

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

**STATE INFRASTRUCTURE BANK
LOAN AGREEMENT**

This State Infrastructure Bank Loan Agreement (Agreement) is made by and between the Texas Transportation Commission (Commission) acting by and through the Texas Department of Transportation (Department), an agency of the State of Texas (State), and the Town of Addison (Borrower), a political subdivision of the State of Texas, located in Dallas County, Texas.

WITNESSETH

WHEREAS, the Secretary of Transportation of the United States Department of Transportation is authorized by the National Highway System Designation Act (Section 350 of Public Law 104-59) to enter into cooperative agreements with certain states, including Texas, to establish a state infrastructure bank for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation projects, and reduce state costs; and

WHEREAS, the Texas Legislature established the State Infrastructure Bank (SIB) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (Transportation Code, Chapter 222, Subchapter D); and

WHEREAS, the Texas Transportation Commission has adopted rules to implement the SIB program, including eligibility criteria for financial assistance (Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6); and

WHEREAS, the Borrower is developing projects in Dallas County, Texas involving roadway reconstruction, utility relocation, and other safety improvements necessary for three (3) non-tolled off-system projects on Keller Springs Road, Quorum Drive and Montfort Drive in Dallas County, Texas, identified as CSJ #'s 0918-47-534, 0918-47-535, and 0918-47-536 (Projects). The Borrower is providing the actual cost of construction necessary for the Projects; and

WHEREAS, the Borrower is a public entity in Texas and is authorized by law to construct, maintain, or finance the construction of the Projects and may borrow money from the SIB under Texas Transportation Code §222.0745 for that purpose; and

WHEREAS, in accordance with 43 TAC §6.23, the Borrower submitted an application to the Department seeking to borrow Forty-Four Million Six Hundred Thousand Dollars (\$44,600,000) from the SIB to pay for Borrower's actual cost of the Projects; and

SIB #S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

WHEREAS, In accordance with 43 Texas Administrative Code (TAC) §6.32(c)(2): (1) the Projects are consistent with the Statewide Long-Range Transportation Plan; (2) the Projects are in a Clean Air Act non-attainment area and will be consistent with the Statewide Transportation Improvement Program, with the conforming plan and Transportation Improvement Program for the applicable metropolitan planning organization, and with the State Implementation Plan; (3) the Projects will improve the efficiency of the State's transportation systems; (4) the Projects will expand the availability of funding for transportation Projects or reduce direct State costs; and (5) the application shows that the Projects and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

WHEREAS, the Borrower passed Resolution No. 24-017 on February 27, 2024, authorizing the SIB loan application in the amount of up to Forty-Four Million Six Hundred Thousand (\$44,600,000). The above-referenced resolution is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

WHEREAS, the Texas Transportation Commission, in Minute Order No. 116759 dated August 22, 2024, attached hereto as **Exhibit B**, granted final approval of the application from the Borrower to borrow up to Forty-Four Million Six Hundred Thousand Dollars (\$44,600,000) from the SIB, and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the Borrower to finance the Borrower's actual cost of the Projects; and

WHEREAS, the Borrower also passed Resolution No. R24-081 on October 8, 2024, authorizing the Borrower's City Manager to enter into this Agreement for a loan in the amount of Forty-Four Million Six Hundred Thousand Dollars (\$44,600,000), attached hereto as **Exhibit C**; and

WHEREAS, the Borrower has submitted a certificate warranting that the proposed security is eligible to be used to repay the loan and that the financial assistance will not violate any of the borrowing or bond commitments the borrower may have in place; and

WHEREAS, the Department has determined that the money in the SIB to be used to make the loan is "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6; and

WHEREAS, the Borrower will repay the loan with funds other than federal funds.

NOW, THEREFORE, the Department and the Borrower agree as follows:
A G R E E M E N T

Article 1. Financial Assistance.

A. SIB Loan. The Department, on behalf of the Commission, will make a loan to the Borrower in the amount of Forty-Four Million Six Hundred Thousand Dollars (\$44,600,000) from the SIB (SIB Loan) to finance the Borrower's actual cost of the Projects.

B. SIB Loan Disbursement. On each Disbursement date as shown on **Exhibit D**, the Department will transfer the amounts shown in Exhibit D for a total of Forty-Four Million Six Hundred Thousand Dollars (\$44,600,000) from the SIB (SIB Loan Proceeds) to the Borrower for deposit with the Borrower's depository bank JP Morgan Chase Bank, N.A. into an investment fund approved by the Department (Project Account). The Borrower shall use the SIB Loan Proceeds for payment of the Borrower's actual cost of the Projects. The Borrower shall not use the SIB Loan Proceeds for any purpose other than that described in this Agreement.

The investment of any SIB Loan Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The SIB Loan Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The depository bank shall not commingle funds in the Project Account with any other funds held by the depository bank or the investment pool. If, during the course of this Agreement, the Borrower wishes to change its depository bank or investment fund, the Borrower shall obtain the Department's approval prior to the transfer of any remaining SIB Loan Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Agreement.

C. Security Provisions.

(1) Pledge of Tax Revenues.

The Borrower hereby covenants and agrees to secure and repay the SIB Loan and accrued interest hereon pursuant to the terms of this Agreement from the Borrower's ad valorem tax revenues, and that the Department has a contractual right to and pledge of such revenues to guarantee repayment. The Borrower hereby agrees that during each year while the SIB Loan is outstanding and unpaid, the Borrower shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the funds required to pay the interest on the SIB Loan as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the SIB Loan as such principal matures (but never less than 2% of the original principal amount of the SIB Loan as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Borrower, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property within the Borrower's jurisdiction for each year while any of the SIB Loan is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund (defined below). Said ad valorem

taxes sufficient to provide for the payment of the interest on and principal of the SIB Loan, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law. The amount of taxes to be levied annually for the payment of principal of and interest on the SIB Loan shall be determined and accomplished in the following manner:

(a) The Borrower's annual budget, beginning the year in which this Agreement becomes effective, shall reflect (i) the amount of principal and interest on the SIB Loan to become due in the next succeeding Fiscal Year of the Borrower, and (ii) the amount of ad valorem tax revenues or other lawfully available funds estimated and budgeted to be available for the payment of the principal of and interest on the SIB Loan during the next succeeding Fiscal Year of the Borrower.

(b) The amount required to be provided each Fiscal Year throughout the duration of this Agreement shall be the amount, if any, by which the principal and interest to be paid on the SIB Loan in the next succeeding Fiscal Year of the Borrower exceeds the sum of (i) the amount of Pledged Revenues shown to be on deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Pledged Revenues or other lawfully available funds shown to be budgeted and available (subject to the requirements of any prior lien obligations) for payment of said debt service requirements.

(c) The Borrower shall budget an amount of ad valorem tax revenue sufficient to pay the annual payment of the SIB Loan. Following the final approval of the annual budget of the Borrower, the governing body of the Borrower shall levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the SIB Loan in the next succeeding Fiscal Year of the Borrower.

(2) Perfection of Security Interest

Chapter 1208, Texas Government Code, applies to the execution and delivery of the SIB Loan and the pledge of revenues granted by the Borrower herein, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the SIB Loan is outstanding and unpaid such that the pledge of revenues granted by the Borrower pursuant to the paragraph above is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Department the perfection of the security interest on the pledged revenues in Article I of this Agreement, the Borrower agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

D. Loan Repayment. The SIB Loan is to be repaid over a period of no more than twenty (20) years, with a final maturity date of February 15, 2044, in accordance with the

amortization schedule attached to this Agreement as **Exhibit D**. Principal due on the SIB Loan shall be due annually beginning on February 15, 2025, and on each February 15 thereafter including the final principal payment date as shown on **Exhibit D** attached hereto (each a Principal Payment Date), and in the amounts (each a Principal Payment) as shown on **Exhibit D** attached hereto.

The SIB Loan shall bear interest from the initial Loan Draw date as shown on **Exhibit D** at the rate of 2.51% per annum (Loan Rate), such interest to be calculated on the basis of a 360-day year composed of twelve 30-day months (each an Interest Payment). Interest Payments will be due annually beginning on February 15, 2025, and on each February 15 and August 15 thereafter in the years as shown on **Exhibit D** attached hereto (each an Interest Payment Date). The Principal Payment Dates and the Interest Payment Dates are collectively referred to as (Payment Dates). If a Payment Date is not on a business day, the Interest Payment and/or Principal Payment due shall be made on the next following business day.

E. Draw of Funds from Project Account. SIB Loan funds in the Project Account shall only be drawn upon by the Borrower and used for Project costs as described in this Agreement. All draws from the Project Account for such costs related to the Projects shall be in accordance with a requisition prepared by or approved by the Borrower, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

F. Interest and Sinking Fund. The Borrower shall establish at its depository bank a SIB Loan Interest and Sinking Fund. Interest Payments due on the SIB Loan and each Principal Payment due on the SIB Loan shall be deposited into this Interest and Sinking Fund by the Borrower prior to each Payment Date. On or before each Payment Date, the Borrower shall cause its depository bank to transfer from the SIB Loan Interest and Sinking Fund to the Department, the applicable Interest Payment and/or Principal Payment as set forth in this Agreement.

G. Advances. The repayment of all or any portion of the SIB Loan shall not entitle the Borrower to any subsequent advances from the Department, nor shall the Department have any obligation to advance to or for the benefit of the Borrower any amount in excess of the SIB Loan. All costs incurred by the Borrower for its portion of the Projects in excess of the par amount of the SIB Loan shall be the responsibility of the Borrower.

H. Prepayment.

(1) Voluntary Prepayment. Principal due on the SIB Loan and interest accrued at the Loan Rate through and including the date of prepayment may be prepaid by the Borrower without penalty, in whole or in part, on any business day.

(2) Mandatory Prepayment. Should the Projects or this Agreement be terminated for any reason or should any amounts of disbursed SIB Loan Proceeds not be applied to pay Project costs, the Borrower shall return any misapplied SIB Loan Proceeds or unexpended portion of the SIB Loan Proceeds to the Department as a prepayment.

(3) Application of Prepayments. Upon receipt of a prepayment from the Borrower of a portion (and not the whole) of the outstanding principal amount of the SIB Loan the Department shall apply such prepayment to the outstanding principal due on the SIB Loan;

(4) Upon either voluntary or mandatory prepayment, the remaining principal due on the SIB Loan will be re-amortized over the term of the SIB Loan and **Exhibit D** will be revised by the Department to reflect the remaining Principal Payments and the revised Interest Payments due; and

(5) Such revised **Exhibit D** shall be submitted to the Borrower to be attached to and become an integral part of this Agreement.

I. Late Payment. Payments not received by the applicable Payment Date will bear interest at the Loan Rate (with overdue interest as well as overdue principal bearing interest) until paid. Such additional interest shall be calculated by the Department on the basis of a 360-day year composed of twelve 30-day months. The parties may prepare a revised **Exhibit D** (amortization schedule) showing the increase in interest due resulting from late payment, default, or pursuant to other terms and conditions of this Agreement.

J. Payment with Federal Funds. The Borrower hereby covenants and agrees that federal funds will not be used to make payments due on the SIB Loan.

Article 2. Use of SIB Loan for Project Costs

The Borrower is developing the Projects. The Borrower is responsible to fund the actual costs of roadway reconstruction, utility relocation, and other safety improvements necessary for the construction of the Projects. The Borrower may use the SIB Loan only for the actual costs incurred by the Borrower for such roadway reconstruction, utility relocation, and other safety improvements necessary for the construction of the Projects.

Article 3. Project Responsibilities for Federally-Funded Projects

A. The SIB Loan Proceeds are “secondary funds” and “financial assistance from other than general obligation bond proceeds,” as those terms are used in 43 TAC Chapter 6. However, if any federal funds will be used to pay for, or reimburse costs of, the Projects, with respect to work on the Projects, the Borrower and the Department are required to comply with the requirements of the United States Code, Title 23, for federal-aid highways. The Borrower and the Department must conduct all right-of-way or other land acquisitions, relocations, and utility adjustments in accordance with the United States Code, Title 42 – The Public Health and Welfare, Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (the Uniform Act) and the regulations issued thereunder.

B. The Borrower is responsible for funding its portion of the Projects costs in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The Department has certain rights and responsibilities related to the Projects, including ensuring that the completion of the Projects are performed in compliance with all applicable laws, regulations, and policies.

- C. All plans and specifications for the Projects shall be in compliance with the current editions of the design and construction manuals of the Department, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the "Standard Specifications"), as they may apply. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.
- D. The actions and decisions regarding the Projects made by the Department shall not be contestable by the Borrower.
- E. The Borrower shall provide the Department and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform the work for the Projects, inspect the work, or otherwise aid in the prompt pursuit of the work. The Borrower shall also provide the Department, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor's Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the Borrower which are pertinent to the Projects or its financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the Projects accounting described in this Agreement.

Article 4. Project Accounting; Filing of Reports; Retention of Records

- A. The Borrower shall account for: (i) all costs associated with the Borrower's actual cost of the Projects, and (ii) disbursements made to the Department, if any, associated with the Projects using generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or state laws or regulations. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or State laws or regulations, and with all other applicable federal and state requirements. The Borrower will make its accounting records available at reasonable times to the Department for inspection during performance of the Borrower's work related to the Projects and upon its completion.
- B. On each Principal Payment Date (until the next Principal Payment Date occurring after the year in which all SIB Loan Proceeds are expended), the Borrower shall provide to the Department (one copy to the Department's District Office and one copy to the Department's SIB Administration Office) an accounting of the SIB Loan Proceeds expended (Annual Expenditure Report). The Borrower shall also, at the Borrower's cost, have a full audit of its books and records performed annually by an independent certified public accountant selected by the Borrower and reasonably acceptable to the Department. The audit must be conducted in accordance with generally accepted auditing standards promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board, or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-profit Organizations, as applicable, and with all other applicable federal and state requirements. The Borrower shall cause the auditor to provide a full copy of the audit report and any other management letters or auditor's

comments directly to the Department within a reasonable period of time after an audit report and any related documents have been provided to the Borrower's governing body.

C. The State Auditor may conduct an audit or investigation of the Borrower with respect to the funds received from the Department directly under this Agreement or of the payments received by third parties from the Borrower using the SIB Loan Proceeds. Acceptance of funds directly under this Agreement or indirectly through payments using SIB Loan Proceeds acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

D. The Borrower shall retain all original Projects files, records, accounts, and supporting documents relating to the relocation of Borrower utilities needed for the Projects until the later of the date that: (1) the Projects are completed; (2) the SIB Loan has been paid in full; or (3) the retention period required by State and federal law ends. The Borrower shall retain, or cause its auditor to retain, all work papers and reports relating to an audit performed pursuant to this Agreement until the fourth anniversary of the date of the audit report, unless the Department notifies the Borrower in writing of a later date for the end of the retention period. During the retention period, the Borrower shall make audit work papers available to the Department within 30 days of the date that the Department requests those papers.

E. All information submitted by the Borrower (annual financial/disclosure information and notices) to the Electronic Municipal Market Access ("EMMA") System of the Municipal Securities Rulemaking Board with respect to the Borrower's bonds and other similar obligations payable from the same revenues as the SIB Loan must be submitted to the Department, within 30 days of posting to EMMA. Such information may be submitted to the Department by hard copy or by notification to the Department of the Borrower's posting with EMMA, together with the applicable CUSIP number(s).

F. The Borrower shall submit to the Department within 30 days of the date of adoption the annual operating and capital budgets adopted by the Borrower each fiscal year under a trust agreement, indenture, bond resolution or ordinance, or equivalent document securing bonds or other obligations issued for the Projects, and any amended or supplemental operating or capital budget, approved by the Borrower and certified as correct by its chief administrative officer or chief financial officer.

Article 5. Default

A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.

B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate

official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.

Article 6. Borrower Solely Responsible

The Borrower agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the Borrower and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the Borrower or any agent, employee, official, or contractor of the Borrower. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

Article 7. Termination

This Agreement may be terminated upon the occurrence of any of the following conditions:

- A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of this Agreement;
- B. If the Department is unable to advance the SIB Loan Proceeds to the Borrower, the Department shall terminate this Agreement and provide written notice thereof to the Borrower;
- C. If the Borrower is in default on a Principal Payment or Interest Payment required under this Agreement, the Department may declare this Agreement to be terminated, or may exercise any of the rights granted the Department in this Agreement; but the payment obligations of the Borrower shall survive any such termination and shall continue in effect until discharged and satisfied; and
- D. Upon repayment in full by the Borrower of the SIB Loan, and compliance by the Borrower with all other requirements of this Agreement, the Department shall execute and deliver to the Borrower a letter or other notice of payment, provided that, upon the execution and delivery of the written notice of payment by the Department, this Agreement shall automatically terminate, except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

Article 8. Notices

All notices to either party by the other party required under this Agreement will be delivered personally, via e-mail or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

<p>Texas Transportation Commission: Texas Department of Transportation Attn: Project Finance, Debt & Strategic Contracts Division SIB Administration 125 East 11th Street Austin, TX 78701-2483 TexasSIB@txdot.gov</p>	<p>Borrower: Town of Addison Attn: Chief Financial Officer PO Box 9010 Addison, TX 75001 sglickman@addisontx.gov</p>
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All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party may change the above address by sending written notice of the change to the other party in the manner stated in this Article.

Article 9. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In particular, but not by way of limitation, should all or any part of the pledge of security in this Agreement for any reason be held invalid, illegal or unenforceable in any respect, Borrower’s obligations under this Agreement shall be treated as current expenses of the Borrower subject to the annual appropriation of lawfully available funds by the governing body of the Borrower for the payment of such obligations.

Article 10. Written Amendments

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties. Notwithstanding the foregoing, revisions to **Exhibit D** that occur as contemplated in this Agreement must be in writing, but are not required to be executed by either party.

Article 11. Successors and Assigns

Except as provided in the next following sentence, this Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties. Each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

Article 12. Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the Department and the Borrower.

Article 13. Interpretation

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

Article 14. Signatory Authority

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the Department and the Borrower, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

Article 15. Taxable Obligations

The SIB Loan is not a “state or local bond” within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended; therefore, the interest on the SIB Loan is not excludable from the gross income of the holders thereof for federal income tax purposes.

*****SIGNATURE PAGES FOLLOW*****

SIB #S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

Each party is signing this Agreement on the date stated next to that party's signature.

TOWN OF ADDISON

DocuSigned by:
David Gaines
By: _____ Date: 10/17/2024
4E64B34AC161442...
David Gaines
City Manager
Town of Addison

TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

DocuSigned by:
Benjamin Asher
By: _____ Date: 10/18/2024
E40115EC36E4474...
Benjamin H. Asher
Project Finance, Debt & Strategic Contracts Division Director
Texas Department of Transportation

EXECUTION PAGE: SIB #S2024-08-01-01

SIB # S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

EXHIBIT A

BORROWER'S RESOLUTION(S) AUTHORIZING LOAN APPLICATION

RESOLUTION NO. 24-017

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE STATE INFRASTRUCTURE BANK AND ACT ON BEHALF OF THE TOWN OF ADDISON IN ALL MATTERS RELATING TO THE APPLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the Town of Addison (“Town”) deems it proper and in the best interest of the Town to apply for a loan from the State Infrastructure Bank in an amount not to exceed \$44,600,000 to be used for the reconstruction of Keller Springs Road, Quorum Drive, and Montfort Drive; and

WHEREAS, the Town is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose.

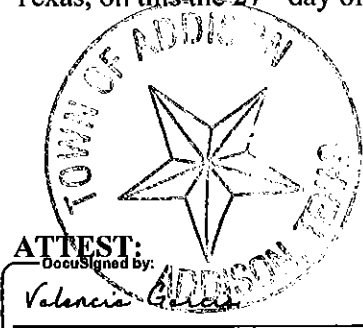
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. That the City Council believes it is in the best interest of the Town to apply for a loan from the State Infrastructure Bank in an amount not to exceed \$44,600,000 to finance the reconstruction of Keller Springs Road, Quorum Drive, and Montfort Drive.

SECTION 2. That the City Council hereby authorizes the City Manager to execute an application for financial assistance from the State Infrastructure Bank and to submit the application, together with all required documentation, to the Texas Department of Transportation for consideration.

SECTION 3. That the application to be submitted is attached hereto as **Exhibit A** and made a part hereof for all purposes.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 27th day of **FEBRUARY**, 2024.



ATTEST:
DocuSigned by:
Valencio Garcia
Valencio Garcia, Interim City Secretary

TOWN OF ADDISON, TEXAS

DocuSigned by:
Bruce Arfsten
2CF81DF986514EA...
Bruce Arfsten, Mayor

EXHIBIT A



STATE INFRASTRUCTURE BANK (SIB)
LOAN APPLICATION

Form 1960
(Rev. 1/23)
Page 1 of 3

SECTION I - Applicant Information

Applicant Name: _____ Application Type: _____
 Primary Contact: _____ Taxpayer FEIN: _____
 Contact's Title: _____ Email Address: _____
 Street Address: _____ Phone Number: _____
 City: _____ Zip: _____ County: _____
 Council/Board Meeting Frequency: _____ Urbanized Area: _____
 TxDOT District: _____
 TxDOT District Engineer: _____ Phone Number: _____
 TxDOT District Contact Name: _____ Phone Number: _____

Financial Advisor Information, if applicable:

Name: _____ Phone: _____
 Firm: _____ Email: _____

Bond Counsel Information, if applicable:

Name: _____ Phone: _____
 Firm: _____ Email: _____

SECTION II - Financial Information

Requested amount of financial assistance (must be rounded to the nearest thousand):

Requested terms:

Years: _____
 Deferment of first payment: No Yes, number of years: _____
 Preferred debt service payment date(s): Yes: _____ No, start from disbursement
 Disbursement Date(s): As soon as possible Preferred date(s): _____

Breakdown of use of funds (must equal application amount):

Use	Amount
Total	

Proposed pledge of source of repayment and priority claim to those sources (indicate if requesting subordinate and reason):

List any other existing debt payable from the same revenue source (Please attach documentation.)

Current credit rating(s), if applicable:

Provide the applicant's legal authority to incur the proposed debt and the borrower's proposed pledge of source of repayment:

SECTION III - Project Information

Brief Description of the Project:

Total Cost of Entire Project: (i.e. right of way, construction, utilities, etc.)

CSJ Number(s):

Is the project in the Statewide Transportation Improvement Program (STIP)?
If no, when will it be added or provide justification for not adding

Yes No _____

Is the project environmentally cleared?

Yes No Anticipated Clearance Date: _____

Functional Classification: _____

Is the requested financial assistance a local match? If yes, is it required or voluntary?

Yes: _____ No

Is the project joint bid?

Yes No

Describe need and anticipated public benefits of the project:

What type of construction contract will be used on the project (DB, DBB, etc.)?

Additional Information (Attach additional pages if needed):

SECTION IV - Required Documentation

Does entity have home rule charter? If Yes, please submit a copy of the charter, or provide link if a charter is posted online.

Yes No

List of all other outstanding financial agreements with TX DOT, for example toll equity, SIB loans, pass-through tolls, etc. (Please attach documentation)

Please submit the following documents with your application, if applicable.

- Copy of Advanced Funding Agreement, Utility Relocation or other agreement with TxDOT, if applicable
- Bond rating letters from Moody's, Standard & Poor's, or Fitch, if any.
- [Resolution](#) from governing board authorizing the application.
- [Financial feasibility study](#).
- 5 years of audited financial statements related to the source of repayment. (Can provide link if online)
- Copy of the most recent budget. (Can provide link if online)
- Preliminary design study which includes:
 - ◆ An initial route and potential alignments.
 - ◆ The project's logical termini and independent utility.
 - ◆ The location of all right-of-way, facilities and equipment required to make the project functional.
 - ◆ Revisions or changes to state highway system facilities necessitated by the project.
 - ◆ An Environmental Review of the project if available.
 - ◆ Legal or letter size map of the project.

All application information and materials can be submitted electronically to TexasSIB@txdot.gov or by mail to:

TxDOT Project Finance, Debt, and Strategic Contracts Division
State Infrastructure Bank (SIB)
125 East 11th St.
Austin, TX 78701-2483

Section V - Acknowledgment and Certification

I certify that:

I have the authority to request and incur the debt described in this application, and upon award, will enter into contract for repayment of any financial assistance granted by the Texas Department of Transportation's State Infrastructure Bank (SIB).

I have completed the preliminary requirements, and will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge, all information contained in this application is valid and accurate and the governing body of the undersigned jurisdiction has authorized the submission of this application.

Signature of authorized official

Date

Printed Name

Title, Jurisdiction

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

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EXHIBIT B

TEXAS TRANSPORTATION COMMISSION MINUTE ORDER

TEXAS TRANSPORTATION COMMISSIONVarious Counties**MINUTE ORDER**

Page 1 of 3

Various Districts

The applicants listed in exhibit A have each submitted an application for financial assistance in the form of a loan from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). Each application satisfies all requirements of the rules, including passage of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. Each applicant intends to use the financial assistance to pay for eligible project costs to perform work on various projects in various counties in Texas, as detailed in exhibit A.

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the projects.

In accordance with the SIB Rules, the executive director has negotiated all the terms of an agreement with each applicant as necessary to protect the public's safety and to prudently provide for the protection of public funds while furthering the purposes of the SIB, as contained in exhibit A.

The SIB Rules provide for both preliminary and final approval by the Texas Transportation Commission (commission) of any SIB loan in the principal amount of more than \$10 million or in which the department does not have primary responsibility, unless the commission waives the preliminary approval requirement for that application. The commission has considered the complexity and size of the project, the type of infrastructure or asset involved, the type and complexity of the financial assistance requested, the financial status of the applicant, the financial feasibility of the project, and the need to expedite the financing of the project and has determined to waive the preliminary approval requirement for the town of Addison SIB loan application, as listed in exhibit A.

The SIB Rules also allow for final approval by the commission of any SIB loan in the principal amount of \$10 million or less without first going through the preliminary approval process described in the SIB Rules if the financial assistance is to be used for a project for which the department has primary responsibility.

The executive director or his designee implemented actions authorized and required by the SIB Rules for final approval. The executive director affirms that the necessary social, economic, and environmental impact studies required by the SIB Rules have been completed and approved by the department. The executive director recommends that the commission grant final approval of the applications listed in exhibit A for financial assistance from the SIB up to the amount listed for each project.

TEXAS TRANSPORTATION COMMISSION

Various Counties

MINUTE ORDER

Page 2 of 3

Various Districts

In accordance with the SIB Rules, the commission finds that:

1. the projects listed in exhibit A are consistent with the Statewide Long-Range Transportation Plan and the metropolitan transportation plan developed by the applicable metropolitan planning organization;
2. the city of Valley View project listed in exhibit A is not in a Clean Air non-attainment area;
3. the town of Addison and city of Cleveland projects listed in exhibit A are in Clean Air Act non-attainment areas and are consistent with the Statewide Transportation Improvement Program, with the conforming plan and Transportation Improvement Program for the MPO in which the project is located, and with the State Implementation Plan;
4. the projects listed in exhibit A will improve the efficiency of the state's transportation systems;
5. the projects listed in exhibit A will expand the availability of funding for transportation projects or reduce direct state costs;
6. the applications submitted show that the applicants listed in exhibit A are likely to have sufficient revenues to assure repayment of the financial assistance;
7. providing financial assistance to each applicant listed in exhibit A will protect the public's safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB; and
8. the projects listed in exhibit A will provide for all reasonable and feasible measures to avoid, minimize, or mitigate for adverse environmental impacts.

IT IS THEREFORE DETERMINED AND ORDERED by the commission that each application listed in exhibit A submitted for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants final approval of the applications for SIB loans under the terms contained within exhibit A up to the amount listed for each project to pay for the eligible project costs necessary for the projects.

TEXAS TRANSPORTATION COMMISSION

Various Counties

MINUTE ORDER

Page 3 of 3

Various Districts

IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to enter into financial assistance agreements for each of the attached SIB loan requests, which comply with the SIB Rules, and which contains the terms attached hereto as exhibit A.

Submitted and reviewed by:

Recommended by:

DocuSigned by:
Benjamin Asher
E40115FC36E4474...
Director, Project Finance,
Debt & Strategic Contracts Division

DocuSigned by:
Ma Williams
0E1B35AE191749E...
Executive Director

116759 August 22, 2024

Minute Number	Date Passed
116759	August 22, 2024

State Infrastructure Bank Loan Terms

Applicant	Loan Amount (up to)	Pledged Collateral	Term to Maturity (up to)	Initial Repayment Deferral	Interest Rate	Project Description
Town of Addison (S2024-008-01)	\$44,600,000	Ad-Valorem Tax Revenues	20 years	N/A	2.51%	Roadway reconstruction, utility relocation, and other safety improvements necessary for three (3) non-tolled off-system projects to Keller Springs Road, Quorum Drive and Montfort Drive in Dallas County
City of Cleveland (S2024-014-01)	\$900,000	Utility Revenues	10 years	1 year	2.34%	Contribution to the Department for a utility relocation on SH 105 in Liberty County
City of Valley View (S2024-013-01)	\$725,167	Utility Revenues	10 years	4 years	3.04%	Utility relocation on I-35 in Cooke County

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EXHIBIT C

BORROWER'S RESOLUTION AUTHORIZING LOAN AGREEMENT

RESOLUTION NO. R24-081

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE EXECUTION OF A STATE INFRASTRUCTURE BANK LOAN AGREEMENT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE TOWN OF ADDISON IN ALL MATTERS RELATING TO THE LOAN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the Town of Addison (“Town”) deems it proper and in the best interest of the Town to execute a loan agreement from the State Infrastructure Bank in an amount not to exceed \$44,600,000 to be used for the reconstruction of Keller Springs Road, Quorum Drive, and Montfort Drive; and

WHEREAS, the Town is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose; and

WHEREAS, on February 27, 2024, the City Council approved Resolution R24-017 authorizing the submission of a loan application to the State Infrastructure Bank.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in an amount of up to \$44,600,000, to be fully repaid over twenty years necessary for the reconstruction of Keller Springs Road, Quorum Drive, and Montfort Drive.

SECTION 2. The City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the Town’s intent to borrow such funds.

SECTION 3. The City Council further authorizes the City Manager to take or perform any actions required for implementation of this resolution to receive funding from the State Infrastructure Bank.

SECTION 4. This Resolution shall take effect immediately from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **8th** day of **OCTOBER**, 2024.

US



TOWN OF ADDISON, TEXAS

Signed by:

Bruce Arsten

2CF81DF986514EA...
Bruce Arsten, Mayor

ATTEST:

DocuSigned by:

Valencia Garcia

BCF0B6F86484442...
Valencia Garcia, City Secretary

EXHIBIT A

SIB #S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

**STATE INFRASTRUCTURE BANK
LOAN AGREEMENT**

This State Infrastructure Bank Loan Agreement (Agreement) is made by and between the Texas Transportation Commission (Commission) acting by and through the Texas Department of Transportation (Department), an agency of the State of Texas (State), and the Town of Addison (Borrower), a political subdivision of the State of Texas, located in Dallas County, Texas.

WITNESSETH

WHEREAS, the Secretary of Transportation of the United States Department of Transportation is authorized by the National Highway System Designation Act (Section 350 of Public Law 104-59) to enter into cooperative agreements with certain states, including Texas, to establish a state infrastructure bank for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation projects, and reduce state costs; and

WHEREAS, the Texas Legislature established the State Infrastructure Bank (SIB) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (Transportation Code, Chapter 222, Subchapter D); and

WHEREAS, the Texas Transportation Commission has adopted rules to implement the SIB program, including eligibility criteria for financial assistance (Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6); and

WHEREAS, the Borrower is developing projects in Dallas County, Texas involving roadway reconstruction, utility relocation, and other safety improvements necessary for three (3) non-tolled off-system projects on Keller Springs Road, Quorum Drive and Montfort Drive in Dallas County, Texas, identified as CSJ #'s 0918-47-534, 0918-47-535, and 0918-47-536 (Projects). The Borrower is providing the actual cost of construction necessary for the Projects; and

WHEREAS, the Borrower is a public entity in Texas and is authorized by law to construct, maintain, or finance the construction of the Projects and may borrow money from the SIB under Texas Transportation Code §222.0745 for that purpose; and

WHEREAS, in accordance with 43 TAC §6.23, the Borrower submitted an application to the Department seeking to borrow Forty-Four Million Six Hundred Thousand Dollars (\$44,600,000) from the SIB to pay for Borrower's actual cost of the Projects; and

EXHIBIT A

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WHEREAS, In accordance with 43 Texas Administrative Code (TAC) §6.32(c)(2): (1) the Projects are consistent with the Statewide Long-Range Transportation Plan; (2) the Projects are in a Clean Air Act non-attainment area and will be consistent with the Statewide Transportation Improvement Program, with the conforming plan and Transportation Improvement Program for the applicable metropolitan planning organization, and with the State Implementation Plan; (3) the Projects will improve the efficiency of the State's transportation systems; (4) the Projects will expand the availability of funding for transportation Projects or reduce direct State costs; and (5) the application shows that the Projects and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

WHEREAS, the Borrower passed Resolution No. 24-017 on February 27, 2024, authorizing the SIB loan application in the amount of up to Forty-Four Million Six Hundred Thousand (\$44,600,000). The above-referenced resolution is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

WHEREAS, the Texas Transportation Commission, in Minute Order No. 116759 dated August 22, 2024, attached hereto as **Exhibit B**, granted final approval of the application from the Borrower to borrow up to Forty-Four Million Six Hundred Thousand Dollars (\$44,600,000) from the SIB, and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the Borrower to finance the Borrower's actual cost of the Projects; and

WHEREAS, the Borrower also passed Resolution No. Enter resolution number. on Enter resolution date., authorizing the Borrower's City Manager to enter into this Agreement for a loan in the amount of Forty-Four Million Six Hundred Thousand Dollars (\$44,600,000), attached hereto as **Exhibit C**; and

WHEREAS, the Borrower has submitted a certificate warranting that the proposed security is eligible to be used to repay the loan and that the financial assistance will not violate any of the borrowing or bond commitments the borrower may have in place; and

WHEREAS, the Department has determined that the money in the SIB to be used to make the loan is "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6; and

WHEREAS, the Borrower will repay the loan with funds other than federal funds.

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NOW, THEREFORE, the Department and the Borrower agree as follows:

AGREEMENT

Article 1. Financial Assistance.

A. SIB Loan. The Department, on behalf of the Commission, will make a loan to the Borrower in the amount of Forty-Four Million Six Hundred Thousand Dollars (\$44,600,000) from the SIB (SIB Loan) to finance the Borrower's actual cost of the Projects.

B. SIB Loan Disbursement. On each Disbursement date as shown on **Exhibit D**, the Department will transfer the amounts shown in Exhibit D for a total of Forty-Four Million Six Hundred Thousand Dollars (\$44,600,000) from the SIB (SIB Loan Proceeds) to the Borrower for deposit with the Borrower's depository bank JP Morgan Chase Bank, N.A. into an investment fund approved by the Department (Project Account). The Borrower shall use the SIB Loan Proceeds for payment of the Borrower's actual cost of the Projects. The Borrower shall not use the SIB Loan Proceeds for any purpose other than that described in this Agreement.

The investment of any SIB Loan Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The SIB Loan Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The depository bank shall not commingle funds in the Project Account with any other funds held by the depository bank or the investment pool. If, during the course of this Agreement, the Borrower wishes to change its depository bank or investment fund, the Borrower shall obtain the Department's approval prior to the transfer of any remaining SIB Loan Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Agreement.

C. Security Provisions.

(1) Pledge of Tax Revenues.

The Borrower hereby covenants and agrees to secure and repay the SIB Loan and accrued interest hereon pursuant to the terms of this Agreement from the Borrower's ad valorem tax revenues, and that the Department has a contractual right to and pledge of such revenues to guarantee repayment. The Borrower hereby agrees that during each year while the SIB Loan is outstanding and unpaid, the Borrower shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the funds required to pay the interest on the SIB Loan as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the SIB Loan as such principal matures (but never less than 2% of the original principal amount of the SIB Loan as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Borrower, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property within the Borrower's jurisdiction for each year while any of the SIB Loan is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund (defined below). Said ad valorem

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taxes sufficient to provide for the payment of the interest on and principal of the SIB Loan, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law. The amount of taxes to be levied annually for the payment of principal of and interest on the SIB Loan shall be determined and accomplished in the following manner:

(a) The Borrower's annual budget, beginning the year in which this Agreement becomes effective, shall reflect (i) the amount of principal and interest on the SIB Loan to become due in the next succeeding Fiscal Year of the Borrower, and (ii) the amount of ad valorem tax revenues or other lawfully available funds estimated and budgeted to be available for the payment of the principal of and interest on the SIB Loan during the next succeeding Fiscal Year of the Borrower.

(b) The amount required to be provided each Fiscal Year throughout the duration of this Agreement shall be the amount, if any, by which the principal and interest to be paid on the SIB Loan in the next succeeding Fiscal Year of the Borrower exceeds the sum of (i) the amount of Pledged Revenues shown to be on deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Pledged Revenues or other lawfully available funds shown to be budgeted and available (subject to the requirements of any prior lien obligations) for payment of said debt service requirements.

(c) The Borrower shall budget an amount of ad valorem tax revenue sufficient to pay the annual payment of the SIB Loan. Following the final approval of the annual budget of the Borrower, the governing body of the Borrower shall levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the SIB Loan in the next succeeding Fiscal Year of the Borrower.

(2) Perfection of Security Interest

Chapter 1208, Texas Government Code, applies to the execution and delivery of the SIB Loan and the pledge of revenues granted by the Borrower herein, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the SIB Loan is outstanding and unpaid such that the pledge of revenues granted by the Borrower pursuant to the paragraph above is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Department the perfection of the security interest on the pledged revenues in Article I of this Agreement, the Borrower agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

D. Loan Repayment. The SIB Loan is to be repaid over a period of no more than twenty (20) years, with a final maturity date of February 15, 2044, in accordance with the

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amortization schedule attached to this Agreement as **Exhibit D**. Principal due on the SIB Loan shall be due annually beginning on February 15, 2025, and on each February 15 thereafter including the final principal payment date as shown on **Exhibit D** attached hereto (each a Principal Payment Date), and in the amounts (each a Principal Payment) as shown on **Exhibit D** attached hereto.

The SIB Loan shall bear interest from the initial Loan Draw date as shown on **Exhibit D** at the rate of 2.51% per annum (Loan Rate), such interest to be calculated on the basis of a 360-day year composed of twelve 30-day months (each an Interest Payment). Interest Payments will be due annually beginning on February 15, 2025, and on each February 15 and August 15 thereafter in the years as shown on **Exhibit D** attached hereto (each an Interest Payment Date). The Principal Payment Dates and the Interest Payment Dates are collectively referred to as (Payment Dates). If a Payment Date is not on a business day, the Interest Payment and/or Principal Payment due shall be made on the next following business day.

E. Draw of Funds from Project Account. SIB Loan funds in the Project Account shall only be drawn upon by the Borrower and used for Project costs as described in this Agreement. All draws from the Project Account for such costs related to the Projects shall be in accordance with a requisition prepared by or approved by the Borrower, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

F. Interest and Sinking Fund. The Borrower shall establish at its depository bank a SIB Loan Interest and Sinking Fund. Interest Payments due on the SIB Loan and each Principal Payment due on the SIB Loan shall be deposited into this Interest and Sinking Fund by the Borrower prior to each Payment Date. On or before each Payment Date, the Borrower shall cause its depository bank to transfer from the SIB Loan Interest and Sinking Fund to the Department, the applicable Interest Payment and/or Principal Payment as set forth in this Agreement.

G. Advances. The repayment of all or any portion of the SIB Loan shall not entitle the Borrower to any subsequent advances from the Department, nor shall the Department have any obligation to advance to or for the benefit of the Borrower any amount in excess of the SIB Loan. All costs incurred by the Borrower for its portion of the Projects in excess of the par amount of the SIB Loan shall be the responsibility of the Borrower.

H. Prepayment.

(1) Voluntary Prepayment. Principal due on the SIB Loan and interest accrued at the Loan Rate through and including the date of prepayment may be prepaid by the Borrower without penalty, in whole or in part, on any business day.

(2) Mandatory Prepayment. Should the Projects or this Agreement be terminated for any reason or should any amounts of disbursed SIB Loan Proceeds not be applied to pay Project costs, the Borrower shall return any misapplied SIB Loan Proceeds or unexpended portion of the SIB Loan Proceeds to the Department as a prepayment.

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(3) Application of Prepayments. Upon receipt of a prepayment from the Borrower of a portion (and not the whole) of the outstanding principal amount of the SIB Loan the Department shall apply such prepayment to the outstanding principal due on the SIB Loan;

(4) Upon either voluntary or mandatory prepayment, the remaining principal due on the SIB Loan will be re-amortized over the term of the SIB Loan and **Exhibit D** will be revised by the Department to reflect the remaining Principal Payments and the revised Interest Payments due; and

(5) Such revised **Exhibit D** shall be submitted to the Borrower to be attached to and become an integral part of this Agreement.

I. Late Payment. Payments not received by the applicable Payment Date will bear interest at the Loan Rate (with overdue interest as well as overdue principal bearing interest) until paid. Such additional interest shall be calculated by the Department on the basis of a 360-day year composed of twelve 30-day months. The parties may prepare a revised **Exhibit D** (amortization schedule) showing the increase in interest due resulting from late payment, default, or pursuant to other terms and conditions of this Agreement.

J. Payment with Federal Funds. The Borrower hereby covenants and agrees that federal funds will not be used to make payments due on the SIB Loan.

Article 2. Use of SIB Loan for Project Costs

The Borrower is developing the Projects. The Borrower is responsible to fund the actual costs of roadway reconstruction, utility relocation, and other safety improvements necessary for the construction of the Projects. The Borrower may use the SIB Loan only for the actual costs incurred by the Borrower for such roadway reconstruction, utility relocation, and other safety improvements necessary for the construction of the Projects.

Article 3. Project Responsibilities for Federally-Funded Projects

A. The SIB Loan Proceeds are "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6. However, if any federal funds will be used to pay for, or reimburse costs of, the Projects, with respect to work on the Projects, the Borrower and the Department are required to comply with the requirements of the United States Code, Title 23, for federal-aid highways. The Borrower and the Department must conduct all right-of-way or other land acquisitions, relocations, and utility adjustments in accordance with the United States Code, Title 42 – The Public Health and Welfare, Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (the Uniform Act) and the regulations issued thereunder.

B. The Borrower is responsible for funding its portion of the Projects costs in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The Department has certain rights and responsibilities related to the Projects, including ensuring that the completion of the Projects are performed in compliance with all applicable laws, regulations, and policies.

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C. All plans and specifications for the Projects shall be in compliance with the current editions of the design and construction manuals of the Department, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the "Standard Specifications"), as they may apply. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.

D. The actions and decisions regarding the Projects made by the Department shall not be contestable by the Borrower.

E. The Borrower shall provide the Department and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform the work for the Projects, inspect the work, or otherwise aid in the prompt pursuit of the work. The Borrower shall also provide the Department, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor's Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the Borrower which are pertinent to the Projects or its financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the Projects accounting described in this Agreement.

Article 4. Project Accounting; Filing of Reports; Retention of Records

A. The Borrower shall account for: (i) all costs associated with the Borrower's actual cost of the Projects, and (ii) disbursements made to the Department, if any, associated with the Projects using generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or state laws or regulations. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or State laws or regulations, and with all other applicable federal and state requirements. The Borrower will make its accounting records available at reasonable times to the Department for inspection during performance of the Borrower's work related to the Projects and upon its completion.

B. On each Principal Payment Date (until the next Principal Payment Date occurring after the year in which all SIB Loan Proceeds are expended), the Borrower shall provide to the Department (one copy to the Department's District Office and one copy to the Department's SIB Administration Office) an accounting of the SIB Loan Proceeds expended (Annual Expenditure Report). The Borrower shall also, at the Borrower's cost, have a full audit of its books and records performed annually by an independent certified public accountant selected by the Borrower and reasonably acceptable to the Department. The audit must be conducted in accordance with generally accepted auditing standards promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board, or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-profit Organizations, as applicable, and with all other applicable federal and state requirements. The Borrower shall cause the auditor to provide a full copy of the audit report and any other management letters or auditor's

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comments directly to the Department within a reasonable period of time after an audit report and any related documents have been provided to the Borrower's governing body.

C. The State Auditor may conduct an audit or investigation of the Borrower with respect to the funds received from the Department directly under this Agreement or of the payments received by third parties from the Borrower using the SIB Loan Proceeds. Acceptance of funds directly under this Agreement or indirectly through payments using SIB Loan Proceeds acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

D. The Borrower shall retain all original Projects files, records, accounts, and supporting documents relating to the relocation of Borrower utilities needed for the Projects until the later of the date that: (1) the Projects are completed; (2) the SIB Loan has been paid in full; or (3) the retention period required by State and federal law ends. The Borrower shall retain, or cause its auditor to retain, all work papers and reports relating to an audit performed pursuant to this Agreement until the fourth anniversary of the date of the audit report, unless the Department notifies the Borrower in writing of a later date for the end of the retention period. During the retention period, the Borrower shall make audit work papers available to the Department within 30 days of the date that the Department requests those papers.

E. All information submitted by the Borrower (annual financial/disclosure information and notices) to the Electronic Municipal Market Access ("EMMA") System of the Municipal Securities Rulemaking Board with respect to the Borrower's bonds and other similar obligations payable from the same revenues as the SIB Loan must be submitted to the Department, within 30 days of posting to EMMA. Such information may be submitted to the Department by hard copy or by notification to the Department of the Borrower's posting with EMMA, together with the applicable CUSIP number(s).

F. The Borrower shall submit to the Department within 30 days of the date of adoption the annual operating and capital budgets adopted by the Borrower each fiscal year under a trust agreement, indenture, bond resolution or ordinance, or equivalent document securing bonds or other obligations issued for the Projects, and any amended or supplemental operating or capital budget, approved by the Borrower and certified as correct by its chief administrative officer or chief financial officer.

Article 5. Default

A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.

B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate

EXHIBIT A

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official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.

Article 6. Borrower Solely Responsible

The Borrower agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the Borrower and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the Borrower or any agent, employee, official, or contractor of the Borrower. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

Article 7. Termination

This Agreement may be terminated upon the occurrence of any of the following conditions:

A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of this Agreement;

B. If the Department is unable to advance the SIB Loan Proceeds to the Borrower, the Department shall terminate this Agreement and provide written notice thereof to the Borrower;

C. If the Borrower is in default on a Principal Payment or Interest Payment required under this Agreement, the Department may declare this Agreement to be terminated, or may exercise any of the rights granted the Department in this Agreement; but the payment obligations of the Borrower shall survive any such termination and shall continue in effect until discharged and satisfied; and

D. Upon repayment in full by the Borrower of the SIB Loan, and compliance by the Borrower with all other requirements of this Agreement, the Department shall execute and deliver to the Borrower a letter or other notice of payment, provided that, upon the execution and delivery of the written notice of payment by the Department, this Agreement shall automatically terminate, except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

Article 8. Notices

All notices to either party by the other party required under this Agreement will be delivered personally, via e-mail or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

EXHIBIT A

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Texas Transportation Commission: Texas Department of Transportation Attn: Project Finance, Debt & Strategic Contracts Division SIB Administration 125 East 11 th Street Austin, TX 78701-2483 TexasSIB@txdot.gov	Borrower: Town of Addison Attn: Chief Financial Officer PO Box 9010 Addison, TX 75001 sglickman@addisontx.gov
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All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party may change the above address by sending written notice of the change to the other party in the manner stated in this Article.

Article 9. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In particular, but not by way of limitation, should all or any part of the pledge of security in this Agreement for any reason be held invalid, illegal or unenforceable in any respect, Borrower's obligations under this Agreement shall be treated as current expenses of the Borrower subject to the annual appropriation of lawfully available funds by the governing body of the Borrower for the payment of such obligations.

Article 10. Written Amendments

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties. Notwithstanding the foregoing, revisions to **Exhibit D** that occur as contemplated in this Agreement must be in writing, but are not required to be executed by either party.

Article 11. Successors and Assigns

Except as provided in the next following sentence, this Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties. Each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

Article 12. Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the Department and the Borrower.

EXHIBIT A

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Article 13. Interpretation

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

Article 14. Signatory Authority

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the Department and the Borrower, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

Article 15. Taxable Obligations

The SIB Loan is not a "state or local bond" within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended; therefore, the interest on the SIB Loan is not excludable from the gross income of the holders thereof for federal income tax purposes.

SIGNATURE PAGES FOLLOW

EXHIBIT A

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Each party is signing this Agreement on the date stated next to that party's signature.

TOWN OF ADDISON

DocuSigned by:
David Gaines 10/14/2024
By: _____ Date: _____
4564B34AC161412...
David Gaines
City Manager
Town of Addison

TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____ Date: _____
Benjamin H. Asher
Project Finance, Debt & Strategic Contracts Division Director
Texas Department of Transportation

EXECUTION PAGE: SIB #S2024-08-01-01

EXHIBIT A

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Town of Addison - (Dallas District)
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EXHIBIT A

BORROWER'S RESOLUTION(S) AUTHORIZING LOAN APPLICATION

Exhibit A

EXHIBIT A

DocuSign Envelope ID: 357BC56A-12CE-462D-AE12-0A4DF105D249

RESOLUTION NO. 24-017

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE STATE INFRASTRUCTURE BANK AND ACT ON BEHALF OF THE TOWN OF ADDISON IN ALL MATTERS RELATING TO THE APPLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the Town of Addison ("Town") deems it proper and in the best interest of the Town to apply for a loan from the State Infrastructure Bank in an amount not to exceed \$44,600,000 to be used for the reconstruction of Keller Springs Road, Quorum Drive, and Montfort Drive; and

WHEREAS, the Town is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. That the City Council believes it is in the best interest of the Town to apply for a loan from the State Infrastructure Bank in an amount not to exceed \$44,600,000 to finance the reconstruction of Keller Springs Road, Quorum Drive, and Montfort Drive.

SECTION 2. That the City Council hereby authorizes the City Manager to execute an application for financial assistance from the State Infrastructure Bank and to submit the application, together with all required documentation, to the Texas Department of Transportation for consideration.

SECTION 3. That the application to be submitted is attached hereto as Exhibit A and made a part hereof for all purposes.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 27th day of **FEBRUARY**, 2024.



ATTEST:
 DocuSigned by:
Valencia Garcia
 Valencia Garcia, Interim City Secretary

TOWN OF ADDISON, TEXAS
 DocuSigned by:
Bruce Arfsten
 Bruce Arfsten, Mayor

EXHIBIT A

Proposed pledge of source of repayment and priority claim to those sources (Indicate if requesting subordinate and reason):

List any other existing debt payable from the same revenue source (Please attach documentation.)

Current credit rating(s), if applicable:

Provide the applicant's legal authority to incur the proposed debt and the borrower's proposed pledge of source of repayment:

SECTION III - Project Information

Brief Description of the Project:

Total Cost of Entire Project (i.e. right of way, construction, utilities, etc.)

CSJ Number(s):

Is the project in the Statewide Transportation Improvement Program (STIP)?
If no, when will it be added or provide justification for not adding

Yes No

Is the project environmentally cleared?

Yes No Anticipated Clearance Date: _____

Functional Classification: _____

Is the requested financial assistance a local match? If yes, is it required or voluntary?

Yes: _____ No

Is the project joint bid?

Yes No

Describe need and anticipated public benefits of the project:

What type of construction contract will be used on the project (DB, DBB, etc.)?

Additional Information (Attach additional pages if needed):

EXHIBIT A

SECTION IV - Required Documentation

Does entity have home rule charter? If Yes, please submit a copy of the charter, or provide link if a charter is posted online.
 Yes No

List of all other outstanding financial agreements with TX DOT, for example toll equity, SIB loans, pass-through tolls, etc.
(Please attach documentation)

Please submit the following documents with your application, if applicable:

- Copy of Advanced Funding Agreement, Utility Relocation or other agreement with TxDOT, if applicable
- Bond rating letters from Moody's, Standard & Poor's, or Fitch, if any.
- Resolution from governing board authorizing the application.
- Financial feasibility study.
- 5 years of audited financial statements related to the source of repayment. (Can provide link if online)
- Copy of the most recent budget. (Can provide link if online)
- Preliminary design study which includes:
 - An initial route and potential alignments.
 - The project's logical termini and independent utility.
 - The location of all right-of-way, facilities and equipment required to make the project functional.
 - Revisions or changes to state highway system facilities necessitated by the project.
 - An Environmental Review of the project if available.
 - Legal or letter size map of the project.

All application information and materials can be submitted electronically to TexasSIB@tadot.gov or by mail to:
TxDOT Project Finance, Debt, and Strategic Contracts Division
State Infrastructure Bank (SIB)
125 East 11th St.
Austin, TX 78701-2482

Section V - Acknowledgment and Certification

I certify that:

I have the authority to request and incur the debt described in this application, and upon award, will enter into contract for repayment of any financial assistance granted by the Texas Department of Transportation's State Infrastructure Bank (SIB).

I have completed the preliminary requirements, and will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge, all information contained in this application is valid and accurate and the governing body of the undersigned jurisdiction has authorized the submission of this application.

Signature of authorized official _____	Date _____
Printed Name _____	Title, Jurisdiction _____

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled or request to be informed about the information that we collect about you. Under Sections 562.001 and 562.003 of the Government Code, you also are entitled to receive and review this information. Under Section 568.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

EXHIBIT A

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EXHIBIT B

TEXAS TRANSPORTATION COMMISSION MINUTE ORDER

Exhibit B

EXHIBIT A

TEXAS TRANSPORTATION COMMISSION

Various Counties

MINUTE ORDER

Page 1 of 3

Various Districts

The applicants listed in exhibit A have each submitted an application for financial assistance in the form of a loan from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). Each application satisfies all requirements of the rules, including passage of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. Each applicant intends to use the financial assistance to pay for eligible project costs to perform work on various projects in various counties in Texas, as detailed in exhibit A.

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the projects.

In accordance with the SIB Rules, the executive director has negotiated all the terms of an agreement with each applicant as necessary to protect the public's safety and to prudently provide for the protection of public funds while furthering the purposes of the SIB, as contained in exhibit A.

The SIB Rules provide for both preliminary and final approval by the Texas Transportation Commission (commission) of any SIB loan in the principal amount of more than \$10 million or in which the department does not have primary responsibility, unless the commission waives the preliminary approval requirement for that application. The commission has considered the complexity and size of the project, the type of infrastructure or asset involved, the type and complexity of the financial assistance requested, the financial status of the applicant, the financial feasibility of the project, and the need to expedite the financing of the project and has determined to waive the preliminary approval requirement for the town of Addison SIB loan application, as listed in exhibit A.

The SIB Rules also allow for final approval by the commission of any SIB loan in the principal amount of \$10 million or less without first going through the preliminary approval process described in the SIB Rules if the financial assistance is to be used for a project for which the department has primary responsibility.

The executive director or his designee implemented actions authorized and required by the SIB Rules for final approval. The executive director affirms that the necessary social, economic, and environmental impact studies required by the SIB Rules have been completed and approved by the department. The executive director recommends that the commission grant final approval of the applications listed in exhibit A for financial assistance from the SIB up to the amount listed for each project.

EXHIBIT A

TEXAS TRANSPORTATION COMMISSION

Various Counties

MINUTE ORDER

Page 2 of 3

Various Districts

In accordance with the SIB Rules, the commission finds that:

1. the projects listed in exhibit A are consistent with the Statewide Long-Range Transportation Plan and the metropolitan transportation plan developed by the applicable metropolitan planning organization;
2. the city of Valley View project listed in exhibit A is not in a Clean Air non-attainment area;
3. the town of Addison and city of Cleveland projects listed in exhibit A are in Clean Air Act non-attainment areas and are consistent with the Statewide Transportation Improvement Program, with the conforming plan and Transportation Improvement Program for the MPO in which the project is located, and with the State Implementation Plan;
4. the projects listed in exhibit A will improve the efficiency of the state's transportation systems;
5. the projects listed in exhibit A will expand the availability of funding for transportation projects or reduce direct state costs;
6. the applications submitted show that the applicants listed in exhibit A are likely to have sufficient revenues to assure repayment of the financial assistance;
7. providing financial assistance to each applicant listed in exhibit A will protect the public's safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB; and
8. the projects listed in exhibit A will provide for all reasonable and feasible measures to avoid, minimize, or mitigate for adverse environmental impacts.

IT IS THEREFORE DETERMINED AND ORDERED by the commission that each application listed in exhibit A submitted for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants final approval of the applications for SIB loans under the terms contained within exhibit A up to the amount listed for each project to pay for the eligible project costs necessary for the projects.

EXHIBIT A

TEXAS TRANSPORTATION COMMISSION

Various Counties

MINUTE ORDER

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Various Districts

IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to enter into financial assistance agreements for each of the attached SIB loan requests, which comply with the SIB Rules, and which contains the terms attached hereto as exhibit A.

Submitted and reviewed by:

Declassified by:


Director, Project Finance,
Debt & Strategic Contracts Division

Recommended by:

Declassified by:


Executive Director

116759 August 22, 2024

Minute Number	Date Passed
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EXHIBIT A

Exhibit A

State Infrastructure Bank Loan Terms

Applicant	Loan Amount (up to)	Pledged Collateral	Term to Maturity (up to)	Initial Repayment Deferral	Interest Rate	Project Description
Town of Addison (S2024-008-01)	\$44,600,000	Ad-Valorem Tax Revenues	20 years	N/A	2.51%	Roadway reconstruction, utility relocation, and other safety improvements necessary for three (3) non-tolled off-system projects to Keller Springs Road, Quorum Drive and Montfort Drive in Dallas County
City of Cleveland (S2024-014-01)	\$900,000	Utility Revenues	10 years	1 year	2.34%	Contribution to the Department for a utility relocation on SH 105 in Liberty County
City of Valley View (S2024-013-01)	\$725,167	Utility Revenues	10 years	4 years	3.04%	Utility relocation on I-35 in Cooke County

August 24

EXHIBIT A

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Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

EXHIBIT C

BORROWER'S RESOLUTION AUTHORIZING LOAN AGREEMENT

Exhibit C

EXHIBIT A

SIB # S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

EXHIBIT D

AMORTIZATION SCHEDULE

Exhibit D

EXHIBIT A

LOAN SCHEDULE REPORT EXHIBIT D - AMORTIZATION SCHEDULE

Loan Schedule for Addison S2024-008-01

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
1	10/15/2024	2.51%	\$0.00	\$15,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000,000.00
2	2/15/2025	2.51%	\$15,000,000.00	\$0.00	\$825,500.00	\$700,000.00	\$125,500.00	\$0.00	\$14,300,000.00
3	8/15/2025	2.51%	\$14,300,000.00	\$0.00	\$179,465.00	\$0.00	\$179,465.00	\$0.00	\$14,300,000.00
4	2/15/2026	2.51%	\$14,300,000.00	\$0.00	\$1,379,465.00	\$1,200,000.00	\$179,465.00	\$0.00	\$13,100,000.00
5	2/15/2026	2.51%	\$13,100,000.00	\$29,600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,700,000.00
6	8/15/2026	2.51%	\$42,700,000.00	\$0.00	\$535,885.00	\$0.00	\$535,885.00	\$0.00	\$42,700,000.00
7	2/15/2027	2.51%	\$42,700,000.00	\$0.00	\$2,435,885.00	\$1,900,000.00	\$535,885.00	\$0.00	\$40,800,000.00
8	8/15/2027	2.51%	\$40,800,000.00	\$0.00	\$512,040.00	\$0.00	\$512,040.00	\$0.00	\$40,800,000.00
9	2/15/2028	2.51%	\$40,800,000.00	\$0.00	\$2,462,040.00	\$1,950,000.00	\$512,040.00	\$0.00	\$38,850,000.00
10	8/15/2028	2.51%	\$38,850,000.00	\$0.00	\$487,567.50	\$0.00	\$487,567.50	\$0.00	\$38,850,000.00
11	2/15/2029	2.51%	\$38,850,000.00	\$0.00	\$2,487,567.50	\$2,000,000.00	\$487,567.50	\$0.00	\$36,850,000.00
12	8/15/2029	2.51%	\$36,850,000.00	\$0.00	\$462,467.50	\$0.00	\$462,467.50	\$0.00	\$36,850,000.00
13	2/15/2030	2.51%	\$36,850,000.00	\$0.00	\$2,512,467.50	\$2,050,000.00	\$462,467.50	\$0.00	\$34,800,000.00
14	8/15/2030	2.51%	\$34,800,000.00	\$0.00	\$436,740.00	\$0.00	\$436,740.00	\$0.00	\$34,800,000.00
15	2/15/2031	2.51%	\$34,800,000.00	\$0.00	\$2,536,740.00	\$2,100,000.00	\$436,740.00	\$0.00	\$32,700,000.00
16	8/15/2031	2.51%	\$32,700,000.00	\$0.00	\$410,385.00	\$0.00	\$410,385.00	\$0.00	\$32,700,000.00
17	2/15/2032	2.51%	\$32,700,000.00	\$0.00	\$2,565,385.00	\$2,155,000.00	\$410,385.00	\$0.00	\$30,545,000.00
18	8/15/2032	2.51%	\$30,545,000.00	\$0.00	\$383,339.75	\$0.00	\$383,339.75	\$0.00	\$30,545,000.00
19	2/15/2033	2.51%	\$30,545,000.00	\$0.00	\$2,593,339.75	\$2,210,000.00	\$383,339.75	\$0.00	\$28,335,000.00
20	8/15/2033	2.51%	\$28,335,000.00	\$0.00	\$355,604.25	\$0.00	\$355,604.25	\$0.00	\$28,335,000.00
21	2/15/2034	2.51%	\$28,335,000.00	\$0.00	\$2,620,604.25	\$2,265,000.00	\$355,604.25	\$0.00	\$26,070,000.00
22	8/15/2034	2.51%	\$26,070,000.00	\$0.00	\$327,178.50	\$0.00	\$327,178.50	\$0.00	\$26,070,000.00



EXHIBIT A

LOAN SCHEDULE REPORT									
Loan Schedule for Addison S2024-008-01									
Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
23	2/15/2035	2.51%	\$26,070,000.00	\$0.00	\$2,652,178.50	\$2,325,000.00	\$327,178.50	\$0.00	\$23,745,000.00
24	8/15/2035	2.51%	\$23,745,000.00	\$0.00	\$207,999.75	\$0.00	\$207,999.75	\$0.00	\$23,745,000.00
25	2/15/2036	2.51%	\$23,745,000.00	\$0.00	\$2,677,999.75	\$2,380,000.00	\$297,999.75	\$0.00	\$21,365,000.00
26	8/15/2036	2.51%	\$21,365,000.00	\$0.00	\$268,130.75	\$0.00	\$268,130.75	\$0.00	\$21,365,000.00
27	2/15/2037	2.51%	\$21,365,000.00	\$0.00	\$2,708,130.75	\$2,440,000.00	\$268,130.75	\$0.00	\$18,925,000.00
28	8/15/2037	2.51%	\$18,925,000.00	\$0.00	\$237,508.75	\$0.00	\$237,508.75	\$0.00	\$18,925,000.00
29	2/15/2038	2.51%	\$18,925,000.00	\$0.00	\$2,742,508.75	\$2,505,000.00	\$237,508.75	\$0.00	\$16,420,000.00
30	8/15/2038	2.51%	\$16,420,000.00	\$0.00	\$206,071.00	\$0.00	\$206,071.00	\$0.00	\$16,420,000.00
31	2/15/2039	2.51%	\$16,420,000.00	\$0.00	\$2,776,071.00	\$2,570,000.00	\$206,071.00	\$0.00	\$13,850,000.00
32	8/15/2039	2.51%	\$13,850,000.00	\$0.00	\$173,817.50	\$0.00	\$173,817.50	\$0.00	\$13,850,000.00
33	2/15/2040	2.51%	\$13,850,000.00	\$0.00	\$2,808,817.50	\$2,635,000.00	\$173,817.50	\$0.00	\$11,215,000.00
34	8/15/2040	2.51%	\$11,215,000.00	\$0.00	\$140,748.25	\$0.00	\$140,748.25	\$0.00	\$11,215,000.00
35	2/15/2041	2.51%	\$11,215,000.00	\$0.00	\$2,840,748.25	\$2,700,000.00	\$140,748.25	\$0.00	\$8,515,000.00
36	8/15/2041	2.51%	\$8,515,000.00	\$0.00	\$106,863.25	\$0.00	\$106,863.25	\$0.00	\$8,515,000.00
37	2/15/2042	2.51%	\$8,515,000.00	\$0.00	\$2,876,863.25	\$2,770,000.00	\$106,863.25	\$0.00	\$5,745,000.00
38	8/15/2042	2.51%	\$5,745,000.00	\$0.00	\$72,099.75	\$0.00	\$72,099.75	\$0.00	\$5,745,000.00
39	2/15/2043	2.51%	\$5,745,000.00	\$0.00	\$2,912,099.75	\$2,840,000.00	\$72,099.75	\$0.00	\$2,905,000.00
40	8/15/2043	2.51%	\$2,905,000.00	\$0.00	\$36,457.75	\$0.00	\$36,457.75	\$0.00	\$2,905,000.00
41	2/15/2044	2.51%	\$2,905,000.00	\$0.00	\$2,941,457.75	\$2,905,000.00	\$36,457.75	\$0.00	\$0.00



SIB # S2024-08-01
Town of Addison - (Dallas District)
CSJ #0918-47-534, 0918-47-535, 0918-47-536

EXHIBIT D
AMORTIZATION SCHEDULE

LOAN SCHEDULE REPORT

EXHIBIT D - AMORTIZATION SCHEDULE

Loan Schedule for Addison S2024-008-01

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
1	10/25/2024	2.51%	\$0.00	\$15,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000,000.00
2	2/15/2025	2.51%	\$15,000,000.00	\$0.00	\$815,041.67	\$700,000.00	\$115,041.67	\$0.00	\$14,300,000.00
3	8/15/2025	2.51%	\$14,300,000.00	\$0.00	\$179,465.00	\$0.00	\$179,465.00	\$0.00	\$14,300,000.00
4	2/15/2026	2.51%	\$14,300,000.00	\$0.00	\$1,379,465.00	\$1,200,000.00	\$179,465.00	\$0.00	\$13,100,000.00
5	2/15/2026	2.51%	\$13,100,000.00	\$29,600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,700,000.00
6	8/15/2026	2.51%	\$42,700,000.00	\$0.00	\$535,885.00	\$0.00	\$535,885.00	\$0.00	\$42,700,000.00
7	2/15/2027	2.51%	\$42,700,000.00	\$0.00	\$2,435,885.00	\$1,900,000.00	\$535,885.00	\$0.00	\$40,800,000.00
8	8/15/2027	2.51%	\$40,800,000.00	\$0.00	\$512,040.00	\$0.00	\$512,040.00	\$0.00	\$40,800,000.00
9	2/15/2028	2.51%	\$40,800,000.00	\$0.00	\$2,462,040.00	\$1,950,000.00	\$512,040.00	\$0.00	\$38,850,000.00
10	8/15/2028	2.51%	\$38,850,000.00	\$0.00	\$487,567.50	\$0.00	\$487,567.50	\$0.00	\$38,850,000.00
11	2/15/2029	2.51%	\$38,850,000.00	\$0.00	\$2,487,567.50	\$2,000,000.00	\$487,567.50	\$0.00	\$36,850,000.00
12	8/15/2029	2.51%	\$36,850,000.00	\$0.00	\$462,467.50	\$0.00	\$462,467.50	\$0.00	\$36,850,000.00
13	2/15/2030	2.51%	\$36,850,000.00	\$0.00	\$2,512,467.50	\$2,050,000.00	\$462,467.50	\$0.00	\$34,800,000.00
14	8/15/2030	2.51%	\$34,800,000.00	\$0.00	\$436,740.00	\$0.00	\$436,740.00	\$0.00	\$34,800,000.00
15	2/15/2031	2.51%	\$34,800,000.00	\$0.00	\$2,536,740.00	\$2,100,000.00	\$436,740.00	\$0.00	\$32,700,000.00
16	8/15/2031	2.51%	\$32,700,000.00	\$0.00	\$410,385.00	\$0.00	\$410,385.00	\$0.00	\$32,700,000.00
17	2/15/2032	2.51%	\$32,700,000.00	\$0.00	\$2,565,385.00	\$2,155,000.00	\$410,385.00	\$0.00	\$30,545,000.00
18	8/15/2032	2.51%	\$30,545,000.00	\$0.00	\$383,339.75	\$0.00	\$383,339.75	\$0.00	\$30,545,000.00
19	2/15/2033	2.51%	\$30,545,000.00	\$0.00	\$2,593,339.75	\$2,210,000.00	\$383,339.75	\$0.00	\$28,335,000.00
20	8/15/2033	2.51%	\$28,335,000.00	\$0.00	\$355,604.25	\$0.00	\$355,604.25	\$0.00	\$28,335,000.00
21	2/15/2034	2.51%	\$28,335,000.00	\$0.00	\$2,620,604.25	\$2,265,000.00	\$355,604.25	\$0.00	\$26,070,000.00
22	8/15/2034	2.51%	\$26,070,000.00	\$0.00	\$327,178.50	\$0.00	\$327,178.50	\$0.00	\$26,070,000.00



LOAN SCHEDULE REPORT

Loan Schedule for Addison S2024-008-01

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
23	2/15/2035	2.51%	\$26,070,000.00	\$0.00	\$2,652,178.50	\$2,325,000.00	\$327,178.50	\$0.00	\$23,745,000.00
24	8/15/2035	2.51%	\$23,745,000.00	\$0.00	\$297,999.75	\$0.00	\$297,999.75	\$0.00	\$23,745,000.00
25	2/15/2036	2.51%	\$23,745,000.00	\$0.00	\$2,677,999.75	\$2,380,000.00	\$297,999.75	\$0.00	\$21,365,000.00
26	8/15/2036	2.51%	\$21,365,000.00	\$0.00	\$268,130.75	\$0.00	\$268,130.75	\$0.00	\$21,365,000.00
27	2/15/2037	2.51%	\$21,365,000.00	\$0.00	\$2,708,130.75	\$2,440,000.00	\$268,130.75	\$0.00	\$18,925,000.00
28	8/15/2037	2.51%	\$18,925,000.00	\$0.00	\$237,508.75	\$0.00	\$237,508.75	\$0.00	\$18,925,000.00
29	2/15/2038	2.51%	\$18,925,000.00	\$0.00	\$2,742,508.75	\$2,505,000.00	\$237,508.75	\$0.00	\$16,420,000.00
30	8/15/2038	2.51%	\$16,420,000.00	\$0.00	\$206,071.00	\$0.00	\$206,071.00	\$0.00	\$16,420,000.00
31	2/15/2039	2.51%	\$16,420,000.00	\$0.00	\$2,776,071.00	\$2,570,000.00	\$206,071.00	\$0.00	\$13,850,000.00
32	8/15/2039	2.51%	\$13,850,000.00	\$0.00	\$173,817.50	\$0.00	\$173,817.50	\$0.00	\$13,850,000.00
33	2/15/2040	2.51%	\$13,850,000.00	\$0.00	\$2,808,817.50	\$2,635,000.00	\$173,817.50	\$0.00	\$11,215,000.00
34	8/15/2040	2.51%	\$11,215,000.00	\$0.00	\$140,748.25	\$0.00	\$140,748.25	\$0.00	\$11,215,000.00
35	2/15/2041	2.51%	\$11,215,000.00	\$0.00	\$2,840,748.25	\$2,700,000.00	\$140,748.25	\$0.00	\$8,515,000.00
36	8/15/2041	2.51%	\$8,515,000.00	\$0.00	\$106,863.25	\$0.00	\$106,863.25	\$0.00	\$8,515,000.00
37	2/15/2042	2.51%	\$8,515,000.00	\$0.00	\$2,876,863.25	\$2,770,000.00	\$106,863.25	\$0.00	\$5,745,000.00
38	8/15/2042	2.51%	\$5,745,000.00	\$0.00	\$72,099.75	\$0.00	\$72,099.75	\$0.00	\$5,745,000.00
39	2/15/2043	2.51%	\$5,745,000.00	\$0.00	\$2,912,099.75	\$2,840,000.00	\$72,099.75	\$0.00	\$2,905,000.00
40	8/15/2043	2.51%	\$2,905,000.00	\$0.00	\$36,457.75	\$0.00	\$36,457.75	\$0.00	\$2,905,000.00
41	2/15/2044	2.51%	\$2,905,000.00	\$0.00	\$2,941,457.75	\$2,905,000.00	\$36,457.75	\$0.00	\$0.00

