

**ORDINANCE NUMBER 931**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, APPROVING A TARIFF AUTHORIZING AN ANNUAL RATE REVIEW MECHANISM (“RRM”) AS A SUBSTITUTION FOR THE ANNUAL INTERIM RATE ADJUSTMENT PROCESS DEFINED BY SECTION 104.301 OF THE TEXAS UTILITIES CODE, AND AS NEGOTIATED BETWEEN ATMOS ENERGY CORP., MID-TEX DIVISION (“ATMOS MID-TEX” OR “COMPANY”) AND THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.**

WHEREAS, the City of Burkburnett, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City and similarly-situated Mid-Tex municipalities created the Steering Committee of Cities Served by Atmos to efficiently address all rate and service matters associated with delivery of natural gas; and

WHEREAS, the Steering Committee formed an Executive Committee to direct legal counsel and to recommend certain specific actions to all aligned Mid-Tex Cities through resolution or ordinance; and

WHEREAS, pursuant to the terms of a November 2007 agreement between the Steering Committee and Atmos Mid-Tex that settled the Company’s interim rate filing under Section 104.301 of the Texas Utilities Code (a “GRIP” rate case), the Steering Committee and the Company collaboratively developed a Rate Review Mechanism (“RRM”) Tariff, ultimately authorized by the City in 2008, that allows for an expedited rate review process as a substitute for the GRIP process; and

WHEREAS, the City has kept some form of a RRM Tariff in place until 2017 when it adopted an ordinance approving an RRM Tariff filing settlement and specifically calling for termination of the

existing RRM Tariff and negotiation of a replacement RRM Tariff following the Railroad Commission's decision in a then-pending Atmos Texas Pipeline case (GUD No. 10580); and

WHEREAS, the Steering Committee's Executive Committee has recently approved a settlement with the Company on the attached RRM Tariff that contains certain notable improvements, from a consumer perspective, over the prior RRM Tariff, including a reduced rate of return on equity, acceptance of certain expense adjustments made by the Railroad Commission in the Order in GUD No. 10580, and the addition of two months to the time for processing a RRM Tariff application; and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM Tariff applications; and

WHEREAS, the Steering Committee's Executive Committee recommends that all Steering Committee member cities adopt this ordinance and the attached RRM Tariff; and

WHEREAS, the attached RRM Tariff is just, reasonable and in the public interest,

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS:**

**Section 1.** That the findings set forth in this Ordinance are hereby in all things approved.

**Section 2.** That the attached RRM Tariff re-establishing a form of Rate Review Mechanism is just and reasonable and in the public interest, and is hereby adopted.

**Section 3.** That Atmos Mid-Tex shall reimburse the Cities' reasonable expenses associated with adoption of this Ordinance and the attached RRM Tariff and in processing future RRM Tariff applications filed pursuant to the attached tariff.

**Section 4.** That to the extent any resolution or ordinance previously adopted by the City is inconsistent with this Ordinance, it is hereby repealed.

**Section 5.** That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 6.** That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance , and the remaining provisions of this Ordinance shall be interpreted as if the offending section or clause never existed.

**Section 7.** That this Ordinance shall become effective from and after its passage.

**Section 8.** That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, Mid-Tex Division, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to Mid-Tex Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 19th day of March, 2018.

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Michael R. Tugman, Mayor

ATTEST:

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Janelle Dolan, City Clerk

ORDINANCE NO. 932

AN ORDINANCE authorizing the issuance of "CITY OF BURKBURNETT, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018"; specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; providing for the redemption of the obligations being refunded; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Agreement; and providing an effective date.

WHEREAS, the Board of Commissioners of the City of Burkburnett, Texas (the "City") has heretofore issued, sold, and delivered, and there is currently outstanding obligations totaling in original principal amount \$2,055,000 of the following issue or series (hereinafter referred to as the "Refunded Bonds"), to wit: City of Burkburnett, Texas, General Obligation Bonds, Series 2008, dated May 15, 2008, and scheduled to mature on February 15, 2028; and

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended, the Board of Commissioners is authorized to issue refunding bonds and deposit the proceeds of sale directly with any place of payment for the Refunded Bonds, or other authorized depository, and such deposit, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, the Board of Commissioners hereby finds and determines that it is in the best interest of the City to issue general obligation refunding bonds at this time to refund the Refunded Bonds, and such refunding will result in the City saving approximately \$74,382.25 in debt service payments on such indebtedness and further provide net present value savings of approximately \$62,228.63; now, therefore,

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS:

Section 1: Authorization - Designation - Principal Amount - Purpose. General obligation bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$2,085,000 to be designated and bear the title "CITY OF BURKBURNETT, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018" (hereinafter referred to as the "Bond" or "Bonds"), for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City (identified in the preamble hereof and referred to as the "Refunded Bonds") and to pay costs of issuance, in accordance with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended.

Section 2: Single Registered Obligation - Bond Date - Authorized Denominations - Stated Maturity - Interest Rate. The Bonds shall be issued as fully registered obligations only and as a single fully registered obligation, shall be dated April 15, 2018 (the "Bond Date"), shall be in denominations of \$5,000 or any integral multiple thereof, and shall become due and payable finally on February 15, 2028 (the "Stated Maturity") with principal installments thereof to become due and payable on February 15 in each of the years in accordance with the following schedule:

<u>Installment Due February 15</u>	<u>Principal Installments</u>
2019	\$180,000
2020	185,000
2021	195,000
2022	195,000
2023	205,000
2024	210,000
2025	220,000
2026	225,000
2027	230,000
2028	240,000

The Bonds shall bear interest on the unpaid principal amounts from the date of their delivery to the initial purchasers, anticipated to be May 8, 2018 (the "Delivery Date") at the rate of 2.87% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year, commencing August 15, 2018, until maturity or prior prepayment.

Section 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, prepayment or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of JPMorgan Chase Bank, NA, Dallas, Texas to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Clerk are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and interest on the Bond shall be payable to the Holder whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date with respect to payment of interest and the last business day of the month next preceding each principal installment date with respect to the payment of principal) and shall be paid by the Paying Agent/Registrar (1) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded

in the Security Register or (2) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder; provided, however, the final principal installment or upon prepayment of the Bond shall be paid only upon presentation and surrender of the Bond to the Paying Agent/Registrar for cancellation at its designated offices in Dallas, Texas (the "Designated Payment/Transfer Office"). If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 4: Prepayment.

(a) Optional Prepayment. The Bonds shall be subject to prepayment prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if in part selected by lot by the Paying Agent/Registrar), on February 15, 2027 or on any date thereafter at the prepayment price of par plus accrued interest to the date of prepayment.

(b) Exercise of Prepayment Option. At least forty five (45) days prior to an optional prepayment date for the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to prepay Bonds, the principal amount to be prepaid, and the date of prepayment therefor. The decision of the City to exercise the right to prepay Bonds shall be entered in the minutes of the governing body of the City.

(c) Selection of Bonds for Prepayment. If less than all the outstanding principal installments of the Bonds are to be prepaid on a prepayment date, the Prepayment Ledger appearing on the Bond shall be completed and signed by an authorized officer of the Paying Agent/Registrar with respect to such partial prepayment, upon presentation and surrender of the Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) Notice of Prepayment. Not less than thirty (30) days prior to a prepayment date for the Bonds, a notice of prepayment shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to the Holder of the Bond to be prepaid at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of prepayment so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of prepayment shall (i) specify the date of prepayment for the Bonds, (ii) identify the Bonds to be prepaid and, in the case of a portion of the Bond to be prepaid, the principal amount thereof to be prepaid, (iii) state the prepayment price, (iv) state that the Bonds, or the portion of the principal amount thereof to be prepaid, shall become due and payable on the prepayment date specified, and the interest thereon, or on the portion of the principal amount thereof to be prepaid, shall cease to accrue from and after the prepayment date, and (v) specify that payment of the prepayment price for the Bonds, or the principal amount thereof to be prepaid, shall be paid by the Paying Agent/Registrar (1) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (2) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If principal installment(s) of the Bond, or any portion thereof, has been called for prepayment and notice of prepayment thereof has been duly given or waived as herein provided, such Bond (or the principal installment thereof to be prepaid) shall become due and payable, and interest thereon shall cease to accrue from and after the prepayment date therefor, provided moneys sufficient for the payment of such Bond (or of the principal installment thereof to be prepaid) at the then applicable prepayment price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Prepayment. With respect to any optional prepayment of the Bond, unless certain prerequisites to such prepayment required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be prepaid shall have been received by the Paying Agent/Registrar prior to the giving of such notice of prepayment, such notice may state that said prepayment is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such prepayment. If a conditional notice of prepayment is given and such prerequisites to the prepayment are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not prepay such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of prepayment was given, to the effect that the Bond has not been prepaid.

Section 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of the registered owner of the Bond issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. The registration of the Bonds shall be transferable only in whole and only on the Security Register, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

When the registration of the transfer in the Security Register has been recorded and the Bond is surrendered for cancellation, the Paying Agent/Registrar shall provide, in the name of the transferee, a new single fully registered Bond in the principal amount remaining to be paid at the time of the transfer or assignment.

When a Bond has been duly assigned and transferred, a new Bond shall be delivered to the Holder at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holder and, upon the registration and delivery thereof, such Bond shall be the valid obligation of the City evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bond surrendered in such assignment and transfer.

All transfers of the Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 10 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder the Bond called for prepayment, in whole or in part, within 45 days of the date fixed for the prepayment of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the balance of a Bond called for prepayment in part.

Section 6: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Clerk. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 8(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

Section 7: Initial Bond. The Bond herein authorized shall be initially issued as a single fully registered Bond in the total principal amount stated in Section 1 hereof and to be T-1 (hereinafter called the "Initial Bond") and the Initial Bond shall be registered in the name of the initial purchaser or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor a single definitive Bond of like Stated Maturity, principal amount and bearing an applicable interest rate for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written

instructions from the initial purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 8: Forms.

(a) Forms Generally. The Bond, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, the form of Assignment and form of Prepayment Ledger to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bond and the Initial Bond shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by the execution thereof.

(b) Form of Bond.

REGISTERED  
NO. [T-1] [R-1]

REGISTERED  
\$2,085,000

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF BURKBURNETT, TEXAS  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2018

Bond Date:	Interest Rate:	Final Stated Maturity:	Delivery Date:
April 15, 2018	2.87%	February 15, 2028	May 8, 2018

Registered Owner:

Principal Amount: TWO MILLION EIGHTY-FIVE THOUSAND DOLLARS

The City of Burkburnett (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Wichita, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof (the "Registered Owner"), on the Stated Maturity date specified above and payable in principal installments on February 15 in each year in accordance with the following schedule:

<u>Installment</u> <u>Due February 15</u>	<u>Principal</u> <u>Installments</u>
2019	\$180,000
2020	185,000
2021	195,000
2022	195,000
2023	205,000
2024	210,000
2025	220,000
2026	225,000
2027	230,000
2028	240,000

(or so much thereof as shall not have been paid upon prior prepayment), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the Delivery Date) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in in each year, commencing August 15, 2018, until maturity or prepayment.

Principal installments of this Bond are payable in each of the years stated above or on an applicable prepayment date. Principal installments and interest on this Bond shall be payable to the Holder whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date with respect to payment of interest and the last business day of the month next preceding each principal installment date with respect to the payment of principal) and shall be paid by the Paying Agent/Registrar (1) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (2) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder; provided, however, the final principal installment of the Bond or principal upon prior prepayment shall be paid only upon presentation and surrender of the Bond to JPMorgan Chase Bank, NA, Dallas, Texas (the "Paying Agent/Registrar") for cancellation at its designated offices in Dallas, Texas (the "Designated Payment/Transfer Office"), or its successor. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$2,085,000 (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City, and to pay costs of issuance, under and in strict conformity with the Constitution and laws of the State of Texas and pursuant to an Ordinance adopted by the Board of Commissioners of the City (herein referred to as the "Ordinance").

The Bond may be prepaid prior to its Stated Maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof on February 15, 2027 or on any date thereafter at the prepayment price of par, together with accrued interest to the date of prepayment.

At least thirty days prior to the date fixed for any prepayment of Bonds, the City shall cause a written notice of such prepayment to be sent by United States Mail, first class postage prepaid, to the registered owners of the Bond to be prepaid at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal amount) shall have been duly called for prepayment and notice of such prepayment duly given, then upon such prepayment date such Bond (or the portion of its principal amount to be prepaid) shall become due and payable, and interest thereon shall cease to accrue from and after the prepayment date therefor; provided moneys for the payment of the prepayment price and the interest on the Bond are held for the purpose of such payment by the Paying Agent/Registrar. If the Bond is selected for prepayment the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the prepayment date therefor.

Payment of the prepayment price of all of a portion of this Bond shall be made to the registered owner only upon presentation and surrender of the Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar. The Prepayment Ledger appearing hereon will be completed and signed by an authorized officer of the Paying Agent/Registrar with respect to such partial prepayment. If the Bond is selected for prepayment, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer the Bond to an assignee of the registered owner within 45 days of the prepayment date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the balance of a Bond prepaid in part.

With respect to any optional prepayment of the Bonds, unless certain prerequisites to such prepayment required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be prepaid have been received by the Paying Agent/Registrar prior to the giving of such notice of prepayment, such notice may state that said prepayment is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such prepayment. If a conditional notice of prepayment is given and such prerequisites to the prepayment are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not prepay such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of prepayment was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by

the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, a new single fully registered Bond of the same Stated Maturity, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of the principal installments hereof upon maturity and interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of the final principal installment its Stated Maturity, or its prepayment, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Commissioners of the City has caused this Bond to be duly executed under the official seal of the City.

CITY OF BURKBURNETT, TEXAS

Michael R. Tuzman  
Mayor

COUNTERSIGNED:

Janelle Dwan  
City Clerk

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER )  
OF PUBLIC ACCOUNTS ) REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS )

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

(d)

Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in \_\_\_\_\_ is the "Designated Payment/Transfer Office" for this Bond.

\_\_\_\_\_  
as Paying Agent/Registrar

Registration date:

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_

(Social Security or other identifying number \_\_\_\_\_) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

\_\_\_\_\_  
Signature guaranteed:

\_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) Form of Prepayment Ledger.

PREPAYMENT LEDGER

<u>DATE OF PREPAYMENT</u>	<u>PRINCIPAL AMOUNT PREPAID</u>	<u>SIGNATURE OF BANK'S AUTHORIZED OFFICER</u>

Section 9: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their payment at maturity or prepayment or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Bonds shall be kept and maintained by the City at all times while the Bonds are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Bonds shall be deposited to the credit of a "Special 2018 Bond Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

The Mayor, Mayor Pro Tem, City Manager, Director of Administration, and City Clerk of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

Section 10: Mutilated-Destroyed-Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

Section 11: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the prepayment date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of prepayment has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the prepayment date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/ Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable prepayment date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities", as used herein, shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their

acquisition or purchase by the City are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

Section 12: Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the prepayment price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

(1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 11 hereof; and

(3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 10 hereof.

Section 13: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section 13, the following terms have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

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

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

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

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

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

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

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Bonds), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality

thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds), other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

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

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

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

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts

for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of its general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of the Regulations.

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

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Director of Administration or City Clerk, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Bonds Not Hedge Bonds. (1) At the time the original bonds refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable

proceeds of such bonds within three years after such bonds were issued and (2) not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The Bonds are a current refunding of the Refunded Bonds in that the Refunded Bonds will be paid or redeemed within 90 days of the date of the delivery of the Bonds.

(m) Qualified Tax Exempt Obligations. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the City hereby designates the Bonds to be "qualified tax exempt obligations" in that the Bonds are not "private activity bonds" as defined in the Code and represents the amount of "tax exempt obligations" (excluding private activity bonds) to be issued by the City (including all subordinate entities of the City) for the calendar year 2018 will not exceed \$10,000,000.

Section 14: Sale of Bonds. The offer of JPMorgan Chase Bank, NA, (herein referred to as the "Purchasers") to purchase the Bonds in accordance with a Purchase Agreement, dated as of April 16, 2018, attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes is hereby accepted and the sale of the Bonds to said Purchasers is hereby approved and authorized and declared to be in the best interest of the City. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute the Purchase Agreement for and on behalf of the City and as the act and deed of this Board of Commissioners. Delivery of the Bonds to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

Section 15: Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Section 16: Proceeds of Sale. Immediately following the delivery of the Bonds, proceeds of sale in the sum of \$2,049,971.78 shall be deposited to a trust clearing account maintained by Bank of America, N.A., the paying agent/registrar for the Refunded Bonds (the "Prior Paying Agent") for the payment and redemption of the Refunded Bonds on May 8, 2018. The balance of the proceeds of sale of the Bonds shall be expended to pay costs of issuance and any excess amount budgeted for such purpose shall be deposited to the credit of the Interest and Sinking Fund.

On or immediately prior to the date of the delivery of the Bonds, the Director of Administration or City Manager of the City shall also cause to be deposited with the Prior Paying Agent from moneys on deposit in the interest and sinking fund maintained for the payment of the Refunded Bonds the amount of \$23,127.07.

Section 17: Redemption of Refunded Bonds.

(a) The Refunded Bonds shall be redeemed and the same are hereby called for redemption on May 8, 2018, at the price of par and accrued interest to the date of redemption. The City Clerk is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to bondholders, with Bank of America, N.A.,

the paying agent/registrar for the Refunded Bonds, in accordance with the redemption provisions applicable to the Refunded Bonds; such suggested form of notice of redemption being attached hereto as Exhibit C and incorporated herein by reference as a part of this Ordinance for all purposes.

(b) The redemption of the Refunded Bonds being associated with the refunding of such Refunded Bonds, the approval, authorization and arrangements herein given and provided for the redemption of such Refunded Bonds on the redemption date designated therefor and in the manner provided shall be irrevocable upon the issuance and delivery of the Bonds; and the City Clerk is hereby authorized and directed to make all arrangements necessary to notify the holders of the Refunded Bonds of the City's decision to redeem the Refunded Bonds on the date and in the manner herein provided and in accordance with the ordinance authorizing the issuance of the Refunded Bonds and this Ordinance.

Section 18: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 19: Cancellation. All Bonds surrendered for payment, prepayment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

Section 20: Legal Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final legal opinion of Norton Rose Fulbright US LLP approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds.

Section 21: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

Section 22: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

Section 23: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 24: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 25: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 26: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 27: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the Board of Commissioners hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 28: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Director of Administration, and City Clerk are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Director of Administration, or City Clerk of the City or Bond Counsel to the City are each hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 29: Incorporation of Findings and Determinations. The findings and determinations of the Board of Commissioners contained in the preamble hereof are hereby

incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

Section 30: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

Section 31: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

*[remainder of page left blank intentionally]*

PASSED AND ADOPTED, this April 16, 2018.

CITY OF BURKBURNETT, TEXAS

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

(City Seal)

EXHIBIT A  
PAYING AGENT/REGISTRAR AGREEMENT

## PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of April 16, 2018 (this "Agreement"), by and between the City of Burkburnett, Texas (the "Issuer"), and JPMorgan Chase Bank, NA, a banking corporation organized and existing under the laws of the State of Texas or its successors (the "Bank").

### RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Burkburnett, Texas, General Obligation Refunding Bonds, Series 2018" (the "Securities"), dated April 15, 2018, which Securities are scheduled to be delivered to the initial purchasers on or about May 8, 2018; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

### ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Bond Resolution" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Bond Resolution".

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A attached.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## ARTICLE TWO DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Bank Office” means the offices of the Bank at the address appearing on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Bond Resolution” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Clerk or any other officer of the Issuer and delivered to the Bank.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Resolution).

“Record Date” means the last business day of the month next preceding each interest payment date.

“Redemption Date” when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Bond Resolution.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Securities” means the securities defined in the recital paragraphs herein.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Bond Resolution the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

### ARTICLE THREE PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Resolution). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the fiduciary account provided in Section 5.05 hereof, sent by United States mail, first class, postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities at the dates specified in the Bond Resolution.

### ARTICLE FOUR REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and Bank may prescribe. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates. The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Certificates. The Bank will, at such reasonable intervals as it determines, cancel and destroy, pursuant to the Securities and Exchange Act of 1934, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Bond Resolution, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

## ARTICLE FIVE THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02. Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank - Fiduciary Account/Collateralization. A fiduciary account shall at all times be kept and maintained by the Bank for the receipt, safekeeping and disbursement of moneys received from the Issuer hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for fiduciary accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such fiduciary account shall be made by check drawn on such fiduciary account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Bank to the Issuer, and the Holder of such Security shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06. Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank its directors, officers and employees, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the

Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the State of Texas to determine the rights of any Person claiming any interest herein.

## ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page hereof.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement. This Agreement and the Bond Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Bond Resolution, the Bond Resolution shall govern.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

The resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within sixty (60) days after the giving of such notice of resignation.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. No Boycott Israel. To the extent this Agreement is a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended the Bank hereby verifies that the Bank does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 6.12. Iran, Sudan and Foreign Terrorists Organizations. To the extent this Agreement is a governmental contract, within the meaning of Section 2252.151 of the Texas Government Code, as amended, the Bank represents that it is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization (as defined in Section 2252.151(2), Texas Government Code) and that it is not on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Section 806.051, 807.051, or 2252.153, Texas Government Code.

Section 6.13. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

*[remainder of page left blank intentionally]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

JPMORGAN CHASE BANK, NA

BY \_\_\_\_\_

Title: \_\_\_\_\_

Address: 2200 Ross Avenue, 8<sup>th</sup> Floor  
Dallas, Texas 75201

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF BURKBURNETT, TEXAS

BY Michael R. Tugman  
Mayor

Address: 501 Sheppard Road  
Burkburnett, Texas 76354

Attest:

Anelle Bolan  
City Clerk

ANNEX A  
FEES AND CHARGES

NONE

EXHIBIT B  
PURCHASE AGREEMENT

## PURCHASE AGREEMENT

April 16, 2018

City of Burkburnett, Texas  
501 Sheppard Road  
Burkburnett, Texas 76354

Re: \$2,085,000 "City of Burkburnett, Texas, General Obligation Refunding Bonds, Series 2018", dated April 15, 2018

Ladies and Gentlemen:

JPMorgan Chase Bank, NA (the "Purchaser") hereby offers to purchase from the City of Burkburnett, Texas (the "City") the captioned Bonds (the "Bonds") and, upon acceptance of this offer by the City, such offer will become a binding agreement between the Purchaser and the City. This offer must be accepted by 10:00 p.m., Burkburnett, Texas, time, April 16, 2018, and if not so accepted will be subject to withdrawal.

1. Purchase Price: The purchase price for the Bonds is par, \$2,085,000.
2. Terms of Bonds: The Bonds shall be issued in the principal amounts, shall bear interest at such rates, mature on such date and in such amounts and have such other terms and conditions as are set forth in the ordinance adopted by the City Council of the City on April 16, 2018 (the "Ordinance") authorizing the issuance of the Bonds, a copy of which has been provided to the Purchaser. Pursuant to and as more fully described in the Ordinance, the Bonds shall be payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City.
3. Closing: The City shall deliver the Initial Bond to, or for the account of, the Purchaser and the Purchaser shall purchase the Bonds at 10:00 a.m. Dallas, Texas, time, on May 8, 2018, or at such other time as shall be mutually agreed upon (hereinafter referred to as the "Closing"). The Closing shall take place at the offices of Norton Rose Fulbright US LLP, Dallas, Texas, or such other location as may be mutually agreed upon. The City will also deliver a signed copy of the Ordinance to the Purchaser.
4. Conditions to Closing: The Purchaser shall not have any obligation to consummate the purchase of the Bonds unless the following requirements have been satisfied prior to Closing:
  - (a) The City shall have adopted the Ordinance authorizing the issuance of the Bonds.

- (b) Norton Rose Fulbright US LLP, Bond Counsel shall have issued its approving legal opinion as to the due authorization, issuance and delivery of the Bonds and as to the exemption of the interest thereon from federal income taxation, upon which the Purchaser shall be entitled to rely.
  - (c) The Bonds shall have been approved by the Attorney General of the State of Texas and shall have been registered by the Comptroller of Public Accounts of the State of Texas.
  - (d) The City shall have executed its Certificate as to Tax Exemption and IRS Form 8038-G in the form provided by Bond Counsel.
- 5. Nature of Purchase: The Purchaser acknowledges that no official statement or other disclosure or offering document has been prepared in connection with the issuance and sale of the Bonds. The Purchaser is a financial institution or other accredited investor as defined in the Securities Act of 1933, Regulation D, 17 C.F.R. § 230.501(a), accustomed to purchasing tax-exempt obligations such as the Bonds. Norton Rose Fulbright US LLP, Bond Counsel, has not undertaken steps to ascertain the accuracy or completeness of information furnished to the Purchaser with respect to the City or the Bonds, and the Purchaser has not looked to that firm for, nor has that firm made, any representations to the Purchaser with respect to that information. The Purchaser has satisfied itself that it may lawfully purchase the Bonds. The Bonds (i) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) will not be listed on any stock or other securities exchange; and (iii) will not carry any rating from any rating service. The Purchaser is familiar with the financial condition and affairs of the City, particularly with respect to its ability to pay its ad valorem tax-supported obligations such as the Bonds. The Purchaser has received from the City all information that it has requested in order for it to assess and evaluate the security and source of payment for the Bonds. The Purchaser is purchasing the Bonds for its own account or for that of an affiliate as evidence of a loan to the City and has no present intention to make a public distribution or sale of the Bonds. In no event will the Purchaser sell the Bonds to purchasers who are not sophisticated investors unless an official statement or other disclosure document is prepared with respect to such sale of the Bonds.
- 6. In consideration of the purchase of the Bonds by the Purchaser, and so long as the Purchaser is the 100% owner of the Bonds, the City agrees as follows:
  - (a) Unless otherwise available electronically, the City agrees to deliver to the Purchaser within 270 days after the end of each fiscal year, its audited financial statements.
  - (b) The City agrees to deliver to the Purchaser any other financial information that the Purchaser may reasonably request from time to time.

7. Role of Purchaser. The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Agreement and any other information, materials or communications provided by the Purchaser: (a) the Purchaser and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Purchaser and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Agreement, information, materials or communications; (c) the Purchaser and its representatives are acting for their own interests; and (d) the City has been informed that it should discuss this Agreement and any such other information, materials or communications with any and all internal and external advisors and experts that the City deems appropriate before acting on this Agreement or any such other information, materials or communications.

The City acknowledges and agrees that the Purchaser is purchasing the Bonds in evidence of a privately negotiated loan and in that connection the Bonds shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

8. No Oral Agreements: To the extent allowed by law, the parties hereto agree to be bound by the terms of the following notice: THIS PURCHASE AGREEMENT, THE ORDINANCE OF THE CITY AUTHORIZING THE BONDS, THE ATTORNEY GENERAL OPINION, THE OPINION OF BOND COUNSEL AND THE BONDS TOGETHER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THIS TRANSACTION AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS TRANSACTION.
9. Anti-Boycott Verification. To the extent this Agreement is a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, the Purchaser hereby verifies that the Purchaser does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

10. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement is a governmental contract, within the meaning of Section 2252.151 of the Texas Government Code, as amended, the Purchaser represents that it is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization (as defined in Section 2252.151(2), Texas Government Code) and that it is not on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Section 806.051, 807.051, or 2252.153, Texas Government Code.

*[signatures begin on next page]*

If this purchase agreement meets with the Purchaser's and the City's approval, please execute it in the place provided below.

JPMORGAN CHASE BANK, NA

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[signatures continue on next page]*

ACCEPTED BY THE CITY OF BURKBURNETT, TEXAS

  
\_\_\_\_\_  
Mayor

EXHIBIT C

NOTICE OF REDEMPTION

CITY OF BURKBURNETT, TEXAS,  
GENERAL OBLIGATION BONDS, SERIES 2008  
DATED MAY 15, 2008

NOTICE IS HEREBY GIVEN that the bonds of the above series maturing on February 15, 2028 and aggregating in principal amount \$2,055,000 have been called for redemption on May 8, 2018 at the redemption price of par and accrued interest to the date of redemption.

ALL SUCH BONDS shall become due and payable on May 8, 2018, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said certificates shall be paid to the registered owners of the bonds only upon presentation and surrender thereof to Bank of America, N.A. at its designated offices at the following address: Bank of America, N.A., 500 W. 7<sup>th</sup> Street, Floor 2, Unit 36, Fort Worth, Texas 76102.

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said bonds and pursuant to an ordinance by the Board of Commissioners of the City of Burkburnett, Texas.

BANK OF AMERICA, N.A.,  
as Paying Agent/Registrar,  
500 W. 7<sup>th</sup> Street, Floor 2, Unit 36  
Fort Worth, Texas 76102

**ORDINANCE NUMBER 933**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS CANVASSING THE ELECTION RETURNS OF THE SPECIAL CALLED ELECTION HELD IN THE CITY OF BURKBURNETT, TEXAS, ON MAY 5, 2018; FOR ADOPTION OR REJECTION, PROPOSED AMENDMENTS TO THE EXISTING CHARTER OF THE CITY OF BURKBURNETT, TEXAS, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Commissioners of the City of Burkburnett, Texas has heretofore called for a Special Called Election to be held in said City on May 5, 2018 to amend the City Charter; and

**WHEREAS**, said Board of Commissioners has investigated all matters pertaining to said election, including the ordering, giving notice, appointing of officers, holding and making returns of said election; and

**WHEREAS**, the election officers who held said election have duly made the returns of the result thereof, and said returns have been duly delivered to said Board of Commissioners; and

**WHEREAS**, there came to be considered the returns of a special called election held on the 5<sup>th</sup> day of May 2018 for the purpose of amending the City Charter, and it appears from said returns, duly and legally made, that there were cast at said election 853 valid and legal votes (561 Early and 292 Election Day); and

**WHEREAS**, after canvassing the returns of said election pertaining to the propositions hereinafter described, it was found to be duly and legally held in all respects; and

That 830 voters voted in said election with respect to City of Burkburnett Proposition A as follows:

**City of Burkburnett Proposition A**

Shall Article IV, Sections 2, 6, 7 and 12 of the Burkburnett City Charter be amended to change the election and appointment of the members of the Board of Commissioners by: (1) electing the mayor at-large by the qualified voters of the City, (2) changing the term of office for the mayor and commissioners to three years instead of two years, (3) establishing a place system for the election of the six commissioners through an at-large election by the qualified voters of the City, (4) establishing a transition schedule from two year terms to three year terms for the mayor and commissioners and (5) establishing that the filling a vacancy on the Board of Commissioners for an unexpired term of 12 months or less shall be by an affirmative vote of at least four of the remaining members of the Board of Commissioners and that all other vacancies will be filled by a special called election?

	Early	Election	Total
For	<u>405</u>	<u>196</u>	<u>601</u> Votes
Against	<u>139</u>	<u>90</u>	<u>229</u> Votes;

That 827 voters voted in said election with respect to City of Burkburnett Proposition B as follows:

**City of Burkburnett Proposition B**

Shall Article IV, Section 5 of the Burkburnett City Charter be amended so that there are no term limits for the members of the Board of Commissioners?

	Early	Election	Total
For	<u>115</u>	<u>46</u>	<u>161</u> Votes
Against	<u>432</u>	<u>234</u>	<u>666</u> Votes;

That 799 voters voted in said election with respect to City of Burkburnett Proposition C as follows:

**City of Burkburnett Proposition C**

Shall Article VIII, Section 8 of the Burkburnett City Charter be amended so that the requirement for calling an election for franchises within the City is consistent with the Texas Transportation Code?

	Early	Election	Total
For	<u>435</u>	<u>222</u>	<u>657</u> Votes
Against	<u>90</u>	<u>52</u>	<u>142</u> Votes;

That 793 voters voted in said election with respect to City of Burkburnett Proposition D as follows:

**City of Burkburnett Proposition D**

Shall Article IX, Section 7 of the Burkburnett City Charter be amended to cite the specific Tax Code provision for securing a tax warrant?

	Early	Election	Total
For	<u>411</u>	<u>198</u>	<u>609</u> Votes
Against	<u>113</u>	<u>71</u>	<u>184</u> Votes;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, THAT:**

**SECTION 1.** The Board of Commissioners finds that said election was in all respects legally held in accordance with the laws of the State of Texas and the Charter and the Ordinances of the City of Burkburnett.

**SECTION 2.** The Board of Commissioners hereby declares that City of Burkburnett Propositions A, C, and D which were submitted to the voters in this election have been approved by a majority of the voters who voted in said election and are hereby adopted effective on the date of this ordinance.

**SECTION 3.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law.

**SECTION 4.** This Ordinance shall be in full force and effect immediately upon passage.

**PASSED AND APPROVED** this 14<sup>th</sup> day of May 2018.

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Michael R. Tugman, Mayor

**ATTEST:**

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Janelle Stahr, City Clerk

**ORDINANCE NUMBER 934**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 73: TRAFFIC SCHEDULES SCHEDULE I. ONE-WAY STREETS BY REMOVING THE ALLEY BEHIND ARAPAHO DRIVE FROM THE LIST OF ONE-WAY STREETS; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on December 20, 2004, the Board of Commissioners adopted Ordinance Number 686 which made the entire alley located on the west side of Arapaho Drive and the east side of Coulter Drive one-way southward entering from Kramer Road and exiting on Coulter Drive (the “Arapaho alley”);

**WHEREAS**, the City has received petitions from a majority of the homeowners on Arapaho Drive and Coulter Drive requesting the removal of the one-way designation for the Arapaho alley;

**WHEREAS**, both the Arapaho Drive homeowners and the Coulter Drive homeowners who signed the petitions cited increased difficulty of traversing the Arapaho alley, expectations of the homeowners during the purchase of houses and lots on the Arapaho alley and inconvenience regarding trash service as reasons for their request; and

**WHEREAS**, the Board of Commissioners finds that it is in the best interest of the citizens who live along the Arapaho alley to remove the one-way designation from the Arapaho alley; **NOW THEREFORE**,

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS AS FOLLOWS:**

**Part I: Enacted**

THAT the Code of Ordinances for the City of Burkburnett is hereby amended by amending CHAPTER 73: TRAFFIC SCHEDULES, SCHEDULE I. ONE-WAY STREETS by removing all language regarding the “Alley behind Arapaho” from SCHEDULE I.

**Part II: Repealer**

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or are in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of any such conflict.

**Part III: Severability**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, and the remainder of this Ordinance shall be enforced as written.

**Part IV: Compliance with Texas Open Meetings Act**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**Part V: Effective Date**

This Ordinance shall take effect immediately upon its passage.

**PASSED AND APPROVED THIS 21<sup>st</sup> DAY OF MAY 2018.**

\_\_\_\_\_  
**Carl Law, Mayor**  
**City of Burkburnett, Texas**

**ATTEST:**

\_\_\_\_\_  
**Janelle Stahr, City Clerk**

**ORDINANCE NUMBER 935 -DID NOT PASS**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT; ACKNOWLEDGING THE EXECUTION OF THE WASTE SERVICES AGREEMENT WITH IESI TX CORPORATION; ACKNOWLEDGING THE ACQUISITION OF THE INTEREST IN SUCH WASTE SERVICES AGREEMENT BY WASTE CONNECTIONS; REQUIRING USE OF WASTE CONNECTIONS FOR SOLID WASTE DISPOSAL WITHIN BURKBURNETT CITY LIMITS; AND PROVIDING CRIMINAL PENALTIES FOR NON-COMPLIANCE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING THIS ORDINANCE IS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the accumulation and the improper disposal of waste within the City constitutes a hazard to the public health and safety and general welfare; and

**WHEREAS**, in the course of protecting the health and safety and general welfare of the citizens of the City of Burkburnett and of the public in general, it is incumbent upon the Board of Commissioners of the City of Burkburnett to provide adequate garbage collection and disposal service for the citizens of the City of Burkburnett;

**WHEREAS**, effective October 1, 2007, the City entered into a Franchise Agreement (the Agreement) with IESI TX Corporation (IESI) where the City granted to IESI the exclusive franchise, license and privilege to collect and haul all municipal solid waste as defined in the Agreement within the City's territorial jurisdiction;

**WHEREAS**, Waste Connections currently holds the Agreement through the acquisition of the IESI interest in the Agreement;

**WHEREAS**, the Board of Commissioners has determined that it would be in the best interest of the citizens of Burkburnett and would promote the health and safety and general welfare of the citizens of the City of Burkburnett and the public in general to enforce the Agreement held by Waste Connections, to provide for the collection, removal and disposal of solid waste in the City of Burkburnett;

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT AS FOLLOWS:**

**Sec. 1.01: Agreement**

THAT there is hereby granted by THE CITY OF BURKBURNETT, WICHITA COUNTY, TEXAS to WASTE CONNECTIONS, as holder of the Agreement, the exclusive right and privilege to operate and maintain within the City of Burkburnett, services for the collection, removal and disposal of Municipal Solid Waste and Construction and Demolition Waste. Services include but not limited to commercial, residential, industrial, and roll-off. The terms of the Agreement with WASTE CONNECTIONS are set forth in the Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste in the City of Burkburnett, Texas, (Exhibit A attached and incorporated herein). Such

exclusive right and privilege may be transferred in accordance with the Agreement.

**Sec. 1.02: Participation in Service**

Each residential, commercial, or industrial unit shall utilize the solid waste and construction and demolition waste service provided by the City's exclusive franchise holder as independent contractor. Failure to utilize such disposal services does not negate the charges for the services, nor does it relieve the unit of responsibility to pay said charges even if services have been halted for nonpayment.

**Sec. 1.03: Penalty**

Any individual or entity charged with violating this Ordinance shall be cited for a misdemeanor offense, and upon conviction for such violation, shall be punished by a penalty of not less than \$25.00 nor more than \$2,000.00. Each day of continuation of such violation shall be a separate offense and punishable as such.

**Sec. 1.04: Severability**

In the event any one or more of the provisions of this Ordinance should be declared to be invalid, unenforceable or illegal; such invalidity, unenforceability, or illegality shall not affect the validity, enforcement or legality of the remaining portions of this Ordinance.

**Sec. 1.05: Repeal of Conflicting Ordinances**

All ordinances and portion of ordinances in conflict of this Ordinance are hereby repealed.

**Sec. 1.06: Publication**

The City Clerk is authorized and directed to publish the caption and penalty prescribed by this Ordinance in accordance with applicable law.

**Sec. 1.07: Date Effective**

This Ordinance shall be in full force and effect immediately upon passage and publication.

PASSED AND APPROVED on this the 21<sup>st</sup> day of May 2018.

**CITY OF BURKBURNETT**

\_\_\_\_\_  
CARL LAW, MAYOR

ATTEST:

\_\_\_\_\_  
Janelle Stahr, City Clerk

**ORDINANCE NUMBER 936**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, AMENDING ORDINANCE #589 ZONING ORDINANCE BY AMENDING SECTION 8 PLANNING AND ZONING COMMISSION, SECTION 29 ACCESSORY BUILDINGS AND USE REGULATIONS AND APPENDIX A-1 DEFINITIONS; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Board of Commissioners finds that it is in the best interest of the citizens of the City of Burkburnett to amend the Zoning Ordinance to remove ambiguity and amend the City rules regarding accessory buildings; NOW THEREFORE,

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS AS FOLLOWS:**

**Part I: Enacted**

THAT the Zoning Ordinance of the City of Burkburnett is hereby amended by amending portions of SECTION 8 PLANNING AND ZONING COMMISSION, SECTION 29 ACCESSORY BUILDINGS AND USE REGULATIONS and Appendix A-1 DEFINITIONS, which such amended portions shall read as follows:

**A. SECTION 8 PLANNING AND ZONING COMMISSION**

**8.2 CREATED; MEMBERSHIP; OFFICERS; RULES & BYLAWS:**

- F. The members of the Commission shall regularly attend meetings and public hearings of the Commission, shall serve without compensation, and shall not be an elected official or employee of the City of Burkburnett, Texas.

**B. SECTION 29 ACCESSORY BUILDING AND USE REGULATIONS**

- 29.1 In a single-family or multi-family district, an accessory building is a subordinate or incidental building, attached to or detached from the main building, not used for commercial purposes and not rented. Accessory buildings are not permitted on a lot without a main structure.
- 29.2 All requests to construct accessory buildings shall be submitted to the Building Official with a completed application form and a scaled site or lot drawing showing the proposed location of the requested accessory building in relation to existing and other proposed buildings and structures and adjacent property lines. The drawing shall accurately show dimensions of the requested accessory building and all applicable setbacks.

29.5 **AREA REGULATIONS FOR ACCESSORY BUILDINGS IN RESIDENTIAL AND MULTI-FAMILY DISTRICTS:**

**A. Yard and Setback Requirements:**

1. **Front Yard:** Detached accessory buildings shall be prohibited in front of the main building.
2. **Setback Requirements:**
  - (a) There shall be a side and rear setback from the property line of not less than five (5) feet for all accessory buildings.
  - (b) A minimum separation of ten (10) feet shall be maintained between any detached accessory building or structure and the primary or main structure.
  - (c) If an accessory building has an access or garage door greater than seven (7) feet wide adjacent to an alley or street, then the accessory building shall be setback a minimum of fifteen (15) feet from the alley, street right-of-way, or easement line.
  - (d) On corner lots the required setback from a property line shall be 15 feet. If a garage door or other access is adjacent to the street, then (c) above applies.
3. **Area and Size Requirements:**
  - (a) The maximum floor area size of the accessory building or structure shall not exceed 10% of the lot.
4. **Height Requirements:**
  - (a) The maximum wall height of an accessory building shall be 14 feet to the top of the top plate. The maximum roof height shall be 25 feet.
  - (b) Accessory buildings higher than allowed in (a) above may be permitted by Specific Use Provision (see Section 26 for SUP requirements).

**C. A-1 DEFINITIONS**

1. **ACCESSORY BUILDING (RESIDENTIAL)** – In a residential district, a subordinate building that is attached or detached and is used for a purpose that is incidental to the main structure but not involving the conduct of a business. Accessory buildings are not rentable

apart from the main structure. Examples may include, but are not limited to, the following: a private garage for automobile storage, tool shed, greenhouse as a hobby (no business), home workshop, children's playhouse, storage building, garden shelter, etc.

261. **STORY** - That portion of a building (above grade), other than a basement, that is included between the surface of any floor and the surface of the next floor above it or, if there is no floor above it, then the space between the floor and the ceiling above it. The average height for a story shall be defined as twelve feet (12'). The definition of a story does not include parapets, gables and other normal roof structures. In cases where the site has a significant slope, the number of stories (i.e., height) of a building shall be measured from point representing the average slope from front to back (or side to side) of the building. For definitions and height requirements for accessory buildings, see Section 29 of the Zoning Ordinance.

### **Part II: Repealer**

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or are in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of any such conflict.

### **Part III: Severability**

It is hereby declared to be the intention of the Board of Commissioners that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, and the remainder of this Ordinance shall be enforced as written.

### **Part IV: Compliance with Texas Open Meetings Act**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

### **Part V: Effective Date**

This Ordinance shall take effect immediately upon its passage.

**PASSED AND APPROVED THIS 18<sup>th</sup> DAY OF JUNE 2018.**

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**Carl law, Mayor  
City of Burkburnett, Texas**

**ATTEST:**

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**Janelle Stahr, City Clerk**

**ORDINANCE NUMBER 937**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 73: TRAFFIC SCHEDULES SCHEDULE I. ONE-WAY STREETS BY REMOVING AVENUE F AND EAST COLLEGE STREET; CREATING SCHEDULE III. NO THROUGH TRAFFIC TO ADD EAST COLLEGE STREET FOR SCHOOL TRAFFIC ONLY FROM 7:15 A.M. TO 3:45 P.M. ON DAYS SCHOOL IS IN SESSION; PROVIDING FOR A PENALTY; PROVIDING FOR NOTICE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on December 20, 2005, the Board of Commissioners adopted Ordinance Number 686 which made the East College Street between Avenue F and South Avenue D one-way in a westward direction and Avenue F one-way in a northward direction from 8:00 a.m. to 4:30 p.m. on days when the public schools are in session; and

**WHEREAS**, the City has received a request from the Burkburnett Independent School District to remove Avenue F from list of one-way streets and to prohibit through traffic on East College Street between Avenue F and South Avenue D while school is in session; and

**WHEREAS**, the Board of Commissioners finds that it is in the best interest of the safety of the faculty, staff and children who attend John G. Hardin Elementary and Burkburnett Middle School to prohibit through traffic on East College Street between Avenue F and South Avenue D from 7:15 a.m. to 3:45 p.m. on days when the public schools are in session;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS AS FOLLOWS:**

**Part I: Enacted**

THAT the Code of Ordinances for the City of Burkburnett is hereby amended by amending CHAPTER 73: TRAFFIC SCHEDULES, SCHEDULE I. ONE-WAY STREETS by removing Avenue F and East College Street from SCHEDULE I, by creating SCHEDULE III. NO THROUGH TRAFFIC and by adding East College Street between Avenue F and South Avenue D to SCHEDULE III. SCHEDULE III shall read as follows:

**SCHEDULE III. NO THROUGH TRAFFIC.**

The following streets, portion of streets and alleys are hereby established and designated as for no through traffic, and it shall be unlawful for any person to operate a vehicle on said streets, portion of streets and alleys for any purpose other than travel to or from residential and commercial

locations, including schools, within the streets, portion of streets and alleys designated in this Schedule III:

<u>STREET OR ALLEY</u>	<u>BETWEEN</u>	<u>HOURS</u>	<u>ORD. NO.</u>	<u>DATE</u>
East College Street	Ave. F and South Ave. D	7:15 a.m. to 3:45 p.m. on days when the public schools are in session		7-30-18

Penalty, see § 70.99

### **Part II: Repealer**

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or are in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of any such conflict.

### **Part III: Severability**

It is hereby declared to be the intention of the Board of Commissioners that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, and the remainder of this Ordinance shall be enforced as written.

### **Part IV: Compliance with Texas Open Meetings Act**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

### **Part V: Publication**

The City Clerk is hereby authorized and directed to cause publication of this Ordinance in accordance with law.

### **Part VI: Effective Date**

This Ordinance shall be in force and effect from and after its publication as required by law.

**PASSED AND APPROVED THIS 1<sup>st</sup> DAY OF AUGUST 2018.**

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**Carl Law, Mayor  
City of Burkburnett, Texas**

**ATTEST:**

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**Janelle Stahr, City Clerk**

**ORDINANCE NUMBER 938**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS AMENDING THE FISCAL YEAR 2019 GENERAL FUND AND CAPITAL IMPROVEMENT FUND; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, throughout the course of the budget year, events occur that require adjustments to be made to the current budget and or specifically the General Fund and Capital Improvement Fund Budgets;

**WHEREAS**, on July 16, 2018, the Board of Commissioners heard a presentation and request from the Journey’s End Cemetery Committee regarding the limited access to the Journey’s End Cemetery;

**WHEREAS**, the Cemetery is an active cemetery with only one-way access which causes safety issues;

**WHEREAS**, the Cemetery was named a Historic Texas Cemetery by the Texas Historical Commission in 2007; and

**WHEREAS**, to provide an accurate record of the City’s expenses, the General Fund and the Capital Improvement Fund be amended to record the adjustment for the drive way and parking Lot improvements at the Journey’s End Cemetery.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS THAT:**

**SECTION 1.** The Board of Commissioners voted to fund \$26,943.00 for driveway and parking lot improvements at the Journey’s End Cemetery by amending the following:

<u>Account #</u>	<u>Account Name</u>	<u>Amount</u>
Expenses		
Increase CIP Fund		
04-409-4035	Parking Lot	+\$26,943.00
Revenues		
Decrease General Fund		
01-2160	Due to CIP	-\$26,943.00

**SECTION 2.** In the event, any one or more of the provisions of this Ordinance should be declared to be invalid, unenforceable, or illegal; such invalidity, unenforceability, or illegality shall not affect the validity, enforcement, or legality of the remaining portions of this Ordinance.

**SECTION 3.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required by law and that public notice of time, place, and purpose of said meeting was given as required by law.

**PASSED AND APPROVED** on this the 17<sup>th</sup> day of September 2018.

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Carl Law, Mayor

**ATTEST:**

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Janelle Stahr, City Clerk

**ORDINANCE NUMBER 939**

**AN ORDINANCE ADOPTING THE FISCAL YEAR OPERATING BUDGET OCTOBER 1, 2018 – SEPTEMBER 30, 2019 FOR THE CITY OF BURKBURNETT, TEXAS AND APPROPRIATING THE SEVERAL SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS:**

**SECTION 1.**

That the City of Burkburnett's operating budget for the fiscal year ending September 30, 2019, which is hereto attached, was duly prepared and filed with the City Clerk, where it is available for inspection of any taxpayer.

**SECTION 2.**

That the operating budget for the City of Burkburnett, Texas hereto attached for the fiscal period ending September 30, 2019 in the amount of \$11,842,852 is hereby in all respects finally approved and adopted as so changed, and the same shall be and is filed with the City Clerk of said City.

**SECTION 3.**

That the several amounts specified for the several purposes named in said operating budget are hereby appropriated to and for such purposes.

**SECTION 4.**

That this ordinance shall take effect and be in full force after its date of passage.

**SECTION 5.**

The Board of Commissioners finds that this ordinance relates to the immediate preservation of the public peace, health, safety and welfare and that the City's operating budget should be adopted at the earliest possible moment to comply with Article VI, Section 2 of the City Charter, as amended to continue the essential services to Burkburnett citizens.

**PASSED AND APPROVED** on this 17<sup>th</sup> day of September 2018.

\_\_\_\_\_  
Carl Law, Mayor

**ATTEST:**

\_\_\_\_\_  
Janelle Stahr, City Clerk

**ORDINANCE NUMBER 940**

**AN ORDINANCE ADOPTING THE FISCAL YEAR CAPITAL IMPROVEMENT BUDGET OCTOBER 1, 2018 - SEPTEMBER 30, 2019 FOR THE CITY OF BURKBURNETT, TEXAS AND APPROPRIATING THE SEVERAL SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED, AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS:**

**SECTION 1.**

That the City of Burkburnett's capital improvement budget for the fiscal year ending September 30, 2019, which is hereto attached, was duly prepared and filed with the City Clerk where it is available for inspection of any taxpayer.

**SECTION 2.**

That the capital improvement budget for the City of Burkburnett, Texas attached for the fiscal period ending September 30, 2019 in the amount of \$710,707 and the same is hereby in all respects finally approved and adopted as so changed, and the same shall be filed with the City Clerk of said City.

**SECTION 3.**

That the several amounts specified for the several purposes named in said capital improvement budget are hereby appropriated to and for such purposes.

**SECTION 4.**

That this ordinance shall take effect and be in full force after its date of passage.

**SECTION 5.**

The Board of Commissioners finds that this ordinance relates to the immediate preservation of the public peace, health, safety and welfare and that the City's capital improvement budget should be adopted at the earliest possible moment. These planned capital improvements are to provide quality services to Burkburnett citizens.

**PASSED AND APPROVED** on this 17<sup>th</sup> day of September 2018.

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Carl Law, Mayor

**ATTEST:**

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Janelle Stahr, City Clerk

**ORDINANCE NUMBER 941**

**AN ORDINANCE LEVYING AN ANNUAL AD VALOREM TAX FOR THE YEAR 2018 SETTING SPECIFIC TAX RATES, APPLICABLE TO ALL REAL, PERSONAL AND MIXED PROPERTY SITUATED WITHIN THE CITY OF BURKBURNETT CITY LIMITS; SETTING THE DUE DATE AND PROVIDING FOR PENALTIES AND INTEREST ON DELIQUENT TAXES.**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS:**

**SECTION 1.**

That an ad valorem tax rate of \$0.725509 per \$100.00 of market value, as said values are fixed by the Wichita County Appraisal District, and the same is hereby levied for the year 2018 on all real property, personal property and mixed property located and situated within the city limits of the City of Burkburnett as of January 1, 2018.

**SECTION 2.**

That the above specified ad valorem tax rate be distributed as follows:

A. MAINTENANCE / OPERATIONS	\$0.520119/\$100
B. INTEREST AND SINKING DEBT	\$0.205390/\$100
TOTAL	\$0.725509/\$100

**SECTION 3.**

Any person failing to pay their taxes after January 31, 2019, shall be subject to maximum penalties thereon allowed by law to be collected on delinquent taxes. All delinquent taxes shall bear interest at the highest per annum interest rate allowed by law to be collected on delinquent taxes and shall bear interest from date of delinquency until paid.

**PASSED, APPROVED AND EFFECTIVE** this 17<sup>th</sup> day of September 2018.

\_\_\_\_\_  
Carl Law, Mayor

**ATTEST:**

\_\_\_\_\_  
Janelle Stahr, City Clerk

**ORDINANCE NUMBER 942**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 928 OF THE CITY OF BURKBURNETT, TEXAS PRESENTLY CODIFIED AS CHAPTER 50, GARBAGE AND REFUSE IN THE CODE OF ORDINANCES, SPECIFYING THE EFFECTIVE DATE; DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS:**

**SECTION 1.** That Chapter 50 of the Code of Ordinances of the City of Burkburnett be amended by changing Section 50.10 to the following:

**SECTION 50.10-COLLECTION CHARGES**

(A) The monthly rates for residential garbage service set by the Board of Commissioners shall be as follows:

<u>Service</u>	<u>Rates</u>
Residential collection	\$21.35
Once a week pickup-polycart	
Once a week call in-bulk pickup	
Senior Citizens (65/over)	\$17.29
Once a week pickup-polycart	
Once a week call in-bulk pickup	
Extra polycart	\$ 9.36

(B) The monthly rates for commercial garbage service set by the Board of Commissioners shall be as follows:

**CONTAINER**

<b>SIZE</b>	<b>1X</b>	<b>2X</b>	<b>3X</b>	<b>5X</b>
2 -Cubic Yd.	\$ 54.44	\$108.59	\$167.60	\$290.82
4-Cubic Yd.	\$ 90.97	\$183.81	\$283.95	\$508.05
6-Cubic Yd.	\$135.32	\$282.44	\$424.79	\$760.96
8-Cubic Yd.	\$179.71	\$365.65	\$565.65	\$1013.87

(C) The above schedule of rates shall be effective October 1, 2018.

**SECTION 2.** That this ordinance shall take effect immediately on all garbage bills rendered on or after October 1, 2018.

**SECTION 3.** In the event any one or more of the provisions of this Ordinance should be declared to be invalid, unenforceable or illegal; such invalidity, unenforceability or illegality shall not affect the validity, enforcement or legality of the remaining portions of this ordinance.

**SECTION 4.** It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law and that notice of the time, place and purpose of said meeting was given. This ordinance shall become effective following its publication as required by City Charter, Article IV, Section 20.

**PASSED AND APPROVED** on this 17<sup>th</sup> day of September 2018.

\_\_\_\_\_  
Carl Law, Mayor

**ATTEST:**

\_\_\_\_\_  
Janelle Stahr, City Clerk

**ORDINANCE NUMBER 943**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, ABANDONING A TEN-FOOT WIDE UTILITY EASEMENT ON THE EAST SIDE OF LOT 24, BLOCK 2 ROLLER ESTATES; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Burkburnett has ten-foot wide utility easements along the entire length of both the east and west sides of Lot 24, Block 2 Roller Estates in Burkburnett, Texas (the "Lot") as shown on Exhibit A;

WHEREAS, a corner of the house on the Lot encroaches on the east utility easement as shown on Exhibit A;

WHEREAS, since the City has utility easements on both sides of the Lot, the City does not need and, therefore, desires to abandon the utility easement on the east side of the Lot highlighted in yellow in Exhibit A (the "Abandoned Easement");

WHEREAS, the City currently has no utilities located in the Abandoned Easement and has not accepted dedication of the Abandoned Easement;

WHEREAS, the Board of Commissioners has determined that it will have no need of the Abandoned Portion in the future and deemed it in the best interest of the City to abandon its interest in the Abandoned Easement;

**NOW THEREFORE; BE IT ORDAINED BY THE BOARD OF COMMISSIONS OF THE CITY OF BURKBURNETT AS FOLLOWS:**

SECTION 1:

THAT, the City of Burkburnett does hereby abandon the Abandoned Easement shown in Exhibit A and makes no warranty as to the title to the Abandoned Easement.

SECTION 2:

This Ordinance shall take effect immediately upon its final passage.

Passed and approved this 17<sup>th</sup> day of September 2018.

**CITY OF BURKBURNETT, TEXAS**

\_\_\_\_\_  
Carl Law, Mayor

Attest:

\_\_\_\_\_  
Janelle Stahr, City Clerk

CITY OF BURKBURNETT§

STATE OF TEXAS

§

**AFFIDAVIT**

Before me, the undersigned authority, personally appeared who, being by me duly sworn, deposited as follows:

My name is Janelle Stahr, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of the City Clerk's Office for the City of Burkburnett Texas. Attached hereto are seven (7) pages of records known as Ordinance Number 944. The records are kept by me as City Clerk, City of Burkburnett, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is the original or exact duplicate of the official record.

\_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for said City, Texas, on this day personally appeared Janelle Stahr, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Notary/Public, State of Texas  
My commission expires:

## **ORDINANCE NUMBER 944**

### **AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, ADOPTING RULES FOR ON-SITE SEWAGE FACILITIES AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, due notice was given of a public meeting to determine whether the Board of Commissioners of the City of Burkburnett, Texas should enact an ordinance controlling or prohibiting the installation or use of on-site sewage facilities in the City of Burkburnett, Texas; and

WHEREAS, the Board of Commissioners of the City of Burkburnett, Texas finds that the use of on-site sewage facilities in the City of Burkburnett, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the Board of Commissioners of the City of Burkburnett, Texas has considered the matter and deems it appropriate to enact an Ordinance adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in the City of Burkburnett, Texas.

### **NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS:**

SECTION 1. THAT the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct;

SECTION 2. THAT the use of on-site sewage facilities in the City of Burkburnett, Texas is causing or may cause pollution or is injuring or may injure the public health;

SECTION 3. THAT an Ordinance for the City of Burkburnett, Texas be adopted entitled "On-Site Sewage Facilities", which shall read as follows:

## AN ORDINANCE ENTITLED ON-SITE SEWAGE FACILITIES

### SECTION 4. CONFLICTS.

This Ordinance repeals and replaces any other On-site Sewage Facility (OSSF) Ordinance for the City of Burkburnett, Texas.

### SECTION 5. ON-SITE SEWAGE FACILITY REGULATION AND ENFORCEMENT

The City of Burkburnett, Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the THSC and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in Section 8 of this Ordinance.

### SECTION 6. AREA OF JURISDICTION.

The Rules shall apply to all the area lying within the incorporated limits of the City of Burkburnett, Texas.

### SECTION 7. ON-SITE SEWAGE FACILITY RULES.

Any permit issued for an on-site sewage facility within the jurisdictional area of the City of Burkburnett, Texas must comply with the Rules adopted in Section 8 of this Ordinance.

### SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

The Rules, Title 30 Texas Administrative Code (TAC) Chapter 30, Subchapters A and G, and Chapter 285, promulgated by the TCEQ for on-site sewage facilities are hereby adopted, and all officials and employees of the City of Burkburnett, Texas, having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

### SECTION 9. INCORPORATION BY REFERENCE.

The Rules, 30 TAC Chapter 30, Subchapters A and G, and Chapter 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules.

SECTION 10. AMENDMENTS.

The City of Burkburnett, Texas wishing to adopt more stringent Rules for its OSSF Ordinance understands that the more stringent local Rule shall take precedence over the corresponding TCEQ requirement. Listed below are the more stringent Rules adopted by the City of Burkburnett, Texas:

- (1) A permit shall be required for all on-site sewage facilities (OSSF) regardless of acreage, and so the exception found in 30 TAC § 285.3(f)(2) shall not apply in the city limits.
- (2) Permits shall not transfer automatically to a new owner upon sale or other legal transfer of an OSSF, and so 30 TAC § 285.3(a)(3) shall not apply in the city limits. Within 60 days prior to the sale or transfer of any property on which a permitted OSSF exists, the seller or transferor must pay an inspection fee as established by the regulatory authority and have an inspection of the OSSF performed by a licensed designated representative of the health district. Only after the payment of such a fee and the conduction of an inspection in which the OSSF is found to be compliant, does the permit become transferable upon any sale or legal transfer which occurs within 60 days of the inspection. OSSFs for properties which transfer without the required fee and inspection shall be deemed to be invalid, and the new owner, buyer or transferor must pay the required fee and obtain the inspection before operating the OSSF.
- (3) Within 60 days prior to the sale or transfer of any property on which any OSSF, including an OSSF exempt from permitting requirements by 30 TAC § 285.3(f), exists, the seller or transferor must pay an inspection fee as established by the regulatory authority and have an inspection of the OSSF performed by a licensed designated representative of the health district. Only after the payment of such a fee and the conduction of an inspection in which the OSSF is found to be compliant, does the use of the system become transferable upon any sale or legal transfer which occurs within 60 days of the inspection. OSSFs for properties which transfer without the required fee and inspection shall be deemed to be invalid, and the new owner, buyer or transferor must pay the required fee and obtain the inspection before operating the OSSF.
- (4) The Aerobic Treatment Unit Sizing Chart in Table II of 30 TAC § 285.91(2) is replaced with the following:

Size of Home	Minimum Aerobic Tank Treatment Capacity in gallons per day
3 or fewer bedrooms and less than 2,501 sq. ft.	450
4 bedrooms and less than 3,501 sq. ft. or less than 4 bedrooms, larger than 2,500, but smaller than 3,501	600
5 bedrooms and less than 4,501 sq. ft. or less than 5 bedrooms, larger than 3,500, but smaller than 4,501	750
6 bedrooms and less than 5,501 sq. ft. or less than 6 bedrooms, larger than 4,500, but smaller than 5,501	900
7 bedrooms and less than 7,001 sq. ft. or less than 7 bedrooms, larger than 5,500, but smaller than 7,001	1050
8 bedrooms and less than 8,501 sq. ft. or less than 8 bedrooms, larger than 7,000, but smaller than 8,501	1200
9 bedrooms and less than 10,001 sq. ft. or less than 9 bedrooms, larger	1350

than 8,500, but smaller than 10,001	
10 bedrooms and less than 11,501 sq. ft. or less than 10 bedrooms, larger than 10,000, but smaller than 11,501	1500
For each additional bedroom above ten or every additional 1,500 sq. ft. of living area above 11,500	add 150

- (5) The following requirement is added to 30 TAC § 285.32(a): Structures which have more than one sewer stub out shall have a common connection of all sewer lines before the treatment system unless the treatment system is designed with more than one entrance.
- (6) The following requirement is added to 30 TAC § 285.3(d): Installers and their apprentices shall during installation, maintain on the job site copies of all approved plans, contracts, manifests, well data, and the specifications of the components relating to the installation of the OSSF, and shall make same available to the inspector until all required inspections are completed.
- (7) On-Site Sewage Facilities Maintenance and Management Practices: Maintenance contract requirements for all OSSF's are identified in 30 TAC 285.91 (12). Further, maintenance and management practices shall comply with 30 TAC 285.7 and 285.39.
- a. No homeowner/property owner shall be allowed to perform any maintenance on an on-site disposal system using aerobic treatment unless the homeowner/property owner:
1. Provides documentation of completing and passing a basic OSSF maintenance course approved by the regulatory authority for aerobic treatment units and the property to be maintained is owned by the trained home owner, or
  2. Holds a valid wastewater Class D license or higher wastewater treatment license, or
  3. Shows the OSSF was lawfully installed as of October 1, 2009, and has maintained said OSSF prior to that date may continue to do so.
  4. Demonstration from all of the above mentioned, must be able to illustrate to a licensed designated representative of the health district that he can perform the following procedures for maintaining the OSSF: replacing air filters, cleaning aerobic diffusers, spinners and agitators, cleaning pumps, testing for chlorine and/or fecal coliform, monitoring turbidity, scum and sludge build-up, controlling odor, and ensuring the application area is distributing properly and according to the original system design. The owner must inspect the OSSF and submit an inspection report to the health district every four months. An owner who fails to submit inspections as required shall not be permitted to self-maintain, and will be required to obtain a testing and reporting contract from a licensed OSSF maintenance provider.
- b. Each maintenance provider having contracts in Burkburnett shall register with Wichita Falls-Wichita County Public Health District (health district) Environmental Health Division. Maintenance provider registration shall be effective from the date of registration to December 31<sup>st</sup> of the same year. Renewal maintenance provider registration for the next year shall not be accepted before December 1<sup>st</sup> of the current year. New and renewal maintenance contracts will only be accepted from maintenance providers whose registration is current and in good standing. Maintenance provider registration shall be free of charge.

1. Maintenance providers who fail to perform maintenance testing at the required intervals, mark an inspection tag, or submit a report on time two (2) or more times during any twelve (12) month period may have their registration suspended for no longer than one (1) year in addition to any other penalties that may apply. No new or renewal maintenance contracts will be accepted from a maintenance provider during the time their registration is suspended.
  2. A licensed OSSF maintenance provider will submit an inspection report for each OSSF to the health district every four months. Renewal contracts shall be for a term of no less than one year and include at least 3 inspections. Contract renewals with the same maintenance provider will not be accepted by the health district unless all of the maintenance reports from the previous contract period have been received.
- (8) All components that need to be replaced on an OSSF shall be replaced by an individual licensed by the TCEQ to replace or repair the specific component. Said replacement must utilize components certified by the manufacturer for use on the specific model being maintained.

#### SECTION 11. DUTIES AND POWERS.

The Wichita Falls/Wichita County Public Health District is declared the designated representative for the enforcement of the rules under this division within the city. Individuals employed by the health district will represent the district as the designated representative; however, these individuals must be approved and certified by the Texas Commission on Environmental Quality before assuming the duties and responsibilities of the designated representative.

#### SECTION 12. COLLECTION OF FEES.

All fees collected for permits and/or inspections shall be made payable to the Wichita Falls Wichita County Public Health District. A fee of \$10 will also be collected for each on-site sewage facility permit to be paid to the credit of the TCEQ Water Resources Management Account as required by the THSC, Chapter 367.

#### SECTION 13. APPEALS.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Board of Commissioners of the City of Burkburnett, Texas.

#### SECTION 14 ENFORCEMENT PLAN

The City of Burkburnett, Texas clearly understands that, at a minimum, it must follow the requirements in 30 TAC § 285.71 Authorized Agent Enforcement of OSSFs.

This Ordinance adopts and incorporates all applicable provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341 and 366 of the THSC, Chapters 7, 26, and 37 of the TWC and 30 TAC Chapter 30, Subchapters A and G, and Chapter 285.

SECTION 14 or 15. SEVERABILITY

It is hereby declared to be the intention of the Board of Commissioners of the City of Burkburnett, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Board of Commissioners without incorporation in this Ordinance of such unconstitutional phrases, clauses, sentences, paragraphs, or sections.

SECTION 15 or 16. RELINQUISHMENT OF ORDINANCE

If the Board of Commissioners of the City of Burkburnett, Texas decides that it no longer wishes to regulate on-site sewage facilities in its area of jurisdiction, the Board of Commissioners, as the authorized agent, and the TCEQ shall follow the procedures outlined in 30 TAC § 285.10 (d) (1) through (4).

After relinquishing its OSSF authority, the authorized agent understands that it may be subject to charge-back fees in accordance with 30 TAC § 285.10 (d) (5) and §285.14 after the date that delegation has been relinquished.

SECTION 16 or 17. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its date of approval as required by law and upon the approval of the TCEQ.

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

APPROVED:

(SEAL)

\_\_\_\_\_  
Carl Law, Mayor

ATTEST:

\_\_\_\_\_  
Janelle Stahr, City Clerk