



501 East Craven • P.O. Drawer 154549 • Waco, Texas 76715-4549 • Telephone (254) 799-2458

**CITY OF LACY LAKEVIEW
CITY COUNCIL MEETING
501 E. CRAVEN AVE., LACY LAKEVIEW, TX. 76705
TUESDAY, MARCH 24, 2026
6:00 P.M.**

NOTICE IS HEREBY GIVEN THAT THE CITY OF LACY LAKEVIEW CITY COUNCIL WILL CONVENE A PUBLIC MEETING AT 6:00 P.M. ON MARCH 24, 2026, TO CONSIDER AND ACT ON THE ITEMS ON THE FOLLOWING AGENDA.

Convene to Work Session

1. Call to Order.
2. Roll Call.
3. Pledge of Allegiance to the United States of America.
4. Presentation of a Preliminary Development Agreement (PDA) with Energy Systems Group to authorize a rate study, development services, and grant funding evaluation for sewer mining project.

Recess Work Session to Convene Regular Session

Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sec. 551.071, Sec. 551.072, 551.073, 551.074, 551.076, 551.087, and Section 418.183(f) of the Texas Government Code (Texas Disaster Act). The Lacy Lakeview City Council reserves the right to go into Executive Session under any of these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.

5. Approval of the Minutes from the City Council Meeting held on March 10, 2026.
6. Discussion and consideration of action to approve an agreement for Continuing Disclosure Services with Hilltop Securities, Inc.
7. Discussion and consideration of action to approve updating the Investment Committee's recommendations for investing City of Lacy Lakeview Hotel Occupancy Tax Funds in accordance with the City's Investment Policy.

8. Public Comment

This time is for individuals to address the City Council on issues and items of concern on or not on the agenda. There will be no City Council action at this time. Limit of 3 minutes per person. The City Council reserves the right to move, when appropriate and upon the agreement of the individual, an individual's request to speak on a specific agenda item so they may speak at that time.

9. Mayor's Report

Briefings or updates may be provided regarding City Council and/or community events.

10. Council Member's Input

Briefings or updates may be provided regarding City Council and/or community events.

11. Adjournment.

Certification

I certify that the above notice of this meeting was posted on the Bulletin Board at the Lacy Lakeview Municipal Building located at 501 E. Craven, Lacy Lakeview, Texas, and on the City of Lacy Lakeview's official website: www.lacylakeview.org on **March 18, 2026.**

Notice

People with disabilities who plan to attend this meeting and who need auxiliary aids or services should contact Laurie Kaczmarek, City Secretary, at (254) 799-2458 at least twenty-four (24) hours before this meeting so that appropriate arrangements can be made.

ATTEST:

Laurie Kaczmarek
City Secretary

COUNCIL AGENDA ITEM #4

Council Meeting:
March 24, 2026

Originating Dept: Administration

Agenda Item:

Presentation of a Preliminary Development Agreement (PDA) with Energy Systems Group to authorize a rate study, development services, and grant funding evaluation for sewer mining project.

Action:

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Work Session | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Motion/Order |
| <input checked="" type="checkbox"/> Special Presentation | <input type="checkbox"/> Other |



A Strategic Infrastructure Framework for Lacy Lakeview's Growth

3/24/2026



©2024 Energy Systems Group

DAVID DEACONSON
CITY ATTORNEY

CHARLES WILSON
MAYOR

JONATHAN G
MAYOR

Purpose for Tonight's Discussion

Protecting Community Resources

Background:

Lacy Lakeview has entered into an MOU with Infracore Capital to develop a data center.

ESG is being introduced to explore sustainable public infrastructure to support Data Center and Lacy Lakeview Growth.

ESG's Objectives for Potential Project:

- Utilize sewer mining to reuse treated wastewater that would otherwise be discharged, for data center water and cooling instead of potable water
- Not divert drinking water or wastewater capacity from residents
- Deliver revenue to City for investment into the community
- Develop plant to expand with community growth



About ESG & reUse

About Energy Systems Group



+30 YEARS
in business

+910 successful
infrastructure projects

+400 employees
nationwide

\$4.5 BILLION+ IN
INFRASTRUCTURE
IMPROVEMENTS

Our Accreditations



We deliver public
infrastructure projects
that make money or
save money

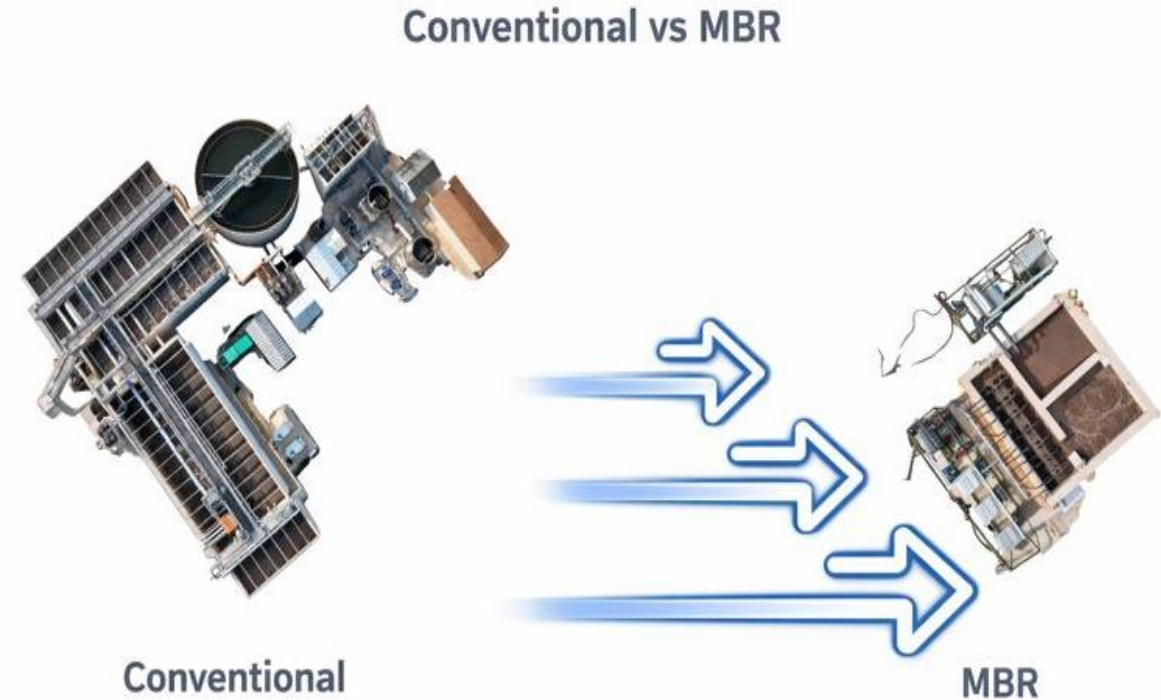
About reUse

Who is reUse?

reUse is a specialized wastewater treatment company that **designs advanced water reuse infrastructure** for municipalities, developers, and industrial facilities. The company focuses on transforming wastewater into high-quality reclaimed water using advanced **Membrane Bioreactor (MBR) technology**, producing effluent suitable for irrigation, cooling, and other reuse applications.

- Design/Engineering
- Permitting
- Advanced MBR Technology
- Modular Scalable Systems
- High-Quality Reclaimed Water

Help communities **reduce wastewater discharge, increase water resilience**, and turn wastewater into a valuable resource for **economic development and sustainability**.





Solutions



What is Sewer Mining?

Turning Wastewater into a Resource

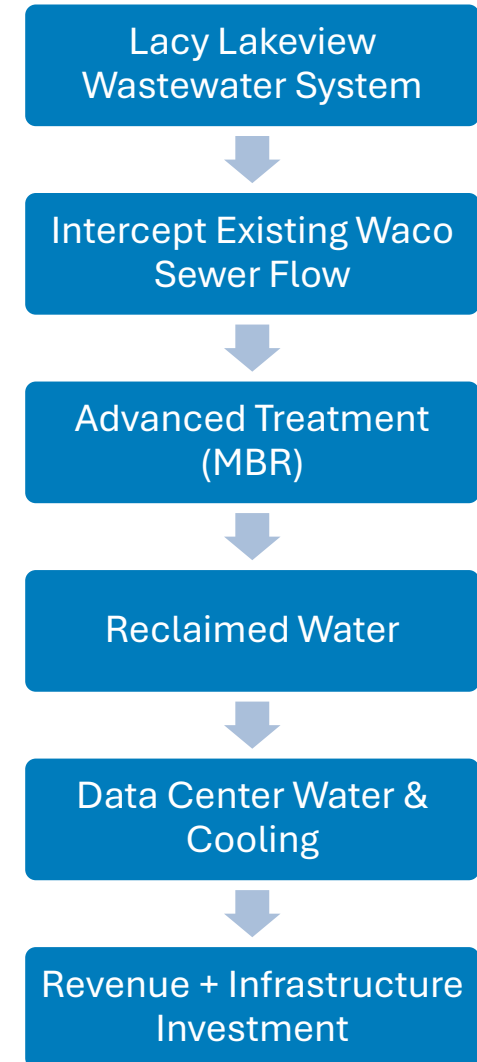
Sewer mining captures wastewater from an existing sewer line and treats it locally for reuse.

Why This Matters:

- Uses existing wastewater flows already leaving the community
- No impact to drinking water supply
- Avoids new discharge permits
- Creates reclaimed water for industry

Result:

Project recycles wastewater instead of using fresh water or new resources.



What Makes reUse Different?

Technology Advantage

reUse Advanced Membrane Bioreactor (MBR) Technology treats wastewater to meet or exceed drinking water standards, producing **Type 1 Reclaimed Water**.

reUse MBR plants are engineered for **maximum operational efficiency**, resulting in **lower operating costs** and **strong long-term returns**.

Benefits:

- ✓ **Superior, Consistent Effluent Quality:** Type I reclaimed water.
- ✓ **Cost-effective** – 15–50% savings compared to conventional treatment plants.
- ✓ **Compact** – Requires approximately 25% of the land area vs conventional systems.
- ✓ **Scalable** – Systems ranging from 20,000 GPD to 8+ MGD
- ✓ **Operationally efficient** – Lower overall operating costs driven by reduced energy use, simplified operations, and lower labor requirements
- ✓ **Low residuals** – Significantly lower sludge generation

The result: a smaller, more efficient facility that **reduces upfront capital costs** while remaining flexible for future expansion.





Funding Opportunities

Dodd-Frank Municipal Advisor Rule Statement: ESG is an engineering and energy services firm that designs and delivers energy-related and other infrastructure solutions. ESG is not a financial advisor or municipal advisor as contemplated under the U.S. securities laws, and is not providing recommendations regarding any municipal financial product or the issuance of municipal securities under section 15B of the Securities Exchange Act, or otherwise.

Billions in Funding Available for Water & Wastewater Projects

- **20+ Funding Programs Available** | Multi-Billion Dollar Funding Capacity
- Cities can access **TWDB + EDA + EPA (IIJA) + USDA** programs to fund projects like: **water line replacement, WWTP upgrades, I&I reduction, resiliency (generators/BESS), flood mitigation, AMI**, and more.
- **State of Texas (TWDB) – Texas Water Fund**
 - **\$1.0B per year** for 20 years dedicated to water supply projects
 - → 50% new water supplies / 50% aging infrastructure
 - **\$1.038B** supplemental appropriation (HB500) supporting TWDB water infrastructure & supply projects
 - **\$581M** allocated for local projects
- **Federal (EDA) – Infrastructure & Resiliency**
 - **\$1.45B** total funding available (Disaster Supplemental Grant)
 - **\$2M–\$20M** construction grants available
- **Federal (EPA / IIJA) – Drinking Water Infrastructure**
 - **\$15.0B** (FY2022–2026) for Lead Service Line Replacement
 - **\$11.7B** supplemental + base DWSRF for broader drinking water infrastructure
- **Federal (USDA) – Rural Communities**
 - Low-interest loans with up to **40-year repayment + grant/loan combinations** to keep rates affordable

Grant Expertise

ESG & our partners have helped hundreds of entities win state and federal funding for needed projects.



20+

YEARS GRANT
EXPERIENCE

80%

AVERAGE
GRANT
SUCCESS
RATE

**\$600
MILLION**

FUNDING WON
SINCE 2021 FOR
INFRASTRUCTURE

ESG Can Provide :

- Grant writing
- Application project management
- Grant curing assistance
- Post award reporting

PDA – Low Risk Evaluation

What is a PDA?

A **Project Development Agreement (PDA)** is a low-risk, structured engagement that allows ESG to evaluate potential project in detail.

Under the PDA ESG will:

- Develop Preliminary Plans, Layouts, and Infrastructure Needs to Integrate Wastewater Facility
- Understand and Identify Permits and Path to Environmental Compliance
- Identify Funding Opportunities and Grants
- Develop Indicative Pricing and Potential Financing Options
- Produce Preliminary Business Case With Estimated Revenue Resources

Important:

- If the City chooses not to proceed a break fee covers development costs

Bottom Line:

The PDA allows the City to explore the opportunity with minimal risk.

Project Road Map



Project Development

Develop the Right Solution

- Permits and Environmental Coordination
- Deliver Preliminary Site plans and Layouts
- Identify Grants & Funding Pathways
- Preliminary Business Case

1

Pre-Construction Services

Deliver Project Pathway

- Identify Long-Lead Time Equipment
- Define Revenue Sources, Grants, and Proforma for Clear Path to Implementation
- Deliver Guaranteed Max Price

2

Implementation

Finalize & Implementation

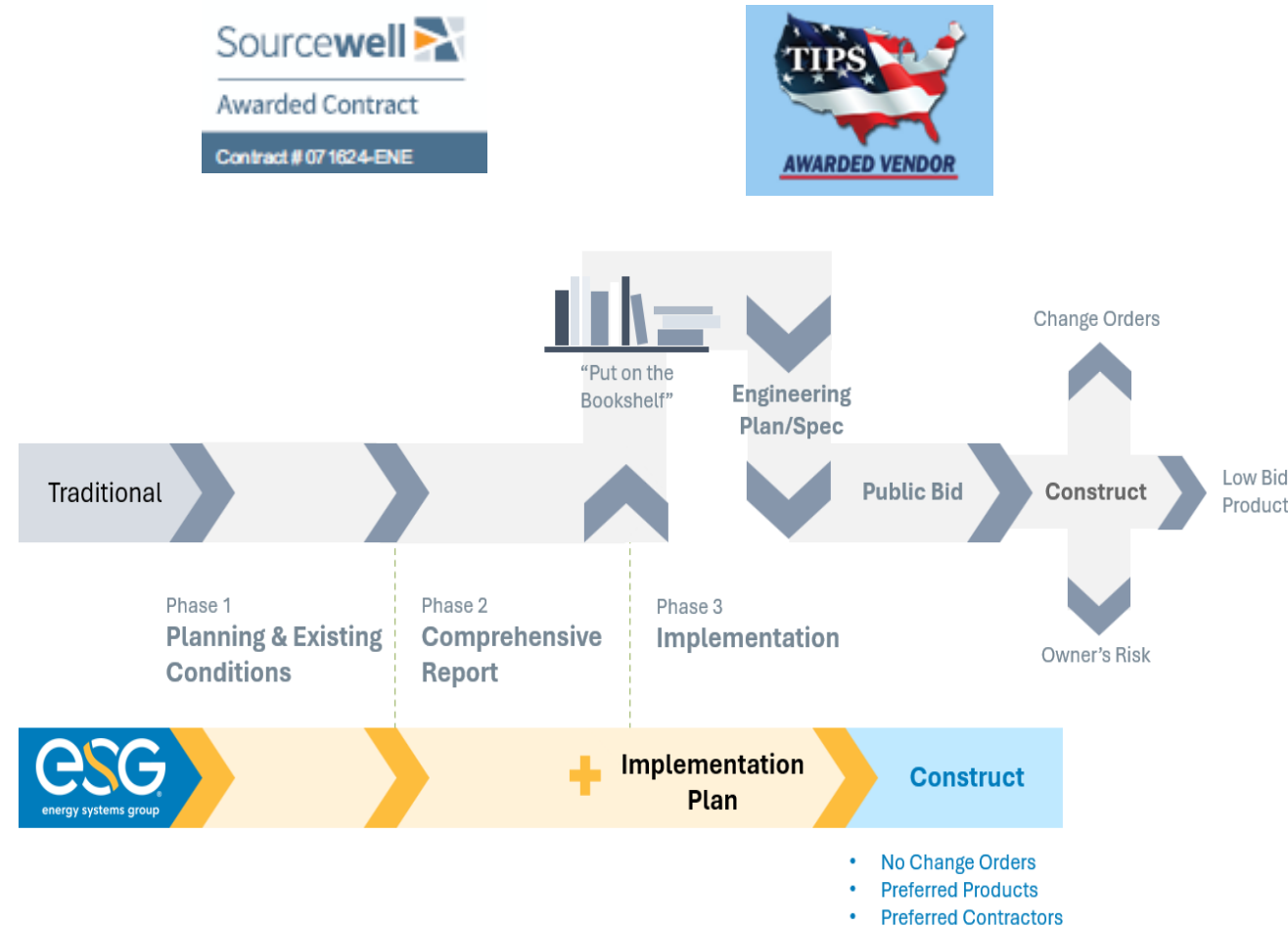
- Finalize Design
- Finalize Contract and T&C's
- Finalize Funding of Project
- Transition to Implementation & Construction

3

Streamlined Project Delivery

ESG has been awarded contracts from **Sourcewell** & The Interlocal Purchasing System (**TIPS**) providing streamlined delivery.

- Cooperative contracts that are **already competitively solicited**
- **Open-Book Pricing** for transparency
- **GSA-Validated** Labor Rates & Market Based Pricing for Materials
- Reduces **procurement burden**
- Ensures competitive, **best-value pricing**
- Enables **faster delivery** of infrastructure improvements
- **Trusted Vetting Process**: ESG was 1 of 9 firms selected from in the entire country for Sourcewell



Saves 6-12 Months Off of Project Timeline

Tonight's Decision

The City Council is considering authorization to:

- Enter into a **Project Development Agreement (PDA)**
- Allow ESG to **evaluate the opportunity in detail**
- Return to Council with **project pathway options and recommendations**

At the end of the PDA the City will have:

- Site Layout Concepts and Plans
- Pathway for Permit and Environmental Compliance
- Preliminary Business Case
- Preliminary Timeline
- Project Direction Recommendation and Preferred Alternative
- Clear Understanding of How Project Impacts the Community

Council will then decide how project moves forward

COUNCIL AGENDA ITEM #5

Council Meeting:
March 24, 2026

Originating Dept: Administration

Agenda Item:

Approval of the Minutes from the City Council Meeting held on March 10, 2026.

Action:

- | | |
|---|--|
| <input type="checkbox"/> Work Session | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> Motion/Order |
| <input type="checkbox"/> Special Presentation | <input type="checkbox"/> Other |

MINUTES OF A REGULAR SESSION AND WORK SESSION COUNCIL MEETING, TUESDAY, MARCH 10, 2026 AT 6:00 P.M. IN THE LACY LAKEVIEW COUNCIL CHAMBERS LOCATED AT LACY LAKEVIEW CITY HALL, 501 E. CRAVEN, LACY LAKEVIEW, TEXAS.

Work Session:

1. The meeting of the Lacy Lakeview City Council was called to order by Mayor Wilson at 6:00 p.m.
2. Roll Call.

Attendee Name	Present	Absent	Late	Arrived
Charles Wilson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cody Daniel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Richard Lednicky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jonathan Olvera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ronnie Hurst	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Natalie Lucero	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Brenda Jameson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Staff Present: Calvin Hodde, City Manager; Laurie Kaczmarek, City Secretary; Tom Whitten, Police Chief; Adrian Huff, Fire Chief; Christine McMains, Court Administrator; Amber Fuller, Finance Director; Tomas Cardoza, Building Official; Jim Wallingsford, Public Works Director and David Deaconson, City Attorney.

3. Staff Reports: Q & A

Updates and responses to council member questions may be provided, if requested regarding the submitted reports, regarding city services, administrative/personnel matters, real estate/development, infrastructure, events, regulations, community, and intergovernmental relations issues.

City Manager Hodde talked about the upcoming Clean Up Days on Saturday and Sunday, March 14, and 15, 2026. He also discussed an Open House with the City of Lacy Lakeview on April 21, 2026.

4. Recognition: We are pleased to announce that Amber Fuller, our Finance Director, has received her Certified Government Financial Officer certification. Please join us in celebrating this achievement and thanking her for her outstanding service to the City of Lacy Lakeview.

Amber Fuller stood up and was recognized.

Recess Work Session to Convene Regular Session

Recess Work Session and convene Regular Session at 6:06 p.m.

5. **Approval of the Minutes from the City Council Meeting held on February 10, 2026.**

Council Member Daniel moved to approve the minutes of the City Council Meeting held on February 10, 2026. **Mayor Pro-Tem Olvera** seconded. All council members present voted in favor; motion carried.

6. **Discussion and consideration of action to approve a new lighted marquee sign that will be in between the Police Department and City Hall for use to highlight City Events, Tourism and local hotels.**

Mayor Pro-Tem Olvera moved to approve Option #2 for a new lighted marquee sign that will be in between the Police Department and City Hall for use to highlight City Events, Tourism and local hotels. **Council Member Daniel** seconded. All council members present voted in favor; motion carried.

7. **Discussion and consideration of action to approve a Preliminary Development Agreement (PDA) with Energy Systems Group to authorize a rate study, development services, and grant funding evaluation for sewer mining project.**

This item was tabled by **Mayor Pro-Tem Olvera** and seconded by **Council Member Jameson**. All council members present voted in favor; motion carried.

8. **Discussion and consideration of action to approve the Memorandum of Understanding where Texas State Technical College is currently updating its existing MOU with local law enforcement agencies to help reaffirm established coordination and response to protocols between TSTC and Lacy Lakeview PD.**

Mayor Pro-Tem Olvera moved to approve the Memorandum of Understanding where Texas State Technical College is currently updating its existing MOU with local law enforcement agencies to help reaffirm established coordination and response to protocols between TSTC and Lacy Lakeview PD. **Council Member Hurst** seconded. All council members present voted in favor; motion carried.

Council Member Hurst requested an explanation. Chief Whitten explained.

9. **Discussion and consideration of action to authorize the City Manager to enter into an Interlocal Agreement with the City of Waco for Household Hazardous Waste Day held tentatively on May 16, 2026.**

Council Member Hurst moved to authorize the City Manager to enter into an Interlocal Agreement with the City of Waco for Household Hazardous Waste Day held tentatively on May 16, 2026. **Council Member Jameson** seconded. All council members present voted in favor; motion carried.

10. **Discussion and consideration of action to retain Scott Calley and Charlie Finley at a total rate not to exceed \$125 per hour or \$550 a day for future easement and right-of-way acquisition. The retainer agreement will be on an as needed basis only.**

Council Member Jameson moved to retain Scott Calley and Charlie Finley at a total rate not to exceed \$125 per hour or \$550 a day for future easement and right-of-way acquisition. The retainer agreement will be on an as needed basis only. **Council Member Hurst** seconded. All council members present voted in favor; motion carried.

11. **Public Comment.**

Paul Luedke; 502 N Oak Street – misc. topic
Tory Dobecka; 3100 N Katy Rd in Ross – Data Center
Don Robinson; 1010 E Crest Dr #3 - Roads
Gail Tyus; 302 Ave I – congratulated the City and spoke about a Senior Day
Mark Dawson; 1945 Ft. Graham Rd – Data Center
Bruce W Allen; 8924 G Ladedale, Waco – Data Center
Amy Gage; 232 E Frost – Boil notices and fire hydrant
Sara Mynarcik; 426 Moravec Lane – Data Center & Water, BRA

12. **Mayor's Report.**

Spoke about Lake Whitney and the BRA.

13. **Council Member's Input.**

Council Member Olvera spoke in response to the Public Comments made. Citizens have to sign up for the OnSolve system notices.

14. **Discussion and consideration of action to cancel the second regularly scheduled Council meeting for March 2026.**

Mayor Wilson moved to deny the action to cancel the second regularly scheduled Council meeting for March 2026. **Mayor Pro-Tem Olvera** seconded. All council members present voted in favor; motion carried.

Recess Regular Session to Convene Executive Session at 6:46 pm
Recess Executive Session to Convene Regular Session at 7:01 pm

15. **Discussion and consideration of motion, if any, regarding matters discussed in Executive Session.**

Council Member Jameson moved to increase the City Manager's salary by 3% with an effective date of March 1, 2026. **Council Member Hurst** seconded. All council members present voted in favor; motion carried.

The meeting was adjourned at 7:04 p.m.

Mayor, Charles Wilson

ATTEST:

Laurie Kaczmarek, City Secretary

COUNCIL AGENDA ITEM #6

Council Meeting:
March 24, 2026

Originating Dept: Administration

Agenda Item:

Discussion and consideration of action to approve an agreement for Continuing Disclosure Services with Hilltop Securities, Inc.

Action:

- | | |
|---|--|
| <input type="checkbox"/> Work Session | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> Motion/Order |
| <input type="checkbox"/> Special Presentation | <input type="checkbox"/> Other |

**AGREEMENT
FOR
CONTINUING DISCLOSURE SERVICES
BY AND BETWEEN**

**OF LACY LAKEVIEW, TEXAS
(HEREINAFTER REFERRED TO AS THE “ISSUER”)**

**AND
HTS CONTINUING DISCLOSURE SERVICES,
A DIVISION OF HILLTOP SECURITIES INC.**

In connection with the sale and delivery of certain bonds, notes, certificates, or other municipal obligations (the “Bonds”), the Issuer has made certain undertakings to disclose to the investing public, on a periodic and continuing basis, certain information, as more fully set forth in such undertakings and as contemplated by the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the “Rule”).

The Issuer has agreed to engage HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc. (“Continuing Disclosure Services”), to assist it with these continuing disclosure obligations, for the consideration and on the terms and conditions set forth herein, including the preparation and submission of annual reports (the “Annual Reports”) and the reporting of certain specified events (the “Events”), which are set forth in the Issuer’s undertakings, the Rule and in Subsection 2c. below.

This agreement (the “Agreement”) between the Issuer and the Continuing Disclosure Services shall become effective as of the date of its acceptance as provided for below.

The parties agree as follows:

1. This Agreement shall apply to all issues of Bonds delivered subsequent to the effective date of the continuing disclosure requirements as specified in the Rule, to the extent that any particular issue does not qualify for exceptions to the continuing disclosure requirements of the Rule.
2. Continuing Disclosure Services agrees to perform the following in connection with providing services relating to the Issuer’s continuing disclosure obligations:
 - a. assist the Issuer in compiling data determined or selected by the Issuer to be disclosed;
 - b. assist the Issuer in identifying other information to be considered by Issuer for continuing disclosure reporting purposes;
 - c. assist the Issuer in preparing the presentation of such information, to include Annual Reports containing financial information and operating data of the type provided in the final official statement of applicable issues, and Material Event Notices concerning the occurrence of the specified Events and other items listed below:
 - 1) Principal and interest payment delinquencies
 - 2) Non-payment related defaults
 - 3) Unscheduled draws on debt service reserves reflecting financial difficulties
 - 4) Unscheduled draws on credit enhancements reflecting financial difficulties
 - 5) Substitution of credit or liquidity providers, or their failure to perform

- 6) Adverse tax opinions or events affecting the tax-exempt status of the security
- 7) Modifications to rights of security holders
- 8) Bond calls and tender offers
- 9) Defeasances
- 10) Release, substitution, or sale of property securing repayment of the securities
- 11) Rating changes
- 12) Bankruptcy, insolvency, receivership or similar proceeding
- 13) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination
- 14) Appointment of a successor or additional trustee or the change of the name of a trustee
- 15) Incurrence of a financial obligation of the obligated person, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation, any of which affect security holders
- 16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties
- 17) Noncompliance with the Rule

d. assist the Issuer in distributing or filing, in the Issuer's name, the above mentioned Annual Reports, notices and audited annual financial statements to the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA"), appropriate State Information Depository ("SID"), rating agencies, and other entities, as required by the Issuer's continuing disclosure obligations.

e. provide to the Issuer confirmation of distribution or dissemination of reports and notices.

3. Issuer acknowledges and agrees to the following:

a. Continuing Disclosure Services will be compensated for the performance of services with respect to assisting the Issuer with preparation and submission of continuing disclosure reports in accordance with the schedule as set forth below:

1. \$2,000 per year for assistance in preparation and distribution of each annual report and assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing reports with EMMA, and Material Event Notice Filings, or
2. \$750 per year for assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing with EMMA, and Material Event Notice Filings, or
3. \$500 minimum fee for assistance in preparation and distribution of each notice Material Event Notice Filing concerning occurrence of an Event or noncompliance with the Rule; in addition, a fee of \$125 per hour for all time in excess of five (5) hours spent in assisting with preparation and distribution of each Material Event Notice concerning occurrence of an Event or noncompliance with the Rule.

b. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, all information regarding the issuance of the Bonds,

including the final official statement and the Issuer's commitment or undertaking regarding continuing disclosure as contained in the resolution authorizing issuance of the Bonds or separate contract or agreement; annual financial information and operating data of the type provided in the final official statement; information concerning the occurrence of an Event or noncompliance with the Rule; and any other information necessary to prepare continuing disclosure reports.

- c. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, annual written confirmation of all outstanding Bond issues for which the Issuer has a continuing disclosure obligation.
 - d. Issuer will provide to Continuing Disclosure Services all information required for preparation of each Annual Report, including financial information and operating data of the type provided in the final official statement and other information deemed necessary by Issuer, no later than 45 days prior to the date on which each Annual Report is due.
 - e. Issuer will provide full and complete copies of the audited annual financial statement no later than ten (10) days prior to the date on which it is due.
 - f. Issuer will notify Continuing Disclosure Services immediately upon the occurrence or immediately upon the Issuer's knowledge of the occurrence of each Event or noncompliance with the Rule, and the Issuer will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.
 - g. Issuer shall have the sole responsibility for determining the disclosure to be made in all cases. The Issuer shall review and provide approval of the content and form of all continuing disclosure reports and notices, with the exception of the following, which will be filed automatically on the Issuer's behalf, unless the Issuer has notified Continuing Disclosure Services otherwise in writing: bond calls, defeasances, and rating changes. In the event of a disagreement between the Issuer and Continuing Disclosure Services regarding the disclosure to be made, either the Issuer or Continuing Disclosure Services may, but neither is obligated to, terminate this Agreement by written notice to the other party.
 - h. A separate Annual Report will be prepared and distributed for each type of security pledge in effect for outstanding financing issues or Bonds of the Issuer.
 - i. Issuer will inform Continuing Disclosure Services of the retirement of any Bonds included under the scope of this Agreement within 30 days of such retirement.
4. In the event that Continuing Disclosure Services and the Issuer determine that advice of counsel is appropriate with respect to any question concerning disclosure, then (i) the Issuer may consult with its counsel, or (ii) the Issuer may authorize Continuing Disclosure Services to seek legal advice from independent counsel regarding the disclosure. The Issuer agrees that it shall be responsible for the fees and expenses of its own counsel. The Issuer agrees to reimburse Continuing Disclosure Services the fees and expenses of independent counsel, if paid by Continuing Disclosure Services, for advice rendered pursuant to authorization by the Issuer.
5. The Issuer agrees to hold harmless and to indemnify Continuing Disclosure Services and its employees, affiliates, officers, directors, and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever, including attorneys' fees and

expenses (“Losses and Expenses”) that Continuing Disclosure Services may incur by reason of or in connection with the distribution of information in the disclosure reports in accordance with this Agreement, except to the extent such Losses and Expenses result directly from Continuing Disclosure Services’ willful misconduct or gross negligence in the distribution of such information.

In the event that such Losses and Expenses are attributable to the concurrent negligence or other fault of both the Issuer and Continuing Disclosure Services, each party shall bear proportionate responsibility for the degree of negligence or other fault attributable to each. Notwithstanding the foregoing, Continuing Disclosure Services, shall not be obligated to contribute any amount hereunder that exceeds the amount of fees previously received by Continuing Disclosure Services pursuant to this Agreement.

6. The fees and expenses due to Continuing Disclosure Services in providing Continuing Disclosure Services shall be calculated in accordance with Section 3a. of this Agreement. The fees will be invoiced each year during the term of the Agreement, unless terminated earlier, and fees will be payable within 30 days of receipt of invoice.

In addition, the Issuer agrees to reimburse Continuing Disclosure Services for the following expenses: (i) legal fees and expenses of counsel incurred by Continuing Disclosure Services pursuant to the terms of Section 4. above, and (ii) other out-of-pocket expenses reasonably incurred by Continuing Disclosure Services in performing its obligations hereunder. The Issuer shall remit payment for expenses to Continuing Disclosure Services within 30 days of receipt of invoice.

7. **Bonds Issued Subsequent to Agreement:** The provisions of this Agreement will include additional municipal bonds and financings (including financing lease obligations) issued during the stated term of this Agreement, if such bonds are subject to the continuing disclosure requirements. In this connection, the Issuer agrees that the Issuer will notify Continuing Disclosure Services of any municipal bonds and financing (including financing lease obligations) issued by the Issuer during any fiscal year of the Issuer during the term of this Agreement, and will provide Continuing Disclosure Services with such information as shall be necessary in order for Continuing Disclosure Services to perform the services contracted for hereunder.
8. **Effective Dates of Agreement:** This Agreement shall become effective as of the date of acceptance by the Issuer as set out below and remain in effect thereafter for a period of five (5) years from the date of acceptance. Unless Continuing Disclosure Services or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This agreement may be terminated with or without cause by the Issuer or Continuing Disclosure Services upon thirty (30) days’ written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to Continuing Disclosure Services for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to its stated term, all records provided to Continuing Disclosure Services by the Issuer shall be returned to the Issuer as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement Continuing Disclosure Services shall have no continuing obligation to the Issuer regarding any service contemplated herein. Notwithstanding the foregoing, all indemnification, hold harmless and/or contribution obligations,

pursuant to Section 5 of this Agreement, shall survive any termination, regardless of whether the termination occurs as a result of the expiration of the term hereof or the Agreement is terminated sooner by either the Issuer or Continuing Disclosure Services under this Section 8, pursuant to Subsection 3.g., or otherwise.

9. Provision of Notices

Provision of information, delivery of certification and notices of Events and noncompliance with the Rule, unless directed otherwise in writing, shall be sent to:

City of Lacy Lakeview, Texas
501 E. Craven Avenue
Lacy Lakeview, TX 76705
Ms. Amber Fuller
Finance Director
Phone: (254) 799-2458
Email: amber.fuller@lacylakeview.org

HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.
717 North Harwood Street, Suite 3400
Dallas, Texas 75201
Attention: Tanya Calvit
Managing Director – Head of Continuing Disclosure
Phone: (214) 953-4037
Fax: (214) 953-4050
Email: tanya.calvit@hilltopsecurities.com

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

11. Acceptance of Agreement

This Agreement is submitted in triplicate originals. When accepted by the Issuer, it will constitute the entire Agreement between the Issuer and Continuing Disclosure Services for the purposes and the consideration specified above.

Acceptance will be indicated on all copies and returned to Continuing Disclosure Services. An executed original will be returned for your files.

Respectfully submitted,

HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.

By _____
Tanya Calvit
Managing Director – Head of Continuing Disclosure

By _____
Petia Moutaftchieva
Senior Vice President-Continuing Disclosure Manager

Date _____

ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by the Issuer, on this the _____ day of _____, **2026**.

By _____
Authorized Representative

Title

COUNCIL AGENDA ITEM #7

Council Meeting:
March 24, 2026

Originating Dept: Administration

Agenda Item:

Discussion and consideration of action to approve updating the Investment Committee's recommendations for investing City of Lacy Lakeview Hotel Occupancy Tax Funds in accordance with the City's Investment Policy.

Action:

- | | |
|---|--|
| <input type="checkbox"/> Work Session | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> Motion/Order |
| <input type="checkbox"/> Special Presentation | <input type="checkbox"/> Other |

Your interest. Your Cadence.

Earn more with a dependable, high-rate CD for a limited time. Open a CD to start earning today!

EARN MORE!

8-Month CD¹
(Certificate of Deposit)

4.00% APY*

Applies when you open a new CD with \$25,000 or more in non-Cadence funds OR when you have or open a Cadence Bank Performance Checking account.¹

OR

8-Month CD¹
(Certificate of Deposit)

3.75% APY*

Applies when you open a new CD with existing Cadence funds and/or new money less than \$25,000 AND when you do not have a Cadence Bank Performance Checking account.¹



Visit us today to open your new CD or schedule an appointment at CadenceBank.com/Contact.

THIS OFFER IS FOR A LIMITED TIME ONLY!

* Annual Percentage Yields (APYs) are accurate as of 2/24/2026 and are subject to change without notice. APYs are for accounts opened in AL, AR, FL, GA, LA, MO, MS, TN, & TX and may vary in other markets. Minimum opening deposit and the minimum balance to earn interest is \$1,000. Substantial penalty for early withdrawal. Fees may reduce earnings. Institutional and Public Funds are not eligible. Consumers and businesses are eligible. Available as IRA.

1) The terms of the CDs are as follows: 8 months to earn 4.00% APY when you open a new CD with \$25,000 or more in non-Cadence Bank funds or when you have or open a Cadence Performance Checking account. Earn 3.75% APY when you open a new CD with existing Cadence Bank funds and/or new money less than \$25,000, and you don't have a Cadence Performance Checking account.



Re: Updated Information

From Oscar Chombo <oscar.chombo@cadencebank.com>

Date Tue 3/17/2026 10:14 AM

To Kallie Kennon <kallie.kennon@cadencebank.com>; Calvin Hodde <calvin.hodde@lacylakeview.org>; Laurie Kaczmarek <laurie.kaczmarek@lacylakeview.org>

Or you can elect to proceed with the 13-month CD at 3.75% APY. This is the original request that was approved.

Oscar Chombo | Relationship Manager III, VP | NMLS ID 2064394

Cadence Bank | 5500 Bagby Ave | Waco, TX 76711

O: 254-297-6101 | C: 903-390-2414 | F: 254-323-0073

Now Part of Huntington National Bank

From: Kallie Kennon <kallie.kennon@cadencebank.com>

Sent: Tuesday, March 17, 2026 10:10 AM

To: Calvin Hodde <calvin.hodde@lacylakeview.org>; Laurie Kaczmarek <laurie.kaczmarek@lacylakeview.org>

Cc: Oscar Chombo <oscar.chombo@cadencebank.com>

Subject: Updated Information

Good Morning Calvin & Laurie,

I hope you both are well. I wanted to give you some updated information. Since we last met our CD rates have gone up. We will be able to provide the City of Lacy Lakeview the rate of 4.00% for 8 month CD. Please let me know if you have any questions or you need any additional information for me to provide you.

I have attached a brochure for you as well.

Have a great rest of your week.

Thank you,

COUNCIL AGENDA ITEM #8

SUMMARY:

Public Comment

This time is for individuals to address the City Council on issues and items of concern on or not on the agenda. There will be no City Council action at this time. Limit of 3 minutes per person. The City Council reserves the right to delay, when appropriate and upon the agreement of the individual, on a specific agenda item so they may speak at that time.

COUNCIL AGENDA ITEM #9

SUMMARY:

Mayor's Report

Briefings or updates may be provided regarding City Council and/or community events.

COUNCIL AGENDA ITEM #10

SUMMARY:

Council Member's Input

Briefings or updates may be provided regarding City Council and/or community events.