

OFFICIAL STATEMENT

Dated June 22, 2017

Ratings:
S&P: "AA+"
(see "OTHER INFORMATION
- Ratings" herein)

NEW ISSUE - Book-Entry-Only

In the opinion of Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date thereof, subject to the matters described under "TAX MATTERS" herein, including the alternative minimum tax on corporations.

\$19,630,000
TRINITY RIVER AUTHORITY OF TEXAS
(TARRANT COUNTY WATER PROJECT)
IMPROVEMENT REVENUE BONDS, SERIES 2017

Dated Date: July 1, 2017

Due: February 1, as shown on Page ii

Interest to accrue from Delivery Date

PAYMENT TERMS . . . Interest on the \$19,630,000 Trinity River Authority of Texas (Tarrant County Water Project) Improvement Revenue Bonds, Series 2017 (the "Bonds") will accrue from the date they are initially delivered (the "Delivery Date") to the underwriters listed below (the "Underwriters"), will be payable on February 1, 2018, and on August 1 and February 1 of each year thereafter until maturity or prior redemption, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The definitive Bonds will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof within a maturity. **No physical delivery of the Bonds will be made to the beneficial owners thereof.** Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds (see "THE BONDS - Book-Entry-Only System" herein). The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (see "THE BONDS - Paying Agent/Registrar").

AUTHORITY FOR ISSUANCE . . . The Bonds are issued pursuant to the provisions of Chapter 518, Acts of the 54th Texas Legislature, Regular Session, 1955, as amended, Chapter 1371, Texas Government Code, as amended, and other applicable laws, and a bond resolution authorizing the issuance of the Bonds (the "Bond Resolution") adopted by the Board of Directors (the "Board") of the Trinity River Authority of Texas (the "Authority" or "Issuer") on August 24, 2016. In the Bond Resolution, the Board delegated to an officer of the Authority (the "Authorized Officer") the authority to complete the sale of the Bonds. The terms of the sale are included in a "Pricing Certificate" executed by the Authorized Officer, and which completed the sale of the Bonds (the Bond Resolution and the Pricing Certificate are jointly referred to as the "Resolution"). Under the Constitution and the statutes of the State of Texas, the Authority has broad powers to effectuate flood control and the conservation and use for all beneficial purposes of storm and flood waters in the Trinity River watershed, and as a necessary aid to these purposes, the Authority has specific authority to construct, own and operate water and wastewater treatment, collection and transportation systems, and to make contracts in reference thereto with municipalities and others.

PURPOSE . . . Proceeds from the sale of the Bonds will be used for the purpose of providing funds (i) to acquire and construct improvements, betterments, extensions and replacements of the Tarrant County Water Project to provide treated water services to contracting cities and others, and (ii) to pay costs associated with the issuance of the Bonds.

CUSIP PREFIX: 89657P
MATURITY SCHEDULE & 9 DIGIT CUSIP
See Schedule on Page ii

LEGALITY . . . The Bonds are offered for delivery when, as and if issued and received by the Underwriters and subject to the approving opinion of the Attorney General of Texas and the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, Dallas, Texas (see APPENDIX D, "Form of Bond Counsel's Opinion"). Certain legal matters will be passed upon for the Underwriters by Norton Rose Fulbright US LLP, Dallas, Texas, counsel to the Underwriters.

DELIVERY . . . It is expected that the Bonds will be available for delivery through the facilities of DTC on or about July 13, 2017.

J.P. MORGAN

UMB Bank

FTN
Financial Capital Markets

MATURITY SCHEDULE

| Maturity (February 1) | Principal Amount | Interest Rate | Initial Yield | CUSIP Suffix ⁽¹⁾ |
|--------------------------|---------------------|------------------|------------------|--------------------------------|
| 2019 | \$725,000 | 3.000% | 1.020% | GW7 |
| 2020 | 760,000 | 4.000 | 1.150 | GX5 |
| 2021 | 795,000 | 4.000 | 1.260 | GY3 |
| 2022 | 820,000 | 4.000 | 1.370 | GZ0 |
| 2023 | 750,000 | 5.000 | 1.510 | HA4 |
| 2024 | 795,000 | 5.000 | 1.650 | HB2 |
| 2025 | 840,000 | 5.000 | 1.780 | HC0 |
| 2026 | 885,000 | 5.000 | 1.960 | HD8 |
| 2027 | 930,000 | 5.000 | 2.100 | HE6 |
| 2028 | 975,000 | 5.000 | 2.230* | HF3 |
| 2029 | 1,020,000 | 5.000 | 2.340* | HG1 |
| 2030 | 1,075,000 | 5.000 | 2.430* | HH9 |
| 2031 | 1,145,000 | 5.000 | 2.520* | HJ5 |
| 2032 | 1,190,000 | 5.000 | 2.590* | HK2 |
| 2033 | 1,250,000 | 5.000 | 2.660* | HL0 |
| 2034 | 1,310,000 | 5.000 | 2.730* | HM8 |
| 2035 | 1,385,000 | 5.000 | 2.780* | HN6 |
| 2036 | 1,455,000 | 5.000 | 2.820* | HP1 |
| 2037 | 1,525,000 | 5.000 | 2.850* | HQ9 |

(Interest to accrue from the Delivery Date)

⁽¹⁾ CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association. CUSIP numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the owners of the Bonds. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP services. None of the Authority, the Financial Advisor or the Underwriters shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.

* Yield calculated based on the assumption that the Bonds will be called for redemption on the first optional call date, February 1, 2027, at par plus accrued interest to the date of redemption.

REDEMPTION . . . The Authority reserves the right, at its option, to redeem Bonds having stated maturities on and after February 1, 2028, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 1, 2027 or on any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see “THE BONDS – Redemption”).

This Official Statement, which includes the cover page and the Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale. This Official Statement is not to be used in connection with an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACT. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAW OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES, IF ANY, CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. THE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

No dealer, broker, salesman or other person has been authorized by the Authority or the Underwriters to give any information, or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the Authority or the Underwriters. This Official Statement does not constitute an offer to sell Bonds in any jurisdiction to any person to whom it is unlawful to make such offer in such jurisdiction.

The Underwriters have reviewed the information in this Official Statement pursuant to their respective responsibilities to investors under federal securities laws, but the Underwriters do not guarantee the accuracy or completeness of such information.

Certain information set forth herein has been obtained from the Authority, the Contracting Cities (as defined herein) and other sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the Financial Advisor or the Underwriters. Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority or the Contracting Cities or other matters described herein since the date hereof. See "CONTINUING DISCLOSURE OF INFORMATION" for a description of the Authority's and Contracting Cities' undertakings to provide certain information on a continuing basis.

NONE OF THE AUTHORITY, ITS FINANCIAL ADVISOR, NOR THE UNDERWRITERS MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT REGARDING THE DEPOSITORY TRUST COMPANY OR ITS BOOK-ENTRY-ONLY SYSTEM, AS SUCH INFORMATION HAS BEEN PROVIDED BY THE DEPOSITORY TRUST COMPANY.

This Official Statement includes descriptions and summaries of certain events, matters and documents. Such descriptions and summaries do not purport to be complete and all such descriptions, summaries and references thereto are qualified in their entirety by reference to this Official Statement in its entirety and to each such document, copies of which may be obtained from the Financial Advisor. Any statements made in this Official Statement or the appendices hereto involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of such opinions or estimates will be realized.

This Official Statement contains "forward-looking" statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. Such statements may involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance and achievements to be different from future results, performance and achievements expressed or implied by such forward-looking statements. Investors are cautioned that the actual results could differ materially from those set forth in the forward-looking statements.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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OFFICIAL STATEMENT SUMMARY

This summary is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement. The offering of the Bonds to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this summary from this Official Statement or to otherwise use it without the entire Official Statement.

- THE AUTHORITY**..... The Trinity River Authority of Texas (the “Authority” or “Issuer”) is a governmental agency of the State of Texas and a body politic and corporate, created as a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution pursuant to Chapter 518, Acts of the 54th Texas Legislature, Regular Session, 1955, as amended. The Authority is governed by a Board (the “Board”) of 25 directors who are appointed by the Texas Governor for six-year terms.
- THE BONDS**..... The Bonds are issued as \$19,630,000 Trinity River Authority of Texas (Tarrant County Water Project) Improvement Revenue Bonds, Series 2017. The Bonds are issued as serial bonds maturing on February 1 in each of the years 2019 through 2037, inclusive (see “THE BONDS - Description of the Bonds”).
- PAYMENT OF INTEREST** Interest on the Bonds accrues from the date they are initially delivered to the Underwriters, and is payable February 1, 2018, and each August 1 and February 1 thereafter until maturity or prior redemption (see “THE BONDS - Description of the Bonds,”).
- AUTHORITY FOR ISSUANCE** The Bonds are issued pursuant to the provisions of Chapter 518, Acts of the 54th Texas Legislature, Regular Session, 1955, as amended, Chapter 1371, Texas Government Code, as amended, and other applicable laws, and a bond resolution authorizing the issuance of the Bonds (the “Bond Resolution”) adopted by the Board on August 24, 2016. In the Bond Resolution, the Board delegated to an officer of the Authority (the “Authorized Officer”) the authority to complete the sale of the Bonds. The terms of the sale are included in a “Pricing Certificate” which was approved and executed by the Authorized Officer, and which completed the sale of the Bonds (the Bond Resolution and the Pricing Certificate are jointly referred to as the “Resolution”) (see “THE BONDS - Authority for Issuance”).
- SECURITY FOR THE BONDS** The Bonds constitute special obligations of the Authority, payable both as to principal and interest, and secured by a first lien on a pledge of the Net Revenues of the Authority under the Contracts entered into with the Cities of Bedford, Euless, Colleyville, Grapevine and North Richland Hills, Texas (the “Contracting Parties”) (see “THE BONDS - Security and Source of Payment”).
- REDEMPTION** The Authority reserves the right, at its option, to redeem Bonds having stated maturities on and after February 1, 2028, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 1, 2027 or on any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see “THE BONDS – Redemption”).
- TAX EXEMPTION**..... In the opinion of Bond Counsel, the interest on the Bonds will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date thereof, subject to the matters described under the caption “TAX MATTERS” herein, including the alternative minimum tax on corporations.
- USE OF PROCEEDS** Proceeds from the sale of the Bonds will be used for the purpose of providing funds (i) to acquire and construct improvements, betterments, extensions and replacements of the Tarrant County Water Project to provide treated water services to contracting cities, and (ii) to pay costs associated with the issuance of the Bonds.
- RATINGS** The Bonds are rated “AA+” by S&P Global Ratings, a division of S&P Global Inc. (“S&P”). The Outstanding Parity Bonds of the Authority for the Tarrant County Water Project are rated “AA+” by S&P and “AA” by Fitch Ratings without regard to credit enhancement (see “OTHER INFORMATION - Ratings”).

BOOK-ENTRY-ONLY SYSTEM..... The definitive Bonds will be initially registered and delivered only to Cede & Co., the nominee of DTC pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof within a maturity. No physical delivery of the Bonds will be made to the beneficial owners thereof. Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds (see “THE BONDS - Book-Entry-Only System”).

PAYMENT RECORD Neither the Authority nor any of the Contracting Parties have ever defaulted in payment of their bonds.

For additional information regarding the Authority, please contact:

Ms. Alison A. Mackey, C.P.A.
Trinity River Authority of Texas
P.O. Box 60
Arlington, Texas 76004
(817) 493-5118

or

Mr. W. Boyd London, Jr.
Ms. Mary Williams
FirstSouthwest, a Division of Hilltop Securities Inc.
1201 Elm Street, Suite 3500
Dallas, Texas 75270
(214) 953-4000

AUTHORITY OFFICIALS, STAFF AND CONSULTANTS

| Board Members | Position | Area Represented |
|---------------------------|---|--------------------|
| David B. Leonard | President and Member, Executive Committee | Liberty County |
| Christina Melton Crain | Vice President and Member Executive Committee | Dallas County |
| Jess A. Laird | Chairman, Resources Development Committee and Member, Executive Committee | Henderson County |
| Harold L. Barnard | Chairman, Legal and Public Policy Committee and Member, Executive Committee | Ellis County |
| John W. Jenkins | Chair, Administration and Audit Committee and Member, Executive Committee | Chambers County |
| Kevin Maxwell | Chairman, Utility Services Committee, Member, Executive Comm. | Houston County |
| Henry Borbolla III | Member, Utility Services Committee | Tarrant County |
| William O. Rogers | Member, Resources Development Committee | Tarrant County |
| Steve Cronin | Member, Resources Development Committee | San Jacinto County |
| Amanda B. Davis | Member, Legal and Public Policy Committee | Leon County |
| Tommy G. Fordyce | Member, Resources Development Committee | Walker County |
| Whitney D. Beckworth | Member, Legal and Public Policy Committee | Director at Large |
| Martha A. Hernandez | Member, Legal and Public Policy Committee | Tarrant County |
| Robert D. McFarlane, M.D. | Member, Legal and Public Policy Committee | Director at Large |
| Dennis "Joe" McCleskey | Member, Utility Services Committee | Trinity County |
| James W. Neale | Member, Administration and Audit Committee | Dallas County |
| Manny Rachal | Member, Utility Services Committee | Polk County |
| Amir A. Rupani | Member, Utility Services Committee | Director at Large |
| Ana Laura Saucedo | Member, Administration and Audit Committee | Dallas County |
| Dudley K. Skyrme | Member, Administration and Audit Committee | Anderson County |
| C. Dwayne Somerville | Member, Utility Services Committee | Freestone County |
| J. Carol Spillars | Member, Legal and Public Policy Committee | Madison County |
| Victoria K. Lucas | Member, Administration and Audit Committee | Kaufman County |
| Frank H. Steed, Jr. | Member, Resources Development Committee | Navarro County |
| Edward C. Williams III | Member, Resources Development Committee | Dallas County |

Management Officers

| | |
|-----------------------------|---|
| J. Kevin Ward | General Manager |
| Fiona M. Allen, P.E. | Regional Manager, Northern Region |
| Jimmie R. Sims. | Regional Manager, Southern Region |
| Alison A. Mackey, CPA | Treasurer, Board of Directors and Chief Financial Officer |
| Don A. Tucker | General Services Manager |
| Glenn C. Clingenpeel..... | Planning and Environmental Services Manager |
| Howard S. Slobodin | Secretary, Board of Directors and General Counsel |

Consultants and Advisors

| | | |
|---------------------------|--|---------------|
| Authority Counsel..... | Booth, Ahrens & Werkenthin, P.C..... | Austin, Texas |
| Independent Auditors..... | Weaver and Tidwell, LLP..... | Dallas, Texas |
| Bond Counsel..... | McCall, Parkhurst & Horton L.L.P..... | Dallas, Texas |
| Financial Advisor..... | FirstSouthwest, a division of Hilltop Securities Inc. | Dallas, Texas |

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OFFICIAL STATEMENT
RELATING TO
\$19,630,000
TRINITY RIVER AUTHORITY OF TEXAS
(TARRANT COUNTY WATER PROJECT)
IMPROVEMENT REVENUE BONDS, SERIES 2017

INTRODUCTION

This Official Statement, which includes the Appendices hereto, provides certain information regarding the issuance of \$19,630,000 Trinity River Authority of Texas (Tarrant County Water Project) Improvement Revenue Bonds, Series 2017 (the “Bonds”). Capitalized terms used in this Official Statement have the same meanings assigned to such terms in the Resolution (defined herein), except as otherwise indicated herein (see “SELECTED PROVISIONS OF THE RESOLUTION”).

There follows in this Official Statement descriptions of the Bonds and certain information regarding the Trinity River Authority of Texas (the “Authority” or “Issuer”) and its finances. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from the Authority’s Financial Advisor, FirstSouthwest, a Division of Hilltop Securities Inc., Dallas, Texas.

Description of the Authority

The Authority is a governmental agency of the State of Texas and a body politic and corporate, created as a conservation and reclamation district under Article XVI, Section 59 of the Constitution pursuant to Chapter 518, Acts of the 54th Legislature of Texas, Regular Session, 1955, as amended. Under the Constitution and the statutes of the State of Texas, the Authority has broad powers to effectuate flood control and the conservation and use, for all beneficial purposes, of storm and flood waters and unappropriated flow waters in the Trinity River watershed, and as necessary aid to these purposes, the Authority has specific authority to construct, own and operate water supply, treatment and distribution facilities, and to make contracts in reference thereto with municipalities and others.

The Authority consists of all the territories in the Counties of Dallas, Tarrant, Ellis, Navarro and Chambers, and the principal watershed portions of Anderson, Freestone, Henderson, Houston, Kaufman, Leon, Madison, Polk, San Jacinto, Trinity, Walker and Liberty Counties. The Authority is governed by a Board (the “Board”) of 25 directors who are appointed by the Governor with the advice and consent of the Texas Senate. The first directors were appointed for staggered terms, and directors thereafter have served six-year terms. Three of the directors are appointed from the area-at-large; three directors are from Tarrant County; four are from Dallas County; and one director is from each of the other counties.

PLAN OF FINANCING

Purpose

Proceeds from the sale of the Bonds will be used for the purpose of providing funds (i) to acquire and construct improvements, betterments, extensions and replacements of the Tarrant County Water Project to provide treated water services to contracting cities, and (ii) to pay costs associated with the issuance of the Bonds.

Sources and Uses of Bond Proceeds

Proceeds from the sale of the Bonds, together with a cash contribution of the Issuer, are expected to be applied approximately as follows:

| | |
|---|--------------------------------|
| Sources of Funds | |
| Par Amount of Bonds | \$ 19,630,000.00 |
| Reoffering Premium | 3,646,924.95 |
| Transfer from prior Debt Service Reserve Fund | 285,877.33 |
| Total Sources of Funds | <u><u>\$ 23,562,802.28</u></u> |
| Uses of Funds: | |
| Deposit to Construction and Acquisition Fund | \$ 23,032,362.00 |
| Underwriters Discount | 94,862.24 |
| Costs of Issuance | 435,578.04 |
| Total Uses of Funds | <u><u>\$ 23,562,802.28</u></u> |

THE BONDS

Description of the Bonds

The Bonds are dated July 1, 2017, and mature on February 1 in each of the years and in the amounts shown on page ii hereof. Interest will accrue from the date they are initially delivered to the Underwriters, will be payable on February 1, 2018, and on August 1 and February 1 of each year thereafter until maturity or prior redemption, and will be computed on the basis of a 360-day year of twelve 30-day months. The definitive Bonds will be issued only in fully registered form in any integral multiple of \$5,000 for any one maturity and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry-Only System described herein. No physical delivery of the Bonds will be made to the beneficial owners thereof. Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds (see "THE BONDS - Book-Entry-Only System" herein).

Interest on the Bonds is payable to the registered owner appearing on the bond registration books of the Paying Agent/Registrar on the Record Date (as defined below) and such interest shall be paid by the Paying Agent/Registrar (i) by check sent by United States Mail, first class postage prepaid, to the address of the registered owner recorded in the bond register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. Principal of and interest on the Bonds at maturity will be payable upon their presentation and surrender to the Paying Agent/Registrar; provided, however, that so long as Cede & Co. (or other DTC nominee) is the registered owner of the Bonds, all payments will be made as described under "THE BONDS - Book-Entry-Only System" herein. If the date for any payment on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the designated corporate office of the Paying Agent/Registrar is located is authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

Authority For Issuance

The Bonds are being issued pursuant to the provisions of Chapter 518, Acts of the 54th Texas Legislature, Regular Session, 1955, as amended, Chapter 1371, Texas Government Code, as amended, and other applicable laws, and a bond resolution authorizing the issuance of the Bonds (the "Bond Resolution") adopted by the Board on August 24, 2016. In the Bond Resolution, the Board delegated to an officer of the Authority (the "Authorized Officer") the authority to complete the sale of the Bonds. The terms of the sale are included in a "Pricing Certificate" which was executed by the Authorized Officer, and which completed the sale of the Bonds (the Bond Resolution and the Pricing Certificate are jointly referred to as the "Resolution"). The Bonds are "Additional Bonds" permitted to be issued by the resolutions of the Board authorizing the issuance of the currently outstanding Tarrant County Water Project Revenue Bonds.

Security and Source of Payment

The Authority has entered into contracts (collectively, the "Contracts") with the Contracting Parties. The Contracting Parties have agreed to pay the Authority its net cost of operation and maintenance and the debt service on the Parity Bonds and any Additional Bonds that are required to complete the construction of the regional water supply system, any future expansions or to refund any such bonds (see "THE SYSTEM"). The Bonds, and interest thereon, together with the other Parity Bonds hereafter issued are on a parity and of equal dignity in all respects, and are payable solely from Net Revenues to be received by the Authority under the terms of the Contracts, and the Authority has pledged these Net Revenues to the punctual payment of the Bonds. The term "Net Revenues" means all of the gross revenues or payments received by the Authority (i) from the Contracting Parties under the Contracts and (ii) from the parties, if any, with whom the Authority may contract in the future for supplying treated water from the System, after deducting therefrom the amounts paid to the Authority for the purpose of paying Operation and Maintenance Expenses, with the result that the Net Revenues shall consist of the amounts necessary to pay all principal and/or interest coming due on the Parity Bonds on each principal and/or interest payment date (see "SELECTED PROVISIONS OF THE RESOLUTION" herein).

The expense of operating the Authority's Tarrant County Water Project, including administrative overhead and the amount necessary to pay debt service on any outstanding bonds, is reduced to a cost in cents per 1,000 gallons of water delivered by the System. Each Contracting Party is then billed monthly according to its projected annual flow with provisions for adjustment. The fiscal provisions of the Contracts with the Authority are summarized in this Official Statement (see "SUMMARY OF CONTRACT PROVISIONS - Fiscal Provisions" herein).

Actual net cost to the Contracting Parties of water treatment and transportation for fiscal year 2016 was \$3.182 per 1,000 gallons and the projected net cost for fiscal year 2017 (including the Bonds) is \$3.273 per 1,000 gallons.

Reserve Fund

There has previously been created a Reserve Fund to be used to finally retire or to pay when due debt service on designated Parity Bonds and any Additional Bonds to the extent the amounts in the Interest and Sinking Fund are insufficient. The Resolution provides that so long as the market value of the money and investments in the Reserve Fund, or any account therein, are not less than a “Required Amount” equal to the average annual principal and interest requirements of the Parity Bonds and Additional Bonds, no deposit to the Reserve Fund is required. At the time of delivery of the Bonds, the amounts on deposit in the Reserve Fund are not less than the Required Amount. (see “SELECTED PROVISIONS OF THE RESOLUTION” for additional details on the Reserve Fund).

Redemption

The Authority reserves the right, at its option, to redeem Bonds having stated maturities on and after February 1, 2028, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 1, 2027 or on any date thereafter, at the par value thereof plus accrued interest to the date of redemption.

Defeasance

The Resolution provides for the defeasance of the Bonds when the payment of all amounts due with respect to the Bonds to the due date thereof is provided by irrevocably depositing with the Paying Agent/Registrar or authorized escrow agent, in trust (1) money sufficient to make such payment and/or (2) Defeasance Securities to mature as to principal and interest in such amounts and at such times to insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation and expenses of the paying agent for the Bonds. The Resolution provides that “Defeasance Securities” means the following types of securities: (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America and (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Authority adopts or approves the proceedings authorizing the issuance of refunding obligations, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent. The Authority has the right, subject to satisfying the requirements of (1) and (2) above, to substitute other Defeasance Securities for the Defeasance Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the Authority moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment of the Bonds have been made as described above, all rights of the Authority to take any action amending the terms of the Bonds are extinguished.

Book-Entry-Only System

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by DTC while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The Authority and the Underwriters believe the source of such information to be reliable, but take no responsibility for the accuracy or completeness thereof.

The Authority and the Underwriters cannot and do not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate for each maturity will be issued for the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S.

and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, is the holding company of DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC’s Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from Authority or Agent, on payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) are the responsibility of the Authority or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to Authority or Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

Use of Certain Terms in Other Sections of this Official Statement. In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry Only System, and (ii) except as described above, notices that are to be given to registered owners under the Resolution will be given only to DTC.

Information concerning DTC and the Book-Entry Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by the Authority or the Underwriters.

Effect of Termination of Book-Entry-Only System. In the event the Book-Entry-Only System with respect to the Bonds is discontinued by DTC, or the use of the Book-Entry-Only System with respect to the Bonds is discontinued by the Authority, printed Bond certificates will be issued to the respective holders of the Bonds, and the respective Bonds will be subject to transfer, exchange, and registration provisions as set forth in the Resolution, summarized under “THE BONDS - Registration, Transfer and Exchange” below.

Paying Agent/Registrar

The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas. In the Resolution, the Authority retains the right to replace the Paying Agent/Registrar. The Authority covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are duly paid and any successor Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State of Texas or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Bonds. Upon any change in the Paying Agent/Registrar for the Bonds, the Authority agrees to promptly cause a written notice thereof to be sent to each registered owner of the Bonds by United States mail, first class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Transfer, Exchange and Registration

In the event the Book Entry Only System should be discontinued, the Bonds will be printed and delivered to the beneficial owners thereof, and thereafter the Bonds may be transferred and exchanged on the registration books of the Paying Agent/Registrar only upon presentation and surrender to the Paying Agent/Registrar and such transfer or exchange shall be without expense or service charge to the registered owner, except for any tax or other governmental charges required to be paid with respect to such registration, exchange and transfer. Bonds may be assigned by the execution of an assignment form on the respective Bonds or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. New Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bonds being transferred or exchanged, at the designated office of the Paying Agent/Registrar, or sent by United States mail, first class, postage prepaid, to the new registered owner or his designee. To the extent possible, new Bonds issued in an exchange or transfer of Bonds will be delivered to the registered owner or assignee of the registered owner in not more than three business days after the receipt of the Bonds to be canceled, and the written instrument of transfer or request for exchange duly executed by the registered owner or his duly authorized agent, in form satisfactory to the Paying Agent/Registrar. New Bonds registered and delivered in an exchange or transfer shall be in any integral multiple of \$5,000 for any one maturity and for a like aggregate designated amount as the Bonds surrendered for exchange or transfer. See "THE BONDS - Book Entry Only System" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Bonds.

Limitation on Transfer of Bonds

The Paying Agent/Registrar shall not be required to make any transfer, conversion or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

Record Date for Interest Payment

The record date ("Record Date") for the interest payable on the Bonds on any interest payment date means the close of business on the fifteenth calendar day of the preceding month.

In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the registration books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

Bondholders' Remedies

The Resolution provides that, in the event of a default or a threatened default in the payment of principal of or interest on the Parity Bonds, any court of competent jurisdiction may, upon petition of holders or owners of 25% of the outstanding Parity Bonds, appoint a receiver with authority to collect and receive all income from the System, employ, and discharge agents, employees, and consultants of the Authority, take charge of pledged funds on hand and manage the proprietary affairs of the Authority without consent or hindrance by the Board of the Authority. Such receiver may also be authorized to make contracts for providing water treatment services or renew such contracts with the approval of the court. The Court may vest the receiver with such other powers and duties as the court may find necessary for the protection of the holders or owners of the Parity Bonds. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the Bonds or the Resolution and the Authority's obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. On June 30, 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W. 3d 325 (Tex. 2006), that a waiver of sovereign immunity in a contractual dispute must be provided for by statute in "clear and unambiguous" language. Because it is unclear whether the Texas legislature has effectively waived the Authority's sovereign immunity from a suit for money damages, Bondholders may not be able to bring such a suit against the Authority for breach of the Bonds or Resolution covenants in the absence of Authority action. Chapter 1371, Texas Government Code ("Chapter 1371"), which pertains to the issuance of public securities by issuers such as the Authority, permits the Authority to

waive sovereign immunity in the proceedings authorizing its bonds, but in connection with the issuance of the Bonds, the Authority has not waived sovereign immunity. Even if a judgment against the Authority could be obtained, it could not be enforced by direct levy and execution against the Authority's property. Further, the registered owners cannot themselves foreclose on property within the Authority or sell property within the Authority to enforce any lien on property to pay the principal of and interest on the Bonds. Furthermore, the Authority is eligible to seek relief from its creditors under Chapter 9 of the U.S. Bankruptcy Code ("Chapter 9"). Although Chapter 9 provides for the recognition of a security interest represented by a specifically pledged source of revenues, such provision is subject to judicial construction. Chapter 9 also includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the prosecution of any other legal action by creditors or Bondholders of an entity which has sought protection under Chapter 9. Therefore, should the Authority avail itself of Chapter 9 protection from creditors, the ability to enforce would be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of other federal or state court); and the Bankruptcy Code provides for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it. The opinion of Bond Counsel will note that all opinions relative to the enforceability of the Bonds are qualified with respect to the customary rights of debtors relative to their creditors.

THE SYSTEM

The System

The Tarrant County Water Project (the "System") consists of a raw water intake and pump station located on Lake Arlington, raw water transmission pipelines, raw water booster pump station, surface water treatment plant, and distribution pumping, transmission and storage facilities. The surface water treatment plant is capable of treating 87 MGD and is a conventional facility consisting of:

- Ozone disinfection.
- Rapid mix/coagulation facility for dispersing coagulants, fluoride (for tooth decay prevention), and lime for pH adjustment to control corrosion.
- Flocculation/sedimentation structures for removing particulate and flocculated materials.
- Filters for removing fine particles and microbials.
- Clearwell structures for additional disinfectant contact and treated water storage.
- High service pumping for conveying water to customer cities and distribution system facilities.

Raw water is supplied to the System through a contract between the Authority and the Tarrant Regional Water District (the "District"). The basic contract was approved by the District and the Authority's Board in December 1979 and was amended and superseded by an amendatory contract by and among the District, the Authority and the Cities of Fort Worth, Arlington and Mansfield, effective as of March 1980 (the "Water Supply Contract"). The Water Supply Contract is effective for the life of the bonds which were issued by the District to provide water to the parties to the Water Supply Contract and thereafter for the life of the District's facilities serving the parties to the Water Supply Contract.

Water is provided to the System from the District's Cedar Creek Lake and Richland-Chambers Reservoir. The District agrees to use its best efforts to furnish raw water, to the extent available from its system, in an amount sufficient to satisfy the reasonable demands of the parties to the Water Supply Contract. Under the Water Supply Contract the District reserves the right to contract with additional parties so long as it does not jeopardize its ability to supply the needs of the existing contracting parties. The Authority is required to purchase all of its raw water requirements from the District; provided that, upon agreement of the District, the Authority may purchase raw water from other sources if the District is unable to satisfy the System's demands. Pursuant to the Water Supply Contract, the Authority has a minimum take-or-pay from the District of the greater of 5.5 million gallons per day or the average daily consumption for the previous five-year period.

Future Debt Plans

Additional expansions and improvements to System facilities are planned so as to coincide with increasing demands of the growing Contracting Parties' service area. The exact timing of expansion beyond 87 MGD is uncertain at this time and will be continually evaluated as the planning efforts are matured. Funding for future planned expansions is also anticipated to be conducted utilizing the issuance of revenue bonds.

Anticipated Issuance of Additional System Revenue Bonds

The Authority has plans to issue an estimated \$40 million in bonds for certain treatment plant, raw water, and distribution system improvements for the System during the next 24 months.

DEBT INFORMATION

Debt Service Requirements

| Fiscal Year Ending November 30 | Outstanding Parity Bonds Debt Service ⁽¹⁾ | | | The Bonds | | | Total Outstanding Debt Service |
|--------------------------------------|--|---------------------|----------------------|---------------------|---------------------|---------------------|--------------------------------------|
| | Principal | Interest | Total | Principal | Interest | Total | |
| 2017 | \$ - | \$2,359,231 | \$2,359,231 | \$ - | \$ - | \$ - | \$2,359,231 |
| 2018 | 7,255,000 | 4,543,138 | 11,798,138 | - | 990,413 | 990,413 | 12,788,550 |
| 2019 | 6,945,000 | 4,206,388 | 11,151,388 | 725,000 | 932,375 | 1,657,375 | 12,808,763 |
| 2020 | 7,280,000 | 3,880,938 | 11,160,938 | 760,000 | 906,300 | 1,666,300 | 12,827,238 |
| 2021 | 7,610,000 | 3,544,988 | 11,154,988 | 795,000 | 875,200 | 1,670,200 | 12,825,188 |
| 2022 | 7,960,000 | 3,186,875 | 11,146,875 | 820,000 | 842,900 | 1,662,900 | 12,809,775 |
| 2023 | 8,375,000 | 2,792,850 | 11,167,850 | 750,000 | 807,750 | 1,557,750 | 12,725,600 |
| 2024 | 8,735,000 | 2,367,775 | 11,102,775 | 795,000 | 769,125 | 1,564,125 | 12,666,900 |
| 2025 | 10,150,000 | 1,897,819 | 12,047,819 | 840,000 | 728,250 | 1,568,250 | 13,616,069 |
| 2026 | 10,950,000 | 1,372,288 | 12,322,288 | 885,000 | 685,125 | 1,570,125 | 13,892,413 |
| 2027 | 11,450,000 | 870,475 | 12,320,475 | 930,000 | 639,750 | 1,569,750 | 13,890,225 |
| 2028 | 11,975,000 | 342,800 | 12,317,800 | 975,000 | 592,125 | 1,567,125 | 13,884,925 |
| 2029 | 170,000 | 40,513 | 210,513 | 1,020,000 | 542,250 | 1,562,250 | 1,772,763 |
| 2030 | 180,000 | 32,850 | 212,850 | 1,075,000 | 489,875 | 1,564,875 | 1,777,725 |
| 2031 | 190,000 | 24,525 | 214,525 | 1,145,000 | 434,375 | 1,579,375 | 1,793,900 |
| 2032 | 200,000 | 15,250 | 215,250 | 1,190,000 | 376,000 | 1,566,000 | 1,781,250 |
| 2033 | 205,000 | 5,125 | 210,125 | 1,250,000 | 315,000 | 1,565,000 | 1,775,125 |
| 2034 | - | - | - | 1,310,000 | 251,000 | 1,561,000 | 1,561,000 |
| 2035 | - | - | - | 1,385,000 | 183,625 | 1,568,625 | 1,568,625 |
| 2036 | - | - | - | 1,455,000 | 112,625 | 1,567,625 | 1,567,625 |
| 2037 | - | - | - | 1,525,000 | 38,125 | 1,563,125 | 1,563,125 |
| TOTAL | \$99,630,000 | \$31,483,825 | \$131,113,825 | \$19,630,000 | \$11,512,188 | \$30,142,188 | \$161,256,016 |

(1) Outstanding Principal by Series as of July 1, 2017:

| | |
|-----------------|--------------|
| Series 2008 | \$1,205,000 |
| Series 2013 | 3,255,000 |
| Series 2015 Ref | 56,935,000 |
| Series 2016 Ref | 38,235,000 |
| Total | \$99,630,000 |

SELECTED CONTRACT PROVISIONS

Following is a summary of the text of certain provisions contained in each of the contracts between the Authority and the Cities of Bedford, Euless, Colleyville, Grapevine and North Richland Hills (the “Contracts”). The Authority has a separate contract with each City, and, as a consequence, certain provisions may differ slightly between Contracts in order to suit each City’s particular needs. References in this section to “Project” refer to the “System”.

Reference is hereby made to the full and complete Contracts for further information, copies of which are available upon request from the Financial Advisor. Certain provisions, including dates and other time references discussed below, are as expressly specified in the Contracts and have not been revised to reflect more recent dates or time periods.

There are two basic differences in the various Contracts. The first regards service area. All of the corporate limits of Bedford, Euless and Colleyville are serviced by the Project. However, because North Richland Hills and Grapevine have other water supplies, the Project serves defined service areas in such cities which encompass less than their entire corporate limits.

The Contracts with Bedford and Euless also provide that the Authority will notify each city at least one year in advance of the issuance of any bonds, after bonds for the first phase of construction, in accordance with the Engineering Report, have been delivered, provided, that such cities may request the Authority to finance and construct a phase of the Project at any time and Authority may issue bonds without giving one year’s notice in cases of emergency. Any resolution authorizing any bonds shall be submitted to each city for approval as to form and substance, except as to price, interest rate and purchaser. No such resolution shall be binding on either city until approved by ordinance or resolution by such city.

Definition of Terms

Terms and expressions as used in each of the Contracts, unless the context clearly shows otherwise, shall have the meanings below. Terms such as “this contract,” “this agreement,” “herein,” “hereof,” “hereby,” “hereunder” or “hereto” shall refer to each Contract in its entirety and not to this summary. The term “City” refers to each of the cities of Bedford, Euless, Colleyville, Grapevine and North Richland Hills.

A. “Additional Contracting Party” means any party not defined as a Contracting Party with whom Authority makes a contract for supplying treated water through the Project.

B. “Adjusted Annual Payment” means the Annual Payment, as adjusted due to service to Additional Contracting Parties and/or as required during or after each Fiscal Year.

C. “Annual Payment” means the amount of money to be paid to Authority by City as its proportionate share of the Annual Requirement.

D. “Annual Requirement” means the total amount of money required for Authority to pay all Operation and Maintenance Expense of the Project, to pay the debt service on its Bonds and to pay any amounts required to be deposited in any special or reserve funds required to be established and/or maintained by the provisions of the Bond Resolution.

E. “Bond Resolutions” means the resolutions of Authority which authorize the Bonds.

F. “Bonds” means the revenue bonds heretofore and hereafter issued by Authority, whether one or more issues, and the interest coupons appertaining thereto, in connection with the acquisition, construction, improvement, betterment, and extension of the Project, and any bonds issued to refund any Bonds.

G. “Contracting Parties” means the Cities of Bedford, Euless, Colleyville, Grapevine and North Richland Hills.

H. “Fiscal Year” means the fiscal year of Authority which is December 1 through November 30.

I. “Operation and Maintenance Expense” means all costs of operation and maintenance of the Project including (for greater certainty but without limiting the generality of the foregoing) repairs and replacements for which no special fund is created in the Bond Resolutions, the costs of utilities supervision, engineering, accounting, auditing, legal services, and any other supplies, services, administrative costs and equipment necessary for proper operation and maintenance of the Project, and payments made by Authority in satisfaction of judgments resulting from claims not covered by Authority’s insurance or not paid by a Contracting Party or Parties arising in connection with the operation and maintenance of the Project. The term also includes the charges of the bank or banks where the Bonds are payable.

J. “Project” means all water supply facilities described in the engineering report of Knowlton-Ratliff-English-Collins, consulting engineers, certified Report on Proposed Bedford-Euless Water System to Trinity River Authority of Texas, dated July 1971 as such report may be amended or supplemented in the future (the “Engineering Report”).

Quantity, Quality, Points of Delivery, Measuring Equipment, Unit of Measurement and Delivery Pressure

A. *Quantity.* Authority agrees to sell and to deliver to City at the Delivery Point or Points described in the Contracts, and City agrees to purchase and take at such Delivery Point or Points all treated water required by City during the period of the Contracts for its own use and for distribution to the customers served by City's distribution system, except to the extent otherwise provided. Authority will use its best efforts to remain in position to furnish water sufficient for the reasonable demands of City, but its obligations shall be limited to the amount of water available to it under its contract with the District* and by its commitments to other Contracting Parties and Additional Contracting Parties. The Authority will not be obligated to furnish water to Additional Contracting Parties which will jeopardize the Authority's ability to provide to Bedford and Euless the Average Demand during Peak Month, as projected by Figure 13 of the Engineering Report, unless such obligation has been agreed to by Council Resolution of the Cities of Bedford and Euless.

B. *Quality.* The water to be delivered by Authority and received by City shall be potable treated water meeting applicable purity standards of the Texas Department of Public Health. City has satisfied itself that such water will be suitable for its needs.

C. *Points of Delivery.* The Point or Points of Delivery into City's distribution system shall be as designated in the Engineering Report.

D. *Measuring Equipment.* (a) Authority shall furnish, install, operate and maintain at its own expense the necessary metering equipment of standard type for measuring properly the quantity of water delivered under the Contracts. Such metering equipment shall be located on Authority's supply main at a location to be designated by Authority. Such meter or meters and other equipment so installed shall remain the property of Authority. City shall have access to such main metering equipment at all reasonable times, but the reading, calibration and adjustment thereof shall be done only by the employees or agents of Authority. For the purpose of the Contracts, the original record or reading or the main meter shall be the journal or other record book of Authority in its office in which the records of the employees or agents of Authority who take the reading are or may be transcribed. Upon written request of City, Authority will give City a copy of such journal or record book, or permit City to have access to the same in the office of Authority during reasonable business hours.

(b) Not more than once in each calendar year, on a date as near the end of such calendar year as practical, Authority shall calibrate its main meter or meters, if requested in writing by City to do so, in the presence of a representative of City, and the parties shall jointly observe any adjustments which are made to the meter in case any adjustments shall be necessary, and if the check meter hereinafter provided for has been installed, the same shall also be calibrated by City in the presence of a representative of Authority and the parties shall jointly observe any adjustment in case any adjustment is necessary. If City shall in writing request Authority to calibrate its meters and Authority shall give City written notice of the time when any such calibration is to be made and a representative of City is not present at the time set, Authority may proceed with calibration and adjustment in the absence of any representative of City.

(c) If either party at any time observes a variation between a main delivery meter and the check meter, if any such checkmeter is installed, such party will promptly notify the other party, and the parties hereto shall then cooperate to procure an immediate calibration test and joint observation of any adjustment and the main meter shall then be adjusted to accuracy. Each party shall give the other party forty-eight (48) hours' notice of the time of any test of meter so that the other party may conveniently have a representative present.

(d) If, upon any test, the percentage of inaccuracy of metering equipment is found to be in excess of two percent (2%) registration thereof shall be corrected for a period extending back to the time when such inaccuracy began if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event farther back than a period of six (6) months. If, for any reason, the main meter is out of service or out of repair so that the amount of water cannot be ascertained or computed from the reading thereof, the water delivered through the period such meter is out of service or out of repair, shall be estimated and agreed upon by the parties thereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any checkmeter if the same has been installed and is accurately registering. Otherwise, the best data available shall be deemed any other meters in the transmission line or treatment plant which can be related to the main delivery meter. If no other meters in the system are operational which will allow determination of delivered quantity, then the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculation, or (ii) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter was registering accurately.

(e) City may, at its option and its own expense, install and operate a check meter to check the meter installed by Authority, but the measurement of water shall be solely by the Authority's Meter, except in the case hereinabove specifically provided to the contrary. Such check meter shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Authority, but the reading, calibration and adjustment thereof shall be made only by the City, except during any period when a check meter may be used under the provisions hereof for measuring the amount of water delivered, in which case

* Reference to District means the Tarrant Regional Water District.

the reading, calibration and adjustment thereof shall be made by with like effect as if such check meter had been furnished or installed by Authority.

E. *Unit of Measurement.* The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

F. *Delivery Pressure.* The water shall be delivered by Authority at the point of delivery at a pressure sufficient to transmit the water into the City's distribution system.

Fiscal Provisions

A. *Financing.* Authority will pay for the cost of constructing and expanding the Project and will issue its Bonds in amounts necessary which, together with other available funds, if any, will be sufficient to accomplish such construction or expansion.

B. *Annual Requirement.* It is acknowledged and agreed that payments to be made under the Contracts and similar contracts with other Contracting Parties and Additional Contracting Parties will be the only source available to Authority to provide the Annual Requirement; and that the Authority has a statutory duty to establish and from time to time to revise the charges for services to be rendered and made available to City hereunder so that the Annual Requirement shall at all times be not less than an amount sufficient to pay or provide for the payment of:

(a) All Operation and Maintenance Expense;

(b) The principal of and the interest on the Bonds, as such principal and interest become due, less interest to be paid out of Bond proceeds as permitted by the Bond Resolution;

(c) During each Fiscal Year, the proportionate part of any special or reserve funds required to be established and/or maintained by the provisions of the Bond Resolution; and

(d) An amount in addition thereto sufficient to restore any deficiency in any such funds or accounts required to be accumulated and maintained by the provisions of the Bond Resolution.

C. *Payments by City.* (a) For services to be rendered to City by Authority, City agrees to pay, at the time and in the manner provided, its proportionate share of the Annual Requirement, which shall be determined as follows and shall constitute City's Annual Payment:

For each Fiscal Year during the term of the Contracts, City's proportionate share of the Annual Requirement shall be a percentage obtained by dividing City's estimated treated water requirement for such year by the total estimated treated water requirement of all Contracting Parties for such year.

The following tabulation shall apply for the Fiscal Year 2017, City's Annual Payment for the Fiscal Year 2017 shall be calculated by multiplying City's percentage from the tabulation below times the Annual Requirement.

| <u>Contracting Parties</u> | <u>Estimated 2017 Flow (MGD)</u> | <u>Percentage of Total</u> |
|----------------------------|--|--------------------------------|
| Bedford | 6.8 | 21.81% |
| Colleyville | 6.8 | 21.81% |
| Eules | 5.9 | 18.92% |
| Grapevine | 7.0 | 22.45% |
| North Richland Hills | 4.6 | 15.01% |

City's Annual Payment for each succeeding Fiscal Year shall be its proportionate share of the Annual Requirement, calculated in the manner specified above. Such payments shall be made in accordance with and at the times set forth in an annual Schedule of Payment which will be supplied to City. At the close of each Fiscal Year, Authority shall determine City's percentage by dividing City's actual metered usage by the total actual metered usage of the System by all Contracting Parties. City's Adjusted Annual Payment shall be calculated by multiplying City's redetermined percentage times the Annual Requirement. The difference between the Adjusted Annual Payment and the Annual Payment, if any, when determined, shall be applied as a credit or a debit to City's account with Authority and shall be credited or debited to City's next subsequent monthly statement.

(b) If, during any Fiscal Year, Authority begins providing services to an Additional Contracting Party or Parties, City's Annual Payment for each Fiscal Year shall be determined in the following manner:

- (i) Such Additional Contracting Party or Parties estimated treated water requirement for such year, or portion thereof, shall be determined by Authority;
 - (ii) City's proportionate share or the Annual Requirement shall be a percentage, redetermined by dividing City's estimated treated water requirement by the total annual estimated treated water requirement by all Contracting Parties, including that estimated for the Additional Contracting Party or Parties for the remaining portion of such Fiscal Year;;
 - (iii) Authority shall redetermine the Annual Requirement, taking into consideration any costs incurred on account of the Additional Contracting Party or Parties;
 - (iv) City's Annual Payment shall be redetermined by Multiplying City's redetermined percentage times the redetermined Annual Requirement;
 - (v) Following the first Fiscal Year or part thereof of service to an Additional Contracting Party, City's Annual Payment shall be determined annually in the manner set forth above, incorporating the Additional Contracting Party in the calculations on the same basis as all parties being served by the System.
- (c) City's Annual Payment shall also be redetermined, in the manner set out above, at any time during any Fiscal Year if:
- (i) Additions, enlargements or improvements to the Project are constructed by Authority to provide continuing service which in turn requires a redetermination of the Annual Requirement; or
 - (ii) Unusual or extraordinary expenditures for maintenance and operation are required which are not provided for in the Annual Budget or in the Bond Resolution.
- (d) On or before November 1 of each year, Authority shall furnish City with a schedule of the monthly payments to be made by such City to the Authority for the ensuing Fiscal Year. City hereby agrees that it will make such payments to the Authority on or before the 10th day of each month of such Fiscal Year. If the City at any time disputes the amount to be paid by it to Authority, City shall nevertheless promptly make the payment or payments determined by Authority, and, if it is subsequently determined by agreement, arbitration or court decision that such disputed payments made by City should have been less, or more, Authority shall promptly revise and reallocate the charges among all parties then being served by Authority in such manner that City will recover its overpayment or Authority will recover the amount due it.
- (e) If City's Annual Payment is redetermined as is herein provided, Authority will promptly furnish City with an updated schedule of monthly payments reflecting such redeterminations.

Special Provisions

- (a) Authority will proceed to finance and construct the Project to the end that it will be able to deliver treated water to City beginning on June 1, 1974 with respect to Bedford and Euless and on June 1, 1981 with respect to the other Contracting Parties.
- (b) Title to all water supplied hereunder shall remain in Authority through the Point(s) of Delivery, and upon passing through the Point(s) of Delivery, such title to the water shall pass to City. Each of the parties hereto agrees to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by anyone on account of the transportation and delivery of said water while title remains in such party.
- (c) It is expressly understood and agreed that any obligations on the part of Authority to complete the Project and to provide water to City shall be conditioned upon Authority's ability to obtain all necessary material, labor and equipment and upon the ability of Authority to finance the cost of the Project through the actual sale of Authority's Bonds.
- (d) Authority shall never have the right to demand payment by City of any obligations assumed by it or imposed on it under and by virtue of the Contracts from funds raised or to be raised by taxes levied by City. City's obligations under this contract shall never be construed to be a debt of the City of such kind as to require it under the law of this State to levy and collect a tax to discharge such obligation, it being expressly understood by the parties hereto that all payments due by City are to be made from water and sewer revenues received by City.
- (e) City represents and covenants that all payments to be made hereunder by it shall constitute "Operating Expenses" of its waterworks and sewer system as defined in Article 1113 of the Revised Civil Statutes of Texas, as amended [now codified as Section 1502.056, Texas Government Code], and that all such payments will constitute operating expenses of City's waterworks and sewer system.
- (f) City agrees to fix and collect such rates and charges for water and sewer services to be supplied by its waterworks and sewer system as will produce revenues in an amount equal to at least the minimum payments due under the Contracts and to comply with provisions of ordinances authorizing its outstanding revenue bonds.

(g) The Authority will supply, and City shall take, all of the water to be used during the term of the Contracts. However, it is understood that the City may ultimately require supplemental well supply; and therefore, City must maintain its existing wells in good operating condition at all times. The proper maintenance of these wells will require periodic operation and such operation is considered acceptable. Also, at such times as peak demands on the City's water system may exceed the capabilities of the Authority's facilities to deliver treated water or at such times as the Authority's facilities may be totally or partially out of service, the City may furnish additional water needed by using other sources of water supply available to it for such purposes.

(h) Authority shall not be liable to City for any damages occasioned by the inability of Authority to supply all water required by City if such inability is caused by the inability of District to deliver all water required by Authority to meet its contractual obligations.

(i) In the event Authority is sued or is placed on notice of demand for payment of a claim or claims not covered by Authority's insurance or claims not paid by either Euless or Bedford arising in connection with the operation and maintenance of the Project, then in any of said events, Authority shall forthwith notify City in writing as to the nature of the claim or litigation which could result in an increase in operation and maintenance expense. City shall have ten (10) days from receipt of such written notification in which to advise and comment to Authority concerning any claim, suit or demand for payment and Authority shall duly consider City's advice and comments in any final disposition of said claim or demand for payment.

Force Majeure

(a) If by reason of force majeure either party shall be rendered unable wholly or in part to carry out its obligations under the Contracts, other than the obligation of City to make the payments required under (b) of this section, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" means acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, and inability on part of Authority to deliver water hereunder for any reason, or the City to receive water for any reason, or on account of any other causes not reasonably within the control of the party claiming such inability.

- A smaller service area is described in the Grapevine and North Richland Hills Contracts.
- The Grapevine and the North Richland Hills Contracts specify that in order for such cities to supply water to all of their respective water customers, such cities will utilize other sources of water supply available to it for such purposes.

(b) Recognizing that the Authority will use payments received by City and others to pay, secure and finance the issuance of the Bonds, upon the issuance and sale of any Bonds by the Authority to provide funds for the Project, City shall be unconditionally obligated to pay its proportionate share of the debt service on such Bonds, regardless of whether or not the Authority is actually delivering water to City, or whether or not City actually takes water, whether due to Force Majeure or otherwise. Under such circumstances, the amount due to Authority from City shall be a percentage of the debt service on the Bonds for the period of any such failure of service. Such percentage shall be the last percentage used by Authority in determining City's Annual Payment prior to any such failure of service. This covenant by City shall be for the holders of the Bonds.

Limitation of Authority Obligation

In the event that the amount of water available to Authority under its contract with District is insufficient to supply all requirements of City, City may utilize water from other sources to fulfill its need in amounts which Authority is unable to supply.

Term of Contract; Modification; Notices

A. Term of Contract. The contract term is for a period of thirty-five (35) years from the date District is capable of delivering water to Authority and thereafter until all Bonds and refunding bonds issued in lieu of the Bonds have been paid.

B. Modification. No change or modification of this contract shall be made which will affect adversely the prompt payment when due of all moneys required to be paid by City under the terms of this contract and no such change shall be effective which would cause a violation of any provisions of any resolution of Authority authorizing the issuance of Bonds or any bonds issued to refund any of the Bonds.

C. Continued Service. Upon the expiration of the Contracts, that City shall have the right to continued service for an additional period of fifty (50) years, or for such other time as may be agreed, upon execution of an appropriate agreement between City and Authority.

SELECTED PROVISIONS OF THE RESOLUTION

Section 5. DEFINITIONS. In each place throughout this Resolution wherein the following terms, or any of them, are used, the same, unless the text shall indicate another or different meaning or intent, shall be construed and are intended to have meanings as follows:

- (a) “Act” and “Authority Act” mean Chapter 518, Acts of the Fifty-Fourth Legislature of the State of Texas, Regular Session, 1955, as amended.
- (b) “Additional Bonds” means the additional parity revenue bonds as defined and permitted in Sections 36 and 37 of this Resolution.
- (c) “Authority” and “Issuer” mean Trinity River Authority of Texas and any other public body or agency at any time succeeding to the property and principal rights, power and obligations of said Authority.
- (d) “Board of Authority” and “Board” mean the Board of Directors of the Authority.
- (e) “Bonds” means collectively the Bonds as described and defined herein, and all substitute bonds exchanged therefor, as well as all other substitute and replacement bonds, issued as provided in this Resolution.
- (f) “Certified Public Accountant” means any certified public accountant, licensed public accountant or firm of such public accountants of suitable experience and qualifications not regularly in the employ of the Authority, selected by the Authority.
- (g) “Cities” means the Cities of Bedford, Euless, Colleyville, Grapevine, and North Richland Hills, Texas.
- (h) “Code” means the United States Internal Revenue Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto.
- (i) “Contracts” means the contracts between the Authority and the Cities as described and defined in the preamble to this Resolution.
- (j) “Credit Facility” shall mean a policy of municipal bond insurance, a surety bond or a letter or line of credit, or any other agreement, commitment or contract authorized by the Authority as a Credit Facility issued by a Credit Facility Provider in support of any Parity Bonds.
- (k) “Credit Facility Provider” shall mean (i) with respect to any Credit Facility consisting of a policy of municipal bond insurance or a surety bond, an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations such as the Parity Bonds, provided that a Rating Agency having an outstanding rating on the Parity Bonds would rate the Parity Bonds fully insured by a standard policy issued by the issuer in its highest generic rating category for such obligations; and (ii) with respect to any other Credit Facility, any financial institution, provided that a Rating Agency having an outstanding rating on the Parity Bonds would rate the Parity Bonds in its two highest generic rating categories for such obligations if the Credit Facility proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the series of Parity Bonds and the interest thereon.
- (l) “Depository” means the bank or banks which the Authority selects (whether one or more), in accordance with law, as its depository.
- (m) “Eligible Investments” shall mean those investments in which the Authority is authorized by law, including, but not limited to, the Public Funds Investment Act of 1987 (Chapter 2256, Texas Government Code), as amended, to purchase, sell and invest its funds and funds under its control; and provided further that Eligible Investments shall specifically include, with respect to the investment of proceeds of any Parity Bonds, guaranteed investment contracts fully collateralized by Government Obligations.
- (n) “Engineering Report” means the Report dated July 1, 1971, and the supplements thereto with respect to the Authority’s Tarrant County Water Project, all as described and defined in the preamble to this Resolution, as such Engineering Report may be further amended or supplemented prior to the execution of construction contracts and changed by change orders entered after construction contracts have been executed, or as such report may be amended or supplemented to provide expanded service in the future.
- (o) “Fiscal Year” means the twelve month period beginning December 1 of each year, or such other twelve month period as may in the future be designated as the Fiscal Year of Authority.
- (p) “Government Obligations” shall mean direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

- (q) “Independent Consulting Engineer” means the Engineer or engineering firm or corporation at the time employed by the Authority under the provisions of Section 31 of this Resolution.
- (r) “Outstanding Bonds” shall have the meaning set forth in the preamble.
- (s) “Parity Bonds” means collectively the Outstanding Bonds, the Bonds and bonds hereafter issued on a parity therewith.
- (t) “Paying Agents” means collectively the banks where the principal of and interest on the Parity Bonds are payable.
- (u) “Rating Agency” shall mean any nationally recognized securities rating agency which has assigned a rating to the Parity Bonds.
- (v) “Required Amount” shall mean the amount so designated in Section 10 of this Resolution.
- (w) “Reserve Fund” shall mean the Fund so designated in Section 10 of this Resolution.
- (x) “Reserve Fund Obligations” shall mean cash, Eligible Investments, any Credit Facility, or any combination of the foregoing.
- (y) “Resolution” means this Resolution authorizing the Bonds.
- (z) “System” and “Authority’s System” mean all of Authority’s facilities constructed pursuant to the Engineering Report, as supplemented or amended.

Section 6. BONDS AND SECURITY THEREFOR. The Parity Bonds are and shall be secured by and payable from a first lien on and pledge of the Net Revenues, as hereinafter defined, and the funds and accounts hereinafter confirmed or created in this Resolution; and the Net Revenues are further pledged to the establishment and maintenance of said funds and accounts as hereinafter provided. The Parity Bonds are and will be secured by and payable only from the Net Revenues, and are not secured by or payable from a mortgage or deed of trust on any properties, whether real, personal, or mixed, constituting the System.

Section 7. REVENUE FUND. All revenues of the System received by the Authority, including the net proceeds to the Authority of the Contracts with the Cities shall be collected and paid over promptly upon collection to the Depository and the Authority hereby covenants and agrees so to do. Such revenues shall be held by the Depository in a special fund known as the “Trinity River Authority of Texas (Tarrant County Water Project) Revenue Bonds Revenue Fund” (hereinafter called the “Revenue Fund”), and shall be disbursed or applied for the purpose of paying Operation and Maintenance Expenses of the System, and for the making of transfers hereinafter required and in the order listed.

Section 8. (a) OPERATION AND MAINTENANCE EXPENSES. The term “Operation and Maintenance Expenses” shall mean all costs of operation and maintenance of the Authority’s System including, but not limited to, repairs and replacements for which no special fund is created in any bond resolution, the cost of utilities, supervision, engineering, accounting, auditing, legal services, and any other supplies, services, administrative costs and equipment necessary for proper operation and maintenance of the Authority’s System, and payments made by Authority in satisfaction of judgments resulting from claims not covered by Authority’s insurance or not paid by one of the Cities arising in connection with the operation and maintenance of the System. The term also includes the fees of the bank or banks where the Parity Bonds are payable. Depreciation shall not be considered an item of Operation and Maintenance Expense.

(b) Except for other transfers herein required, the moneys in the Revenue Fund shall be subject to withdrawal by the Authority for the payment of Operation and Maintenance Expenses only upon checks and vouchers, stating the purpose of the payment (which shall be in accordance with the current Annual Budget of the Authority) signed by the President of the Authority and countersigned by its Treasurer, or signed and countersigned by such officers or employees of the Authority as may from time to time be designated by resolution of the Board of Authority. At the end of each Authority Fiscal Year any surplus funds remaining in the Revenue Fund shall be transferred to the Interest and Sinking Fund.

Section 9. INTEREST AND SINKING FUND. (a) For the sole purpose of paying the principal of and interest on the Parity Bonds, and any Additional Bonds, as the same come due, there has been created and established, and there shall be maintained at a Depository, a separate fund entitled the “Trinity River Authority of Texas (Tarrant County Water Project) Revenue Bonds Interest and Sinking Fund” (hereinafter called the “Interest and Sinking Fund”).

(b) The Issuer shall, immediately after the delivery of the Bonds, deposit into the Interest and Sinking Fund, from the proceeds of sale of the Bonds, all accrued interest received upon sale of the Bonds, plus an amount sufficient to pay the interest coming due on the Bonds during construction, as required and determined by the Authorized Officer, if any. Said deposit shall be held and applied solely to pay interest on the Bonds as it becomes due and payable.

(c) It shall be the duty of the Authority to transfer from Net Revenues in the Revenue Fund to the credit of the Interest and Sinking Fund the amounts and at times as follows:

(1) such amounts, in equal monthly installments, made on or before the 15th day of each month hereafter, as will be sufficient, together with any other amounts on deposit therein and available for such purpose, to pay the interest scheduled to come due on all Parity Bonds and any Additional Bonds on the next interest payment date; and

(2) such amounts, in equal monthly installments, made on or before the 15th day of each month hereafter, as will be sufficient, together with any other amounts on deposit therein and available for such purpose, to pay the principal of all Parity Bonds and any Additional Bonds coming due and maturing or required to be redeemed on the next interest payment date.

(d) The Authority shall make such arrangements as are necessary to insure that sufficient funds from the Interest and Sinking Fund are available at each Paying Agent to pay the principal of and interest on all Parity Bonds and Additional Bonds when due.

Section 10. RESERVE FUND. (a) There is hereby confirmed and there shall be maintained on the books of the Authority a special Fund entitled the "Trinity River Authority of Texas Tarrant County Water Project New Reserve Fund" (the "Reserve Fund"), within which there may be established separate accounts to be held for the benefit of specific issues of Parity Bonds and not for the benefit of all Parity Bonds. There shall be deposited into the Reserve Fund any Reserve Fund Obligations so designated by the Authority. Reserve Fund Obligations in the Reserve Fund shall be deposited and maintained in a Depository. Reserve Fund Obligations in the Reserve Fund shall be used solely for the purpose of retiring the last of any Parity Bonds for which the Reserve Fund, or an account within the Reserve Fund, is held as they become due or paying principal of and interest on any such Parity Bonds when and to the extent the amounts in the Interest and Sinking Fund are insufficient for such purpose. Any specific Reserve Fund account shall be maintained in an amount equal to the average annual principal and interest requirements of the specific Parity Bonds to which it relates (the "Required Amount"). The Authority may, at its option, withdraw and transfer to the Revenue Fund, all surplus in the Reserve Fund over the Required Amount. The foregoing notwithstanding, with respect to the issuance of the Bonds, the Authorized Officer may direct the transfer of any surplus in the Reserve Fund to be deposited into the Construction and Acquisition Fund.

(b) The Authority may replace or substitute a Credit Facility for cash or Eligible Investments on deposit in the Reserve Fund or in substitution for or replacement of any existing Credit Facility. Upon such replacement or substitution, cash or Eligible Investments on deposit in the Reserve Fund which, taken together with the face amount of any existing Credit Facilities, are in excess of the Required Amount may be withdrawn by the Authority, at its option, and transferred to the Revenue Fund; provided that the face amount of any Credit Facility may be reduced at the option of the Authority in lieu of such transfer.

(c) If the Authority is required to make a withdrawal from the Reserve Fund for any of the purposes described in subsection (a), the Authority shall promptly notify any applicable Credit Facility Provider of the necessity for a withdrawal from the Reserve Fund for any such purposes, and shall make such withdrawal first from available moneys or Eligible Investments then on deposit in the Reserve Fund, and next from a drawing under any Credit Facility to the extent of such deficiency.

(d) In the event of a deficiency in the Reserve Fund, or in the event that on the date of termination or expiration of any Credit Facility there is not on deposit in the Reserve Fund sufficient Reserve Fund Obligations, all in an aggregate amount at least equal to the Required Amount, then the Authority shall satisfy the Required Amount by depositing Reserve Fund Obligations into the Reserve Fund in monthly installments of not less than 1/60 of the Required Amount made on or before the 15th day of each month following such termination or expiration.

(e) In the event of the redemption or defeasance of any Parity Bonds, any Reserve Fund Obligations on deposit in the Reserve Fund in excess of the Required Amount may be withdrawn and transferred, at the option of the Authority, to the Revenue Fund, as a result of (i) the redemption of any Parity Bonds or (ii) funds for the payment of any Parity Bonds having been deposited irrevocably with the paying agent or place of payment therefor in the manner described in any resolution authorizing the issuance of Parity Bonds, the result of such deposit being that such Parity Bonds no longer are deemed to be Outstanding under the terms of any such resolution.

(f) In the event there is a draw upon the Credit Facility, the Authority shall reimburse the Credit Facility Provider for such draw, in accordance with the terms of any agreement pursuant to which the Credit Facility is issued, from Net Revenues, however, such reimbursement from Net Revenues shall be subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the Parity Bonds.

(g) Upon the issuance of Additional Bonds the monies in the Reserve Fund shall, to the extent necessary, be increased to the newly-established Required Amount.

Section 11. CONSTRUCTION AND ACQUISITION FUND. There has been created and there shall be established and maintained at the Depository a separate fund to be entitled the "Trinity River Authority of Texas (Tarrant County Water Project) Revenue Bonds Construction and Acquisition Fund" (hereinafter called the "Construction and Acquisition Fund"). The net proceeds

(after paying costs of issuance and making other required deposits) from the sale of all "Improvement Bonds" in the future shall be deposited in the Construction and Acquisition Fund and such Fund shall be subject to and charged with a lien in favor of the holders of all such "Improvement Bonds" until the money in said Fund has been paid out as herein provided. Interest earnings derived from investment of the Construction and Acquisition Fund shall become part thereof for all purposes; provided, however, that any such earnings required to be rebated to the United States shall not be considered as interest earnings for the purposes of this Resolution. The Depository shall be required to secure the Construction and Acquisition Fund in its possession by pledging obligations of or obligations unconditionally guaranteed by the United States; such obligations at all times shall be at least equal in market value to the amount in the Construction and Acquisition Fund in its possession.

Section 12. DISBURSEMENTS FROM CONSTRUCTION AND ACQUISITION FUND. (a) Money in the Construction and Acquisition Fund shall be subject to disbursement by the Authority for payment of Project Costs to be incurred in the acquisition and construction of any project for which "Improvement Bonds" are issued. Such disbursements shall be made only upon checks stating the purpose of the payment signed and countersigned by such officers of the Authority as may from time to time be designated by the Authority by resolution, and duly certified to the Depository. Disbursements for payments to construction contractors and disbursements for construction material, supplies, and equipment shall be approved by a registered professional engineer.

(b) "Project Costs" as used herein includes all acquisition costs and construction costs as those terms are generally understood in standard accounting practice as applied to projects of this nature, and without limiting the generality of the foregoing, it shall include purchase of equipment, property, rights in property, capitalized interest, costs of land, easements, and rights of way, including damages to land and property, engineering, financing, financial consultants, administrative, auditing, and legal expenses incurred in connection with the performance of the Contracts. The costs for engineering, financial consultants, administrative, and legal expense paid from bond proceeds incurred by the Authority shall be reasonable and at usual and customary rates. Damages to land and property, whenever accruing, adjusted under Article I, Section 17 of the Constitution of Texas shall constitute a part of Project Costs. After completion of any Project improvements, any residue remaining in the Construction and Acquisition Fund shall be deposited in the Interest and Sinking Fund.

Section 13. TRUST FUNDS. The Interest and Sinking Fund and the Reserve Fund shall constitute trust funds and shall be held in trust by a Depository for the benefit of the holders of the Parity Bonds and Additional Bonds permitted hereunder.

Section 14. SECURITY OF FUNDS. The Authority shall cause the Depository to secure and keep secured, in the manner required by law, all funds on deposit with it, and will cause each paying agent to secure all funds deposited with it or them as other trust funds are secured. The Authority covenants and agrees that no money will be allowed to be or remain deposited with the Depository unless secured as above provided.

Section 15. PLEDGE. The Contracts provide for the payment by the Cities to the Authority (a) an amount equal to all Operation and Maintenance Expenses, (b) the amount necessary to pay all the principal of and the interest coming due on "Bonds" (as defined in the Contracts) on each principal and/or interest payment date, (c) during each Fiscal Year, the proportionate part of any special or reserve funds required to be established and/or maintained by the provisions of any "Bond Resolutions", and (d) an amount in addition thereto sufficient to restore any deficiency in any of such funds or accounts required to be accumulated and maintained by the provisions of any "Bond Resolutions". The term "Net Revenues" as used in this Resolution shall mean and be defined as all of the gross revenues or payments received by the Authority (i) from the Cities under the Contracts and (ii) from the parties, if any, with whom the Authority may contract in the future for supplying treated water from the System, after deducting therefrom the amounts paid to the Authority for the purpose of paying Operation and Maintenance Expenses, with the result that the Net Revenues shall consist of the amounts necessary to pay all principal and/or interest coming due on the Parity Bonds on each principal and/or interest payment date, and any amounts payable under (c) and (d) above. The Parity Bonds and the interest thereon are and shall be payable from and secured by a first lien on and pledge of said Net Revenues, and said Net Revenues are hereby pledged for such purpose and to the establishment and maintenance of the Interest and Sinking Fund and the Reserve Fund.

Section 16. INVESTMENT OF FUNDS. The money in all Funds maintained hereunder shall be invested and reinvested in Eligible Securities which mature in not more than fifteen (15) years from the date of their purchase. The foregoing notwithstanding, the Reserve Fund and Construction and Acquisition Fund may be invested as described in Sections 10 and 11, respectively. All income and profits from the investment of all funds hereunder shall be deposited in the Interest and Sinking Fund not later than the January 15 or July 15 next following the receipt thereof.

Section 17. PREPARATION OF BUDGET. Not less than forty (40) days before the commencement of each Fiscal Year while any of the Parity Bonds are outstanding and unpaid, the Authority will prepare and file with the Cities the annual budget (herein called "Annual Budget") of Operation and Maintenance Expenses for the ensuing Fiscal Year, and, except as otherwise provided, the total expenditures in any division thereof will not exceed the total expenditures in the corresponding division in the Annual Budget. The Authority covenants that the current Operation and Maintenance Expenses incurred in any Fiscal Year will not exceed the reasonable and necessary amount of such expenses, and that it will not expend any amount or incur any obligation for maintenance, repair, and operation in excess of the amounts provided for current Operation and Maintenance Expenses in the Annual Budget; provided, however, that if at any time the Board of Authority shall determine that the amount of the appropriation for any item in the

Annual Budget is in excess of the amount which will be required for such term, the Board of Authority may reduce such appropriation and make appropriation for any item or items not covered by the Annual Budget or increase the appropriation for any other item or items by an amount not exceeding the amount of such reduction; and provided further, that the Board of Authority may at any time adopt an amended or supplemental budget for the remainder of the then current Fiscal Year in case of an emergency caused by some extraordinary occurrence which shall be clearly defined in such resolution. Any such supplemental budget shall be filed immediately with the Cities.

Section 18. ACCOUNTING AND REPORTING. The Authority covenants that proper books of record and account will be kept in which true, full, and correct entries will be made of all income, expense, and transactions of and in relation to the System, and each and every part thereof. Within three months after each full Fiscal Year, a statement certified as correct by a Certified Public Accountant showing the Gross Revenues and the Operation and Maintenance Expenses for such Fiscal Year, shall be furnished to the Cities, and to the original purchasers of the Bonds. Each such audit will be available during regular office hours at the administration offices of the Authority for inspection by any holder of any of the Bonds.

Section 19. PUBLIC INSPECTION. The Authority further covenants and agrees that the System, and each and every part thereof, and all books, records, accounts, documents, and vouchers relating to the construction, operation, maintenance, repair, improvement, and extension thereof, will at all times be open to inspection by the Cities.

Section 20. PAYMENT OF PARITY BONDS AND INTEREST THEREON. The Authority covenants and agrees that, out of the pledged Net Revenues, it will duly and punctually pay, or cause to be paid, the principal of every Parity Bond and the interest thereon, on the date and at the place and in the manner specified in the Parity Bonds, and that it will faithfully do and perform and at all times fully observe any and all covenants, undertakings, and provisions contained herein or in any Parity Bond.

Section 21. LEGAL ABILITY. The Authority represents that it is a conservation and reclamation district, a political subdivision of the State of Texas, and a governmental agency and body politic and corporate, duly created, organized, and existing under the Constitution and laws of the State of Texas and has proper authority from all other public bodies and authorities, if any, having jurisdiction thereof to construct, acquire, operate, maintain, improve, extend, better, repair, renew, and replace the System as herein described, and to levy and collect rates, tolls, rents, fees, and other charges, and to pledge its revenues in the manner and form as herein done or intended, and that all corporate action on its part to that end has been duly and validly taken. The Authority covenants and agrees that it will at all times maintain its corporate existence and maintain a lawful Board of Directors, and at all times function and act in the best interest of the System and the owners and holders of the Parity Bonds.

Section 22. CONSTRUCTION AND OPERATION. The Authority further covenants that it will forthwith proceed to acquire and construct the improvements, betterments, extensions, and replacements to the System for which the Bonds are being issued as soon as practicable in accordance with plans and specifications which have been prepared by the Independent Consulting Engineer, and thereafter each and every part of the System will be continuously operated by the Authority in an efficient and economical manner and will be kept in thorough repair and maintained in a high state of operating efficiency and in such manner that the interest of the Cities, the people of the State of Texas, the bondholders or owners, and the Authority will be promoted.

Section 23. OPERATION OF THE SYSTEM. The Authority shall use its best efforts to see that the System is properly and efficiently operated.

Section 25. COVENANT TO MAINTAIN SUFFICIENT INCOME. To the end that Authority income will be sufficient to pay the Parity Bonds and the interest thereon when due, the Authority will keep in effect and enforce the Contracts, and will cause the System to be operated and maintained at an annual cost that will be within its income other than the income required to pay the Parity Bonds and the interest thereon and the fees of each paying agent and Paying Agent/Registrar. The Authority will not voluntarily consent to any amendment to the Contracts which would reduce the amounts payable thereunder or extend the time of the payment of such amounts or which would in any manner impair or adversely affect the rights of the holders or owners of the Parity Bonds from time to time. If any of the Cities fails to make payments as required by the Contracts and if it shall appear that enforcement of the Contracts has become ineffective or will be ineffective to the extent that a default in payment of principal of or interest on the Parity Bonds occurs or is threatened, the Authority will take all necessary action to preserve and protect the rights of the holders or owners of the Parity Bonds and to assure payment of the principal thereof and the interest thereon.

Section 26. NO OTHER LIENS. The Authority further covenants that there is not now outstanding, except as regards any Parity Bonds, and that the Authority will not at any time while the Parity Bonds are outstanding, create or allow to accrue or to exist any lien upon the System, or any rights owned, or the revenues pledged herein to the payment of the principal of and interest on the Parity Bonds, at any time derived from the operation thereof, or any of its Funds, except as authorized by Sections 36 and 37 of this Resolution in connection with Additional Bonds and other bonds; that the security of the Parity Bonds will not be impaired in any way as a result of any action or any non-action on the part of the Authority, its Board of Directors, or officers, or any thereof, and that the Authority has, and will, subject to the provisions hereof, continuously preserve good and indefeasible title to the System and each and every part thereof.

Section 30. SALE AND LEASE OF PROPERTY. (a) The Authority covenants that so long as any of the Parity Bonds or interest payable thereon shall be outstanding, and except as in this Section otherwise permitted, it will not sell, lease, or otherwise dispose of or encumber any part of the System except as provided herein.

(b) The Authority may from time to time dispose of any rights, machinery, fixtures, apparatus, tolls, instruments, or other movable property and any materials used in connection therewith, if the Authority shall determine that such are no longer needed or are no longer useful in connection with the operation and maintenance of the System. The Authority may from time to time sell such real estate that is not needed or serves no useful purposes in connection with the maintenance and operation of the System. The proceeds of any sale of real or personal property acquired from the proceeds of the Parity Bonds shall be deposited in the Revenue Fund.

(c) The Authority may lease any of its lands for any purpose, if such lease or the use of such lands will not be detrimental to the operation and maintenance of the System. It may also lease any of its real property for oil, gas, and mineral purposes. No lease shall be made which will result in any damage to or substantial diminution of the value of other property of the Authority. The rental to be charged under all such leases shall be not less than the fair and reasonable rental in relation to the character and value of the property leased. All rentals, revenues, receipts, and royalties derived by the Authority from any and all leases so made, shall be deposited in the Revenue Fund.

(d) It is covenanted and agreed by Authority that no such property of any nature shall be sold or leased by Authority unless, prior to any action taken by Authority concerning such sale or leasing, Authority shall procure the advice and recommendation in writing of a registered professional engineer concerning such proposed sale or leasing.

Section 31. INDEPENDENT ENGINEER. (a) The Authority covenants that, until the Parity Bonds and the interest thereon shall have been paid or provision for such payment shall have been made, it will, for the purpose of performing and carrying out the duties imposed on the Independent Consulting Engineer by this Resolution, employ an independent engineer or engineering firm or corporation having a favorable repute for skill and experience in such work.

(b) The Authority covenants that it will at all appropriate times cause the Independent Consulting Engineer to submit and give all necessary or desirable advice and recommendations concerning renewals, replacements, extensions, betterments, and improvements for the System, to the end that the System shall be operated and maintained in the most efficient and satisfactory manner. Further, Authority shall cause the Independent Consulting Engineer to make in writing a full survey, review, and report on the physical condition of the System once every three years.

(c) Authority further covenants that it will cause the Independent Consulting Engineer to make an annual report to it which shall set forth such Engineer's recommendations and advice as to (1) the proper maintenance, repair, and operation of the System, including their findings as to whether or not the properties of the System have been maintained in good repair and sound operating condition; (2) the extensions, improvements, renewals, and replacements which should be made during the ensuing Fiscal Year; (3) the amounts and types of insurance which should be carried by the Authority on the properties; and (4) any revisions or changes of rates, fees, and charges.

(d) The expense incurred under this Section 31 shall constitute Operation and Maintenance Expenses.

Section 36. ADDITIONAL BONDS. As used in this resolution, the following additional definitions shall apply:

(a) "Completion Bonds" means any bonds issued to complete construction of the System to enable the Authority to provide water supply services to the Cities and to others, as the System is described in the Engineering Report defined in the Contracts.

(b) "Improvement Bonds" means bonds issued for improvements, betterments, extensions, and replacements of the System.

(c) "Special Project Bonds" means any bonds issued to finance construction and/or acquisition of facilities which will not constitute a part of the System and which will not be paid out of revenues from the Contracts.

(d) "Refunding Bonds" means any bonds issued for the purpose of refunding all or a part of the Prior Lien Bonds, Parity Bonds or Additional Bonds.

(e) "Additional Bonds" means and includes Completion Bonds, Improvement Bonds, and Refunding Bonds.

Section 37. COMPLETION BONDS AND IMPROVEMENT BONDS. The Authority reserves the right to issue Completion Bonds and Improvement Bonds payable from and secured by a pledge of the Net Revenues, on a parity of lien with the Parity Bonds, or junior to the Parity Bonds, or a portion of them may be such first lien bonds and a portion may such junior lien bonds. The Completion Bonds and Improvement Bonds may be issued in one or more series or installments, and from time to time as authorized by the Board of Authority, provided, however, that no installment or series of Completion Bonds or Improvement Bonds, if it is on a parity with the lien of the Parity Bonds, shall be issued unless:

(a) A certificate is executed by the President and Secretary of the Board of Authority to the effect that no default exists in connection with any of the covenants or requirements of the resolutions authorizing the issuance of all then outstanding bonds which are secured by and payable from the Net Revenues;

(b) A certificate is executed by the President and the Secretary of the Board of Authority to the effect that the Interest and Sinking Fund and the Reserve Fund contain the amounts then required to be on deposit therein;

(c) The then proposed Completion Bonds or Improvement Bonds are made to mature on August 1 and/or February 1 of each of the years in which they are scheduled to mature.

Section 38. **SPECIAL PROJECT BONDS.** Special Project Bonds payable from and secured by revenues may be issued by the Authority for the purpose of providing additional facilities to enable the Authority to render service to other users, provided that such Special Project Bonds are not payable from or secured by a pledge of Net Revenues. Special Project Bonds may be additionally secured by a mortgage or deed of trust lien upon only the physical properties of the project purchased or constructed with the proceeds of such bonds.

Section 39. **INCREASE IN RESERVE FUND.** If Completion Bonds or Improvement Bonds are issued as Parity Bonds, the amount required to be deposited and maintained in the Reserve Fund shall, if necessary to maintain the Required Amount in the Reserve Fund, be increased so that the aggregate amount to be accumulated in the Reserve Fund shall be no less than the Required Amount for all then outstanding Parity Bonds and for the installment or series of parity Completion Bonds or Improvement Bonds then proposed to be issued. Such average annual requirements shall be calculated as of the date of any such Additional Bonds. Provided, as of the date of any such Additional Bonds, it shall be sufficient if the aggregate amount in the Reserve Fund is equal to the average annual requirement on the Parity Bonds and Additional Bonds outstanding and to be outstanding, and if the amount exceeds such average annual requirement, any surplus in the Reserve Fund may be transferred to the Revenue Fund, unless otherwise required by any bond resolution.

Section 40. **TAX BONDS.** No provisions in this Resolution shall in any way affect the statutory right of the Authority to issue bonds supported wholly by ad valorem taxes.

Section 41. **REFUNDING BONDS.** The Authority reserves the right to issue Refunding Bonds to refund any outstanding bonds secured by a pledge of the Net Revenues from the Contracts and any amendments thereof.

Section 42. **DEFAULT PROVISIONS AND REMEDIES.** In the event of a default or a threatened default in the payment of principal of or interest on the Parity Bonds, any court of competent jurisdiction may, upon petition of holders or owners of twenty-five per cent of the outstanding Parity Bonds, appoint a receiver with authority to collect and receive all income from the System, employ, and discharge agents, employees, and consultants of the Authority, take charge of pledged funds on hand and manage the proprietary affairs of the Authority without consent or hindrance by the Board of Authority. Such receiver may also be authorized to make contracts for providing water treatment services or renew such contracts with the approval of the court appointing him. The Court may vest the receiver with such other powers and duties as the court may find necessary for the protection of the holders or owners of the Parity Bonds.

Section 43. **OTHER REMEDIES; REMEDIES NOT WAIVED.** No remedy herein specified is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy available to the holders or owners of the said Parity Bonds, or now or hereafter existing at law or in equity, or by statute. No delay or omission to exercise any right or power shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and so often as may be deemed expedient.

Section 44. **AMENDMENTS OF RESOLUTION BY AUTHORITY.** Without any prior action by or notice to the holders or owners of the Parity Bonds, Authority may, from time to time, and at any time, amend this Resolution:

(a) to add to the covenants and undertakings of the Authority contained in this Resolution such additional covenants and undertakings as may be authorized or per-mitted by law; and

(b) to cure any ambiguous, defective, or inconsistent provisions of this Resolution and to accomplish any other purposes not inconsistent with the provisions of this Resolution and which shall not impair the security afforded hereby.

Section 45. **AMENDMENTS BY CONSENT.** The holders and owners of Parity Bonds and Additional Bonds aggregating in principal amount two-thirds of the aggregate principal amount of the Parity Bonds and Additional Bonds at the time outstanding (but not including in any case any Parity Bonds or Additional Bonds which may then be held or owned by or for the account of the Authority) shall have the right from time to time to approve an amendment of this Resolution which may be deemed necessary or desirable by the Authority; provided, however, that no amendment, without the consent of the holders and owners of all of the outstanding Parity Bonds and Additional Bonds, shall:

- (a) Make any change in the maturity of the Parity Bonds or Additional Bonds;
- (b) Reduce the rate of interest borne by any of the Parity Bonds or Additional Bonds;
- (c) Reduce the amount of the principal payable on the Parity Bonds or Additional Bonds;
- (d) Modify the terms of payment of principal of or interest on the Parity Bonds or Additional Bonds, or any of them, or impose any conditions with respect to such payment;
- (e) Affect the rights of the holders or owners of less than all of the Parity Bonds and Additional Bonds then outstanding; or
- (f) Change the minimum percentage of the principal amount of Parity Bonds and Additional Bonds necessary for consent to such amendment.

Section 49. REVOCATION OF CONSENT. Any consent given by the holder or owner of a Parity Bond or Additional Bond pursuant to the provisions hereof shall be irrevocable for a period of six months from the date of the first publication of the notice provided for herein, and shall be conclusive and binding upon all future holders and owners of the same Parity Bond or Additional Bond during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the holder or owner who gave such consent, or by a successor in title, by filing notice thereof with the paying agent and the Authority, but such revocation shall not be effective if the holders or owners of two-thirds aggregate principal amount of the Parity Bonds and Additional Bonds outstanding as herein defined have, prior to the attempted revocation, consented to and approved the amendment.

THE AUTHORITY

The Authority's Activities

1. Master Planning. After a series of public hearings, the Authority adopted the original master plan in April 1958. The purpose of the Master Plan is to define and provide a course of action for the Authority to achieve water and soil conservation goals for which purpose the Authority was established by the State of Texas Legislature. The Master Plan goals can generally be described as: to improve the quality of water within the Trinity River Basin in order to provide supplies of good quality water for all beneficial purposes, conserve water and soil resources, reduce flooding, promote water oriented recreation, preserve natural areas, promote the diversity and productivity of aquatic life, and foster an understanding of the complex interrelationships among people, resources, economy and the environment in the basin. The Authority's Board of Directors reviews the status of the master plan annually and amends the master plan periodically when it is deemed necessary.

2. Federal Projects. By various resolutions, the Authority has agreed to serve as the local sponsor of the Navarro Mills Reservoir, Bardwell Reservoir, Joe Pool Lake and the Wallisville Salt Water Barrier Project in cooperation with local municipalities or districts that benefit from these projects.

3. Revenue Based Projects. The Authority, without collecting any property taxes, has implemented service projects serving cities, communities and other special districts throughout the Trinity River Basin. The majority of these funds for these projects have come from the sale of tax exempt contract service revenue bonds, service payments from customers, federal grants and long term federal loans. The Authority has responsibility for operating certain of these projects (referred to below as "Operating"). Projects referred to below as "Non-Operating" require a limited amount of Authority personnel involvement and are primarily financing arrangements with the entities. These projects and those served include:

The Authority's Revenue-Based Projects

| Project Name (Operating) | Cities and Entities Served |
|---|--|
| Central Regional Wastewater System | Addison, Arlington, Bedford, Carrollton, Cedar Hill, Colleyville, Coppell, Dallas, Dallas/Fort Worth International Airport Board, Duncanville, Euless, Farmers Branch, Fort Worth, Grand Prairie, Grapevine, Hurst, Irving, Keller, Mansfield, North Richland Hills, and Southlake |
| Ten Mile Creek Regional Wastewater System | Cedar Hill, DeSoto, Duncanville, Ferris, and Lancaster |
| Denton Creek Regional Wastewater Treatment System | Argyle, Circle T Municipal Utility District No. 1, Circle T Municipal Utility District No. 3, Flower Mound, Fort Worth, Haslet, Keller, Northlake, Roanoke, Southlake and Westlake. |
| Red Oak Creek Regional Wastewater Project | Cedar Hill, DeSoto, Glenn Heights, Lancaster, Ovilla, and Red Oak |

| Project Name (Operating) | Cities and Entities Served |
|---|--|
| Mountain Creek Regional Wastewater System | Grand Prairie, Mansfield, Midlothian and Venus |
| Tarrant County Water Supply Project | Bedford, Colleyville, Euless, Grapevine, and North Richland Hills |
| Huntsville Regional Water Supply System | Huntsville |
| Livingston Regional Water Supply System | Livingston |
| Trinity County Regional Water Supply System | Glendale Water Supply Corp, Groveton, Riverside Water Supply Corp, Trinity, Trinity Rural Water Supply Corp and Westwood Shores MUD. |
| Lake Livingston—Wallisville Project | Houston, 21 lakeside communities (and two industries) |
| Livingston Recreation Facilities | Serving the General Public |
| Project Name (Non-Operating) | Cities and Entities Served |
| Walker-Calloway Branches Outfall Line | Hurst and North Richland Hills |
| Northeast Lakeview Project | Cedar Hill, Grand Prairie |
| Lakeview Regional Water Supply Project | Cedar Hill, Duncanville, and Grand Prairie |
| Navarro Mills Reservoir | Coolidge, Corsicana, Dawson, and Hubbard (and one industry) |
| Bardwell Reservoir | Ennis and Ellis County WCID #1 |
| Joe Pool Lake Project | Cedar Hill, Duncanville, Grand Prairie, and Midlothian |
| Ellis County Regional Water Supply Project | Cities of Ferris, Italy, Maypearl, Midlothian, Palmer and Red Oak; Ellis County WC&ID No. 1, Avalon Water and Sewer Service Corporation, Boyce, Bristol, Nash-Forreston, and Buena Vista-Bethel Water Supply Corporations. |
| Freestone Raw Water Supply Project | Freestone Power Generation LP |
| Ennis Raw Water Supply Project | Ennis |
| Midlothian Raw Water Supply Project | Midlothian |
| Huntsville Wastewater Treatment Facilities | Huntsville |
| Big Bear Creek Interceptor Project | Fort Worth, Keller and Southlake |
| Southlake Sewer Project | Southlake |
| Lancaster Water and Sewer Project | Lancaster |
| Denton Creek Wastewater Interceptor System | Fort Worth, Haslet, and Roanoke |
| Denton Creek Wastewater Pressure Interceptor | Southlake |
| Cade Branch Interceptor | Fort Worth, Keller |
| Denton Creek Wastewater Interceptor System (Fort Worth Project) | Fort Worth |
| Fort Worth Sendera Ranch Project | Fort Worth |
| Pollution Control Facilities | Community Waste Disposal, Inc and Texas Utilities Electric Co. |
| Denton Creek Wastewater Transportation Project | Argyle, Flower Mound and Northlake |

The Future Role of the Authority

In recognition of the fact that the Authority does not exercise control over all facets of water resource management within the Trinity River watershed, the goals of the Authority's Basin Master Plan are objectives for the Trinity River Basin, regardless of the implementing agency.

1. Master Planning.

- a. The Authority will carefully monitor the progress being made as to each master plan goal.
- b. The Authority will support the accomplishments of all institutional and financial arrangements necessary to the achievement of the goals.
- c. The Authority will amend the master plan as needed.
- d. The Authority will continue its leadership in water quality planning in the basin.

2. Revenue-based Services. When desired by others and when an adequate revenue base and other finances are available, the Authority will exercise its powers to provide needed services in the areas of water supply, wastewater treatment, parks and recreational facilities, pollution control facilities and solid waste disposal.

3. Tributary Lakes. The revised master plan calls for the construction, as needed, of thirteen lakes on mid basin tributaries. Of these thirteen, the Authority will serve as the planning and implementing agency for eleven: Upper Keechi, Big Elkhart, Hurricane Bayou, Lower Keechi, Bedias, Nelson, Harmon, Gail, Mustang, Caney, and Long King.

4. Federal Projects. The Authority will continue to serve as local sponsor of the Navarro Mills Reservoir, Bardwell Reservoir, the Wallisville Salt Water Barrier Project and Joe Pool Lake.

5. Public Information. The Authority will continue to encourage the public's understanding of the complex interrelationships among the people, resources, economy and environment of the Trinity River Basin.

6. Tax based Services. If there is public support, the Authority will seek to obtain some form of tax-based support for specific programs which should be implemented for comprehensive management of the basin's soil and water resources: conservation of the use of water, soil conservation, water oriented recreation and adequate public access to the river and basin lakes, greenbelts, preservation of natural areas, fish and wildlife mitigation, coordination of floodwater reservoir releases, and full dissemination of flood plain information under the Flood Insurance Act throughout the Authority's territory. At this time the Authority has no plans to pursue any form of tax based support for these programs.

7. The Authority's Territory. In order to provide services on a truly basin wide basis, the Authority will support legislation to add to its territory those parts of the basin not presently within the Authority's defined territory if this is desired by any of the involved counties.

8. Financing of Flood Control and Navigation Projects. Implementation of flood control (by whatever means) and navigation projects should be through a combination of revenues, locally provided taxes and federal funds. The Authority's support of any navigation project is based on three conditions: public support, environmental soundness and economic feasibility.

Pension Plan

The Authority has a defined contribution pension plan for its employees. All full-time and permanent part time employees are eligible for participation after six months of service, provided that they work for the Authority at least 1,000 hours per year. The Authority contributes an amount equivalent to 12% of the employee's salary annually to the plan with each employee having the option to contribute up to 10% of annual salary. An employee becomes 20% vested in the plan after three years and 100% vested in the plan after seven years, or at age 55. An employee is 100% vested in all personal contributions to the plan when made.

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Other Outstanding Indebtedness of the Authority

The Authority has Outstanding Bonds which are listed below. The Outstanding Bonds are System or Project specific and payable from each of the related System's or Project's Pledged Revenues. See "Security and Source of Payment".

| Total Outstanding Principal by System/Project: | Outstanding July 1, 2017 | |
|---|-----------------------------|-----|
| Central Regional Wastewater System | \$ 928,420,000 | (1) |
| Denton Creek Regional Wastewater Treatment System | 128,780,000 | |
| Denton Creek Wastewater Interceptor (Fort Worth Project) | 345,000 | |
| City of Fort Worth Water & Wastewater Transmission Contract (Sendera Ranch Project) | 3,600,000 | |
| Trinity River Authority of Texas (General Improvement Project of The Authority) | 4,066,431 | (2) |
| Huntsville Regional Water Supply System | 14,275,000 | |
| Livingston Regional Water Supply Project | 21,280,000 | |
| Mountain Creek Regional Wastewater System | 13,600,000 | |
| Northeast Lakeview Wastewater Transportation Project | 10,005,000 | |
| Red Oak Creek Regional Wastewater System | 47,100,000 | |
| Ten Mile Creek Regional Wastewater System | 147,770,000 | |
| Town of Flower Mound Wastewater Transportation Project | 3,710,000 | |
| Trinity County Regional Water Supply System Project | 820,000 | |
| SUB-TOTAL | \$ 1,323,771,431 | |
| Tarrant County Water Project | \$ 99,630,000 | |
| The Bonds | 19,630,000 | |
| SUB-TOTAL | \$ 119,260,000 | |
| TOTAL | \$ 1,443,031,431 | |

The Authority has entered into agreements with various companies to issue debt for the benefit of the companies. The companies make payments to service the debt through a trustee. The Authority has no obligation for this debt.

| Outstanding Principal - Conduit Debt: | Outstanding July 1, 2017 |
|---------------------------------------|-----------------------------|
| Community Waste Disposal, Inc. | \$ 26,405,000 |

In addition to the preceding statement of indebtedness, the Trinity River Authority has four outstanding contracts with the U. S. Army Corp of Engineers related to water rights and flood control. Contractual revenues collected annually from the entities identified next to the projects below are used to pay debt service on these contracts.

| Outstanding Principal - Project: | Outstanding July 1, 2017 |
|---|-----------------------------|
| Bardwell Reservoir (City of Ennis and Ellis Co. WCID#1) | \$ 761,708 |
| Joe Pool Lake ARRA Costs | 141,404 |
| Lake Livingston (City of Houston) | 83,867,055 |
| Wallisville Lake (City of Houston) | 8,774,789 |
| TOTAL | \$ 93,544,956 |

(1) Does not include debt service on the \$350,000,000 Extendable Commercial Paper Bonds ("ECP Bonds") program. The ECP Bonds are secured by and payable from a first lien on the Net Revenues of the System created in the resolution authorizing their issuance; provided that the pledge of Net Revenues securing the ECP Bonds is expressly made junior and subordinate to the pledge of Net Revenues securing First Lien Bonds as described herein. The ECP Bonds are and shall be secured by and payable only from the Net Revenues, from the proceeds from the sale of ECP Bonds to refinance maturing ECP Bonds (i.e., "roll") and the proceeds of Refunding Bonds to be issued by the Authority.

(2) Includes a note in the outstanding balance of \$1,531,431.

TAX MATTERS

Opinion

On the date of initial delivery of the Bonds, McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel to the Issuer, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof (“Existing Law”), (1) interest on the Bonds for federal income tax purposes will be excludable from the “gross income” of the holders thereof and (2) the Bonds will not be treated as “specified private activity Bonds” the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the “Code”). Except as stated above, Bond Counsel to the Issuer will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See APPENDIX D - Form Bond Counsel’s Opinion.

In rendering its opinion, Bond Counsel to the Issuer will rely upon (a) the Issuer’s federal tax certificate and (b) covenants of the Issuer with respect to arbitrage, the application of the proceeds to be received from the issuance and sale of the Bonds and certain other matters. Failure of the Issuer to comply with these representations or covenants could cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

Bond Counsel’s opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel’s opinion is not a guarantee of a result. The Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the Issuer with respect to the Bonds or the Project. Bond Counsel’s opinion represents its legal judgment based upon its review of Existing Law and the representations of the Issuer that it deems relevant to render such opinion and is not a guarantee of a result. No assurances can be given as to whether or not the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an audit is commenced, under current procedures the Internal Revenue Service is likely to treat the Issuer as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

Federal Income Tax Accounting Treatment of Original Issue Discount

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrual period or be in excess of one year (the “Original Issue Discount Bonds”). In such event, the difference between (i) the “stated redemption price at maturity” of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The “stated redemption price at maturity” means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under existing law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner’s basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on existing statutes, regulations, published rulings and court decisions, all of which are subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, owners of interests in a FASIT, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, taxpayers qualifying for the health insurance premium assistance credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Interest on the Bonds will be includable as an adjustment for “adjusted current earnings” to calculate the alternative minimum tax imposed on corporations by section 55 of the Code.

Interest on the Bonds may be subject to the “branch profits tax” imposed by section 884 of the Code on the effectively-connected earnings and profits of a foreign corporation doing business in the United States.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a “market discount” and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to “market discount Bonds” to the extent such gain does not exceed the accrued market discount of such Bonds; although for this purpose, a de minimis amount of market discount is ignored. A “market discount bond” is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the “revised issue price” (i.e., the issue price plus accrued original issue discount). The “accrued market discount” is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

CONTINUING DISCLOSURE OF INFORMATION

In Continuing Disclosure Agreements entered into between the Authority and each of the Contracting Parties, each has made the following respective agreements for the benefit of the holders and beneficial owners of the Bonds. The Contracting Parties and the Authority are required to observe the agreements for so long as the Contracting Parties remain obligated to advance funds to pay the Bonds. Under the agreements, the Contracting Parties will be obligated to provide certain updated financial information and operating

data annually, and the Authority and the Contracting Parties will be obligated to provide timely notice of certain specified events, to the Municipal Securities Rulemaking Board (the “MSRB”).

Annual Reports

The Authority and the Contracting Parties will provide certain updated financial information and operating data to the MSRB annually. The information to be provided and updated by the Contracting Parties includes all quantitative financial information and operating data with respect to the Contracting Parties of the general type included in APPENDIX B to this Official Statement and each Contracting Party’s audited financial statements, when and if available. Each of the Contracting Parties will file such information with the MSRB through its Electronic Municipal Market (“EMMA”) system within six months after the end of each respective Contracting Party’s fiscal year, beginning with the fiscal year ending in 2017. In addition, the Authority will file its audited financial statements with the MSRB through its EMMA system within six months after the end of the Authority’s fiscal year, beginning with the fiscal year ending in 2017.

The financial information and operating data to be provided and updated by the Contracting Parties 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 United States Securities and Exchange Commission (the “SEC”), as permitted by the Rule. The updated information will include audited financial statements, if the Authority and/or the Contracting Parties commission an audit and it is completed by the required time. If audited financial statements are not available by the required time, the Authority and/or each Contracting Party will provide unaudited financial statements within the required time and audited financial statements when and if such audited financial statements become available. Any such financial statements will be prepared in accordance with generally accepted accounting principles in effect at the time or that the Authority or the Contracting Parties may be required to employ from time to time pursuant to State law or regulation.

The Authority’s fiscal year end is November 30 and each of the Contracting Party’s fiscal year end is September 30. Accordingly, each Contracting Party must provide updated information by March 31 in each year and the Authority must provide updated information by May 31 in each year, unless any Contracting Party or the Authority, as applicable, changes its fiscal year. If any Contracting Party or the Authority change their fiscal year, such Contracting Party or the Authority, as applicable, will notify the MSRB of the change.

Disclosure Event Notices

The Authority will provide timely notices of certain events to the MSRB. The Authority will provide notice in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event), of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) Bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the Authority; (13) the consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, 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; and (14) appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

As used in clause (12) in the preceding paragraph, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Authority in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if jurisdiction has been assumed by leaving the Board and officials or officers of the Authority 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 Authority. In addition, the Contracting Parties will provide timely notice of any failure by the Contracting Parties to provide information, data, or financial statements in accordance with its agreement described above under “Annual Reports.” The Authority or the Contracting Parties will provide each notice described in this paragraph to the MSRB.

Availability of Information

The Authority and the Contracting Parties have agreed to provide the foregoing information only as described above. Investors will be able to access continuing disclosure information filed with the MSRB free of charge at www.emma.msrb.org.

Limitations and Amendments

The Authority and the Contracting Parties have agreed to update information and to provide notices of certain events only as described above. The Authority and the Contracting Parties have not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The Authority and the Contracting Parties make no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The Authority and the Contracting Parties disclaim any contractual or tort liability for damages resulting in whole or in part from any breach of their continuing disclosure agreement or from any statement made pursuant to their agreement, although holders of Bonds may seek a writ of mandamus to compel the Authority or the Contracting Parties to comply with its agreement.

The Authority or the Contracting Parties may amend their continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Contracting Parties, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein 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 (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or (b) any person unaffiliated with the Authority or the Contracting Parties (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The Authority or the Contracting Parties may also amend or repeal the provisions of the 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 Bonds in the primary offering of the Bonds. If the Authority or the Contracting Parties so amend the agreement, the Contracting Parties have agreed to include with the next financial information and operating data provided in accordance with their respective agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance With Prior Undertakings

In its past continuing disclosure undertakings relating to its Outstanding Parity Bonds, the Authority assumed certain responsibilities and the Contracting Parties assumed certain responsibilities. During the last five years, the Authority has complied in all material respects with all continuing disclosure undertakings made by it relating to its Outstanding Parity Bonds in accordance with the Rule.

During the last five years, the Contracting Parties have complied in all material respects with all continuing disclosure undertakings made by them in accordance with the Rule, however, certain of the Contracting Parties did not provide timely notice of certain rating changes related to their underlying or insured revenue or general obligation debt.

OTHER INFORMATION

Ratings

The Bonds are rated “AA+” by S&P Global Ratings, a division of S&P Global Inc. (“S&P”). The Outstanding Parity Bonds of the System are rated “AA+” by S&P and “AA” by Fitch, without regard to credit enhancement. An explanation of the significance of these ratings may be obtained from the company furnishing the rating. The ratings reflect only the views of such organizations and the Authority makes no representation as to the appropriateness of the ratings. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by such rating companies, if in the judgment of such companies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

Litigation

It is the opinion of the Authority Attorney and Authority Staff that there is no pending litigation against the Authority that would have a material adverse financial impact upon the Authority or its operations. No pending litigation against the Contracting Parties that would have a material adverse financial impact upon the Authority or its operations of the System has been brought to the attention of the Authority.

At the time of the initial delivery of the Bonds, the Authority will provide the Underwriters with a certificate to the effect that no litigation of any nature has been filed or is then pending challenging the issuance of the Bonds or that affects the payment and security of the Bonds or in any other manner questioning the issuance, sale or delivery of the Bonds.

Registration and Qualification of Bonds for Sale

The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The Authority assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

Legal Investments and Eligibility to Secure Public Funds in Texas

Section 1201.041 Texas Government Code, provides that the Bonds are negotiable instruments, investment securities governed by Chapter 8, Texas Business and Commerce Code, and are legal and authorized investments for insurance companies, fiduciaries, and trustees, and for the sinking funds of municipalities or other political subdivisions or public agencies of the State of Texas. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State of Texas, the Public Funds Investment Act requires that the Bonds be assigned a rating of at least “A” or its equivalent as to investment quality by a national rating agency (see “OTHER INFORMATION - Ratings” above). In addition, various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Public Funds Collateral Act, Chapter 2257, Texas Government Code, provides that the Bonds are eligible to secure deposits of any public funds of the State of Texas, its agencies, and its political subdivisions, and are legal security for those deposits to the extent of their market value. No review by the Authority has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states.

The Authority has made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes. The Authority has made no review of laws in other states to determine whether the Bonds are legal investments for various institutions in those states.

Legal Matters

The Authority will furnish a complete transcript of proceedings relating to the authorization and issuance of the Bonds, including the approving legal opinion of the Attorney General of Texas approving the Bonds and to the effect that the Bonds are valid and legally binding special obligations of the Authority and, based upon examination of such transcript of proceedings, the approving legal opinion of Bond Counsel, to like effect and to the effect that the interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described under “TAX MATTERS” herein, including the alternative minimum tax on corporations. Though it represents the Financial Advisor and the Underwriters from time to time in matters unrelated to the issuance of the Bonds, Bond Counsel has been engaged by and only represents the Authority in the issuance of the Bonds. Bond Counsel was not requested to participate, and did not take part, in the preparation of the Official Statement, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify and of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information in the Official Statement under the captions “PLAN OF FINANCING” (excluding the information under the subcaption “Sources and Uses of Bond Proceeds”), “THE BONDS” (excluding the information under the subcaption “Book-Entry-Only System”), “SELECTED CONTRACT PROVISIONS,” “SELECTED PROVISIONS OF THE RESOLUTION,” “TAX MATTERS,” “CONTINUING DISCLOSURE OF INFORMATION” (excluding the information under the subcaption “Compliance with Prior Undertakings”), and the subcaptions “Registration and Qualification of Bonds for Sale,” “Legal Investments and Eligibility to Secure Public Funds in Texas” and “Legal Matters” (excluding the last sentence of the first paragraph thereof) under the caption “OTHER INFORMATION,” and such firm is of the opinion that the information relating to the Bonds and the legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Resolution. The legal fee to be paid to Bond Counsel for services rendered in connection with the issuance of the Bonds is contingent on the sale and delivery of the Bonds. The legal opinion will accompany the Bonds deposited with DTC or will be printed on the Bonds in the event of the discontinuance of the Book-Entry-Only System. Certain legal matters will be passed upon for the Underwriters by their counsel, Norton Rose Fulbright US LLP, Dallas, Texas, whose legal fee for services rendered in connection with the issuance of the Bonds is contingent on the sale and delivery of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Authenticity of Financial Data and Other Information

The financial data and other information contained herein have been obtained from Authority records, audited financial statements and other sources which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents and resolutions contained in this Official Statement are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

Financial Advisor

FirstSouthwest, a Division of Hilltop Securities Inc. ("FirstSouthwest"), is employed as Financial Advisor to the Authority in connection with the issuance of the Bonds. The Financial Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. FirstSouthwest, in its capacity as Financial Advisor, does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies. In the normal course of business, the Financial Advisor may also from time to time sell investment securities to the Authority for the investment of bond proceeds or other funds of the Authority upon the request of the Authority.

The Financial Advisor to the Authority has provided the following sentence for inclusion in this Official Statement. The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the Authority and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

Underwriting

J.P. Morgan Securities LLC ("J.P. Morgan"), as representative of the Underwriters, has agreed, subject to certain conditions, to purchase the Bonds from the Authority at a purchase price of \$23,182,062.71, which represents the par amount of the Bonds, plus a net premium of \$3,646,924.95, less an Underwriters' discount of \$94,862.24, and no accrued interest. The Underwriters' obligations are subject to certain conditions precedent, and they will be obligated to purchase all of the Bonds if any of the Bonds are purchased. The Bonds may be offered and sold to certain dealers and others at prices lower than such public offering prices, and such public prices may be changed from time to time by the Underwriters.

J. P. Morgan Securities LLC has entered into a negotiated dealer agreement (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc. ("CS&Co.") and LPL Financial LLC ("LPL") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Bonds from J. P. Morgan at the original issue prices less a negotiated portion of the selling concession applicable to any Bonds that such firm sells.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

Forward-Looking Statements Disclaimer

The statements contained in this Official Statement, and in any other information provided by the Authority that are not purely historical, are forward-looking statements, including statements regarding the Authority's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the Authority on the date hereof, and the Authority assumes no obligation to update any such forward-looking statements. The Authority's actual results could differ materially from those discussed in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the Authority. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

Miscellaneous

The Pricing Certificate executed by an Authorized Officer of the Authority, which certificate is a part of the Resolution authorizing the issuance of the Bonds, approves the form and content of this Official Statement, and any addenda, supplement or amendment thereto, and authorizes its further use in the reoffering of the Bonds by the Underwriters.

TRINITY RIVER AUTHORITY OF TEXAS

J. KEVIN WARD
General Manager

APPENDIX A

BIOGRAPHICAL INFORMATION

Board of Directors
and
Management Officers

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BOARD OF DIRECTORS

DAVID B. LEONARD of Liberty, Texas (president and member, executive committee). Leonard is the general manager and owner of Liberty-Dayton Chrysler, an auto dealership. He is a member of the Liberty-Dayton Chamber of Commerce and a member and past president of the Liberty Lions Club. Leonard is the director of the Knights of Columbus and a member of the Liberty Elks Lodge. He is past director of the Trinity Valley Exposition. He attended Lee College and was reappointed as director for Liberty County in 2013.

CHRISTINA MELTON CRAIN of Dallas, Texas (vice president and member, executive committee). Crain is an attorney and president of Christina Melton Crain, PC. She is a director of the State Bar of Texas and a trustee of the Dallas Bar Foundation. She is a member of the Texas Transportation Advisory Committee, the University of Texas at Austin Chancellor's Council and the College of Liberal Arts Advisory Council. Crain is an executive board member of Big Brothers Big Sisters Lone Star and co-founder of Amachi Texas, a mentoring program for children of the incarcerated. She is director of the Texas Regional Advisory Board for the National Center for Missing and Exploited Children. She is chairwoman of Dallas DOORS, a nonprofit organization serving the formerly incarcerated and their families. She is chairwoman of the Dallas County Criminal Justice Advisory Board Re-entry Council. Crain is a member of the University of Texas at Dallas Center for Vital Longevity Advisory Council and a member of Altrusa International Inc. of Downtown Dallas. Crain serves as the prison representative to the UT Southwestern Medical Center Institutional Review Board. She is director of the Oklahoma City University School of Law Executive Board as well as director of the Patriot PAWS Service Dogs Organization. Crain is past chairwoman of the Texas Board of Criminal Justice and of the Windham School District board of trustees. She is past president of the Dallas Bar Association, the Dallas Women Lawyers Association and the Dallas Association of Young Lawyers. She is a former member of the Texas Correctional Managed Healthcare Committee and an alumna of Leadership Texas and Leadership Dallas. She is a former director of the Baylor Healthcare System Foundation. Crain is a sustainer of the Junior League of Dallas and a former member of the Texas Exes Council of the University of Texas at Austin. Crain received a bachelor's degree from the University of Texas at Austin and a law degree from the Oklahoma City University School of Law. Crain was appointed as director for Dallas County in 2013.

HAROLD L. BARNARD of Waxahachie, Texas (member, executive committee and chairman, legal and public policy committee). Barnard is president and managing officer of Ellis County Abstract and Title Company Inc. In addition to being a member of the Texas Land Title Association and the Texas Association of Abstract and Title Agents, he is past president of the Waxahachie Chamber of Commerce and past director and president of the Ellis County Museum board of directors. He is a past director and president of the Waxahachie Foundation Inc. Barnard earned a bachelor's degree from the University of Texas at Arlington. He was reappointed as director for Ellis County in 2013.

JOHN W. JENKINS of Hankamer, Texas (member, executive committee, chairman, administrative and audit committee). Jenkins is a self-employed partner in a major farming enterprise. He graduated from Southwest Texas State University in 1981 with a bachelor's degree. He is a member of the Anahuac Area Chamber of Commerce. He serves on the boards of the Anahuac National Bank, the Texas Rice Council and the American Plant Food Corporation. Jenkins is also a committee chair for the Texas Gatorfest Committee. He is a former board member of the Trinity Bay Conservation District, the Devers Canal Rice Producers Association, the Trinity Valley Exposition, the Texas Rice Festival and the Chambers County Farm Bureau. Jenkins was appointed as director for TRA's Chambers County in 1997. He was reappointed as director at large in 2009. Jenkins served as president of TRA's board of directors from 2003-2005 and as vice president from 2001-2003. He was chairman of the executive committee from 2005-2007 and chairman of the resources development committee from 2000-2002. He served as chairman of the administration committee from 2007-2009 and chairman of the legal committee from 2009-2013. Jenkins was reappointed as director at large in 2009.

JESS A. LAIRD of Athens, Texas (member, executive committee and chairman, resources development committee). Laird is chief executive officer and president of First State Bank in Athens, Texas. He serves on the boards of directors of First State Bank in Athens, the Independent Bankers Association of Texas, the Athens Economic Development Corporation and the Trinity Valley Community College Foundation. He is also treasurer of the Henderson County Salvation Army. Previously, Laird served as president of the Athens Rotary Club, as president and director of the Cain Center and as president and director of the American Heart Association. He served on the board of managers for the East Texas Medical Center, and he has served on the board of directors for the Region VII Education Service Center, the Henderson County United Way and Keep Athens Beautiful. He earned a bachelor's degree from Texas A&M University and a master's degree from the University of Texas in Tyler. Laird was reappointed as director for Henderson County in 2013.

KEVIN MAXWELL of Crockett, Texas (member, executive committee and chair, utility services committee). Maxwell is president of S.C. Maxwell Co. Inc., a construction, real estate and ranching business. Maxwell is a member of the Texas Wildlife Association, a member of the Sharon Temple Shriners and a 32nd degree Scottish Rite mason. He is president of the Crockett Athletic Booster Club and a member of the Houston Livestock Show and Rodeo Go Texan Committee. In the past, Maxwell has

been chairman of the Crockett Area Chamber of Commerce, president of the Crockett Merchants Little League, master of the Lothrop Masonic Lodge and member of the Crockett Rotary Club. He earned a bachelor's degree from Sam Houston State University. Maxwell was reappointed as director for Houston County in 2009.

HENRY BORBOLLA III of Fort Worth, Texas (member, utility services committee). Henry Borbolla is a Fort Worth native and graduate of TCU. He is a banker with BB&T - Branch Banking & Trust and provides a wide range of financing, treasury management and risk management services to business clients in the greater Tarrant County area. His community involvements include board or committee positions with Big Brothers Big Sisters, Bobby Bragan Youth Foundation, Casa Manana, Catholic Charities, Community Hospice of Texas, Fort Worth Stock Show, Tarrant County Housing Partnership, and the University of North Texas Health Science Center Foundation. Others include the Fort Worth Visitors and Convention Bureau, Downtown Design Review Board, and the Trinity River Authority. He is a member of the Rotary Club of Fort Worth and the Fort Worth Stock Show Syndicate. Borbolla was reappointed as director for Tarrant County in 2013.

STEVE CRONIN of Shepherd, Texas (member, resources development committee). Cronin is an Agricultural Science teacher at Shepherd Independent School District and the owner of Magnolia Farms Sheep Farm. He is a member of the Vocational Agricultural Teachers Association of Texas. He is secretary/treasurer and past president of the County Farm Bureau, member of National Wild Turkey Federation and SJC, Advisor of Shepherd FFA Booster Club and on the San Jacinto County Fair Association Committee. He is a San Jacinto County 4-H leader, teaches hunter education classes through the Texas Parks and Wildlife Department. Cronin served more than seven years as an agriculture field representative for the Texas Farm Bureau and more than seven years as an agriculture extension agent for the Texas A&M University System. He received a bachelor's and a master's degree from Sam Houston State University. Cronin was reappointed as director for San Jacinto County in 2011.

AMANDA B. DAVIS of Buffalo, Texas (member, legal and public policy committee). Davis is a retired school administrator in the Buffalo Independent School District and member of the Texas Association of School Administrators, Texas Association of Secondary School Principals, Texas Elementary Principals and Supervisors Association, and Texas Association of Mediators. She is also a member of the State Bar of Texas Alternative Dispute Resolution Section, Texas Mediation Trainers Roundtable and Texas Farm Bureau. Davis received a bachelor's degree from Sam Houston State University, a master's degree in educational leadership and conflict resolution from Abilene Christian University and completed her superintendent certification from the University of Texas at Tyler. She was reappointed to serve for Leon County until March 15, 2017.

TOMMY G. FORDYCE of Huntsville, Texas (member, resources development committee). Fordyce is a retired director of the Texas Criminal Justice Agribusiness Department. He is chair of the Huntsville Economic Development Council and vice president of the Lone Survivor Foundation. He is also a member of the Texas Assistive and Rehabilitative Services Council, the Kick Start for Kids program and the Huntsville Veterans' Affairs Advisory Board. He served in the U.S. Marine Corps and is a Vietnam War veteran. Fordyce earned a bachelor's degree from Sam Houston State University. Fordyce was reappointed as director for Walker County in 2013.

MARTHA A. HERNANDEZ of Burleson, Texas (member, legal and public policy committee). Hernandez is a retired nutritionist and jailor for the Tarrant County Sheriff's Department. She is a member of Congressman Joe Barton's Advisory Committee. Hernandez is past president of the Burleson Heritage Foundation and the Burleson Garden Club. She is also past chairman of the City of Burleson Parks Board and the Burleson Public Library Board, and she served on the Tarrant County Grand Jury. Hernandez volunteered for the U.S. Secret Service detail for a national political convention and has served at election polls since 1972. Hernandez served as a board member and organizer of the Fiesta de Burleson Cinco de Mayo Celebration from 1997 to 2003. She earned a bachelor's degree from Texas Wesleyan University. Hernandez was reappointed as director for Tarrant County in 2013.

VICTORIA K. LUCAS of Terrell (member, administration and audit committee). Lucas is vice president for American National Bank of Texas. She is vice chairman and former chairman of economic development for the Terrell Chamber of Commerce and treasurer and past president of the Kaufman County A&M Club. Additionally, she is vice chair of development for the Terrell ISD Excellence Foundation, vice president of Friends of the Hulsey Public Library, and member of Social Science Club of Terrell and Kiwanis International. Lucas received her Bachelor of Science in industrial distribution from Texas A&M University.

DENNIS "JOE" MCCLESKEY of Apple Springs, Texas (member, utility services committee). McCleskey is owner of Angelina Excavating Inc. He is secretary/treasurer of the Piney Woods Chapter of the National Wild Turkey Federation and a member of the Texas Wildlife Association, the Lufkin Host Lions Club, and the Angelina County Youth Fair Buyers Group Committee. He is also past president of the Deep East Texas Association of Builders, a former committee member of the Hudson ISD Community Involvement Advisory Board, and a past volunteer with the Angelina County Habitat for Humanity. McCleskey was appointed director for Trinity County in 2013.

ROBERT D. MCFARLANE, M.D. of Palestine (member, legal and public policy committee). McFarlane is a cardiologist with East Texas Physician's Alliance, and was also the owner and sole proprietor of The BigWoods on the Trinity from 1995-2015.

He is a member of the Texas Medical Association and Texas Wildlife Association. In addition, he founded the Trinity Waters Foundation and served as its president for five years. McFarlane received a Bachelor of Arts in chemistry from Harvard College and a Doctor of Medicine from Harvard Medical School, and is board certified in internal medicine and cardiology.

JAMES W. NEALE of Dallas, Texas (member, administration and audit committee). Neale is president and owner of Quorum Energy Company, an exploration and production company in the oil and gas business. He is chairman of the District 9 advisory council for the Dallas Independent School District and a member of the Trinity Trust Foundation. Neale served as executive assistant to Governor Bill Clements and as an executive committee member for the Dallas Blue Foundation. He served a term as foreman for the Dallas County Grand Jury in January 2005. Neale earned a bachelor's degree from the University of Texas in Austin. Neale was reappointed as director for Dallas County in 2013.

MANNY RACHAL of Livingston, Texas (member, utility services committee). Rachal is president of Shrimp Boat Manny's, an established seafood restaurant since 1985. He is a successful real estate developer in Polk and Angelina counties, creating both Rachal Properties and M&N Investments. He is a member of the Polk and Angelina County Chamber of Commerce. Rachal was previously an active member of the Lafayette, Louisiana, Jaycees and the Evangeline Area Boy Scouts Council. He attended the University of Southwestern Louisiana. Rachal was reappointed as director for Polk County in 2009.

WILLIAM O. RODGERS of Fort Worth (member, resources development committee). Rodgers is vice president of Collins and Young, LLC. He is a board member of the Fort Worth Nature Center and Edwards Family Charitable Giving. Rodgers received a bachelor's degree from Texas Christian University.

AMIR RUPANI of Dallas, Texas (member, utility services committee). Rupani is chief executive officer and president of King Import Warehouse. He is also president and chief executive officer of Texas Prince Inc. He serves as chairman of the Greater Dallas Asian American Chamber of Commerce and on the board of directors for the World Affairs Council in Dallas/Fort Worth. Formerly, he served on the board of directors for the Dallas Convention and Visitor's Bureau, the Dallas Citizens Council, the Dallas Assembly and the Dallas Planning and Zoning Board. He is the founder, organizer and former president of One World Holding Inc. and former chairman of One World Bank. Rupani was named Businessman of the Year in 2005 by the Pakistan American Congress in Washington, D.C. He received the Pioneer Award in 2006 from the Dallas/Fort Worth Asian American Citizens Council and the Minority Business Leader Award in 2008 from the Dallas Business Journal. Under his leadership, King Import Warehouse was named Exemplary Importer/Exporter Firm of the Year in 2004 by the Minority Business Development Agency, a branch of the U.S. Department of Commerce. King Import Warehouse was named the Fastest Growing Company in Dallas by the Cox School of Business at Southern Methodist University in 2004. Rupani attended City College of Karachi in Pakistan. Rupani was reappointed as director at large in 2013.

ANA LAURA SAUCEDO of Dallas, Texas (member, administration and audit committee). Saucedo invests in residential property. She is a former news reporter for KLIF and KRLD radio in Dallas. Saucedo worked for the Office of Minority Business Enterprise, and the Department of Commerce and was instrumental in developing the Texas Association of Mexican American Chambers of Commerce and the U. S. Hispanic Chamber of Commerce. She spent twelve years volunteering with the Parent Teacher Association and was awarded a Life Member Honor by the Socorro Independent School District in El Paso, Texas. She was elected trustee of Socorro ISD and was appointed to the Texas Commission on Human Rights. She is currently the president of the Pike Park Preservation League and coordinates cultural and historical activities at one of the oldest parks in Dallas. Saucedo was reappointed as director for Dallas County in 2013.

DUDLEY K. SKYRME of Palestine, Texas (member, administration and audit committee). Skyrme is a retired sales and construction manager for United Bilt Homes, LLC, and is a volunteer of the Palestine Community Food Pantry. He served in the US Navy. Skyrme received a bachelor's degree from the University of Central Arkansas. Skyrme was appointed as director for Anderson County in 2013.

C. DWAYNE SOMERVILLE of Mexia, Texas (member, utility services committee). Somerville is president and owner of Natural Alternatives, Inc., Henderson RV Sales, Palestine RV Center, Eagle Ford RV Park, South Texas Family Housing, and Wash Mart Laundry, and president of Fairfield Homes and Land, LLC. He is a member of the Coin Laundry Association, an assistant scoutmaster of the Mexia Boy Scouts of America, and a youth group leader for the First Baptist Church of Mexia. Somerville attended Kilgore College. Somerville was appointed as director for Freestone County in 2013.

J. CAROL SPILLARS of Madisonville, Texas (member, legal and public policy committee). Spillars is a file manager for Linebarger Goggan Blair & Sampson, LLP and co-owner of Spillars Family JKBar Ranch. She retired from Madisonville Consolidated Independent School District after 26 years of service. Spillars is a past member of the Texas Association of School Business Officials and the Texas Association of School Boards. She is a certified educational office professional and a certified Texas school business specialist. Spillars was reappointed as director for Madison County in 2013.

FRANK H. STEED, JR. of Kerens (member, resources development committee). Steed is a 45 plus year veteran of the restaurant industry and is president and CEO of The Steed Consultancy. He is president and commissioner of the Navarro County

Emergency Services District #1 and a board member and past chairman of the Corsicana-Navarro County Chamber of Commerce. Previously, he served as a member of the Board of Governors of the University of North Texas School of Hospitality and the Women's Food Service Forum. Steed received an honorable discharge from the Mississippi Army National Guard.

EDWARD C. WILLIAMS, III of Dallas (member, resources development committee). Williams is managing director of World Class Capital Group. He is a scout master for Boy Scouts of America Troop 125. Williams received a Bachelor of Business Administration in finance and accounting from Oklahoma University and a Master of Business Administration from Southern Methodist University.

MANAGEMENT OFFICERS

J. KEVIN WARD, General Manager. In his role as the chief executive officer, Ward oversees the largest river authority in Texas and the largest wholesale provider of wastewater treatment services in the state. With the support of six staff groups and more than 400 employees, Ward drives the implementation of board policy for the operation and development of four water treatment facilities, five wastewater treatment facilities and one recreation project, plus water sales from four reservoirs – all serving more than 60 wholesale customers including cities, municipalities and districts throughout the 18,000-square-mile Trinity River basin. Ward is also charged with managing the Authority's assets of more than \$2.2 billion and a current operating budget of more than \$283 million.

Ward previously served as executive administrator of the Texas Water Development Board from May 2002 to February 2011 and in various other capacities at that state agency from 1987 to 2002.

Ward is active in several organizations. He currently serves as a member of the Region C and H Water Planning Committees, the Trinity and San Jacinto River Basins and Galveston Bay Basin Area Stakeholders Committee and the Tarrant Regional Water District Customer Advisory Committee. He serves as a board and executive committee member of the North Texas Commission and on the Texas Water Conservation Association's executive committee and as chair of the Association's River Authority Panel. He also serves on the board of directors for the National Waterways Conference, an organization representing national interests related to water supply and waterways transportation; he serves as chair of the National Water Resources Association Corps of Engineers Task Force and as the public member of the American Academy of Water Resources Engineers Board of Trustees and as a visiting member of the Texas A&M University Lehrer Chair Advisory Council.

Ward was honored in 2011 with the Water Environment Association of Texas Outstanding Public Official Award.

FIONA M. ALLEN, P.E., regional manager, Northern Region. Allen joined the TRA in March 2011. Following eight years of consulting engineering experience early in her career, she joined the city of Arlington, Texas, as a water utilities civil engineer. Over her 20-year career at the city of Arlington, Allen served in various roles, including water utilities field operations manager, assistant director of utilities/operations and engineering, and assistant director of utilities/business services. She was promoted to director of utilities and subsequently, in 2005, served as interim deputy city manager over information technology, human resources, management services, finance and general services. In 2006, she was named deputy city manager/capital investment, overseeing public works, water utilities and environmental services. In 2009, she was named deputy city manager/economic development, overseeing aviation, convention center, planning and development, and the economic development office, with the duties of supervising public works and water utilities added in 2010. Allen retired from the city of Arlington in February 2013. She holds licenses as a professional engineer and a registered sanitarian, and holds TCEQ class B-distribution operator and class III wastewater system operator licenses. She is a member of the Texas A&M University civil engineering advisory council, the American Water Works Association, the Texas Water Conservation Association, and the American Society of Civil Engineers. She is a past board member of the Texas Municipal League, past president of the Texas Municipal Utilities Association, and former chairman of the Texas Water Utilities North Central Texas Regional School, and she also serves on various school and community boards. She holds a bachelor's degree from Texas A&M University.

ALISON A. MACKEY, CPA, chief financial officer. Mackey received a Bachelor of Business Administration Degree in Accounting from Texas Tech University as well as a Master of Business Administration Degree in Finance from the University of Texas at Arlington. Mackey became a Certified Public Accountant in 1985 and was employed by Hunt Energy Corp. for several years before joining the Authority in 2001 as Internal Auditor. She was promoted to Manager, Special Projects, then Executive Assistant to the General Manager, and Executive Project Manager before becoming Chief Financial Officer. She is currently serving as the Secretary of the Arlington Federal Credit Union Board of Directors. She has held various volunteer leadership positions with the Parent Teacher Association of Texas and the YMCA of Arlington where she was a Board Member. She is currently a member of the Texas Society of Certified Public Accountants, the Texas Water Conservation Association, the American Water Works Assoc. and the Water Environment Federation.

JIMMIE R. SIMS, regional manager, Southern Region. Sims received a bachelor's degree from Texas A&M University. He began working for the Trinity River Authority in 1973 at the Devers Canal System and became project manager for Lake Livingston recreation facilities in 1977. In 1983 he became project manager for the Lake

Livingston utility services project and advanced to division manager of the water services division in 1985. Sims was promoted to assistant regional manager, Southern Region, in 1988 and advanced to his current position in 1996. Sims is a former member of the board of directors of the Huntsville-Walker County Chamber of Commerce. He has also served as chairman of the Huntsville Planning and Zoning Commission and is an active member of the American Water Works Association and the Texas Water Conservation Association. He has served on the board of directors of the Huntsville Boys Baseball Association and has been an active supporter of Huntsville area youth baseball programs. In addition, Sims served as the executive vice president of the Huntsville Amateur Baseball Association and was recognized as the 2007 Volunteer of the Year by that organization.

GLENN C. CLINGENPEEL, Manager, Planning and Environmental Services. Mr. Clingenpeel received bachelor of arts and bachelor of science degrees in biology from the University of Texas, a master of science in environmental sciences from the University of North Texas and a master of business administration from the University of Texas at Arlington. He also possesses an associate degree in French and attended the Sorbonne University in Paris, France. Mr. Clingenpeel is a member of the Golden Key National Honor, Tri Beta Biology Honor and Beta Gamma Sigma Business Honor societies and was recognized in 2006 as an MBA All-Star by the Dallas Business Journal. He joined the Trinity River Authority in April of 1998 as the Clean Rivers Program Coordinator and was promoted to the position of Manager of Special Studies and Assessments in 2000. In December of 2005 he was promoted to the position of Executive Assistant to the General Manager. In February of 2014 Mr. Clingenpeel was promoted to the position of Senior Manager, Planning and Environmental Management before being promoted to his current position of Manager, Planning and Environmental Services. He has presented dozens of papers on water quality and quantity issues and serves on several local, state and federal committees including the North Central Texas Council of Governments' Water Resources Council, the Texas Commission on Environmental Quality's Surface Water Quality Standards Workgroup, and the EPA's Region 6 Technical Advisory Committee. Mr. Clingenpeel is active in the Water Environment Association of Texas where he serves as vice-chair for the Governmental Affairs Committee. He is a long-time board member of the Allied Federal Credit Union where he currently serves as Chair.

HOWARD S. SLOBODIN, secretary, board of directors and general counsel. Slobodin earned a bachelor's degree, graduating cum laude and Phi Beta Kappa, from the University of Oregon and a law degree, with honors, from the University of Texas School of Law. He joined the Trinity River Authority in 2008. Prior to joining TRA, Slobodin practiced environmental and water law in both the public and private sectors. He began his practice as an assistant attorney general with the natural resources division of the Texas Attorney General's Office and subsequently represented investor-owned utilities, public utilities and districts, and private landowners in matters related to water and wastewater.

DON A. TUCKER, general services manager. Tucker received a bachelor's degree from the University of Texas at Arlington and has completed extensive graduate work in the School of Urban Studies at UTA. He served in the United States Marine Corps infantry in Vietnam. Prior to joining the Trinity River Authority, Tucker served as supervisor for the claims cost control unit for the Travelers Insurance Company and as a senior underwriter for the Mortgage Guaranty Insurance Corporation. Tucker joined TRA in 1976 as director of administration and was promoted to division manager in 1978. He advanced to his current position in 1997. Tucker has an associate's degree in risk management from the Chartered Property Casualty Underwriters/American Insurance Institute. In 1996 he was selected as Safety Manager of the Year by the Texas Safety Association and currently serves on the board of directors for that organization. He is a member of the Public Risk Insurance Management Association, and the American Society of Safety Engineers. He has served as campaign chairman and/or loaned executive for the United Way for 20 years. He has also served as a member of the board of directors of the Arlington North Little League and the American Cancer Society.

APPENDIX B

**TRINITY RIVER AUTHORITY OF TEXAS
TARRANT COUNTY WATER PROJECT
2017 REVENUE REPORT**

City of Bedford, Texas
City of Colleyville, Texas
City of Euless, Texas
City of Grapevine, Texas
City of North Richland Hills, Texas

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**TRINITY RIVER AUTHORITY
TARRANT COUNTY WATER PROJECT
REVENUE REPORT**

Contracting Parties:

*City of Bedford, Texas
City of Colleyville, Texas
City of Euless, Texas
City of Grapevine, Texas
City of North Richland Hills, Texas*

| Fiscal Year Ending | Outstanding Debt Service | | | % of Principal Retired |
|--------------------------|--------------------------|----------------------|-----------------------|------------------------------|
| | Principal | Interest | Total | |
| 2017 | \$ 6,945,000 | \$ 4,857,113 | \$ 11,802,113 | |
| 2018 | 7,255,000 | 5,533,550 | 12,788,550 | |
| 2019 | 7,670,000 | 5,138,763 | 12,808,763 | |
| 2020 | 8,040,000 | 4,787,238 | 12,827,238 | |
| 2021 | 8,405,000 | 4,420,188 | 12,825,188 | 30.36% |
| 2022 | 8,780,000 | 4,029,775 | 12,809,775 | |
| 2023 | 9,125,000 | 3,600,600 | 12,725,600 | |
| 2024 | 9,530,000 | 3,136,900 | 12,666,900 | |
| 2025 | 10,990,000 | 2,626,069 | 13,616,069 | |
| 2026 | 11,835,000 | 2,057,413 | 13,892,413 | 70.18% |
| 2027 | 12,380,000 | 1,510,225 | 13,890,225 | |
| 2028 | 12,950,000 | 934,925 | 13,884,925 | |
| 2029 | 1,190,000 | 582,763 | 1,772,763 | |
| 2030 | 1,255,000 | 522,725 | 1,777,725 | |
| 2031 | 1,335,000 | 458,900 | 1,793,900 | 93.25% |
| 2032 | 1,390,000 | 391,250 | 1,781,250 | |
| 2033 | 1,455,000 | 320,125 | 1,775,125 | |
| 2034 | 1,310,000 | 251,000 | 1,561,000 | |
| 2035 | 1,385,000 | 183,625 | 1,568,625 | |
| 2036 | 1,455,000 | 112,625 | 1,567,625 | 98.79% |
| 2037 | 1,525,000 | 38,125 | 1,563,125 | 100.00% |
| | <u>\$ 126,205,000</u> | <u>\$ 45,493,894</u> | <u>\$ 171,698,894</u> | |

CITY OF BEDFORD, TEXAS

TABLE 1 - WATER AND SEWER SYSTEM CONDENSED STATEMENT OF OPERATIONS

| | Fiscal Year Ended September 30, | | | | |
|---|---------------------------------|----------------------|----------------------|-----------------------|----------------------|
| <u>Revenues</u> | 2016 | 2015 | 2014 | 2013 | 2012 |
| Water Sales | \$ 12,839,683 | \$ 12,358,671 | \$ 11,917,187 | \$ 11,739,641 | \$ 12,185,112 |
| Charges for Sewer Services | 7,243,736 | 6,609,881 | 6,516,659 | 5,930,354 | 5,995,840 |
| Interest Income | 171,121 | 12,946 | 18,662 | 42,245 | 15,816 |
| Other | 183,673 | 133,983 | 173,949 | 238,626 | 734,183 |
| Total Revenue | <u>\$ 20,438,213</u> | <u>\$ 19,115,481</u> | <u>\$ 18,626,457</u> | <u>\$ 17,950,866</u> | <u>\$ 18,930,951</u> |
| <u>Expenses</u> | | | | | |
| Water Supply and Distribution | \$ 8,873,415 | \$ 8,549,400 | \$ 8,448,973 | \$ 8,116,217 | \$ 7,914,658 |
| Wastewater Collection and Disposal | 3,955,552 | 4,126,824 | 4,320,847 | 3,960,054 | 3,837,162 |
| Billing and Collection | 1,261,695 | 1,320,972 | 1,195,481 | 1,218,968 | 1,155,188 |
| Public Services/Engineering | 762,902 | 626,086 | 610,256 | 605,250 | 566,978 |
| Total Expense | <u>\$ 14,853,564</u> | <u>\$ 14,623,282</u> | <u>\$ 14,575,557</u> | <u>\$ 13,900,489</u> | <u>\$ 13,473,986</u> |
| Net Available for Debt Service | \$ 5,584,649 | \$ 4,492,199 | \$ 4,050,900 | \$ 4,050,377 | \$ 5,456,965 |
| Administrative Overhead/Payment in Lieu of Taxes | <u>2,323,122</u> | <u>2,177,046</u> | <u>2,213,763</u> | <u>2,205,526</u> | <u>2,147,258</u> |
| Net Operating Income | \$ 3,261,527 | \$ 2,315,153 | \$ 1,837,137 | \$ 1,844,851 | \$ 3,309,707 |
| Water Customers | 23,172 | 23,116 | 23,041 | 23,018 ⁽¹⁾ | 23,035 |
| Sewer Customers | 22,706 | 22,643 | 22,597 | 22,558 | 22,577 |

(1) Restated.

TABLE 2 - COVERAGE AND FUND BALANCES

As of September 30, 2016, the City has no water and sewer revenue bonds outstanding.

TABLE 3 - AUTHORIZED BUT UNISSUED REVENUE BONDS

As of September 30, 2016, the City has no authorized but unissued revenue bonds, and pursuant to State law is not required to approve its revenue bonds through election.

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TABLE 4 - MONTHLY WATER RATES (EFFECTIVE JANUARY 1, 2017)

With the exception of multi-family dwellings the minimum charge for various size meters per month shall be:

| <u>Meter Size</u> | <u>Rates per Month</u> |
|--|----------------------------|
| 5/8 inch Meter | \$ 19.30 |
| 5/8 inch Meter (Citizens aged 65 and over) | 17.54 |
| 1 inch Meter | 37.46 |
| 1 inch Meter (Citizens aged 65 and over) | 35.09 |
| 1 ½ inch Meter | 77.18 |
| 2 inch Meter | 123.54 |
| 3 inch Meter | 231.64 |
| 4 inch Meter | 370.67 |
| 6 inch Meter | 1,389.98 |
| Fire Hydrant | 204.45 |
| All water used per month | 3.74 per 1,000 gallons |

TABLE 5 - MONTHLY SEWER RATES (EFFECTIVE JANUARY 1, 2017) ⁽¹⁾

| <u>Meter Size</u> | <u>Rates per Month</u> |
|--|--|
| 5/8 or ¾ inch Meter | \$ 11.77 |
| 5/8 inch Meter (Citizens aged 65 and over) | 10.69 |
| 1 inch Meter | 17.68 |
| 1 inch Meter (Citizens aged 65 and over) | 16.07 |
| 1 ½ Meter | 27.56 |
| 2 inch Meter | 39.39 |
| 3 inch Meter | 70.93 |
| 4 inch Meter | 102.46 |
| 6 inch Meter | 205.18 |
| Volume Charge ⁽²⁾ | 2.68 per 1,000 gallons up to 12,000 gallons |

(1) Based on average volume of water billed during December, January and February (residential).

(2) No charge over 12,000 – residential accounts only.

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CITY OF COLLEYVILLE, TEXAS

TABLE 1 - WATERWORKS AND SEWER SYSTEM OPERATING SYSTEM

TABLE 2 - COVERAGE AND FUND BALANCES

| | |
|--|-------------|
| Average Annual Principal and Interest Requirements, 2017 – 2018 | \$ 252,500 |
| Coverage of Average Requirements by 9-30-16 Net Available for Debt Service | 14.27 Times |
| Maximum Annual Principal and Interest Requirements, 2017 | \$ 359,900 |
| Coverage of Maximum Requirements by 9-30-16 Net Available for Debt Service | 10.01 Times |
| Waterworks and Sewer System Revenue Bonds Outstanding (as of 9-30-16) | \$ 505,000 |
| Interest and Sinking Fund (as of 9-30-16) | \$ 536,124 |
| Reserve Fund (as of 9-30-16) | \$ 640,361 |

TABLE 3 - AUTHORIZED REVENUE BONDS

As of September 30, 2016, the City has no authorized but unissued revenue debt.

TABLE 4 - WATER USAGE

| Fiscal Year Ended 9/30 | Average Day Usage | Total Usage |
|------------------------------|-------------------------|----------------|
| 2012 | 7,216,713 | 2,634,110,300 |
| 2013 | 6,784,984 | 2,476,519,060 |
| 2014 | 6,539,674 | 2,281,664,400 |
| 2015 | 5,961,080 | 2,175,794,100 |
| 2016 | 5,889,263 | 2,198,573,300 |

TABLE 5 - MONTHLY WATER RATES (EFFECTIVE DECEMBER 1, 2016)

| Meter Size | In-City Customers \$/M Gallons | Out-City Customers \$/M Gallons |
|----------------------|--------------------------------------|---------------------------------------|
| less than 1.5 inches | \$ 14.01 | \$ 18.01 |
| 1.5 inch Meter | 28.01 | 32.01 |
| 2 inch Meter | 44.82 | 48.82 |
| 3 inch Meter | 84.04 | 88.04 |
| 4 inch Meter | 140.06 | 144.06 |
| | 4.17 per 1,000 gallons | 4.17 per 1,000 gallons |

TABLE 6 - MONTHLY SEWER RATES (EFFECTIVE DECEMBER 1, 2016)

| | Residential | Non- Residential |
|---|-------------|---------------------|
| Base sewer charge 0 to 1,500 Gallons (Minimum) | \$ 12.54 | \$ 18.01 |
| Volume charge per 1,500 gallons ⁽¹⁾ | 2.31 | 2.31 |
| City average sewer rate is 7,000 gallons per household ⁽²⁾ | \$ 28.71 | |

(1) Based on average winter water consumption during December, January and February (residential).

(2) For new residents first year only, until winter average is established.

(3) Commercial sewer rates fluctuate from month to month depending on usage (charges are the same as above).

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CITY OF EULESS, TEXAS

TABLE 1 - WATERWORKS AND SEWER SYSTEM CONDENSED STATEMENT OF OPERATIONS

| | Fiscal Year Ended September 30, | | | | |
|---------------------------------|---------------------------------|---------------|---------------|---------------|---------------|
| <u>Revenues</u> | 2016 | 2015 | 2014 | 2013 | 2012 |
| Water Service | \$ 12,092,051 | \$ 11,454,505 | \$ 10,786,403 | \$ 11,047,759 | \$ 10,936,311 |
| Reclaimed Water Service | 321,700 | 100,362 | 167,083 | 163,739 | 223,484 |
| Sewer Service | 7,946,103 | 7,405,330 | 7,100,795 | 6,606,665 | 6,269,741 |
| Service Fees & Miscellaneous | 3,399,382 | 1,633,065 | 1,298,863 | 1,365,035 | 1,008,428 |
| Interest Income | 82,862 | 33,493 | 28,453 | 34,149 | 50,960 |
| Total Revenues | \$ 23,842,098 | \$ 20,626,755 | \$ 19,381,597 | \$ 19,217,347 | \$ 18,488,924 |
| <u>Expenses</u> | | | | | |
| General and Administrative | \$ 454,871 | \$ 431,319 | \$ 437,533 | \$ 540,267 | \$ 474,381 |
| Water Production | 7,479,456 | 6,857,817 | 7,233,678 | 6,405,108 | 6,471,802 |
| Water Distribution | 936,831 | 841,547 | 965,801 | 840,290 | 867,083 |
| Utility Engineering | 508,006 | 661,164 | 494,742 | 507,376 | 291,176 |
| Sewage Collection and Treatment | 3,520,741 | 3,437,940 | 3,479,744 | 3,044,977 | 2,688,988 |
| Nondepartmental | 4,160,482 | 3,982,306 | 3,948,990 | 3,658,884 | 3,523,182 |
| Geographic Information | 504,886 | 495,644 | 501,592 | 476,263 | 451,997 |
| Service Center | 1,060,029 | 1,171,472 | 1,207,013 | 1,187,232 | 1,056,115 |
| Total Expenses | \$ 18,625,302 | \$ 17,879,209 | \$ 18,269,093 | \$ 16,660,397 | \$ 15,824,724 |
| Net Available for Debt Service | \$ 5,216,796 | \$ 2,747,546 | \$ 1,112,504 | \$ 2,556,950 | \$ 2,664,200 |
| Water Customers | 28,512 | 26,014 | 25,319 | 25,039 | 25,074 |
| Sewer Customers | 25,034 | 25,209 | 24,545 | 24,320 | 24,428 |

TABLE 2 - DEBT COVERAGE AND FUND BALANCES

| | |
|--|---------------|
| Net Available for Debt Service, 9/30/16 | \$ 5,216,796 |
| Average Annual Principal and Interest Requirements, 2017 - 2035..... | \$ 638,022 |
| Coverage of Average Annual Requirements by 9/30/16 Net Available for Debt Service..... | 8.18x |
| Maximum Principal and Interest Requirements, 2019..... | \$ 948,828 |
| Coverage of Maximum Annual Requirements by 9/30/16 Net Available for Debt Service..... | 5.50x |
| Projected Waterworks and Sewer System Revenue Bonds Outstanding, 9/30/16 | \$ 10,305,000 |
| Interest and Sinking Fund, 9/30/16..... | \$ 92,211 |
| Reserve Fund, 9/30/16..... | \$ 641,351 |

TABLE 3 - AUTHORIZED BUT UNISSUED REVENUE BONDS ⁽¹⁾

| Date Authorized | Purpose | Amount Authorized | Issued To Date | Unissued |
|--------------------|--------------------|----------------------|---------------------|---------------------|
| 1/17/1970 | Water | \$ 4,000,000 | \$ 3,500,000 | \$ 500,000 |
| 1/17/1970 | Sewer Improvements | 1,000,000 | 300,000 | 700,000 |
| Total | | <u>\$ 5,000,000</u> | <u>\$ 3,800,000</u> | <u>\$ 1,200,000</u> |

(1) The City has no intent to issue these bonds. Due to the age of the authorization, The City can issue Water and Sewer Revenue Bonds at any time without voted authorization.

TABLE 4 - HISTORICAL WATER USE

| Fiscal Year Ended | Daily Average | Peak Day | Total Water Consumption (000's) | Water Revenue | Well Production (000's) | Trinity River Authority (000's) |
|-------------------------|---------------|-----------|---------------------------------------|------------------|-------------------------------|--|
| 2012 | 7.49 MGD | 13.47 MGD | 2,858,666 | \$ 11,159,795 | 299,107 | 2,440,539 |
| 2013 | 6.99 MGD | 12.50 MGD | 2,661,242 | 11,211,498 | 416,843 | 2,133,211 |
| 2014 | 6.95 MGD | 10.94 MDG | 2,653,958 | 10,953,486 | 380,864 | 2,154,469 |
| 2015 | 6.49 MGD | 14.48 MDG | 2,403,721 | 11,554,867 | 741,225 | 1,628,651 |
| 2016 | 6.67 MGD | 10.90 MGD | 2,440,271 | 12,413,751 | 540,921 | 1,787,547 |

TABLE 5 - MONTHLY WATER RATES (EFFECTIVE OCTOBER 1, 2016)

| Water Service | | |
|---|------------------------------|----------------------------|
| Gallons of Water | Residential per 1,000/gal | Sprinkler per 1,000/gal |
| 0-2,999 | \$ 3.44 | \$ 4.70 |
| 3,000 - 8,999 | 4.37 | 4.70 |
| 9,000 - 15,999 | 4.94 | 4.94 |
| 16,000 - 35,000 | 5.47 | 5.47 |
| Over 35,000 | 6.07 | 6.07 |
| Commercial, Industrial, Multi-Family | 4.70 | - |
| Fire Hydrant, Gas Well, Supplemental Irrigation | 9.96 | - |

| Water Service Meter Charge | |
|----------------------------|------------------------|
| Meter Size (Inches) | Monthly Base Charge |
| 5/8" - 3/4" * | \$ 10.75 |
| 1" | 12.56 |
| 1 1/2" | 17.61 |
| 2" | 29.16 |
| 3" | 59.32 |
| 4" | 104.58 |
| 5" | 164.91 |
| 6" | 235.31 |

*all Residential (Including Multi Family) accounts shall be charged for a 5/8" Meter.

TABLE 6 - MONTHLY SEWER RATES (EFFECTIVE OCTOBER 1, 2016)

| Inside City | Outside City |
|--|---|
| $\$9.50 + \3.72 per 1,000 gallons of 90% of metered water and shall not exceed 12,000 gallons for residential, 100% of metered water for commercial and industrial | $\$14.00 + \3.72 per 1,000 gallons of 90% of metered water and shall not exceed 12,000 gallons for residential, 100% of metered water for commercial and industrial |

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CITY OF GRAPEVINE, TEXAS

TABLE 1 - WATERWORKS AND SEWER SYSTEM CONDENSED STATEMENT OF OPERATIONS

| | Fiscal Year Ended September 30, | | | | |
|---|---------------------------------|----------------------|----------------------|----------------------|----------------------|
| | 2016 | 2015 | 2014 | 2013 | 2012 |
| <u>Revenues:</u> | | | | | |
| Charges for Services | \$ 22,972,123 | \$ 22,433,799 | \$ 23,667,335 | \$ 20,184,879 | \$ 20,481,210 |
| <u>Operating Expenses:</u> ⁽¹⁾ | | | | | |
| Salaries and Benefits | \$ 3,254,834 | \$ 3,039,975 | \$ 3,064,917 | \$ 2,916,459 | \$ 2,830,003 |
| Maintenance, Repairs and Supplies | 11,052,778 | 9,936,229 | 10,596,496 | 9,871,647 | 9,191,991 |
| General and Administrative | 3,051,186 | 3,306,996 | 2,949,145 | 3,123,542 | 3,396,529 |
| Total Operating Expenses | <u>\$ 17,358,798</u> | <u>\$ 16,283,200</u> | <u>\$ 16,610,558</u> | <u>\$ 15,911,648</u> | <u>\$ 15,418,523</u> |
| Net Revenue from Operations | \$ 5,613,325 | \$ 6,150,599 | \$ 7,056,777 | \$ 4,273,231 | \$ 5,062,687 |
| Investment Income | 147,157 | 43,090 | 20,091 | 151,267 | 67,292 |
| Impact Fee - Balance | 3,205,263 | 2,649,103 | 2,612,102 | 8,031,864 | 7,808,747 |
| Other Net | - | - | - | - | - |
| Net Available for Debt Service | <u>\$ 8,965,745</u> | <u>\$ 8,842,792</u> | <u>\$ 9,688,970</u> | <u>\$ 12,456,362</u> | <u>\$ 12,938,726</u> |
| Average Annual Debt | \$ 420,535 | \$ 269,914 | \$ 281,070 | \$ 283,870 | \$ 284,764 |
| Average Annual Debt Coverage | 21.32x | 32.76x | 34.47x | 43.88x | 45.44x |
| Average Annual Debt Coverage without Impact Fees | 13.70x | 22.95x | 25.18x | 15.59x | 18.01x |
| Water Customers | 14,665 | 14,564 | 14,476 | 14,517 | 14,460 |
| Wastewater Customers | 13,570 | 13,452 | 13,387 | 13,315 | 13,103 |

(1) Excludes depreciation and amortization.

TABLE 2 - COVERAGE AND FUND BALANCES

As of September 30, 2016, the City has no water and sewer revenue bonds outstanding.

TABLE 3 - WATER USAGE

| Fiscal Year | Peak Day Usage | Average Day Usage | Total Usage ⁽¹⁾ |
|----------------|----------------------|-------------------------|-------------------------------|
| 2012 | 20,919,000 | 10,766,000 | 3,929,509,000 |
| 2013 | 18,863,000 | 10,379,000 | 3,797,786,000 |
| 2014 | 16,308,000 | 9,495,000 | 3,473,130,000 |
| 2015 | 19,167,000 | 9,377,000 | 3,431,263,000 |
| 2016 | 17,666,000 | 9,306,000 | 3,402,470,000 |

(1) Water consumption pumped or treated.

TABLE 4 - MONTHLY WATER RATES (EFFECTIVE DECEMBER 1, 2016)

| General Water Consumption | | |
|---------------------------|---------------|-------------------|
| First | 2,000 gallons | \$13.27 (Minimum) |
| Over | 2,000 gallons | 3.72/1,000 gal |

| Size of Meter | Minimum Gallons | Minimum Monthly Charges |
|----------------|-----------------|-------------------------------|
| 3/4" or less | 2,000 | \$ 13.27 |
| 1" | 9,000 | 39.27 |
| 1 1/2" | 21,000 | 83.92 |
| 2" | 34,000 | 132.25 |
| 3" | 78,000 | 295.91 |
| 4" | 100,000 | 377.73 |
| 6" | 134,000 | 504.18 |
| 8" | 239,000 | 894.68 |
| Larger than 8" | | To be agreed upon by contract |

Fire sprinkler connection - \$32.40

TABLE 5 - MONTHLY SEWER RATES (EFFECTIVE DECEMBER 1, 2016)

| Residential Service | | | Commercial Service | | |
|---------------------|----------------|------------------|--------------------|---------------|-------------------|
| First | 2,000 gallons | \$9.96 (Minimum) | First | 2,000 gallons | \$14.70 (Minimum) |
| Next | 13,000 gallons | 4.16/M gallons | Over | 2,000 gallons | 4.16 /M gallons |

TABLE 6 - APPLICATION AND COST DEPOSIT FOR WATER, WASTEWATER AND REFUSE SERVICE

| | |
|---|----------|
| Single-Family residential, minimum ⁽¹⁾ | \$ 50.00 |
| Multi-Family (apartments), (payable on per dwelling unit basis) | 40.00 |
| Commercial, minimum | 40.00 |
| Commercial, sprinkler systems (per meter) | 40.00 |
| Industrial, minimum | 230.00 |
| 3/4" Construction Meter | 125.00 |
| 2" Construction Meter | 750.00 |
| Master Deposit Account | 250.00 |
| Commercial account/sprinkler systems (per Meter) | 40.00 |

⁽¹⁾ Only one deposit shall be required when more than one meter is installed at a single-family residence

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CITY OF NORTH RICHLAND HILLS, TEXAS

TABLE 1 - WATERWORKS AND SEWER SYSTEM CONDENSED STATEMENT OF OPERATIONS

| | Fiscal Year Ended September 30, | | | | |
|--|---------------------------------|----------------------|----------------------|---------------------------|----------------------|
| | 2016 ⁽²⁾ | 2015 | 2014 | 2013 | 2012 |
| Operating Revenues | | | | | |
| Water and Sewer Service Sales | \$ 29,330,845 | \$ 28,742,666 | \$ 29,465,628 | \$ 29,202,286 | \$ 27,831,190 |
| Service Charges | 1,002,141 | 920,165 | 918,662 | 920,210 | 936,136 |
| Inspection Fees | 98,137 | 101,472 | 87,990 | 36,235 | 67,467 |
| Assessment Revenue | - | - | - | - | - |
| Other Intergovernmental | 111,265 | 60,439 | 84,842 | 138,831 | 80,660 |
| Other Revenues | - | - | 10,898 | 3,133 | 15,782 |
| Other Income (Expense) | 2,051 | 2,098 | - | - | - |
| Investment Income | - | - | - | - | 38,304 |
| Total Revenues | \$ 30,544,439 | \$ 29,826,840 | \$ 30,568,020 | \$ 30,300,695 | \$ 28,969,539 |
| Operating Expenses ⁽¹⁾ | | | | | |
| Contractual Services | \$ 1,827,856 | \$ 1,752,357 | \$ 1,650,172 | \$ 1,723,129 | \$ 1,628,276 |
| Water Purchases | 10,050,265 | 10,279,601 | 8,252,196 | 8,268,079 | 7,922,294 |
| Wastewater Treatment Services | 5,721,262 | 4,880,490 | 5,018,420 | 4,715,471 | 3,845,819 |
| Personal Services | 5,505,015 | 5,104,575 | 5,310,489 | 5,141,377 | 5,038,489 |
| Repairs and Maintenance | 4,261,622 | 4,252,177 | 3,798,958 | 3,958,178 | 4,707,076 |
| Supplies | 410,294 | 305,403 | 317,599 | 277,003 | 258,760 |
| Payments in Lieu of Taxes | - | - | - | - | - |
| Administration Fees | - | - | - | - | - |
| Total Operating Expenses | \$ 27,776,314 | \$ 26,574,603 | \$ 24,347,834 | \$ 24,083,237 | \$ 23,400,714 |
| Net Available for Debt Service | \$ 2,768,125 | \$ 3,252,237 | \$ 6,220,186 | \$ 6,217,458 | \$ 5,568,825 |
| Water Connections | 21,601 | 21,301 | 21,141 | 20,936 ⁽²⁾ | 20,792 |
| Sewer Connections | 20,248 | 19,966 | 19,761 | 19,603 ⁽²⁾ | 19,469 |

(1) Excludes Depreciation.

(2) Restated.

TABLE 2 - COVERAGE AND FUND BALANCES

As of September 30, 2016, there is no Water and Sewer revenue debt outstanding.

TABLE 3 - AUTHORIZED BUT UNISSUED REVENUE BONDS

As of September 30, 2016, the city has no authorized but unissued revenue bonds.

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TABLE 4 - WATER USAGE

| Fiscal Year Ended 9/30 | Peak Day Usage | Average Day Usage | Total Usage |
|------------------------------|----------------------|-------------------------|----------------|
| 2012 | 21,977,000 | 9,772,799 | 3,576,844,560 |
| 2013 | 19,629,000 | 9,561,878 | 3,490,085,380 |
| 2014 | 18,259,000 | 9,123,328 | 3,339,137,910 |
| 2015 | 19,318,000 | 8,716,098 | 3,181,375,930 |
| 2016 | 19,560,000 | 8,678,648 | 3,176,385,060 |

TABLE 5 - MONTHLY WATER RATES (EFFECTIVE OCTOBER 1, 2015)

1. Billing policy where only one user or building is tied to the same meter:

The billing policy where only one user or building is tied to the same meter shall be as provided in this section. The monthly bill will be computed as follows: the minimum bill set out in Schedule A plus a volume charge as established in Schedule A per 100 cubic feet on monthly volume greater than the minimum volume from that set out in Schedule A.

2. Billing policy where more than one user or building is tied onto the same meter:

It shall be the policy of the city to bill each home, homes, duplex, triplex, offices or any other building where more than one user is tied on the same meter at the rate as established in Schedule A per unit per month minimum for the first 267 cubic feet of water used per unit, plus a volume charge calculated from Schedule A.

3. Billing for apartment complexes and trailer parks:

- A. A charge as established in Schedule A, per month, is billed for each apartment or trailer and the minimum volume of 267 cubic feet times the number of apartments or trailers plus a volume charge calculated from Schedule A.
- B. Statement of occupancy. The apartment house or trailer park owner shall furnish a certified statement of occupancy prior to the tenth of each month. Failure to file occupancy statement will result in billing for 100 percent occupancy.

| Schedule A (Volume Used in Cubic Feet) | | | | |
|---|------------------------------|----------|----------|----------|
| Meter Size (inches) | 3/4" | 1" | 1 ½" | 2" |
| Minimum Bill | \$ 10.00 | \$ 16.70 | \$ 33.30 | \$ 53.30 |
| Volume Charge | | | | |
| Minimum Bill for the first: | 268 | 447 | 890 | 1,424 |
| \$3.16 for all above: | 3,001 | 3,001 | 3,001 | 3,001 |
| Water Pass Through Charge: | Public \$1.58 per cubic foot | | | |

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TABLE 6 - SEWER RATES (EFFECTIVE OCTOBER 1, 2016)

Rates include a base charge and volume charges for each 100 cubic feet consumed over the base. There is also a pass through rate for each 100 cubic feet consumed for the purchase of water from the City of Fort Worth and the Trinity River Authority. (Pass through rates are subject to change annually by the City of Fort Worth and Trinity River Authority. The City of North Richland Hills does not mark up or make a profit off pass through rates.)

Commercial Multi Unit/Tenant**All Meter Sizes**

| | | |
|--|----|-------|
| Base rate per unit, first 267 cubic feet | \$ | 10.00 |
| Tier 1: 268 - 1,300 | | 3.10 |
| Tier 2: 1,301 cubic feet and over | | 3.16 |
| Pass through rate: | | 1.58 |

All Other Commercial/Industrial Classes**Three quarter inch meter**

| | | |
|-----------------------------------|----|-------|
| Base: first 267 cubic feet | \$ | 10.00 |
| Tier 1: 268 - 1,300 | | 3.10 |
| Tier 2: 1,301 cubic feet and over | | 3.16 |
| Pass through rate: | | 1.58 |

One inch meter

| | | |
|-----------------------------------|----|-------|
| Base: first 446 cubic feet | \$ | 16.70 |
| Tier 1: 890 - 1,300 cubic feet | | 3.10 |
| Tier 2: 1,301 cubic feet and over | | 3.16 |
| Pass through rate: | | 1.58 |

One and one-half inch meter

| | | |
|-----------------------------------|----|-------|
| Base: first 889 cubic feet | \$ | 33.30 |
| Tier 1: 890 - 1,300 cubic feet | | 3.10 |
| Tier 2: 1,301 cubic feet and over | | 3.16 |
| Pass through rate: | | 1.58 |

Two inch meter

| | | |
|---------------------------------|----|-------|
| Base: first 1,423 cubic feet | \$ | 53.30 |
| Tier: 1,424 cubic feet and over | | 3.16 |
| Pass through rate: | | 1.58 |

Three inch meter

| | | |
|---------------------------------|----|--------|
| Base: first 2,670 cubic feet | \$ | 100.00 |
| Tier: 2,671 cubic feet and over | | 3.16 |
| Pass through rate: | | 1.58 |

Four inch meter

| | | |
|------------------------------|----|--------|
| Base: first 2,849 cubic feet | \$ | 106.70 |
| Tier: 2,850 cubic feet | | 3.16 |
| Pass through rate: | | 1.58 |

| | | |
|---|----|--------|
| Six inch meter | | |
| Base: first 8,899 cubic feet | \$ | 333.30 |
| Tier: 8,900 cubic feet and over | | 3.16 |
| Pass through rate: | | 1.58 |
| Eight inch meter | | |
| Base: first 16,020 cubic feet | \$ | 600.00 |
| Tier: 16,021 cubic feet and over | | 3.16 |
| Pass through rate: | | 1.58 |
| Loading Dock/Tank Truck Customers | | |
| Volume rate for a all usage per 1,000 gallons | \$ | 4.25 |
| Pass through rate: | | 2.11 |

COMMERCIAL MULTI UNIT / TENANT SEWER RATES (EFFECTIVE OCTOBER 1, 2016)

The monthly volume charge for residential customers will be based on the individual customers average monthly water use during the previous winter quarter months of December, January and February. In no event shall the volume used to compute this monthly charge exceed 2,500 cubic feet. The volumes used to compute these charges are based on the amount of water used by the residential customer as measured by a meter. Where no previous winter quarter average is available from the records, the volume to be used for this monthly volume charge shall be estimated, such estimated volume not to exceed 2,500 cubic feet per customer.

Rates include a base charge per unit and volume charges for each 100 cubic feet. There is also a pass through rate for each 100 cubic feet for the treatment of sewage by the City of Fort Worth and the Trinity River Authority.

| | | |
|--------------------|----|------|
| Base per unit: | \$ | 8.39 |
| Volume: | | 1.54 |
| Pass through rate: | | 1.24 |

ALL OTHER COMMERCIAL / INDUSTRIAL CLASSES SEWER RATES (EFFECTIVE OCTOBER 1, 2016)

Rates include a base charge per unit and volume charges for each 100 cubic feet. There is also a pass through rate for each 100 cubic feet for the treatment of sewage by the City of Fort Worth and the Trinity River Authority.

| | | |
|--------------------|----|------|
| Base: | \$ | 8.39 |
| Volume: | | 1.54 |
| Pass through rate: | | 1.24 |

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TABLE 7 - DEPOSITS

| Schedule B (Water and Sewer Deposits) (Effective Jan 1, 2009) | | | | | | | |
|---|----------|-----------------------------|--|----------------------------|----------|-----------------------|-------------------------------------|
| Customer Type | Water | Sewer without BOD/TSS | Total Deposit without BOD/TSS | Customer Type | Water | Sewer with BOD/TSS | Total Deposit with BOD/TSS |
| Residential: All sizes: | \$ 60.00 | \$ 40.00 | \$ 100.00 | Residential: All sizes: | \$ - | \$ - | \$ - |
| Commercial: | | | | Commercial: | | | |
| 3/4" | \$ 70.00 | \$ 50.00 | \$ 120.00 | 3/4" | \$ 70.00 | \$ 200.00 | \$ 270.00 |
| 1" | 200.00 | 100.00 | 300.00 | 1" | 200.00 | 275.00 | 475.00 |
| 1 ½" | 380.00 | 350.00 | 730.00 | 1 ½" | 380.00 | 700.00 | 1,080.00 |
| 2" | 800.00 | 600.00 | 1,400.00 | 2" | 800.00 | 1,200.00 | 2,000.00 |
| 3" | 800.00 | 700.00 | 1,500.00 | 3" | 800.00 | 1,300.00 | 2,100.00 |
| 4-8" | 3,300.00 | 3,000.00 | 6,300.00 | 4-8" | 3,300.00 | 6,000.00 | 9,300.00 |
| Multi-family: | | | | Multi-family: | | | |
| All Sizes/Per Unit | \$ 50.00 | \$ 30.00 | \$ 80.00 | All Sizes/Per Unit | \$ - | \$ - | \$ - |

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APPENDIX C

CERTAIN FINANCIAL AND OPERATING DATA OF THE TARRANT COUNTY WATER SUPPLY PROJECT SYSTEM
ENTERPRISE FUND

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TRINITY RIVER AUTHORITY OF TEXAS

PROPRIETARY FUNDS STATEMENT OF NET POSITION NOVEMBER 30, 2016

| | MAJOR ENTERPRISE FUNDS | | | |
|--|-----------------------------------|-----------------------------------|---------------------------------------|---|
| | CENTRAL REGIONAL WASTEWATER | TARRANT COUNTY WATER SUPPLY | LIVINGSTON WALLISVILLE PROJECTS | TEN MILE CREEK REGIONAL WASTEWATER |
| Assets | | | | |
| Current Assets: | | | | |
| Unrestricted Assets: | | | | |
| Cash | \$ 250 | 100 | 15,971 | 300 |
| Equity in Pooled Cash and Investments | 10,975,045 | 6,530,904 | 258,434 | 3,498,046 |
| Accounts Receivable, Net of Allowance | - | - | 81,712 | - |
| Accounts Receivable - Contracting Parties | 5,900,648 | 1,448,400 | 1,132,594 | - |
| Contract Receivable - Current | - | - | - | - |
| Interest Receivable | - | - | - | - |
| System Contribution Receivable - Current | - | - | - | - |
| Prepays and Other Assets | 88,500 | - | 363 | 88,500 |
| Inventory | 1,059,977 | - | - | - |
| Due from Other Authority Funds | 106,909 | - | - | - |
| Total Unrestricted Assets | 18,131,329 | 7,979,404 | 1,489,074 | 3,586,846 |
| Restricted Assets: | | | | |
| Equity in Pooled Cash and Investments | 134,279,270 | 20,976,332 | 279,833 | 80,612,289 |
| Money Market Fund | 23,629,985 | - | - | 3,318,871 |
| US Government Agency and Instrumentality Obligations | 38,800,543 | - | - | - |
| Accounts Receivable | 38,500 | - | - | 2,155,609 |
| Accounts Receivable - Contracting Parties | - | - | - | - |
| Accrued Investment Income | 84,161 | - | - | 685 |
| Total Restricted Assets | 196,832,459 | 20,976,332 | 279,833 | 86,087,454 |
| Total Current Assets | 214,963,788 | 28,955,736 | 1,768,907 | 89,674,300 |
| Noncurrent Assets: | | | | |
| Capital Assets: | | | | |
| Land and Easements | 28,105,332 | 3,354,024 | 52,262,032 | 5,029,472 |
| Water Storage Rights | - | - | 10,580,707 | - |
| Sewage System and Extensions | 1,154,522,957 | - | - | 147,202,140 |
| Buildings | - | - | - | - |
| Recreational Facilities | - | - | - | - |
| Reservoir and Facilities | - | - | 50,654,575 | - |
| Water Transportation and Treatment Facilities | - | 215,524,104 | - | - |
| Machinery and Equipment | 6,438,173 | 1,334,892 | 1,137,215 | 1,631,499 |
| Construction-in-Progress | 213,702,966 | 5,996,216 | - | 25,015,281 |
| Accumulated Depreciation | (428,153,187) | (76,357,136) | (21,030,435) | (64,801,350) |
| Total Capital Assets, Net | 974,616,241 | 149,852,100 | 93,604,094 | 114,077,042 |
| Other Noncurrent Assets: | | | | |
| Direct Financing Arrangement Receivable | - | - | - | - |
| Contract Receivable - Long Term | - | - | - | - |
| System Contribution Receivable | - | - | - | - |
| Total Other Noncurrent Assets | - | - | - | - |
| Total Noncurrent Assets | 974,616,241 | 149,852,100 | 93,604,094 | 114,077,042 |
| Total Assets | \$ 1,189,580,029 | 178,807,836 | 95,373,001 | 203,751,342 |
| Deferred Outflows of Resources | | | | |
| Deferred Amount on Refunding | \$ 3,862,818 | 3,817,175 | - | 985,619 |
| Premium for Deferred Charges | - | - | - | - |
| Total Deferred Outflows of Resources | \$ 3,862,818 | 3,817,175 | - | 985,619 |

(continued-2)

| MAJOR ENTERPRISE FUNDS | | | | |
|--|-----------------------------------|-----------------------------------|---------------------------------------|---|
| | CENTRAL REGIONAL WASTEWATER | TARRANT COUNTY WATER SUPPLY | LIVINGSTON WALLISVILLE PROJECTS | TEN MILE CREEK REGIONAL WASTEWATER |
| Liabilities | | | | |
| Current Liabilities: | | | | |
| Payable from Unrestricted Assets: | | | | |
| Accounts Payable and Accrued Expenses | \$ 2,932,571 | 433,105 | 203,450 | 313,751 |
| Accounts Payable - Contracting Parties | 2,308,636 | 3,270,134 | - | 2,523,961 |
| System Contribution Payable - Current | - | - | - | - |
| Contracts Payable - Current Maturities | - | - | 128,479 | - |
| Capital Lease - Current | - | - | - | - |
| Unearned Revenue | 1,604 | 295 | - | 480 |
| Due to Other Authority Funds | - | 2,062 | - | 52,656 |
| Accrued Interest Payable | - | - | 262,958 | - |
| Claims Payable | - | - | - | - |
| Total Payable from Unrestricted Assets | 5,242,811 | 3,705,596 | 594,887 | 2,890,848 |
| Payable from Restricted Assets: | | | | |
| Accounts and Retainage Payable | 21,432,312 | 799,264 | - | 4,554,796 |
| Accrued Interest Payable | 8,371,018 | 1,665,254 | - | 1,312,191 |
| Extendible Commercial Paper | 45,000,000 | - | - | - |
| Revenue Bonds - Current Maturities | 39,535,000 | 6,945,000 | - | 6,115,000 |
| Unearned Revenue | 38,500 | - | - | - |
| Total Payable from Restricted Assets | 114,376,830 | 9,409,518 | - | 11,981,987 |
| Total Current Liabilities | 119,619,641 | 13,115,114 | 594,887 | 14,872,835 |
| Long-Term Liabilities: | | | | |
| Revenue Bonds Payable, Less Current Maturities | 791,833,246 | 114,946,640 | - | 151,895,751 |
| Capital Lease, Less Current | - | - | - | - |
| Accrued Interest Payable | - | - | - | - |
| System Contribution Payable | - | - | - | - |
| Accounts Payable and Accrued Expenses | 947,620 | 107,611 | 156,260 | 188,061 |
| Unearned Revenue | - | - | - | - |
| Uncommitted Contracts Payable | - | - | - | - |
| Other Post Employment Benefits | - | - | - | - |
| Contracts Payable, Less Current Maturities | - | - | 8,774,788 | - |
| Total Long-Term Liabilities, Net | 792,780,866 | 115,054,251 | 8,931,048 | 152,083,812 |
| Total Liabilities | \$ 912,400,507 | 128,169,365 | 9,525,935 | 166,956,647 |
| Deferred Inflows of Resources | | | | |
| Deferred Gain on Refunding | \$ - | - | - | - |
| Total Deferred Inflows of Resources | \$ - | - | - | - |
| Net Position | | | | |
| Net Investment in Capital Assets | \$ 216,106,597 | 36,103,270 | 84,700,827 | 25,232,885 |
| Restricted for: | | | | |
| Debt Service | 51,894,845 | 14,186,179 | - | 11,789,492 |
| Construction | - | - | 279,833 | - |
| Other Purpose | 1,100,000 | - | - | 250,000 |
| Unrestricted | 11,940,898 | 4,166,197 | 866,406 | 507,937 |
| Total Net Position | \$ 281,042,340 | 54,455,646 | 85,847,066 | 37,780,314 |

The accompanying notes are an integral part of the financial statements.

TRINITY RIVER AUTHORITY OF TEXAS

PROPRIETARY FUNDS

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION FOR THE FISCAL YEAR ENDED NOVEMBER 30, 2016

| | MAJOR ENTERPRISE FUNDS | | | |
|--|-----------------------------------|-----------------------------------|---------------------------------------|---|
| | CENTRAL REGIONAL WASTEWATER | TARRANT COUNTY WATER SUPPLY | LIVINGSTON WALLISVILLE PROJECTS | TEN MILE CREEK REGIONAL WASTEWATER |
| Operating Revenues: | | | | |
| Wastewater Contract Revenue | \$ 111,939,874 | - | - | 15,502,406 |
| Water Supply Contract Revenue | - | 31,811,232 | - | - |
| Water Storage Contract Revenue | - | - | 3,852,222 | - |
| Raw Water Contract Revenue | - | - | - | - |
| Direct Financing Arrangement Revenue | - | - | - | - |
| Recreational Facilities Fees | - | - | - | - |
| Reclaimed Wastewater Revenue | 689,597 | - | - | - |
| Professional Services | 606,314 | - | 173,867 | - |
| Management Fees | - | - | - | - |
| Insurance Premiums | - | - | - | - |
| Joint Project Administration | - | - | - | - |
| Grant Revenue | 153,761 | - | - | - |
| Other | 2,392,474 | 3,479 | 443,729 | 2,037 |
| Total Operating Revenues | 115,782,020 | 31,814,711 | 4,469,818 | 15,504,443 |
| Operating Expenses: | | | | |
| Personal Services | 11,366,918 | 1,958,603 | 1,904,737 | 1,609,331 |
| Supplies | 5,515,148 | 1,861,144 | 151,798 | 643,544 |
| Other Services and Charges | 44,814,772 | 16,375,547 | 1,869,238 | 3,587,120 |
| Depreciation | 24,277,311 | 5,214,819 | 932,362 | 3,572,781 |
| Total Operating Expenses | 85,974,149 | 25,410,113 | 4,858,135 | 9,412,776 |
| Operating Income (Loss) | 29,807,871 | 6,404,598 | (388,317) | 6,091,667 |
| Non-Operating Revenues (Expenses): | | | | |
| Interest Expense | (19,578,646) | (3,373,639) | (287,198) | (3,496,611) |
| Debt Issuance Costs | (1,898,675) | (505,065) | - | (895,569) |
| Investment Income | 1,241,828 | 110,335 | 2,781 | 351,871 |
| Debt Related Fees | (75,250) | (9,500) | - | (13,000) |
| Other | 55,078 | 55,613 | 5,298 | 50,924 |
| Total Non-Operating Revenues (Expenses) - Net | (20,255,665) | (3,722,256) | (279,119) | (4,002,385) |
| Income (Loss) Before Contributions, Contribution Refunds, and Transfers | 9,552,206 | 2,682,342 | (667,436) | 2,089,282 |
| CONTRIBUTIONS | - | - | - | - |
| CONTRIBUTION REFUNDS | - | - | - | - |
| TRANSFERS IN | 17,941 | - | 6,000 | - |
| TRANSFERS OUT | (31,447) | - | - | - |
| Change in Net Position | 9,538,700 | 2,682,342 | (661,436) | 2,089,282 |
| Net Position - December 1, 2015 | 271,503,640 | 51,773,304 | 86,508,502 | 35,691,032 |
| Net Position - November 30, 2016 | \$ 281,042,340 | 54,455,646 | 85,847,066 | 37,780,314 |

TRINITY RIVER AUTHORITY OF TEXAS

PROPRIETARY FUNDS

STATEMENT OF CASH FLOWS

FOR THE FISCAL YEAR ENDED NOVEMBER 30, 2016

| | MAJOR ENTERPRISE FUNDS | | | |
|---|-----------------------------------|-----------------------------------|---------------------------------------|---|
| | CENTRAL REGIONAL WASTEWATER | TARRANT COUNTY WATER SUPPLY | LIVINGSTON WALLISVILLE PROJECTS | TEN MILE CREEK REGIONAL WASTEWATER |
| Cash Flows from Operating Activities: | | | | |
| Cash Received from Customers | \$ 112,513,366 | 37,251,326 | 3,509,412 | 18,227,777 |
| Cash Received from Other Authority Funds for Services | 862,680 | 3,479 | 46,411 | - |
| Cash Received on Direct Financing Arrangement | - | - | - | - |
| Cash Received from Claim Refunds | - | - | - | - |
| Cash Paid for Claims | - | - | - | - |
| Cash Payments for Premiums and Administration | - | - | - | - |
| Cash Payments to Customers | (5,013,442) | (2,764,926) | - | (1,648,336) |
| Cash Payments to Suppliers for Goods and Services | (42,556,517) | (17,096,260) | (1,034,698) | (2,572,539) |
| Cash Payments for Employee Services | (11,252,363) | (1,959,270) | (1,883,731) | (1,591,360) |
| Cash Payments to Other Authority Funds for Services | (7,978,191) | (975,916) | (914,685) | (1,498,328) |
| Cash from Other Sources | 156,027 | 55,613 | 618,112 | 55,451 |
| Net Cash Provided by (Used for) Operating Activities | 46,731,560 | 14,514,046 | 340,821 | 10,972,665 |
| Cash Flows from Non-Capital Financing Activities: | | | | |
| Transfers from Other Authority Funds | - | - | - | - |
| Transfers to Other Authority Funds | - | - | - | - |
| Net Cash Provided by (Used for) Non-Capital Financing Activities | - | - | - | - |
| Cash Flows from Capital and Related Financing Activities: | | | | |
| Acquisition and Construction of Capital | | | | |
| Assets Exclusive of Capitalized Interest | (85,928,978) | (1,622,706) | (94,019) | (11,066,201) |
| Extendible Commercial Paper Issuance | 30,000,000 | - | - | - |
| Principal Paid on Revenue Bond Maturities | (37,075,000) | (7,315,000) | - | (5,905,000) |
| Interest Paid on Revenue Bonds and Related Fees | (28,185,491) | (5,161,328) | - | (3,872,505) |
| Principal Payments on Contracts Payable | - | - | (124,469) | - |
| Interest Paid on Contracts Payable | - | - | (290,874) | - |
| Net Proceeds from Issuance of Bonds | - | - | - | 46,434,355 |
| Payment for Capital Lease | - | - | - | - |
| Debt Issuance Costs Paid | (982,482) | (305,579) | - | - |
| Debt Related Fees | (48,750) | (750) | - | (750) |
| Proceeds from the Sale of Capital Assets | 3,848 | - | 4,498 | - |
| Cash Deposited in Trust for Defeasance of Debt | (2,361,978) | (1,025,493) | - | (320,995) |
| Debt Issuance Costs Refunded | 1,863 | 2,343 | - | 1,330 |
| Arbitrage Refund | - | - | - | 101,748 |
| Contribution Received (Refunded) | - | - | - | - |
| Cash Payments from Other Authority Funds | - | - | 6,000 | - |
| Net Cash Provided by (Used for) Capital and Related Financing Activities | (124,576,968) | (15,428,513) | (498,864) | 25,371,982 |
| Cash Flows from Investing Activities: | | | | |
| Purchase of Investments | (20,708,268) | - | - | - |
| Proceeds from Sales and Maturities of Investments | 61,744,127 | 3,740,000 | - | 10,000,000 |
| Cash Received for Investment Income | 1,311,441 | 115,276 | 2,781 | 255,722 |
| Net Cash Provided by (Used for) Investing Activities | 42,347,300 | 3,855,276 | 2,781 | 10,255,722 |
| Total Change in Cash and Cash Equivalents | (35,498,108) | 2,940,809 | (155,262) | 46,600,369 |
| Cash and Cash Equivalents, Beginning of Year | 204,382,658 | 24,566,527 | 709,500 | 40,829,137 |
| Cash and Cash Equivalents, End of Year | \$ 168,884,550 | 27,507,336 | 554,238 | 87,429,506 |

(continued-2)

| | MAJOR ENTERPRISE FUNDS | | | |
|---|-----------------------------------|-----------------------------------|---------------------------------------|---|
| | CENTRAL REGIONAL WASTEWATER | TARRANT COUNTY WATER SUPPLY | LIVINGSTON WALLISVILLE PROJECTS | TEN MILE CREEK REGIONAL WASTEWATER |
| Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used for) Operating Activities: | | | | |
| Operating Income (Loss) | \$ 29,807,871 | 6,404,598 | (388,317) | 6,091,667 |
| Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used for) Operating Activities: | | | | |
| Depreciation | 24,277,311 | 5,214,819 | 932,362 | 3,572,781 |
| Miscellaneous Income | 22,699 | 55,613 | 800 | 53,414 |
| Change in Assets and Liabilities: | | | | |
| Due to Other Authority Funds | (1,420) | (1,038) | (51) | 20,271 |
| Due from Other Authority Funds | (40,508) | - | - | - |
| Accounts Receivable - Contracting Parties | (4,520,343) | 2,169,960 | (303,579) | 201,410 |
| Contracts Receivable | - | - | - | - |
| Interest Receivable | - | - | - | - |
| Accounts Receivable | - | - | 7,875 | - |
| Claim Refunds Receivable | - | - | - | - |
| Prepays and Other Assets | 64,922 | 18,433 | (303) | 11,653 |
| Inventory | (149,277) | - | - | - |
| Accounts Payable - Contracting Parties | (2,704,806) | 505,208 | - | 875,625 |
| Accounts Payable and Accrued Expenses | (24,445) | 146,510 | 92,710 | 145,844 |
| Claims Payable | - | - | - | - |
| OPEB Obligation | - | - | - | - |
| Direct Financing Arrangement Receivable | - | - | - | - |
| Unearned Revenue | (444) | (57) | (676) | - |
| Premium for Deferred Charges | - | - | - | - |
| Total Adjustments | 16,923,689 | 8,109,448 | 729,138 | 4,880,998 |
| Net Cash Provided by (Used for) Operating Activities | \$ 46,731,560 | 14,514,046 | 340,821 | 10,972,665 |
| Supplemental Noncash Disclosures: | | | | |
| Amortization of Bond Premium/Discount | \$ (4,510,454) | (2,035,620) | - | (153,149) |
| Amortization of Loss on Refunding | 1,042,617 | 243,184 | - | 76,692 |
| Deferral of Interest Expense on Uncommitted Portion of Long-Term Debt | - | - | - | - |
| Change in Fair Value of Investments | (78,711) | (3,950) | - | (1,850) |
| Change in Liabilities Related to Capital Assets | 7,849,437 | 237,362 | - | 3,178,013 |
| Bond Proceeds Deposited in Trust for Defeasance of Debt | (107,802,647) | (45,176,264) | - | (42,384,001) |
| Transfer of Capital Assets | 9,177 | - | - | - |
| Bond Issuance Costs Retained from Bond Proceeds | (918,055) | (201,829) | - | (896,899) |
| RECONCILIATION OF CASH AND CASH EQUIVALENTS AT END OF YEAR: | | | | |
| Unrestricted Assets: | | | | |
| Cash | \$ 250 | \$ 100 | \$ 15,971 | \$ 300 |
| Equity in Pooled Cash and Investments | 10,975,045 | 6,530,904 | 258,434 | 3,498,046 |
| Restricted Assets: | | | | |
| Equity in Pooled Cash and Investments | 134,279,270 | 20,976,332 | 279,833 | 80,612,289 |
| Money Market Fund | 23,629,985 | - | - | 3,318,871 |
| CASH AND CASH EQUIVALENTS AT END OF YEAR | \$ 168,884,550 | \$ 27,507,336 | \$ 554,238 | \$ 87,429,506 |

The accompanying notes are an integral part of the financial statements.

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APPENDIX D

FORM OF BOND COUNSEL'S OPINION

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Proposed Form of Opinion of Bond Counsel

*An opinion in substantially the following form will be delivered by McCall,
Parkhurst & Horton L.L.P., Bond Counsel, upon the delivery of the
Bonds, assuming no material changes in facts or law.*

**TRINITY RIVER AUTHORITY OF TEXAS
(TARRANT COUNTY WATER PROJECT)
IMPROVEMENT REVENUE BONDS, SERIES 2017**

IN THE AGGREGATE PRINCIPAL AMOUNT OF \$19,630,000

AS BOND COUNSEL FOR THE TRINITY RIVER AUTHORITY OF TEXAS (the "Issuer") of the Bonds described above (the "Bonds"), we have examined into the legality and validity of the Bonds, which are payable, bear interest and are subject to further provisions, all in accordance with the terms and conditions stated in the text of the Bonds and the resolution of the Issuer authorizing the issuance of the Bonds, including the Pricing Certificate of General Manager authorized thereby (collectively, the "Resolution").

WE HAVE EXAMINED the Constitution and laws of the State of Texas, certified copies of the proceedings of the Issuer and other documents authorizing and relating to the issuance of said Bonds, including one of the executed Bonds (Bond Number T-1).

BASED ON SAID EXAMINATION, IT IS OUR OPINION that said Bonds have been authorized, issued and duly delivered in accordance with law; and that except as may be limited by governmental immunity, bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws now or hereafter enacted relating to creditor's rights generally or by principles of equity which permit the exercise of judicial discretion, (i) the covenants and agreements in the Bond Resolution constitute valid and binding obligations of the Issuer, and the Bonds constitute valid and legally binding special obligations of the Issuer which, together with other parity bonds, are secured by and payable from a first lien on and pledge of (a) the Issuer's Net Revenues from its water supply contracts, each dated as of January 21, 1972, and amended as of January 22, 1975, and as of December 5, 1979 (with respect to the City of Euless, Texas) and December 11, 1979 (with respect to the City of Bedford, Texas), and its water supply contracts, each dated as of April 25, 1979, and amended as of December 5, 1979, and as of April 23, 1980, with the Cities of Colleyville, Grapevine, and North Richland Hills, Texas (collectively the "Contracts"), all relating to the Issuer's Tarrant County Water Project described in the Contracts, all as more fully described in the Contracts and in the Bond Resolution, to each of which reference is hereby made for all purposes, and (b) the Net Revenues the Issuer may receive from other parties, if any, with whom the Issuer may contract in the future for supplying treated water from the Issuer's Tarrant County Water Project, and (ii) each of the aforesaid Contracts is authorized by law, has been duly executed, is valid, and is legally



binding upon and enforceable by the parties thereto in accordance with their respective terms and provisions.

THE ISSUER has reserved the right, subject to the restrictions stated in the Bond Resolution, to issue additional parity revenue bonds which also may be secured by and made payable from a first lien on and pledge of the aforesaid Net Revenues on a parity with the Bonds.

THE ISSUER also has reserved the right, subject to the restrictions stated in the Bond Resolution, to amend the Bond Resolution with the approval of the owners of two-thirds of the aggregate principal amount of all outstanding parity bonds which are secured by and payable from a first lien on and pledge of the aforesaid Net Revenues.

THE REGISTERED OWNERS of the Bonds shall never have the right to demand payment of the principal thereof or interest thereon from any source whatsoever other than specified in the Bond Resolution.

IT IS FURTHER OUR OPINION, except as discussed below, that the interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes under the statutes, regulations, published rulings and court decisions existing on the date of this opinion. We are further of the opinion that the Bonds are not "specified private activity bonds" and that, accordingly, interest on the Bonds will not be included as an individual or corporate alternative minimum tax preference item under Section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). In expressing the aforementioned opinions, we have relied on, and assume compliance by the Issuer with, certain covenants regarding the use and investment of the proceeds of the Bonds and the use of the property financed therewith. We call your attention to the fact that if such representations are determined to be inaccurate or upon failure by the Issuer to comply with such covenants, interest on the Bonds may become includable in gross income retroactively to the date of issuance of the Bonds.

EXCEPT AS STATED ABOVE, we express no opinion as to any other federal, state or local tax consequences of acquiring, carrying, owning or disposing of the Bonds.

WE CALL YOUR ATTENTION TO THE FACT that the interest on tax-exempt obligations, such as the Bonds is included in a corporation's alternative minimum taxable income for purposes of determining the alternative minimum tax imposed on corporations by Section 55 of the Code.

WE EXPRESS NO OPINION as to any insurance policies issued with respect to the payments due for the principal of and interest on the Bonds, nor as to any such insurance policies issued in the future.

OUR SOLE ENGAGEMENT in connection with the issuance of the Bonds is as Bond Counsel for the Issuer, and, in that capacity, we have been engaged by the Issuer for the sole purpose of rendering an opinion with respect to the legality and validity of the



Bonds under the Constitution and laws of the State of Texas, and with respect to the exclusion from gross income of the interest on the Bonds for federal income tax purposes, and for no other reason or purpose. We have not been requested to investigate or verify, and have not independently investigated or verified any records, data, or other material relating to the financial condition or capabilities of the Issuer or the Contracting Parties or the disclosure thereof in connection with the sale of the Bonds, and have not assumed any responsibility with respect thereto or with respect to the adequacy of the Net Revenues. We express no opinion and make no comment with respect to the marketability of the Bonds and have relied solely on certificates executed by officials of the Issuer as to the current outstanding indebtedness of, and sufficiency of the Net Revenues. Our role in connection with the Issuer's offering document prepared for use in connection with the sale of the Bonds has been limited as described therein.

OUR OPINIONS ARE BASED ON EXISTING LAW, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a result and are not binding on the Internal Revenue Service (the "Service"). Rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the Issuer as the taxpayer. We observe that the Issuer has covenanted not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

Respectfully,

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