agenda of a future meeting, the item shall be included on the specified agenda.

2. The Mayor or a Commission Member may submit agenda items to the City Manager for inclusion on the next City Commission meeting agenda. Unless deemed time sensitive or of an urgent nature, agenda items must reach the City Manager's Office at 5:00 p.m. seven (7) days prior to the Regular Meeting. The Mayor or a Commission Member may submit no more than three (3) agenda items per meeting. The City Manager will exercise the City Manager's best judgment in determining which business items are to be placed on the agenda and are the most needed, required, or important for placement on the agenda for consideration by the Commission.

When the Mayor or an individual Commission Member requests that an item be included on the meeting agenda, the City Manager and/or staff shall not be compelled to conduct any research or preparation for such agenda item. Any direction to the staff or request for information relative to said agenda item, other than public records, shall be provided by a majority of the Commission, subsequent to discussion of such item at the meeting. All such agenda items should be limited to issues that are within the authority and jurisdiction of the City.

3. Any Department Head wishing to have an item placed on the agenda shall submit that item to the City Manager's office for approval. Unless deemed time-sensitive or of an urgent nature, agenda items must reach the City Manager's Office at 5:00 P.M. seven (7) days prior to the Meeting. City Manager shall make the determination if an item is time-sensitive or of an urgent nature to be exempt from the seven-day requirement.

4. The City Manager will endeavor to provide a draft agenda to the Commission members on the 4th business day before each Regular and Special Meeting. For Special Meetings called with fewer than 4 business days' notice, the City Manager will endeavor to provide a draft agenda to the Commission members as soon as practicable. Such draft agenda may be changed as determined appropriate by the City Manager.

5. Commission Agenda Packets for all Regular Meetings will be developed and delivered to Commission members no less than three (3) days preceding meetings, except in the event of an emergency. This should afford ample opportunity for all Commission members to inquire into the nature of each matter to be discussed or personally investigate the matter so as to better inform himself/herself before a Commission Meeting.

6. Commission Agenda Packets shall be exclusively developed for and distributed to the Mayor, City Commission, and City Manager; and the appropriate staff as determined by the City Manager.

7. The City Secretary's Office will assume responsibility for posting a copy of the agenda advising the public of any public meetings as required by law and/or these rules. The agenda shall be posted at least seventy-two (72) hours prior to the time scheduled for the meeting. The agenda will be posted at the designated public site on the bulletin board at city hall. The agenda for an emergency meeting shall be posted not less than two hours prior to the scheduled meeting time, and whenever reasonably possible at least twenty-four (24) hours preceding the time of the meeting. The City Manager and City Secretary will work jointly to assume responsibility for compliance with the Texas Open Meeting Law.

8. The purpose of Workshop Meetings is to explore or discuss city business without taking specific action. The general public can, of course, attend such meeting, if they wish, but the public may not participate in the proceedings unless invited to do so. Occasionally, public hearings may be held at Workshop Meetings for the convenience of the public.

9. Consent Agenda. A section in a City Commission meeting agenda containing routine items (i.e. approval of minutes, acceptance of staff reports) that can be grouped together as one item and passed as one. Any item listed on the Consent Agenda may be pulled by any member to be discussed separately.

C. **COMMISSION PROCEEDINGS** - These procedures shall apply to all meetings of the City Commission.

1. Chair - The Mayor shall be the presiding officer at all meetings of the City Commission and have a voice in all of its proceedings. In event of the absence of the Mayor, the Mayor Pro-Tern, shall be the presiding officer. In the event of the absence of the Mayor and Mayor Pro-Tem, the assembled quorum of Commissioners may elect a presiding officer for that meeting. Such elected presiding officer shall preside over that meeting until the arrival of the Mayor or Mayor Pro-Tem or the adjournment of that meeting.

2. Roll Call - The presiding officer shall take the Chair at the time appointed for Commission to meet, and shall immediately call the City Commission to order. The roll shall then be taken by the City Secretary, who shall enter in the minutes of each meeting the names of members present. In the absence of a quorum at the time appointed for a meeting, the members present may, by a majority vote, take a recess or recesses and cause the City Secretary to inquire as to the attendance of the absent member(s).

3. Addressing the Chair –Commission members shall speak in Commission Meetings only upon being recognized by the Mayor, whose recognition shall not be withheld.

4. Voting - All members of the Commission present shall vote upon every issue, subject or matter properly before the Commission and requiring a Commission vote; provided that, if any member of the Commission has a conflict of interest that fact shall be stated in the minutes, the appropriate affidavit shall be filed, and such member shall abstain from discussion and voting on the issue. If no conflict exists, upon stating the reason for the abstention, the Commissioner is allowed to abstain in accordance with *Richmond City Charter Article III, Section 3.11*, such Commissioner is considered as present and voting for the purposes of the tally. Except as otherwise provided by the Richmond City Charter and statutes, no ordinance, resolution, order, action, matter or issue, shall be passed, approved, adopted, taken or consented to except by a majority vote of the members of Commission present and voting, and not less than two (2) affirmative votes shall be required to pass, approve, adopt, take action on, or consent to any ordinance, resolution, action, matter, issue, or motion (*Richmond City Charter, Article III, Section 3.09*).

5. Recordation of Vote -At the discretion of the Mayor or Chair, any vote on a qualifying motion may be recorded by either a simultaneous voice vote of Commission members

or by individual roll call. A roll call vote shall be taken and duly recorded upon request by any member of the Commission or City Manager.

6. Excusal from Attendance - No member shall be excused from attendance at a Regular Commission meeting except by a vote of a majority of the members present in order to comply with *Richmond City Charter, Article III, Section 3.05 (2)*.

D. **PARLIAMENTARY PROCEDURE** - In conducting all meetings of City Commission, it shall be Commission's intent to follow Robert's Rules of Order to the extent reasonably applicable to a legislative body. The following commonly used procedures will be followed:

PARLIAMENTARY QUESTIONS, MOTIONS AND THEIR PRECEDENCE:

	Debatable	Amendable	A Majority Vote (of those present)
1. To take a recess	No	Yes	Yes
2. For the previous question	No	No	Yes
3. To continue to a time certain	Yes	Yes	Yes
4. To amend	Yes	Yes	Yes
5. To offer a substitute amendment	Yes	Yes	Yes
6. To postpone indefinitely	Yes	No	Yes
7. To table	Yes	No	Yes
8. To adjourn to Executive Session	Yes	Yes	Yes
9. To reconvene to Regular Session after Executive Session	No	No	Yes

1. Opening an Item for Discussion - The City Commission shall discuss agenda items prior to their formal consideration by motion. To initiate such discussion, the Mayor or City Manager shall introduce the agenda item by reading the agenda item, announcing the subject matter and agenda item number or the heading of the proposed legislation. After the Mayor or Chair has introduced the agenda item, he or she shall declare it open for discussion. Commission members shall then adhere to the procedures defined herein for general discussion or debate of the pending item.

2. Handling a Motion – The three steps by which a motion is normally brought before Commission are as follows: (1) A Commission member makes the motion, (2) another Commission member seconds the motion, and (3) the Mayor or Chair states the question on the motion. Neither the making nor the seconding of a motion places it before the Commission; only the Mayor can do that, by the third step. When the Mayor has stated the question, the motion is pending. It is then open to further

debate (parliamentary name given to any form of discussion of merits of a motion), if necessary. Any Commission member who has made a motion that has been duly placed before Commission will have the right to speak first in debate, if so desired, after the Mayor has stated the question.

3. Amending a Motion - Amending a motion that is before Commission allows for additional clarification of action pending before Commission. After any motion is made and properly seconded, placing it before the Commission, the Mayor or Chair shall ask if there are any questions or further discussion. If, as a result of the ensuing discussion, the Commission member who made the motion wishes to amend, add to, and/or clarify the motion, he/she shall be permitted to do so before the vote is taken, upon its proper seconding by a Commission member, the amended motion shall be immediately put to a vote. If, as a result of the ensuing discussion, the Commission member who made the motion does not wish to amend the motion, another Commission member may move to amend the motion, upon its proper seconding by a Commission member, the amended motion shall be immediately put to a vote.

4. Close Debate to Vote - Any Commission member may call for the question on any matter being debated; the issue shall immediately be put to vote. This shall be done by the member calling for the previous question. Passage of the motion to address the previous question shall terminate debate on the motion, amendment, or amended motion, and the matter shall move on immediately. Debate shall normally be closed after every Commission member wishing to speak has been given every opportunity to speak and no Commission member has any additional comments to make. When the debate appears to have closed, the Mayor shall ask if any Commission member has a motion to make. Additionally, any Commission member may terminate debate by calling for the previous question. The effect of this motion is to immediately terminate debate on this motion, amendment, or amended motion and at once take a vote on the immediately pending question. If this is voted down, discussion continues.

5. Reconsider - Reconsidering previous Commission action enables a majority of Commission, within a limited time, to bring back for further consideration a motion that has already been voted on. The purpose of reconsidering a vote is to permit correction of hasty or erroneous action, or to take into account added information or a changed situation that has developed since the taking of the vote. The motion to reconsider has the following unique characteristics:

a.) It can be made only by a member who voted with the prevailing side. In other words, a motion to reconsider can only be made by one who voted aye if the motion involved was adopted, or no if the motion was lost.

b.) In a session of one day, such as an ordinary meeting, the motion to reconsider can be made only on the same day the vote to be reconsidered was taken.

c.) If the subject matter is one on which a motion to reconsider may be made at a subsequent Commission meeting, the motion to reconsider may be made only at the next regular or special meeting of the Commission. The motion to reconsider may not be made or considered unless it is on the

agenda and the request to reconsider is made by a Commission member that previously voted on the prevailing side of the original motion and vote.

6. Adjournment – Adjournment of the meeting shall be approved by the Commission.

E. **DEBATE**

1. Limit Debate - The Mayor and/or a majority of Commission may agree to limit debate on any business before it. That agreement must be formalized by Commission on a roll call vote.

2. Assignment of the Floor for Debate - When a measure is presented for consideration by the Commission, the Mayor or Chair shall recognize the appropriate individual to present the case. If the Commission member who made the motion that is immediately pending claims the floor and has not already spoken on the question, he/she is entitled to be recognized in preference to other members. When two or more Commission members wish to speak, the Mayor shall select the individual who is to speak first. A motion can be made only by that Commission member who has been recognized by the Mayor as having the floor.

3. The Mayor shall not be obligated to recognize any Commission member for a second comment on the subject or amendment until every Commission member wishing to speak has been allowed a first comment.

4. No Commission member who has already had the floor in debate on the immediately pending question is entitled to have the floor again on the same question, so long as any member who has not spoken on that question claims the floor.

5. No member of the Commission shall interrupt another while speaking except to make a point of order or to make a point of personal privilege. When a Commission member has been assigned the floor and has begun to speak, he or she cannot be interrupted by another member or the Mayor except for one of the following purposes, and only then when the urgency of the situation justifies it:

- a.) a Call for the Orders of the Day (requiring Commission to conform to its agenda),
- b.) raising a question of privilege,
- c.) a Point of Order (calling of failure to observe these rules), or
- d.) an inquiry that requires an immediate response.

F. **DECORUM**

1. Dilatory & improper Motions -A motion is dilatory if it seeks to obstruct or thwart the will of the assembly as clearly indicated by the existing parliamentary situation. Parliamentary forms are designed to assist in the transaction of business. Even without adopting a rule on the subject, every deliberative assembly has the right to protect itself from the use of these forms for the opposite purpose. It is the duty of the Mayor or Chair to prevent Commission members from misusing the legitimate motions, merely to obstruct business. Whenever the Mayor becomes convinced

that one or more members are using parliamentary forms for obstructive purposes, he or she should rule that such motions are out of order,

2. No Commission member shall be permitted to indulge in personalities, use language personally offensive, arraign motives of members or staff, charge deliberate misrepresentation, or use language tending to hold a member of the City Commission, or a member of city staff, up to contempt.

G. COMMITTEES OF THE CITY COMMISSION - The following provisions relate to the formation and operation of committees that are authorized by the City Commission:

1. Standing Advisory Committees - The Mayor may propose and the City Commission may authorize the creation of standing advisory committees. Each standing advisory committee shall be authorized to study and make recommendation related to issues deemed appropriate. A standing advisory committee may not be created for the purpose of exercising the City Commission's police powers and investigatory authority expressly authorized in the City Charter, nor shall a standing advisory committee be created for any purpose assigned to the Ethics Committee in the City's Ethics Ordinance. A standing advisory committee is advisory in nature only.

The Mayor may name not more than two (2) City Commissioners to each standing advisory committee. The Mayor may nominate and the City Commission may approve up to three (3) members of the public to each standing advisory committee. Public members of each standing advisory committee, if any, serve at the will of the Mayor and City Commission; must be registered to vote in the City of Richmond, with no more than one a resident of the extraterritorial jurisdiction. To maximize citizen participation on standing advisory committees, a public member may not concurrently be appointed to more than one standing advisory committee. A standing advisory committee may be dissolved by a majority vote of the City Commission.

A member of Commission serves a term on the standing advisory committee that is concurrent with the Commissioner's term of office. A Commission member serving on a standing advisory committee may voluntarily relinquish their appointment.

2. Ad hoc Advisory Committees - The Mayor may establish an Ad hoc Committee of no more than one Commission member and the City Manager or the City Manager's designee to study and make recommendations regarding a short-term or specific concern properly brought before the City Commission. The Mayor may appoint no more than two additional members of the public to an Ad hoc committee if the Mayor determines that an individual's expertise in the matter to be considered will substantially assist the committee in making a recommendation to the City Commission. An ad hoc committee is advisory in nature only and is dissolved immediately upon the committee reporting back to the full City Commission with a recommendation, unless further consideration is requested by the City Commission.

3. Interview Committees - The Mayor may appoint two Commission members to each Interview Committee to review applications for appointment to specified

Boards, Commissions, or Committees. The term of each Interview Committee shall be from July 1 through June 30.

H. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

CREATED BY STATUTE, CHARTER OR ORDINANCE - The following provisions govern the procedures for making appointments to boards, commissions and committees created by statute, charter or ordinance:

1. Submission of Application - The City Commission may adopt an application form that a member of the public is to complete for an appointment to any board, commission or committee. Applications for appointment to any board, commission, or committee shall be advertised, solicited, collected, assembled, reviewed, and retained as provided in the Board, Commission, Committee Appointment Policy as adopted and amended by the City Commission.

2. Appointments to Boards, Commissions and Committees - The Interview Committee for each board, commission, or committee may nominate individuals for appointments to all boards, commissions and committees. Appointments shall be by a simple majority vote of the City Commission. Such nominations, appointments, and reappointments shall be as provided in the Board, Commission, Committee Appointment Policy as adopted and amended by the City Commission.

I. **CITIZEN PARTICIPATION AT MEETINGS** - It is the policy of the Richmond City Commission to provide opportunities for comments and participation in such meetings by its citizens. The following procedures shall be utilized to provide for citizen participation:

1. All citizens wishing to speak during any Commission meeting shall complete a "Request to Address Commission" form and state the subject they wish to discuss as provided prior to the meeting. Upon completion, said forms shall be submitted to either the City Secretary or the Mayor. Their names will be added to the minutes of said meeting by the City Secretary as a matter of record.

2. Richmond citizens are encouraged to request discussion of any pertinent issue by City Commission through the inclusion of said issues on meeting agendas in the manner discussed herein. It is the expressed desire of the City of Richmond to specifically address issues that are important to the general good and best interests of the community. However, said issues must be brought forward in a proper and constructive manner to assure their appropriate consideration.

3. A "Citizens Comments" section will be listed on each meeting agenda to allow for general comments on city issues from residents or citizens of the City of Richmond. When properly recognized by the Mayor under this agenda item, a citizen

will be limited to three (3) minutes for comments on a given item. A citizen who requests to speak may not give her/his time to another citizen. A citizen who addresses the Commission through a translator shall be given at least six (6) minutes for comments on a given item.

4. As a general rule, Commission and/or the staff shall not respond to questions or comments submitted under the "Citizens Comments" section of any meeting. Responses to said discussion will be considered for proper reply at an appropriate time. Citizens should understand that State law very materially restricts the responses that may be made to such citizen communications.

5. Citizen comments may be about an item on the agenda or about a matter over which the City has jurisdiction and must be made prior to the close of the "Citizen Comments" period and prior to the City Commission beginning deliberation on the agenda item. Citizens who wish to address a matter not on the agenda at a meeting may do so, but only under "Citizens Comments" as described above.

6. A person involved in an agenda item, i.e. property owner for a plat or rezoning, contractor for a contract, etc., may, at the discretion of the Mayor or Chair of the meeting, participate in the discussion of the item of business in which the person has an interest.

7. The Mayor or Chair of said meeting, may ask the citizens present if they wish to speak for or against any item as listed on the meeting agenda. If so, they may be given an opportunity to do so at the proper time, when duly recognized by the Mayor or Chair of the meeting.

8. As a general rule, citizens may not participate in the discussion of the Commission and staff at Workshop Meetings.

9. In the best interests of the City, the Mayor or Chair of the meeting may choose to alter some or all of these rules governing Citizen Participation, if deemed necessary to exact the appropriate information for consideration by Commission.

10. No member of the public addressing the City Commission shall be permitted to indulge in personalities, use language personally offensive; question motives of members, staff, or the public; charge deliberate misrepresentation; or use language tending to hold a member of Commission, staff, or the public up to contempt; or to utter loud, threatening, personal, or abusive language; or to engage in any other disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of a Commission meeting. A complaint about a person shall not be made during Citizen Comments. This paragraph shall not be interpreted or applied to prohibit public criticism of the Commission, including criticism of any act, omission, policy, procedure, program, or service.

11. The Mayor, chair, or presiding officer shall request that a person who is breaching the rules of decorum or procedures for addressing the Commission, or who is in attendance at the meeting and is violating the rules set forth in I.10., be orderly and comply with the rules. If after receiving a warning from the Mayor, chair, or presiding officer, the person persists in violating the I.10. rules, the presiding officer may order him or her to leave the Commission meeting. If a person who is requested to leave the meeting does not leave the meeting, the Mayor, chair, or presiding officer may request any law enforcement officer who is on duty at the meeting or otherwise in attendance to remove that person from the Commission chamber. Any participant that threatens physical harm to another participant by words or actions may be removed from the meeting without first being warned. Any person who is removed from two meetings due to the person's violation of this section, and such removal is documented by reports of the Richmond Police Department, such person shall be prohibited from attending any public meeting of the City of Richmond for a period of six months.

J. MISCELLANEOUS

1. Amending these Rules -A majority vote of City Commission is required to alter, amend, rescind, or supplement these rules. Any proposed alterations, amendments, or supplements shall be submitted in writing at a public meeting and placed on the agenda for a later public meeting. By majority recorded vote of all members elected to the Commission, such proposed alterations, amendments, or supplements may be adopted at the meeting after which the same were originally submitted.



City of Richmond

Where History Meets Opportunity

Special Scheduled City Commission Meeting

600 Morton Street

Richmond, Texas 77469

Monday, October 30, 2023 at 4:30 P.M.

- A6. Adjourn to Executive Session, as authorized by Texas Government Code, Sections 551.071 Consultation with Attorney; 551.074 and 551.087, Economic Development Negotiations.



City of Richmond

Where History Meets Opportunity

Special Scheduled City Commission Meeting

600 Morton Street

Richmond, Texas 77469

Monday, October 30, 2023 at 4:30 P.M.

EXECUTIVE SESSION

In accordance with Chapter 551, Government Code, Vernon's Texas Code Annotated (V.T.C.A) (Open Meetings Law), "The City Commission may meet in a Closed Executive Meeting pursuant to provisions of the Open Meetings Law, Chapter 551, Government Code, V.T.C.A. in accordance with the authority contained in the following sections;" 551.071 Consultation with Attorney and 551.087, Deliberation Regarding Economic Incentives.

- E1. Executive Session for Real Estate and Consultation with Attorney.
1. DelWebb Reuse Agreement/Sidewalk.
 2. Project Italy.
 3. Project Firehouse.
 4. Project Germany.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



City of Richmond

Where History Meets Opportunity

Special Scheduled City Commission Meeting

600 Morton Street

Richmond, Texas 77469

Monday, October 30, 2023 at 4:30 P.M.

OPEN MEETING

- C1. Reconvene into Open Meeting, and take action on items, if necessary.
 - A. Del Webb Reuse Agreement/sidewalk.
 - B. Project Italy.
 - C. Project Firehouse.
- C2. Adjournment.

If, during the course of the meeting covered by this Agenda, the Commission shall determine that an executive session of the Commission, should be held or is required in relation to any item included in this Agenda, then such executive session, as authorized by the Texas Open Meetings Act, will be held by the Board at the date, hour, and place given in this Agenda concerning any and all subjects and for any and all purposes permitted by Sections 551.071-551.090 of the Texas Government Code, including, but not limited to, Section 551.071 – for purpose of consultation with attorney, on any or all subjects or matters authorized by law.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

The City of Richmond City Commission meetings are available to all persons regardless of disability. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation, should you require special assistance, must be made 48 hours prior to this meeting. Braille is not available. Please contact the City Secretary's office at (281) 342-5456 ex. 505 for needed accommodation.

If you have any questions, please let me know.

Terri Vela

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.