

## AGENDA

Notice is hereby given of a meeting of the Board of Commissioners of Burkburnett to be held on **Monday, October 19, 2015 at 7:00 p.m.** at City Hall-Council Chambers, 501 Sheppard Road, Burkburnett, Texas for the purpose of considering the following agenda items. The Board of Commissioners may discuss and take action on any item on this agenda. The Board of Commissioners reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public may speak on items listed on the posted agenda. All persons desiring to address a specific agenda item must submit an "Appearance before the City Commissioners" form prior to the reading of the item to the City Clerk, Janelle Dolan. The Mayor will allow comments before each agenda item for which they have requested to be heard. Comments will be limited to three (3) minutes with a maximum two (2) minute extension following approval by a majority of the members of the Board of Commissioners.

**Item 1.** Mayor: Call meeting to order.

**Item 2.** Invocation- Reverend John Munson, Vicar of St. John the Divine Anglican Church.

**Item 3.** Pledge of Allegiance.

**Item 4. CONSENT AGENDA:**

A. Approval of Minutes from September 8, September 15, and September 18 Special Called Meetings and September 21, 2015.

**Item 5.** Consider all matters incident and related to the issuance and sale of "City of Burkburnett, Texas, General Obligation Refunding Bonds, Series 2015", including the adoption of an ordinance authorizing the issuance of such bonds.

**Item 6.** Resolution Number 594. A joint resolution between the City and Wichita County for Comprehensive Emergency Management.

**Item 7.** Ordinance Number 890. An ordinance amending Chapter 94: Fire Prevention; Fireworks; prohibiting the sale or use of restricted fireworks within city limits; prohibiting the sale or use of restricted fireworks within city limits.

**Item 8.** Ordinance Number 891. An ordinance granting the authority for the execution of a waste services contract with IESI TX Corporation, requiring use of IESI TX Corporation for solid waste disposal within city limits and provide criminal penalties for non-compliance.

**Item 9.** Discuss and take any action necessary on entryway signs.

**Item 10.** Discuss and take any action regarding the placement of the national motto "In God We Trust" on police vehicles.

**Item 11.** Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the Board of Commissioners may convene in Executive Session regarding the following matters:

A. B. SECTION 551.072-Deliberation Regarding Real Property

a. Facility Assessment

**Item 12.** Reconvene to regular session and take action, if any, on matters discussed in Executive Session.

**Item 13.** Review of monthly reports.

A. Public Works

- Beverly Loop Addition –Street Improvements

**Item 14.** Public Comments.

The Board of Commissioners invites citizens to speak on any topic.

Please fill out an “Appearance Before City Commissioners” form in order to address the Commissioners and turn the form in prior to 7:00 p.m. to City Clerk, Janelle Dolan.

Public Comments are limited to five minutes. Time limits can be adjusted by the Mayor as to accommodate more or fewer speakers.

**Unless the item is specifically noted on this agenda, the Board of Commissioners is required under the Texas Open Meetings Act to limit its response to one of the following:**

- \*Responding with a statement of specific factual information or reciting the City’s existing policy on that issue; or
- \*Directing the person making the inquiry to visit with City Staff about the issue.

**Item 15.** City Manager’s report.

**Item 16.** Commissioner’s Comments.

Pursuant to Government Code Section 551.0415, City Commissioner Members may make a report about items of Community interest during a meeting of the governing body without having given notice of the report. Items of community interest include:

- \*Expressions of thanks, congratulations, or condolence;
- \*Information regarding holiday schedules;
- \*An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person’s public office of public employment is not an honorary or salutory recognition for purposes of this subdivision;
- \*A reminder about an upcoming event organized or sponsored by the governing body;
- \*Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- \*Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

**Item 17.** Adjournment.

I, Janelle Dolan, City Clerk for the City of Burkburnett, Texas do hereby certify that I posted this agenda on the glass front door of the City Hall, facing the outside at 11:00 a.m. on October 16, 2015 in compliance with the Open Meeting Act Chapter 551.

*Janelle Dolan*

Janelle Dolan, City Clerk

Posted 10/16/15 @ 11:00am

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 72 hours prior to this meeting. Please contact the City Clerk's office at (940) 569-2263 for further information.

## ***MINUTES***

### ***BOARD OF COMMISSIONERS***

The Board of Commissioners of the City of Burkburnett, Texas met in a special called meeting on September 8, 2015 at 6:00 p.m. in the Council Chambers of the City Hall, 501 Sheppard Road, Burkburnett, Texas. The meeting was open to the public with notice being given in compliance with the Open Meetings Act. The following Commissioners were present:

Carl Law	Mayor
Bill Lindenborn	Mayor Pro-Tem
Randy Brewster	Commissioner
Frank Ducos	Commissioner
Don Hardy	Commissioner
Marguerite Love	Commissioner
Michael Tugman	Commissioner

Others present: Mike Whaley, City Manager; Trish Holley, Director of Administration; Janelle Dolan, City Clerk; Gordon Smith, Public Works Director; Ed Stahr, Police Chief; and Gary Robinett, Economic Development Director.

Also present: Dan Marick, Foursquare Healthcare.

Item 1. Mayor Law called the meeting to order and welcomed the visitors.

Item 2. Invocation was given by Commissioner Lindenborn.

Item 3. The Pledge of Allegiance was led by Commissioner Tugman.

Item 4. Mayor Law closed the regular meeting at 6:01 p.m. and opened the “Budget Hearing” to discuss:

- a) Proposed City Operating Budget for Fiscal Year 2015-2016
- b) Proposed Property Tax Rate for Fiscal Year 2015-2016
- c) Residential Curbside Recycling

Mike Whaley, City Manager, addressed the Mayor and Commissioners. Mr. Whaley presented a balanced budget and reviewed the proposed tax rate is \$0.693262/per \$100 (M&O- \$0.518817 and I&S- \$.174445) which is an increase in the M&O of \$0.019902 over last year’s M&O rate and an increase of \$0.000098 in the I&S rate for a total increase of \$0.02.

The following addressed the Mayor and Commissioners:

Joyce Arrington, 403 S. Holly  
Roger Stauffer, 1104 Dove Ln.  
Robert Jones, 1105 Pheasant

Item 5. Mayor Law closed the “Budget Hearing” at 6:15 p.m. and re-opened the Commissioners meeting.

Item 6. No action was taken.

Item 7. Resolution Number 592 was presented in its entirety. A resolution authorizing an economic incentive agreement between the Burkburnett Development Corporation and Burke NH Realty, LTD., for job creation. First reading, no action taken.

Item 8. Resolution Number 593 was presented in its entirety. A resolution authorizing an economic incentive agreement between the Burkburnett Development Corporation and Burke NH Realty, LTD., for sanitary sewer line relocation. First reading, no action taken.

Item 9. City Manager Comments

Item 10. Commission Comments.

Item 11. Motion was made by Commissioner Tugman, seconded by Commissioner Lindenborn to adjourn. Motion carried unanimously.

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Carl Law, Mayor

**ATTEST:**

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Janelle Dolan, City Clerk

## ***MINUTES***

### ***BOARD OF COMMISSIONERS***

The Board of Commissioners of the City of Burkburnett, Texas met in a special called meeting on September 15, 2015 at 6:00 p.m. in the Council Chambers of the City Hall, 501 Sheppard Road, Burkburnett, Texas. The meeting was open to the public with notice being given in compliance with the Open Meetings Act. The following Commissioners were present:

Carl Law	Mayor
Bill Lindenborn	Mayor Pro-Tem
Randy Brewster	Commissioner
Frank Ducos	Commissioner
Don Hardy	Commissioner
Marguerite Love	Commissioner
Michael Tugman	Commissioner

Others present: Mike Whaley, City Manager; Trish Holley, Director of Administration; Janelle Dolan, City Clerk; Gordon Smith, Public Works Director; Ed Stahr, Police Chief; and Gary Robinett, Economic Development Director.

Item 1. Mayor Law called the meeting to order and welcomed the visitors.

Item 2. Invocation was given by Commissioner Love.

Item 3. The Pledge of Allegiance was led by Commissioner Hardy.

Item 4. Mayor Law closed the regular meeting at 6:01 p.m. and opened the “Budget Hearing” to discuss:

- a) Proposed City Operating Budget for Fiscal Year 2015-2016
- b) Proposed Property Tax Rate for Fiscal Year 2015-2016

Mike Whaley, City Manager, addressed the Mayor and Commissioners. Mr. Whaley presented a balanced budget and reviewed the proposed tax rate is \$0.693262/per \$100 (M&O- \$0.518817 and I&S- \$.174445) which is an increase in the M&O of \$0.019902 over last year’s M&O rate and an increase of \$0.000098 in the I&S rate for a total increase of \$0.02.

The following addressed the Mayor and Commissioners:  
Terry Skinner, 941 Tejas

c) Residential Curbside Recycling

Mr. Whaley addressed the Mayor and Commissioners and reviewed options for residential curbside recycling:

**Option 1:** Add curbside residential recycling is \$4.40 per home

Requirements:

- ▶ Reduce franchise fee by \$16,807 annually (approximately 3%)
- ▶ Reduce free roll offs from 144 to 36 annually
- ▶ Increase commercial rates 10% (include CPI at 2%)

In addition: If the City purchases ploy carts at the approximate cost of \$175,000, the rate can be reduced from \$4.40 per home to \$3.40 per home.

**Option 2:** Add curbside residential recycling is \$4.15 per home

Requirements:

- ▶ Reduce franchise fee by \$16,807 annually (approximately 3%)
- ▶ Reduce free roll offs from 144 to 0 (close Citizen Collection Station)
- ▶ Increase commercial rates 10% (include CPI at 2%)

In addition: If the City purchases ploy carts at the approximate cost of \$175,000, the rate can be reduced from \$4.15 per home to \$3.15 per home.

Mr. Whaley presented the results from both the online and written surveys.

**Q1: In general, would you be in favor of a curbside recycling program in Burkburnett?**

Very Likely	Likely	Somewhat Likely	Not Likely	Not at all Likely	Total	
45	11	7	14	44	121	
40	12	12	19	68	151	
42	21	12	21	77	173	
53	19	12	20	71	175	
124	29	30	18	55	256	online
304	92	73	92	315	876	

**Q2: If available, how likely would you be to use this service?**

Very Likely	Likely	Somewhat Likely	Not Likely	Not at all Likely	Total	
45	10	8	14	45		
41	13	10	18	69		
44	18	13	26	72		
54	18	15	21	67		
120	31	32	21	52	52	online
304	90	78	100	305	877	

**Q3: Would you be willing to pay an additional fee for this service?**

Very Likely	Likely	Somewhat Likely	Not Likely	Not at all Likely	Total
22	15	10	13	63	
20	8	6	20	97	
19	18	9	15	111	
27	17	14	20	96	
48	23	31	35	119	online
136	81	70	103	486	876

**Q 4: If this service were available at \$4.40 a month, would you be in favor of beginning the program in Burkburnett?**

Very Likely	Likely	Somewhat Likely	Not Likely	Not at all Likely	Total
25	15	5	13	63	
24	8	3	18	98	
25	16	8	14	109	
36	11	11	15	101	
71	19	24	25	117	online
181	69	51	85	488	874

Item 5. Mayor Law closed the “Budget Hearing” at 6:11 p.m. and re-opened the Commissioners meeting.

Item 6. Motion was made by Commissioner Hardy, seconded by Commissioner Tugman to proceed with curbside recycling in Burkburnett with option 1 (City not purchasing polycarts).

Ayes: Commissioners Ducos, Hardy and Tugman

Nays: Mayor Law; Commissioners Lindenborn, Brewster and Love

Motion failed.

Item 7. Resolution Number 592 was presented in its entirety. A resolution authorizing an economic incentive agreement between the Burkburnett Development Corporation and Burke NH Realty, LTD., for job creation. Gary Robinett, Economic Development Director, addressed the Mayor and Commissioners and stated that Don Miller, owner of Foursquare Healthcare approached the City of Burkburnett about the development of a skilled nursing facility and possible incentives available for the development. Mr. Robinett provided some of the details of the proposed development: 52,000 square foot building, 7-8 million dollar investment, approximately 130 employees, 4 million dollar payroll, wage structure from \$9.00 per hour up to salary of \$125,000 annually. The site selection of the development is located along the I-44 corridor. The total agreement amount is for \$90,000.00 which constitutes \$1,500 for 60 employees. The amount would not be paid until a certificate of occupancy is issued for the facility. There is a two year

*Minutes, September 15, 2015*

forgiveness with the requirement to verify the facility's payroll every six months in which, if requirements are met, \$22,500 will be forgiven.

Motion was made by Commissioner Lindenborn, seconded by Commissioner Brewster to approve Resolution Number 592 as presented. Motion carried unanimously.

Item 8. Resolution Number 593 was presented in its entirety. A resolution authorizing an economic incentive agreement between the Burkburnett Development Corporation and Burke NH Realty, LTD., for sanitary sewer line relocation. Mr. Robinett stated this is second agreement with Don Miller, owner of Foursquare Healthcare for the development of a skilled nursing facility. The total agreement amount is for \$132,000. The amount is to be paid into an escrow account at the closing of the property. The facility will be forgiven \$66,000 at completion of sanitary sewer and the remaining \$66,000 after issuance of Certificate of Occupancy.

Motion was made by Commissioner Brewster, seconded by Commissioner Tugman to approve Resolution Number 593 with the following correction: (last sentence of page 1) In the event Burke NH Realty, LTD. fails to both relocate the sanitary sewer and receive its Certificate of Occupancy by December 31, 2017... Motion carried unanimously.

Item 9. Mr. Whaley addressed the Mayor and Commissioners and stated there has been a request to review how we address the maintenance of native undeveloped land in Burkburnett. Mr. Whaley provided aerial photos that show some of the areas of reference. Historically the City has not enforced or required any type of grounds maintenance as it pertains to native/undeveloped land. Mr. Whaley stated if you choose to change that, there are various ways it can be accomplished. Mr. Whaley provided a few examples of how other communities have addressed this issue. Mr. Whaley stated if you decide that you want to address maintenance of native land, then his recommendation would be to instruct staff to create an ordinance requiring a "fire break" (25'-50') on native land adjacent to the right of way, easement, and developed residential and commercial property. He believes this would satisfy any concerns regarding grounds maintenance. There may be additional details to work out. (Such as how to address large tract residential lots on Roller Rd/ FM 369 that have shared property lines on native areas of the lots.- Reference Aerial Photo).

Motion was made by Commissioner Hardy, seconded by Commissioner Tugman to postpone action on this agenda item until the Board of Commissioners has received additional information. Motion carried unanimously.

Item10. Mayor Law closed the meeting at 6:57 p.m. and opened the Executive Session pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code; the Board of Commissioners may convene in Executive Session regarding the following

#### A. SECTION 551.072-Deliberation Regarding Real Property

- a. Citi Building
- b. McCullough Building

Item 11. Mayor Law reconvened the regular meeting at 8:06 p.m. No action was taken.

Item 12. City Manager Comments:

- Meeting Schedule – September 18 at 6pm Special Called Meeting, September 21 at 7 pm Regular Scheduled Meeting
- TML Annual Conference - September 23-25, San Antonio
- Boomtown Glow Run 5K and Friendship Festival – October 2 and 3

Item 13. Commission Comments.

Item 14. Motion was made by Commissioner Brewster seconded by Commissioner Ducos to adjourn. Motion carried unanimously.

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Carl Law, Mayor

**ATTEST:**

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Janelle Dolan, City Clerk

**MINUTES**

**BOARD OF COMMISSIONERS**

The Board of Commissioners of the City of Burkburnett, Texas met in a special called meeting on September 18, 2015 at 6:00 p.m. in the Council Chambers of the City Hall, 501 Sheppard Road, Burkburnett, Texas. The meeting was open to the public with notice being given in compliance with the Open Meetings Act. The following Commissioners were present:

Carl Law	Mayor
Bill Lindenborn	Mayor Pro-Tem
Randy Brewster	Commissioner
Frank Ducos	Commissioner
Don Hardy	Commissioner
Marguerite Love	Commissioner
Michael Tugman	Commissioner

Others present: Mike Whaley, City Manager; Trish Holley, Director of Administration; Janelle Dolan, City Clerk; Gordon Smith, Public Works Director; Ed Stahr, Police Chief; Rod Ryalls, Fire Chief; and Gary Robinett, Economic Development Director.

Item 1. Mayor Law called the meeting to order and welcomed the visitors.

Item 2. Invocation was given by Commissioner Ducos.

Item 3. The Pledge of Allegiance was led by Commissioner Love.

Item 4. Ordinance Number 888 was presented in its entirety. Caption of same being:

AN ORDINANCE RE-APPOINTING DAN TOMPKINS AS MUNICIPAL JUDGE FOR A TWO-YEAR TERM COMMENCING ON THE EFFECTIVE DATE OF THIS ORDINANCE AND ENDING SEPTEMBER 30, 2017; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Commissioner Tugman, Seconded by Commissioner Hardy to approve Ordinance Number 888 as presented. Motion carried unanimously. The Oath of Office was administered to Dan Tompkins by City Clerk/Public Notary Janelle Dolan.

Item 5. Gary Robinett, Burkburnett Development Corporation (BDC) Executive Director, addressed the Mayor and Commissioners and presented a balanced budget for Fiscal Year 2016.

Motion was made by Commissioner Brewster, seconded by Commissioner Lindborn to approve the Fiscal Year 2016 BDC budget as presented. Motion carried unanimously.

Item 6. Mr. Robinett addressed the Mayor and Commissioners and reviewed the BDC Fiscal Year 2015 Annual Report and Program of Work for Fiscal Year 2016.

Item 7. Ordinance Number 884 was presented in its entirety. Caption of same being:

AN ORDINANCE ADOPTING THE FISCAL YEAR OPERATING BUDGET OCTOBER 1, 2015 – SEPTEMBER 30, 2016 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.

Motion was made by Commissioner Hardy, seconded by Commissioner Ducos to approve Ordinance Number 884 as presented. Motion carried unanimously.

Item 8. Ordinance Number 885 was presented in its entirety. Caption of same being:

AN ORDINANCE ADOPTING THE FISCAL YEAR CAPITAL IMPROVEMENT BUDGET OCTOBER 1, 2015 - SEPTEMBER 30, 2016 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.

Motion was made by Commissioner Brewster, seconded by Commissioner Love to approve Ordinance Number 885 as presented. Motion carried unanimously.

Item 9. Ordinance Number 886 was presented in its entirety. An ordinance setting the 2015 Tax Rate.

AN ORDINANCE LEVYING AN ANNUAL AD VALOREM TAX FOR THE YEAR 2015 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.

Motion was made by Commissioner Ducos, seconded by Commissioner Love to approve Ordinance Number 886 as presented. Motion carried unanimously.

Item 10. Ordinance Number 887 was presented in its entirety. An ordinance to adjust the City of Burkburnett garbage rates.

AN ORDINANCE AMENDING ORDINANCE NUMBER 843 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.

Motion was made by Commissioner Lindenborn, seconded by Commissioner Brewster to approve Ordinance Number 887 as presented. Motion carried unanimously.

Item 11. Residential Curbside Recycling-no action taken.

Item 12. No public comments.

Item 13. City Manager Comments:

- BVFD Awards Ceremony – October 1<sup>st</sup> 7pm
- TML Annual Conference – September 23<sup>rd</sup>-25<sup>th</sup>
- Glow Run 5K/Friendship Festival – October 2<sup>nd</sup> & 3<sup>rd</sup>

Item 14. Commission Comments.

Item 15. Motion was made by Commissioner Love seconded by Commissioner Ducos to adjourn. Motion carried unanimously.

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Carl Law, Mayor

**ATTEST:**

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Janelle Dolan, City Clerk

## ***MINUTES***

### ***BOARD OF COMMISSIONERS***

The Board of Commissioners of the City of Burkburnett, Texas met in a regular meeting on Monday September 21, 2015 at 7:00 p.m. in the Council Chambers of the City Hall, 501 Sheppard Road, Burkburnett, Texas. The meeting was open to the public with notice being given in compliance with the Open Meetings Act. The following Commissioners were present:

Carl Law	Mayor
Bill Lindenborn	Mayor Pro Tem
Randy Brewster	Commissioner
Don Hardy	Commissioner
Marguerite Love	Commissioner

Commissioners Ducos and Tugman were not present.

Others present: Mike Whaley, City Manager; Trish Holley, Director of Administration; Gordon Smith, Director of Public Works; Janelle Dolan, City Clerk; Ed Stahr, Police Chief; Gary Robinett, Economic Development Director; and Jeanmarie Baer, Perdue, Brandon, Fielder, Collins & Mott, LLP.

Item 1. Mayor Law called the meeting to order and welcomed the visitors.

Item 2. Invocation was given by Robert Blackmon, Youth Minister, Central Baptist Church.

Item 3. The Pledge of Allegiance was led by Commissioner Lindenborn.

Item 4. Consent Agenda.

- A. Approval of Minutes from August 6 and August 11 Special Called Budget Meetings and August 17, 2015 Regular Meeting.

Motion was made by Commissioner Love, seconded by Commissioner Lindenborn to approve Consent Agenda 4. Motion carried unanimously.

Item 5. Mike Whaley, City Manager, addressed the Mayor and Commissioners and stated last month at our regularly scheduled meeting, Resolution 591 was passed authorizing the sale of delinquent properties by sealed bid pursuant to Section 34.05(a) and (b) of the Texas Property Tax Code and the Texas Rules of Civil Procedure. We will review any sealed bids and determine the acceptance of the bids based upon the minimum required bid for each individual property. Mr. Whaley stated the following bids were received: 0 Floyd Street, Lots 18 & 19, Jacks Addn., minimum bid required \$895. A bid

of \$500 was received from Providence Baptist Church. If the City accepts this bid, the City will have to contact Wichita County and Burkburnett Independent School District to see if they will accept this bid also. The second bid: 0 Floyd Street 200' X 365' Abst. 335, Dubose Survey, minimum bid required \$668. A bid of \$800 was received from Providence Baptist Church. Mr. Whaley stated it is his recommendation that both bids be accepted for the properties.

Motion was made by Commissioner Lindenborn, seconded by Commissioner Hardy to accept the bid of \$500 for 0 Floyd Street, Lots 18 & 19, Jacks Addn. Motion carried unanimously.

Motion was made by Commissioner Hardy, seconded by Commissioner Lindenborn to accept the bid of \$800 for 0 Floyd Street 200' X 365' Abst. 335, Dubose Survey. Motion carried unanimously.

Item 6. Gordon Smith, Director of Public Works, addressed the Mayor and Commissioners and stated a final plat application was presented by Mr. Wayne Methvin and Mr. Perry Hamilton owners of 609 Red River Expressway. The applicants are requesting the property known as 2.61 Acres out of the Red River Valley Lands, Block 8 to be platted to allow them to proceed to the next steps in obtaining a building permit, then a Certificate of Occupancy. Their proposed plans are to construct and operate a proposed 8,000 square foot facility to conduct the daily business of Automotive Repair “major”. Mr. Smith stated the Planning and Zoning Commission met on September 17, 2015 and voted unanimously to recommend approval of the Final Plat Burk Light Truck & Auto Addition, Lot 1, Block 1 to the City Commissioners. Staff also recommends approval.

Motion was made by Commissioner Lindenborn, seconded by Commissioner Brewster to approve the final plat for Lot 1 Block 1, Burk Light Truck and Auto Addition, formerly known as 2.61 Acres out of the Red River Valley Lands, Block 8 (609 S. Red River Expressway). Motion carried unanimously.

Item 7. Mayor Law closed the regular meeting at 7:10 p.m. and opened the “Public Hearing” for the following Planning & Zoning Commission Cases:

- A. Case #2015-23, Specific Use Provision for Lot 1 Block 1, Burk Light Truck and Auto Addition, formerly known as 2.61 Acres out of the Red River Valley Lands, Block 8 to allow for an auto repair facility, (classification: major), (609 S. Red River Expressway).

Gordon Smith, Director of Public Works, addressed the Mayor and Commissioners and stated a specific use application was presented by Mr. Wayne Methvin and Mr. Perry Hamilton owners of 609 Red River Expressway. The applicant is requesting a Specific Use Provision to construct and operate a proposed 8,000 square foot facility to conduct the daily business of Automotive Repair “major”. If approved the applicant will be able

to operate an Automotive Repair business in the C/B Commercial Business District at the above location. Site plan is included with the specific use application. Mr. Smith stated all public notices as required by the Zoning Ordinance were sent to all properties owners with 200 feet of the proposed district.

The following addressed the Mayor and Commissioners:

Wayne Methvin, 903 Jewel

Item 8. Mayor Law closed the “Public Hearing” at 7:13 p.m. and reopened the regular meeting to take action on the Planning & Zoning Commission Cases:

A. Case #2015-23, Specific Use Provision for Lot 1 Block 1, Burk Light Truck and Auto Addition, formerly known as 2.61 Acres out of the Red River Valley Lands, Block 8 to allow for an auto repair facility, (classification: major), (609 S. Red River Expressway).

Motion was made by Commissioner Brewster, seconded by Commissioner Hardy to approve Case#2015-23, Specific Use Provision for Lot 1 Block 1, Burk Light Truck and Auto Addition, formerly known as 2.61 Acres out of the Red River Valley Lands, Block 8 to allow for an auto repair facility, (classification: major), (609 S. Red River Expressway). Motion carried unanimously.

Item 9. Mr. Whaley addressed the Mayor and Commissioners and stated staff is presenting the status of 216 E 3<sup>rd</sup> St for review and direction. The Board of Commissioners had given the owners additional time to demolish and clean the property. The owners were able to secure a permit and place a screening wall in front of the premise. However, the permit has expired after six months and the debris inside the building has not been removed. It does not appear that anything has been accomplished in the clean-up of the property in the last six months since the permit was secured and there are some health and safety issues. Mr. Whaley stated he recommends the City take over the cleaning of the property and removal of debris. The City will then file a lien against the property for costs associated with the project which is estimated to cost \$8,000.

The following addressed the Mayor and Commissioner:

Misti Gossett, 216 E. Third St.

Motion was made by Commissioner Brewster, seconded by Commissioner Lindenborn to accept the City Manager’s recommendation that the City take over demolition and clean-up of the property. Motion carried unanimously.

Item 10. No public comments:

Item 11. City Manager’s report.

- TML Announcements-TML Annual Meeting September 23-25
- Boomtown Glow Run 5K/Friendship Festival- October 2 and 3

Item 12. No Commissioner comments.

Item 13. Motion was made by Commissioner Brewster, seconded by Commissioner Hardy to adjourn. Motion carried unanimously.

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Carl Law, Mayor

**ATTEST:**

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Janelle Dolan, City Clerk



## City Commission Agenda Memo

**From:** Mike Whaley  
City Manager

**Date:** October 19<sup>th</sup>, 2015

**Item:** Bond Refund

### Background

Attached See First Southwest Bond Summary

### Fiscal Impact

See Summary

### Options

- Approve Refund Bond Ordinance
- Take no action

### Staff Recommendation

Staff recommends approval of Refund Bond as presented by First Southwest

### Attachments

Bond Summary  
Refund Calendar  
Debt Book Tables  
Draft Ordinance

Mike,

As a follow up, S&P has affirmed the City's A+ rating.  
We will forward the report once it becomes available.

Nick

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**From:** Nick Bulaich

**Sent:** Thursday, October 8, 2015 1:52:36 PM

**To:** Mike Whaley

**Cc:** David Medanich; Trish Holley

**Subject:** Refunding Overview - Burkburnett

Mike,

As requested, I have attempted to provide a short narrative of the plan of finance for the City's upcoming refunding.

As you are aware, this refunding/refinancing has two different functions that we are tracking independently, however, it is one bond issue. As of today, the overall bond issue's average interest rate is projected at 2.77%.

First off, the transaction is refunding, for savings, the outstanding 2003 Certificates of Obligation and the 2006 General Obligation Bonds. The average outstanding interest rate for these two bond issues is 4.30%. The average interest rate of the new bonds associated with this component of the transaction is projected at 2.36%. The projected total savings that the City will realize from this refunding is approximately \$200,000. The savings number is net of any issuance costs (paid through the bond issue), and the new bonds are not extending the final maturity date of the 2003 or 2006 issues.

The other component to this transaction is that we are refunding the 2014 Tax Notes to a 20 year payout which is how the transaction would have been structured if a long term financing option was available at that time. (As a reminder, we could only issue tax notes because the City had to move quickly and could not wait on the required issuance process associated with certificates of obligation). Since we are extending the final term of the issue (and still within the useful life of the asset), the City will incur extra interest expense and therefore, not realize a total savings. However, since tax notes can't exceed a 7 year maturity by law, the debt service increases from about \$100,000 2016-2018 to \$465,000 2019-2021 to accommodate the principal payments. This refunding mitigates the future debt service increase. The projected average interest rate for this portion of the refunding is 3.15%. The existing tax notes are outstanding at a rate of 2.95%. The extra interest expense as a result of moving the final maturity from 2021 to 2034 is about \$348,000 in total.

Also for your informational purposes, attached is a Bond Buyer's Index Chart which shows general trends of municipal tax-exempt interest rates.

Please let me know if you need anything else or have any questions.

Nick

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**Nick Bulaich**  
**Senior Vice President**  
**FirstSouthwest**

direct 817.332.9710 fax 817.336.5572  
777 Main Street, Suite 1200, Fort Worth, TX 76102



**General Obligation Refunding Bonds, Series 2015**

**Projected Schedule of Events**

Aug-15						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Sep-15						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Oct-15						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Nov-15						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

<b>Complete By</b>	<b>Day</b>	<b>Event</b>
7-Aug-15	Friday	Provide initial drafts of Preliminary Official Statement to City and Bond Counsel for comments and modifications
8-Sep-15	Tuesday	Receive Preliminary Official Statement information from City
11-Sep-15	Friday	Send revised draft Preliminary Official Statement to City, Bond Counsel and Underwriter's Counsel for comments and modifications and to credit rating agencies
14-Sep-15	Week of	Rating Agency Conference Calls Underwriter's Counsel Due Diligence Call
9-Oct-15	Friday	Receive credit ratings
12-Oct-15	Monday	Distribute Preliminary Official Statement electronically through i-Deal Prospectus to Underwriters
19-Oct-15	Monday	<b>City Council adopts Ordinances and approves Bond Purchase Agreements</b>
19-Nov-15	Thursday	Closing and delivery of funds

# City of Burkburnett, Texas

All Outstanding General Obligation Debt

As of May 15, 2014

(000)'s

Year Ending September 30	\$1,525,000 Tax Notes Series 2014		\$4,400,000 General Obligation Bonds Series 2013		\$2,475,000 General Obligation Refunding Bonds Series 2010		\$3,375,000 General Obligation Bonds Series 2008		\$3,400,000 General Obligation Bonds Series 2006		\$1,040,000 Tax & Waterworks & Sewer System Revenue Certificates of Obligation Series 2003	
	Principal	Coupon	Principal	Coupon	Principal	Coupon	Principal	Coupon	Principal	Coupon	Principal	Coupon
2014			65	5.000%	135	2.000%	135	3.820%	150	6.000%	75	3.800%
2015	35	2.950%	85	5.000%	135	2.500%	140	3.820%	155	5.250%	80	4.000%
2016	55	2.950%	90	4.250%	145	3.000%	150	3.820%	160	4.250%	80	4.000%
2017	55	2.950%	90	4.250%	145	3.250%	155	3.820%	170	4.250%	85	4.350%
2018	55	2.950%	95	4.250%	155	3.500%	160	3.820%	175	4.250%	90	4.350%
2019	430	2.950%	95	4.250%	160	3.500%	170	3.820%	185	4.250%	95	4.350%
2020	440	2.950%	95	4.250%	165	3.500%	175	3.820%	195	4.250%		
2021	455	2.950%	100	4.250%	175	4.000%	185	3.820%	200	4.250%		
2022			105	4.250%	180	4.000%	190	3.820%	210	4.250%		
2023			105	4.250%	190	4.000%	200	3.820%	220	4.250%		
2024			60	4.250%	205	4.000%	210	3.820%	230	4.350%		
2025			60	4.250%	210	4.000%	220	3.820%	240	4.350%		
2026			65	4.250%	215	4.000%	225	3.820%	250	4.350%		
2027			330	4.250%			235	3.820%				
2028			340	4.250%			245	3.820%				
2029			485	4.250%								
2030			500	4.250%								
2031			525	4.250%								
2032			545	4.250%								
2033			565	4.250%								
<b>TOTALS</b>	1,525		4,400		2,215		2,795		2,540		505	
Next Call	Currently Callable		2/15/2023 @ Par		2/15/2020 @ Par		2/15/2018 @ Par		2/15/2016 @ Par		Currently Callable	
Adv. Refundable	100%		100%		0%		100%		100%		100%	
Dated Date	3/1/2014		7/15/2013		4/15/2010		5/15/2008		7/15/2006		11/1/2003	
Coupon Dates Maturity Dates	February 15 August 15 February 15	February 15 August 15 February 15	February 15 August 15 February 15	February 15 August 15 February 15	February 15 August 15 February 15	February 15 August 15 February 15	February 15 August 15 February 15	February 15 August 15 February 15	February 15 August 15 February 15	February 15 August 15 February 15	February 15 August 15 February 15	February 15 August 15 February 15
Insurer	N/A		BAM		Assured Guaranty		N/A		CIFG		Assured Gauranty	
Arbitrage Yield	2.9471%		3.8080%		3.6705%		3.8193%		4.2854%		4.0079%	
Paying Agent	Fidelity Bank		Bank of New York		Bank of New York		Bank of America		Bank of New York		Bank of New York	
Purpose	New Money		New Money		Refunding: Series 2001		New Money		New Money		New Money	
<b>Color Legend</b>												
Non-Callable <span style="color: red;">Callible and Advance Refundable</span>												
Callable and Partially Advance Refundable <span style="color: blue;">Callible and Not Advance Refundable</span>												

# City of Burkburnett, Texas

All Outstanding General Obligation Debt

As of April 17, 2015

(000)'s

Year Ending September 30	\$1,525,000 Tax Notes Series 2014		\$4,400,000 General Obligation Bonds Series 2013		\$2,475,000 General Obligation Refunding Bonds Series 2010		\$3,375,000 General Obligation Bonds Series 2008		\$3,400,000 General Obligation Bonds Series 2006		\$1,040,000 Tax & Waterworks & Sewer System Revenue Certificates of Obligation Series 2003	
	Principal	Coupon	Principal	Coupon	Principal	Coupon	Principal	Coupon	Principal	Coupon	Principal	Coupon
2015	35	2.950%	85	5.000%	135	2.500%	140	3.820%	155	5.250%	80	4.000%
2016	55	2.950%	90	4.250%	145	3.000%	150	3.820%	160	4.250%	80	4.000%
2017	55	2.950%	90	4.250%	145	3.250%	155	3.820%	170	4.250%	85	4.350%
2018	55	2.950%	95	4.250%	155	3.500%	160	3.820%	175	4.250%	90	4.350%
2019	430	2.950%	95	4.250%	160	3.500%	170	3.820%	185	4.250%	95	4.350%
2020	440	2.950%	95	4.250%	165	3.500%	175	3.820%	195	4.250%		
2021	455	2.950%	100	4.250%	175	4.000%	185	3.820%	200	4.250%		
2022			105	4.250%	180	4.000%	190	3.820%	210	4.250%		
2023			105	4.250%	190	4.000%	200	3.820%	220	4.250%		
2024			60	4.250%	205	4.000%	210	3.820%	230	4.350%		
2025			60	4.250%	210	4.000%	220	3.820%	240	4.350%		
2026			65	4.250%	215	4.000%	225	3.820%	250	4.350%		
2027			330	4.250%			235	3.820%				
2028			340	4.250%			245	3.820%				
2029			485	4.250%								
2030			500	4.250%								
2031			525	4.250%								
2032			545	4.250%								
2033			565	4.250%								
<b>TOTALS</b>	<b>1,525</b>		<b>4,335</b>		<b>2,080</b>		<b>2,660</b>		<b>2,390</b>		<b>430</b>	
Next Call	Currently Callable		2/15/2023 @ Par		2/15/2020 @ Par		2/15/2018 @ Par		2/15/2016 @ Par		Currently Callable	
Adv. Refundable	100%		100%		0%		100%		100%		100%	
Dated Date	3/1/2014		7/15/2013		4/15/2010		5/15/2008		7/15/2006		11/1/2003	
Coupon Dates	February 15	August 15	February 15	August 15	February 15	August 15	February 15	August 15	February 15	August 15	February 15	August 15
Maturity Dates	February 15		February 15		February 15		February 15		February 15		February 15	
Insurer	N/A		BAM		Assured Guaranty		N/A		CIFG		Assured Gauranty	
Arbitrage Yield	2.9471%		3.8080%		3.6705%		3.8193%		4.2854%		4.0079%	
Paying Agent	Fidelity Bank		Bank of New York		Bank of New York		Bank of America		Bank of New York		Bank of New York	
Purpose	New Money		New Money		Refunding: Series 2001		New Money		New Money		New Money	
Color Legend												
Non-Callable <span style="color: red;">Callable and Advance Refundable</span>												
Callable and Partially Advance Refundable <span style="color: blue;">Callable and Not Advance Refundable</span>												

# City of Burkburnett, Texas

## All Outstanding Waterworks & Sewer System Debt

As of April 17, 2015

(000)'s

City of Burkburnett, Texas				
All Outstanding Waterworks & Sewer System Debt				
As of April 17, 2015				
(000)'s				
Year Ending September 30	\$2,210,000 Waterworks & Sewer System Revenue Bonds New Series 2013		\$1,555,000 Waterworks & Sewer System Revenue Bonds Series 2010	
	Principal	Coupon	Principal	Coupon
2015	75	2.000%	70	4.000%
2016	80	2.000%	70	4.000%
2017	85	2.000%	75	3.250%
2018	85	3.000%	75	3.250%
2019	90	3.000%	85	3.500%
2020	95	3.000%	85	3.500%
2021	100	3.500%	85	3.500%
2022	100	3.500%	95	3.500%
2023	105	3.500%	95	3.750%
2024	110	4.000%	100	3.750%
2025	115	4.000%	105	4.000%
2026	120	4.000%	65	4.000%
2027	125	4.250%	65	4.000%
2028	130	4.250%	70	4.000%
2029	135	4.250%	75	4.125%
2030	140	4.250%	75	4.125%
2031	145	4.250%		
2032	150	4.250%		
2033	155	4.250%		
<b>TOTALS</b>	2,140		1,290	
Next Call	8/15/2023 @ Par		8/15/2020 @ Par	
Adv. Refundable	100%		100%	
Dated Date	7/15/2013		10/15/2010	
Coupon Dates	February 15	August 15	February 15	August 15
Maturity Dates	August 15		August 15	
Insurer	BAM		N/A	
Arbitrage Yield	3.6805%		3.6244%	
Paying Agent	Bank of New York		Bank of New York	
Purpose	New Money		New Money	
Color Legend				
Non-Callable			Callable and Advance Refundable	
Callable and Partially Advance Refundable			Callable and Not Advance Refundable	

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE authorizing the issuance of "CITY OF BURKBURNETT, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015"; 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, Purchase Contract and an Escrow Agreement and the approval and distribution of an Official Statement; 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 \$3,915,000 of the following issues or series (collectively hereinafter referred to as the "Refunded Obligations"), to wit:

(1) City of Burkburnett, Texas, Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2003, dated November 1, 2003, scheduled to mature on February 15 in each of the years 2016 and 2019, and aggregating in principal amount of \$350,000 (the "Series 2003 Refunded Certificates");

(2) City of Burkburnett, Texas, General Obligation Bonds, Series 2006, dated July 15, 2006, being a portion of the bonds scheduled to mature on February 15, 2017 (excludes the \$160,000 in principal amount of such term bond scheduled to be mandatorily redeemed on February 15, 2016) and those bonds scheduled to mature on February 15 in each of the years 2019, 2021, 2023 and 2026, and aggregating in principal amount of \$2,075,000 (the "Series 2006 Refunded Bonds"); and

(3) City of Burkburnett, Texas, Tax Notes, Series 2014, dated March 1, 2014, scheduled to mature on February 15 in each of the years 2016 through 2021, and aggregating in principal amount of \$1,490,000 (the "Series 2014 Refunded Notes"); 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 Obligations, 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 Obligations; and

WHEREAS, the Board of Commissioners hereby finds and determines that general obligation refunding bonds should be issued at this time to refund the Refunded Obligations, and such refunding will result in the City saving approximately \$\_\_\_\_\_ in debt service payments on such indebtedness and further provide present value savings of approximately \$\_\_\_\_\_; now, therefore,

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

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 \$\_\_\_\_\_ to be designated and bear the title "CITY OF BURKBURNETT, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015" (hereinafter referred to as the "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 Obligations") 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: Fully Registered Obligations - Bond Date -Authorized Denominations- Stated Maturities-Interest Rates. The Bonds shall be issued as fully registered obligations only, shall be dated October 15, 2015 (the "Bond Date"), shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and shall become due and payable on February 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		

The Bonds shall bear interest on the unpaid principal amounts from the date of their delivery to the initial purchasers, anticipated to be November 19, 2015 (the "Delivery Date") at the rate(s) per annum shown above in this Section (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 February 15, 2016, until maturity or prior redemption.

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, redemption 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 The Bank of New York Mellon Trust Company, N.A., 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 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 premium, if any, on the Bonds shall be payable at the Stated Maturities or the redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices initially in East Syracuse, New York or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Bonds shall be paid to the Holders 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) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. 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: Redemption.

(a) Optional Redemption. The Bonds maturing on and after February 15, 2026 shall be subject to redemption 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 within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2025 or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least forty-five (45) days prior to a redemption 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 redeem Bonds, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the City.

(b) Mandatory Redemption. The Bonds having Stated Maturities of February 15, 20\_\_\_, February 15, 20\_\_\_, and February 15, 20\_\_\_ (the "Term Bonds") shall be subject to mandatory redemption prior to maturity at the price of par plus accrued interest to the mandatory redemption date on the respective dates and in principal amounts as follows:

Term Bonds due February 15, 20		Term Bonds Due February 15, 20	
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
February 15, 20	\$ ,000	February 15, 20	\$ ,000
February 15, 20 (maturity)	\$ ,000	February 15, 20 (maturity)	\$ ,000
Term Bonds due February 15, 20		Term Bonds due February 15, 20	
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
February 15, 20	\$ ,000	February 15, 20	\$ ,000
February 15, 20 (maturity)	\$ ,000	February 15, 20 (maturity)	\$ ,000

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Bonds, the Paying Agent/Registrar shall select by lot the numbers of the Term Bonds to be redeemed on the next following February 15 from moneys set aside for that purpose in the Interest and Sinking Fund (as hereinafter defined). Any Term Bond not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Bonds of a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like stated maturity which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in paragraph(a) of this Section and not theretofore credited against a mandatory redemption requirement.

(c) Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Bonds as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bonds by \$5,000 and shall select the Bonds, or principal amount thereof, to be redeemed within such Stated Maturity by lot.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Bond to be redeemed in whole or in part 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 redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Bond is subject by its terms to prior redemption, and has been called for redemption, and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Bond (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption 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 redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption 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 redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

**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 each and every owner of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar to the Designated Payment/Transfer Office 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.

Upon surrender of any Bond (other than the Initial Bond(s) referenced in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denominations and having the same

Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond(s) referenced in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of 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 or Bonds 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 11 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 any Bond called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

**SECTION 6: Book-Entry Only Transfers and Transactions.** Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry Only" securities clearance, settlement and transfer system provided by The Depository Trust Company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representation, by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as

nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

**SECTION 7: 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 the 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 9(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 9(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 8: Initial Bond(s).** The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the aggregate principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds 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(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates 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(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment 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 Bonds and the Initial Bond(s) 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 their execution thereof.

(b) Form of Definitive Bond.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF BURKBURNETT, TEXAS  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2015

Bond Date:            Interest Rate:    Stated Maturity      CUSIP NO:    Delivery Date:  
October 15, 2015    \_\_\_\_\_%      February 15, 20\_\_\_\_    \_\_\_\_\_      November 19, 2015

Registered Owner:

Principal Amount:

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 the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) 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 each year, commencing February 15, 2016, until maturity or prior redemption. Principal of this Bond is

payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. 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 \$ \_\_\_\_\_ (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 Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due February 15, 20		Term Bonds Due February 15, 20	
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
February 15, 20	\$ ,000	February 15, 20	\$ ,000
February 15, 20 (maturity)	\$ ,000	February 15, 20 (maturity)	\$ ,000
Term Bonds due February 15, 20			
<u>Redemption Date</u>	<u>Principal Amount</u>		
February 15, 20	\$ ,000		
February 15, 20 (maturity)	\$ ,000		

The particular Term Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like maturity which,

at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.

The Bonds maturing on and after February 15, 2026 may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2025, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty days prior to any redemption date of the Bonds, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Bond to be redeemed 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 sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, 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 redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption 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 redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption 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 redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption 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 or redemption, 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, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, 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 or transferees.

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 interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, 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.



(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 East Syracuse, New York is the "Designated Payment/Transfer Office" for this Bond.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., Dallas, Texas,  
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) The Initial Bond(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of the single fully registered Initial Bond shall be modified as follows:

REGISTERED  
NO. T-1

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF BURKBURNETT, TEXAS  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2015

Bond Date: October 15, 2015

Delivery Date: November 19, 2015

Registered Owner: SAMCO Capital Markets, Inc.

Principal Amount:

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"), the Principal Amount hereinabove stated on February 15 in each of the years and in principal installments in accordance with the following schedule:

<u>YEAR OF STATED MATURITY</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
------------------------------------	-----------------------------------	--------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments 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 rates 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 each year, commencing February 15, 2016, until maturity or prior redemption. Principal installments of this Bond are payable on the Stated Maturity dates or on a prepayment date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas Texas (the "Paying Agent/Registrar"), upon its presentation and surrender, at its designated offices in East Syracuse, New York (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. 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.

SECTION 10: 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 redemption 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 2015 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 or comes due by reason of redemption prior to maturity; 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 11: 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 12: 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 redemption 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 redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption 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 redemption date of the Bonds (for which 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 13: 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 and in Section 30 hereof. 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 redemption 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 12 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 11 hereof.

**SECTION 14: Covenants to Maintain Tax-Exempt Status.**

(a) **Definitions.** When used in this Section 14, 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 Obligations), 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 Obligations), 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 Obligations in that the Refunded Obligations are to be paid and redeemed in full within 90 days of the delivery date 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 2015 will not exceed \$10,000,000.

**SECTION 15: Sale of Bonds.** The Bonds authorized by this Ordinance are hereby sold by the City to SAMCO Capital Markets, Inc. (herein referred to as the "Underwriter") in accordance with the Purchase Contract, dated October 19, 2015 attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes, which terms of sale are declared to be in the best interests of the City. The Mayor is hereby authorized and directed to execute said Purchase Contract for and on behalf of the City and as the act and deed of this Board of Commissioners, and in regard to the approval and execution of the Purchase Contract, the Board of Commissioners hereby finds, determines and declares that the representations, warranties and agreements of the City contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the City.

**SECTION 16: Official Statement.** The use of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager or Director of Administration, or City Clerk, one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated October 19, 2015, in the reoffering, sale and delivery of the Bonds to the public. The Mayor and City Clerk are further authorized and directed to manually execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Board of Commissioners and constitute the Official Statement authorized for distribution and use by the Purchasers.

**SECTION 17: Escrow Agreement Approval and Execution.** The "Escrow Agreement" (the "Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Escrow Agent"), attached hereto as Exhibit C and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby approved as to form and content, and such Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the City, is hereby authorized to be executed by the Mayor or Mayor Pro Tem and City Clerk for and on behalf of the City and as the act and deed of this Board of Commissioners; and such Agreement as executed by said officials shall be deemed approved by the Board of Commissioners and constitute the Agreement herein approved.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the deposit of a portion of the proceeds of sale of the Bonds and other available funds of the City, if applicable, to the credit of the "CITY OF BURKBURNETT, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015 ESCROW FUND" (the "Escrow Fund"); maintained by the Escrow Agent

for the payment and redemption of the Series 2003 Refunded Certificates and the Series 2014 Refunded Notes on December 21, 2015 and the Series 2006 Refunded Bonds on February 15, 2016, all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, this Ordinance and the Agreement.

**SECTION 18: 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(s) 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 19: Proceeds of Sale.** Immediately following the delivery of the Bonds, proceeds of sale in the sum of \$\_\_\_\_\_ shall be deposited to the credit of the Escrow Fund and the sum of \$\_\_\_\_\_ shall be deposited to the credit of the Interest and Sinking Fund. 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.

**SECTION 20: Redemption of Refunded Obligations.**

(a) The certificates of obligation of that series known as "City of Burkburnett, Texas, Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2003", dated November 1, 2003, maturing on February 15, 2016 and February 15, 2019 and aggregating in principal amount \$350,000, shall be redeemed and the same are hereby called for redemption on December 21, 2015, 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 holders, with The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (successor paying agent/registrars to Bank One, National Association, Austin, Texas) in accordance with the redemption provisions applicable to such obligations; such suggested form of notice of redemption being attached hereto as Exhibit D and incorporated herein by reference as a part of this Ordinance for all purposes.

(b) The bonds of that series known as "City of Burkburnett, Texas, General Obligation Bonds, Series 2006", dated July 15, 2006, being a portion of the February 15, 2017 maturity (excludes the \$160,000 in principal amount of such term bond scheduled to be mandatorily redeemed on February 15, 2016) and those bonds maturing February 15 in each of the years 2019, 2021, 2023 and 2026, and aggregating in principal amount \$2,075,000, shall be redeemed and the same are hereby called for redemption on February 15, 2016, 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 holders, with The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (successor paying agent/registrars to JPMorgan Chase Bank, National Association) in accordance with the redemption provisions applicable to such bonds; such suggested form of notice of redemption being attached hereto as Exhibit E and incorporated herein by reference as a part of this Ordinance for all purposes.

Furthermore, in accordance with the terms of the ordinance authorizing the issuance of the Series 2006 Refunded Bonds, the paying agent/registrars for such bonds is hereby authorized and directed to make a "by lot" selection of the bonds of the 2017 maturity to be

redeemed on February 15, 2016 and make arrangements to notify bondholders of such selection as soon as possible. The principal amount of the February 15, 2017 term bond of the Series 2006 Refunded Bonds to be redeemed on February 15, 2016 shall be credited against the principal amount of such term bond (\$170,000) maturing on February 15, 2017.

(c) The notes of that series known as "City of Burkburnett, Texas, Tax Notes, Series 2014", dated March 1, 2014, maturing February 15 in each of the years 2016 through 2021, aggregating in principal amount \$1,490,000, shall be redeemed and the same are hereby called for redemption on December 21, 2015, 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 holders, with Fidelity Bank, Burkburnett, Texas (the paying agent/registrar for such notes) in accordance with the redemption provisions applicable to such notes; such suggested form of notice of redemption being attached hereto as Exhibit F and incorporated herein by reference as a part of this Ordinance for all purposes.

(d) The redemption of the obligations described above being associated with the refunding of such obligations, the approval, authorization and arrangements herein given and provided for the redemption of such obligations on the respective redemption dates 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 such obligations of the City's decision to redeem such obligations on the dates and in the manner herein provided and in accordance with the ordinances authorizing the issuance of the Refunded Obligations and this Ordinance.

**SECTION 21: 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 22: Cancellation.** All Bonds surrendered for payment, redemption, 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 23: 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. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Bonds or an executed counterpart thereof shall accompany the global Bonds deposited with the Depository Trust Company.

SECTION 24: 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 25: 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 26: 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 27: 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 28: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 29: 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 30: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the City beginning in the year 2015, financial information and operating data with respect to the City of the general type included in the final Official Statement in Tables 1 through 6 and 8 through 15 in the Official Statement, and (2)

within twelve months after the end of each fiscal year of the City beginning in the year 2015, the audited financial statements of the City. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements by the required time and audited financial statements for the applicable fiscal year, when and if the audit report becomes available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

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

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON,

IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) hereof an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

**SECTION 31: 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 32: 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 the 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 the 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 33: 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 34: 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 35: 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 October 19, 2015.

CITY OF BURKBURNETT, TEXAS

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Mayor

ATTEST:

---

City Clerk

(City Seal)

EXHIBIT A  
PAYING AGENT/REGISTRAR AGREEMENT

## **PAYING AGENT/REGISTRAR AGREEMENT**

THIS AGREEMENT is entered into as of October 19, 2015 (this "Agreement"), by and between The Bank of New York Mellon Trust Company, N.A., a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the City of Burkburnett, Texas (the "Issuer"),

### **RECITALS**

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Burkburnett, Texas, General Obligation Refunding Bonds, Series 2015" (the "Securities"), dated October 15, 2015, such Securities scheduled to be delivered to the initial purchasers thereof on or about November 19, 2015; 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 "Authorizing Document" (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 Authorizing Document.

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 hereto.

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, if any, 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.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Financial Advisor" means First Southwest Company, LLC.

"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 Authorizing Document).

"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 Authorizing Document.

"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.

"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 Authorizing Document 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 pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, 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 following address:

<u>First Class/Registered/Certified</u>	<u>Express Delivery/Courier</u>	<u>By Hand Only</u>
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P.O. Box 396 East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Pkwy. East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1st Floor East New York, NY 10286

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 Authorizing Document). 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 paying agent 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 on the dates specified in the Authorizing Document.

### 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 the Bank may prescribe. All transfers, exchanges and replacements 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, such written instrument to be in a form satisfactory to the Bank and 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 Securities.** The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, 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 Securities.** The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, 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 Authorizing Document, 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, 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 mutilated, 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, 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 the 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.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

**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 - Paying Agent Account/Collateralization.** A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement 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 paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, 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 held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

**Section 5.06 Indemnification.** To the extent permitted by law, the Issuer agrees to indemnify the Bank for, 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 office 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 in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

**Section 5.08 DTC Services.** It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

## **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(s) hereof.

**Section 6.04 Effect of Headings.** The Article and Section headings herein are for convenience of reference 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 Merger, Conversion, Consolidation, or Succession.** Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

**Section 6.08 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 6.09 Entire Agreement.** This Agreement and the Authorizing Document 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 Authorizing Document, the Authorizing Document shall govern.

**Section 6.10 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 6.11 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 has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the 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.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the 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 6.12 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.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

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

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

Attest:

Address: 2001 Bryan Street, 11<sup>th</sup> Floor  
Dallas, Texas 75201

\_\_\_\_\_

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

CITY OF BURKBURNETT, TEXAS

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

Address: 501 Sheppard Road  
Burkburnett, Texas 76354

Attest:

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

EXHIBIT B  
PURCHASE CONTRACT

EXHIBIT C  
ESCROW AGREEMENT

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of October 19, 2015, by and between the City of Burkburnett, Texas, a duly incorporated municipal corporation in Wichita County, Texas (the "City") and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, a banking association organized and existing under the laws of the United States of America, or its successors or assigns hereunder (the "Escrow Agent").

### WITNESSETH:

WHEREAS, the City has heretofore issued, sold, and delivered, and there is currently outstanding obligations of the following issues or series currently outstanding in the principal amount of \$3,915,000 (collectively called the "Refunded Obligations"), to wit:

(1) City of Burkburnett, Texas, Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2003, dated November 1, 2003, scheduled to mature on February 15 in each of the years 2016 and 2019, and aggregating in principal amount of \$350,000 (the "Series 2003 Refunded Certificates");

(2) City of Burkburnett, Texas, General Obligation Bonds, Series 2006, dated July 15, 2006, being a portion of the bonds scheduled to mature on February 15, 2017 (excludes the \$160,000 in principal amount of such term bond scheduled to be mandatorily redeemed on February 15, 2016) and those bonds scheduled to mature on February 15 in each of the years 2019, 2021, 2023 and 2026, and aggregating in principal amount of \$2,075,000 (the "Series 2006 Refunded Bonds"); and

(3) City of Burkburnett, Texas, Tax Notes, Series 2014, dated March 1, 2014 scheduled to mature on February 15 in each of the years 2016 through 2021, and aggregating in principal amount of \$1,490,000 (the "Series 2014 Refunded Notes"); and

WHEREAS, in accordance with the provisions of Texas Government Code, Chapter 1207 (the "Act"), the City is authorized to sell refunding bonds in an amount sufficient to provide for the full and complete payment of obligations, deposit the proceeds of such refunding bonds with any place of payment for the obligations being refunded, or other authorized depository, and enter into an escrow or similar agreement with such place of payment for the safekeeping, investment, reinvestment, administration and disposition of such deposit, upon such terms and conditions as the parties may agree; and

WHEREAS, the City on October 19, 2015, pursuant to an ordinance (the "Bond Ordinance") duly passed and adopted by the Board of Commissioners authorized the issuance of bonds known as "City of Burkburnett, Texas, General Obligation Refunding Bonds, Series 2015" (the "Bonds"); and

WHEREAS, proceeds of sale of the Bonds are to be deposited with the Escrow Agent under this Agreement, which deposit of funds will be sufficient to pay and redeem in full the Series 2003 Refunded Certificates and the Series 2014 Refunded Notes on December 21, 2015 and the Series 2006 Refunded Bonds on February 15, 2016 (the "Payment Dates");

NOW, THEREFORE, in consideration of the mutual agreements herein contained and the payment to the Escrow Agent of the amounts provided in Section 9 hereof, and to secure the payment of the principal of and the interest on the Refunded Obligations, the City and the Escrow Agent hereby agree as follows:

SECTION 1: Escrow Fund Creation/Funding. There is hereby created by the City with the Bank a special segregated and irrevocable trust fund designated "CITY OF BURKBURNETT, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015 ESCROW FUND" (hereinafter called the "Escrow Fund") for the benefit of the holders of the Refunded Obligations, and, immediately following the delivery of the Bonds, the City agrees and covenants to cause to be deposited with the Bank for the credit of the Escrow Fund the sum of \$\_\_\_\_\_.

The Bank agrees to establish such Escrow Fund and further agrees to receive said moneys, apply the same as set forth herein, and to hold the cash deposited and credited to the Escrow Fund for application and disbursement for the payment and redemption of the Refunded Obligations on their respective Payment Dates.

SECTION 2: Escrow Fund Sufficiency. The City represents that the cash deposited to the credit of the Escrow Fund will be sufficient to pay and redeem in full all the Refunded Obligations on the Payment Dates.

Furthermore, the Escrow Agent acknowledges receipt of a copy of each ordinance authorizing the issuance of the Refunded Obligations and a copy of the Bond Ordinance which provides for the redemption of the Series 2003 Refunded Certificates and the Series 2014 Refunded Notes on December 21, 2015 and the Series 2006 Refunded Bonds on February 15, 2016 at the price of par plus accrued interest thereon to the date of redemption. The Escrow Agent agrees to cause a notice of redemption pertaining to the Series 2003 Refunded Certificates and the Series 2006 Refunded Bonds to be sent to the registered owners thereof appearing on the registration books at least thirty (30) days prior to the respective redemption dates therefor.

SECTION 3: Pledge of Escrow. The Escrow Agent agrees that all cash and/or investments held in the Escrow Fund shall constitute dedicated interest and sinking funds for the payment of the principal of and interest on the Refunded Obligations which will become due on and after the date of this Agreement, and such funds deposited in the Escrow Fund shall be applied solely in accordance with the provisions of this Agreement.

SECTION 4: Escrow Insufficiency. If, for any reason, at any time, the funds on hand in the Escrow Fund shall be insufficient to pay the redemption price of the Refunded Bonds on the Payment Dates, notice of any such insufficiency shall be immediately given by the Escrow Agent to the City by the fastest means possible, but neither the Escrow Agent nor the City shall in any manner be responsible for any insufficiency of funds in the Escrow Fund.

SECTION 5: Firm Banking Arrangements-Collateralization. The Bank represents that the deposit covered by this Agreement shall constitute firm banking arrangements to insure payment of the Refunded Bonds, and, to the extent such deposit is subject to any loss or diminution by virtue of any action of the Bank or as a result of its lack of financial integrity, funds deposited to the credit of the Escrow Fund shall be collateralized by a pledge of direct obligations of the United States of America, in the par or face amount equal to the amount on

deposit in such Account and not otherwise covered by the Federal Deposit Insurance Corporation.

SECTION 6: Withdrawal of Funds. The Escrow Agent shall, without further direction from anyone, including the City, cause to be withdrawn from the Escrow Fund the amount required to pay the principal and accrued interest on the Refunded Obligations due and payable on the Payment Dates and the amount withdrawn from the Escrow Fund shall be immediately transmitted and deposited with the paying agents for the Refunded Obligations to be paid with such amount. The paying agent for the Series 2014 Refunded Notes is Fidelity Bank, Burkburnett, Texas and the paying agent/registrar for the Series 2003 Refunded Certificates and the Series 2006 Refunded Bond is the Bank.

SECTION 7: Absence of Claim/Lien on Escrow Fund. The Escrow Agent shall have no lien whatsoever upon any of the moneys in the Escrow Fund for payment of services rendered hereunder, services rendered as Paying Agent for the Refunded Obligations, or for any costs or expenses incurred hereunder and reimbursable from the City.

SECTION 8: Investment of Moneys on Deposit in Escrow Fund. Pending the disbursement of moneys held in the Escrow Fund, amounts deposited to the credit of the Escrow Fund may be invested in direct obligations of the United States of America which mature on or before the respective Payment Dates and are not subject to prior redemption. All earnings realized from the investment of such funds will be remitted to the City immediately following the receipt thereof by the Escrow Agent. No investment of funds deposited to the credit of the Escrow Fund shall be made on or after the Payment Dates. Except as authorized and permitted in this Section, neither the City nor the Escrow Agent shall invest any moneys deposited in the Escrow Fund.

SECTION 9: Escrow Agent's Compensation-Paying Agent/Registrar Charges. Except for reimbursement of costs and expenses incurred by the Escrow Agent pursuant to Sections 2 and 11 hereof, the Escrow Agent hereby agrees the compensation noted below is full and complete payment for the administration of this Agreement.

The City agrees to deposit with the Escrow Agent on the date of the delivery of the Bonds the sum of \$\_\_\_\_\_ and the Escrow Agent acknowledges and agrees that the \$\_\_\_\_\_ of above amount is and represents the total amount of compensation due the Escrow Agent for services rendered as escrow agent and paying agent/registrar for the Series 2003 Refunded Certificates and the Series 2006 Refunded Bonds and the City agrees and acknowledges that the sum of \$\_\_\_\_\_ represents the total amount of compensation due the Fidelity Bank, Burkburnett, Texas, as paying agent/registrar for the Series 2008 Refunded Notes. Subject to Section 11 hereof, the Escrow Agent hereby agrees to pay, assume and be fully responsible for any additional charges that it may incur in the performance of its duties and responsibilities as paying agent for the Refunded Obligations. Furthermore, the Escrow Agent agrees to transmit to the other paying agent for the Refunded Obligations the amount included in such deposit, if any, for paying agent services to be rendered for the Series 2014 Refunded Notes in accordance with the City's instructions.

SECTION 10: Escrow Agent's Duties/Responsibilities/Liability. The Escrow Agent shall not be responsible for any recital herein, except with respect to its organization, its powers and authority and to the safety and security of the deposit of funds to be made by the City hereunder. As to the existence or nonexistence of any fact relating to the City or as to the sufficiency or validity of any instrument, paper or proceedings relating to the City, the Escrow

Agent shall be entitled to rely upon a certificate signed on behalf of the City by the City Clerk as sufficient evidence of the facts therein contained. The Escrow Agent may accept a certificate of the City Clerk under the City's seal, to the effect that a resolution or other instrument in the form therein set forth has been adopted by the Board of Commissioners of the City, as conclusive evidence that such resolution or other instrument has been duly adopted and is in full force and effect.

The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

In the absence of bad faith on the part of the Escrow Agent, the Escrow Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Escrow Agent, conforming to the requirements of this Agreement; but notwithstanding any provision of this Agreement to the contrary, in the case of any such certificate or opinion or any evidence which by any provision hereof is specifically required to be furnished to the Escrow Agent, the Escrow Agent shall be under a duty to examine the same to determine, on its face, whether it conforms to the requirements of this Agreement.

The Escrow Agent shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Escrow Agent unless it shall be proved that the Escrow Agent was negligent in ascertaining or acting upon the pertinent facts. The Escrow Agent shall not be responsible or liable to any person in any manner whatever for the sufficiency, correctness, genuineness, effectiveness, or validity of the deposits made pursuant to this Agreement, or for the form or execution thereof, or for the identity or authority of any person making or executing such deposits.

The term "Responsible Officers" of the Escrow Agent, as used in this Agreement, shall mean and include the Chairman of the Board of Directors, the President, any Vice President and any Second Vice President, the Secretary and any Assistant Secretary, the Treasurer and any Assistant Treasurer, and every other officer and assistant officer of the Escrow Agent customarily performing functions similar to those performed by the persons who at the time shall be officers, respectively, or to whom any corporate trust matter is referred, because of his knowledge of and familiarity with a particular subject; and the term "Responsible Officer" of the Escrow Agent, as used in this Agreement, shall mean and include any of said officers or persons.

SECTION 11: Interpleader. This Agreement is between the City and the Escrow Agent only and in connection therewith the Escrow Agent is authorized by the City to rely upon the representations of the City with respect to this Agreement and the deposits made pursuant hereto and as to this City's right and power to execute and deliver this Agreement, and the Escrow Agent shall not be liable in any manner as a result of such reliance. The duty of the Escrow Agent hereunder shall only be to the City and the holders of the Refunded Obligations. In the event conflicting demands or notices are made upon the Escrow Agent growing out of or relating to this Agreement or the Escrow Agent in good faith is in doubt as to what action should be taken hereunder, the Escrow Agent shall have the right at its election to:

(a) Withhold and stop all further proceedings in, and performance of, this Agreement with respect to the issue in question and of all instructions received hereunder in regard to such issue; and

(b) At the City's expense, file a suit in interpleader and obtain an order from a court of appropriate jurisdiction requiring all persons involved to interplead and litigate in such court their several claims and rights among themselves.

In the event the Escrow Agent becomes involved in litigation in connection with this Section, the City, to the extent permitted by law, agrees to indemnify and save the Escrow Agent harmless from all loss, cost, damages, expenses and attorney fees suffered or incurred by the Escrow Agent as a result thereof. The obligations of the Escrow Agent under this Agreement shall be performable at the principal corporate office of the Escrow Agent in the City of Dallas, Texas. To the extent permitted by law, and subject to any applicable statutes of limitation, the foregoing indemnification shall survive the resignation or removal of the Escrow Agent or the termination of this Agreement.

The Escrow Agent may advise with legal counsel in the event of any dispute or question regarding the construction of any of the provisions hereof or its duties hereunder, and in the absence of negligence or bad faith on the part of the Escrow Agent, no liability shall be incurred by the Escrow Agent for any action taken pursuant to this Section and the Escrow Agent shall be fully protected in acting in accordance with the opinion and instructions of legal counsel that is knowledgeable and has expertise in the field of law addressed in any such legal opinion or with respect to the instructions given.

SECTION 12: Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

SECTION 13: Accounting-Reports. Following the final payment and redemption of the Refunded Obligations, the Escrow Agent shall forward by letter to the City, to the attention of the Director of Administrative Services, or other designated official of the City, a final accounting statement with respect to the payment and discharge of the Refunded Obligations, together with all cancelled Refunded Obligations.

SECTION 14: Notices. Any notice, order, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed as follows:

CITY OF BURKBURNETT

501 Sheppard Road  
Burkburnett, Texas 76354

Attention: Director of Administrative Services

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

2001 Bryan Street, 11<sup>th</sup> Floor  
Dallas, Texas 75201

Attention: Corporate Trust Division

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery.

Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice thereof.

SECTION 15: Performance Dates. Whenever under the terms of this Agreement the performance date of any provision hereof, including the date of maturity of interest on or principal of the Refunded Obligations, shall be a Sunday or a legal holiday or a day on which the Escrow Agent is authorized by law to close, then the performance thereof, including the payment of principal of and interest on the Refunded Obligations, need not be made on such date but may be performed or paid, as the case may be, on the next succeeding business day of the Escrow Agent with the same force and effect as if made on the date of performance or payment and with respect to a payment, no interest shall accrue for the period after such date.

SECTION 16: Warranty of Parties Re; Power to Execute and Delivery Escrow Agreement. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Agreement, in any and every said Refunded Obligation as executed, authenticated and delivered and in all proceedings pertaining thereto as said Refunded Obligations shall have been modified as provided in this Agreement. The City covenants that it is duly authorized under the Constitution and laws of the State of Texas to execute and deliver this Agreement, that all actions on its part for the payment of said Refunded Obligations as provided herein and the execution and delivery of this Agreement have been duly and effectively taken and that said Refunded Obligations and coupons, if any, in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the City according to the import thereof as provided in this Agreement.

SECTION 17: Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction in the State of Texas to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 18: Termination. This Agreement shall terminate either (i) when the Refunded Obligations and coupons, if any, appertaining thereto have been paid and discharged in accordance with the provisions of this Agreement or (ii) at the expiration of three (3) years after the final Payment Date, whichever circumstance shall first occur. Subject to applicable unclaimed property laws of the State, moneys held in the Escrow Fund at the termination of this Agreement shall be remitted and transferred to the City.

SECTION 19: Assignment. Neither the City nor the Escrow Agent shall assign or attempt to assign or transfer any interest hereunder or any portion of any such interest. Any such assignment or attempted assignment shall be in direct conflict with this Agreement and be without effect.

SECTION 20: Successors. This Agreement shall inure to the benefit of and be binding upon the Escrow Agent and the City and their respective successors.

SECTION 21: Executed Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 22: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 23: Governing Law. This Agreement shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF BURKBURNETT, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

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

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., Dallas, Texas,  
as Escrow Agent

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

ATTEST:

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

EXHIBIT D  
 NOTICE OF REDEMPTION  
 CITY OF BURKBURNETT, TEXAS  
 TAX AND WATERWORKS AND SEWER SYSTEM  
 SURPLUS REVENUE CERTIFICATES OF OBLIGATION  
 SERIES 2003  
 DATED NOVEMBER 1, 2003

NOTICE IS HEREBY GIVEN that the certificates of obligation of the above series maturing on and after February 15, 2016, and aggregating in principal amount \$350,000 have been called for redemption on December 21, 2015, at the redemption price of par and accrued interest to the date of redemption, such certificates being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
2016	\$ 80,000	
2019	\$270,000	

ALL SUCH CERTIFICATES OF OBLIGATION shall become due and payable on December 21, 2015, 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 certificates only upon presentation and surrender thereof to The Bank of New York Mellon Trust Company, N.A. (successor paying agent/registrars to Bank One, National Association), at its designated offices at the following addresses:

<u>First Class/ Registered/Certified</u>	<u>Express Delivery Only</u>	<u>By Hand Only</u>
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P. O. Box 396 East Syracuse, New York 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Parkway East Syracuse, New York 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1 <sup>st</sup> Floor East New York, New York 10286

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

The Bank of New York Mellon Trust Company,  
 N.A., Dallas, Texas, as Paying Agent/Registrar  
 Address: 2001 Bryan Street, 11<sup>th</sup> Floor  
 Dallas, Texas 75201

EXHIBIT E

NOTICE OF REDEMPTION  
 CITY OF BURKBURNETT, TEXAS,  
 GENERAL OBLIGATION BONDS  
 SERIES 2006  
 DATED JULY 15, 2006

NOTICE IS HEREBY GIVEN that a portion of the bonds of the above series maturing on and after February 15, 2017 and aggregating in principal amount \$2,075,000 have been called for redemption on February 15, 2016 at the redemption price of par and accrued interest to the date of redemption, such bonds being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
2017	\$170,000*		2023	\$430,000	
2019	\$360,000		2026	\$720,000	
2021	\$395,000				

\*does not include \$160,000 in principal amount of such Term Bond scheduled to be mandatorily redeemed on February 15, 2016

The above bonds shall become due and payable on February 15, 2016, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said bonds shall be paid to the registered owners of the bonds only upon presentation and surrender thereof to The Bank of New York Mellon Trust Company, N.A (successor paying agent/registrar to JPMorgan Chase Bank, National Association), at its designated offices at the following addresses:

<u>First Class/ Registered/Certified</u>	<u>Express Delivery Only</u>	<u>By Hand Only</u>
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P. O. Box 396 East Syracuse, New York 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Parkway East Syracuse, New York 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1 <sup>st</sup> Floor East New York, New York 10286

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

The Bank of New York Mellon Trust Company,  
 N.A., Dallas, Texas,  
 as Paying Agent/Registrar  
 Address: 2001 Bryan Street, 11<sup>th</sup> Floor  
 Dallas, Texas 75201

EXHIBIT F

NOTICE OF REDEMPTION  
CITY OF BURKBURNETT, TEXAS,  
TAX NOTES, SERIES 2014  
DATED MARCH 1, 2014

NOTICE IS HEREBY GIVEN that the notes of the above series maturing on and after February 15, 2016 and aggregating in principal amount \$1,490,000 have been called for redemption on December 21, 2015 at the redemption price of par and accrued interest to the date of redemption, such notes being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
2017	\$55,000		2019	\$430,000	
2018	\$55,000		2020	\$440,000	
2019	\$55,000		2021	\$455,000	

The above notes shall become due and payable on December 21, 2015, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said notes shall be paid to the registered owners of the notes only upon presentation and surrender thereof to Fidelity Bank, 301 S. Avenue D, Burkburnett, Texas 76354.

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

FIDELITY BANK, Burkburnett, Texas  
as Paying Agent/Registrar  
Address: 301 S. Avenue D  
Burkburnett, Texas 76354



## City Commission Agenda Memo

**From:** Jonny Zellner, Emergency Management Coordinator

**Date:** October 19, 2015

**Item:** Resolution Number 594. A joint resolution between the City and Wichita County for Comprehensive Emergency Management.

### Background

The city elected to participate in the Wichita County Emergency Operations Plan (EOP). The Texas Division of Emergency Management (TDEM) requires the EOP be updated every 5 years. The basic changes to the agreement are changing GDEM (Governors Division of Emergency Management) to TDEM (Texas Division of Emergency Management) and adding the Public Works Director into the City of Burkburnett's line of succession as requested. Provided as an attachment is the updated Basic EOP for your review. The EOP isn't dated until all parties have signed and adopted the EOP by City Ordinance or Court Order. The information on BP-1 and the Basic EOP will be presented to the Wichita County Commissioners' Court for adoption. The signature page and the resolution needs to be returned to this office **no later than 11 December 2015**. Participation with the Wichita County Emergency Operations Plan (EOP) is required for the City to be compliant and eligible for funding from state and federal grants.

### Fiscal Impact

None

### Options

Approve Resolution Number 594

Not approve Resolution Number 594

### Staff Recommendation

Staff recommends approval of Resolution Number 594.

### Attachments

Resolution Number 594

Wichita County Emergency Operations Plan (EOP)

**JOINT RESOLUTION NUMBER 594**

**WHEREAS**, the City of **BURKBURNETT** by City Ordinance Number 502, and **WICHITA** County by Commissioners Court Order 4141-F, dated May 5, 1995, and subsequently renewed by Wichita County Court Order 10-08-489, dated September 7, 2010 have established similar programs of comprehensive emergency management which includes the mitigation, preparedness response and recovery phases of emergency management; and

**WHEREAS**, the City and County find that vulnerability to many potential hazards is shared by residents of **BURKBURNETT** and the unincorporated portions of **WICHITA** County; and

**WHEREAS**, the City and County further finds that the common goal of emergency management can best be achieved through an organization which shares the combines resources of the City and the County; and

**WHEREAS**, the contemplated action is specifically authorized by the aforementioned Ordinance and Court Order;

**THEREFORE, BE IT RESOLVED** that there is hereby established the **WICHITA** County Emergency Management organization which shall consist of the officers and employees of the City and of the County as designated in a coordinated emergency management plan, together with such organized volunteer groups as that plan may specify; and

**BE IT FURTHER RESOLVED** that the Mayor of **BURKBURNETT** and the **WICHITA** County Judge shall each appoint an Emergency Management Coordinator to coordinate between the City and County all aspects of the **BURKBURNETT/WICHITA** County program of comprehensive emergency management, including the preparation and maintenance of an emergency management plan for **BURKBURNETT** and **WICHITA** County in accordance with this resolution.

**PASSED AND APPROVED** this the 19<sup>th</sup> day of October, 2015.

\_\_\_\_\_  
Carl Law, Mayor, City of Burkburnett  
County

\_\_\_\_\_  
County Judge, WICHITA

**ATTEST:** \_\_\_\_\_  
Janelle Dolan, City Clerk

**ATTEST:** \_\_\_\_\_

# WICHITA COUNTY BASIC PLAN



**INCLUDING THE CITIES OF:**

**BURKBURNETT  
CASHION  
ELECTRA  
IOWA PARK  
PLEASANT VALLEY**

**OCTOBER\*\*, 2015**

## **APPROVAL & IMPLEMENTATION**

### **Wichita County and the Cities of Burkburnett, Cashion, Electra, Iowa Park and Pleasant Valley**

#### **Emergency Management Plan**

This emergency management plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

\_\_\_\_\_  
Woodrow W. Gossom Jr. County Judge, Wichita County

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debra Carr, Mayor, Cashion

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pamela Ward, Mayor, Electra

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ray Schultz, Mayor, Iowa Park

\_\_\_\_\_  
Date

\_\_\_\_\_  
Raymond Haynes, Mayor, Pleasant Valley

\_\_\_\_\_  
Date



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# BASIC PLAN

## I. AUTHORITY

### A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
3. Emergency Management and Assistance, 44 CFR
4. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
5. Homeland Security Act of 2002
6. Homeland Security Presidential Directive. *HSPD-5*, Management of Domestic Incidents
7. Homeland Security Presidential Directive, *HSPD-3*, Homeland Security Advisory System
8. National Incident Management System
9. National Response Framework (NRF)
10. National Strategy for Homeland Security, July 2002
11. Nuclear/Radiological Incident Annex of the National Response Framework
12. Presidential Policy Directive 8 – National Preparedness

### B. State

1. Government Code, Chapter 418 (Emergency Management)
2. Government Code, Chapter 421 (Homeland Security)
3. Government Code, Chapter 433 (State of Emergency)
4. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
5. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
6. Executive Order of the Governor Relating to Emergency Management
7. Executive Order of the Governor Relating to the National Incident Management System
8. Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
9. *The Texas Homeland Security Strategic Plan*, Parts I and II, December 15, 2003
10. *The Texas Homeland Security Strategic Plan*, Part III, February 2004

### C. Local

1. **Wichita County**  
Commissioner's Court Order \*\*\*\*\* dated \*\*\*\*\*
2. **Burkburnett**  
Joint Resolution \*\*\* between Wichita County and the City of Burkburnett, dated \*\*\*\*\*
3. **Cashion**  
Joint Resolution \_\_\_\_\_ between Wichita County and the City of Cashion, dated \*\*\*\*\*
4. **Electra**  
Ordinance #\*\*\*\*\* between Wichita County and the City of Electra, dated \*\*\*\*\*

5. **Iowa Park** Resolution #\*\*\*\* between Wichita County and the City of Iowa Park, dated \*\*\*\*\*
6. **Pleasant Valley** Ordinance #\*\*\*\*\* between Wichita County and the City of Pleasant Valley, dated \*\*\*\*\*
7. Inter-local Agreements & Contracts. See the summary in Attachment 6

## II. PURPOSE

This Basic Plan outlines our approach to emergency operations, and is applicable to Wichita County and cities adhering to this plan. It provides general guidance for emergency management activities and an overview of our methods of mitigation, preparedness, response, and recovery. The plan describes our emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes our chief elected official and other elected officials, the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in our mitigation, preparedness, response, and recovery efforts.

## III. EXPLANATION OF TERMS

### A. Acronyms

AAR	After Action Report
AEMC	Assistant Emergency Management Coordinator
ARC	American Red Cross
ARES	Amateur Radio Emergency Services
CFR	Code of Federal Regulations
DDC	Disaster District Committee
DHS	Department of Homeland Security
EOC	Emergency Operations or Operating Center
EMC	Emergency Management Coordinator
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security
Hazmat	Hazardous Material
HSPD-5	Homeland Security Presidential Directive 5
ICP	Incident Command Post
ICS	Incident Command System
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
NIMS	National Incident Management System
NRF	National Response Framework
OSHA	Occupational Safety & Health Administration
PIO	Public Information Officer
SAFB	Sheppard Air Force Base

SOPs	Standard Operating Procedures
SOC	State Operations Center
TRRN	Texas Regional Response Network
TSA	The Salvation Army
TDEM	Texas Division of Emergency Management
WFWCPHD	Wichita Falls-Wichita County Public Health District

## B. Definitions

1. Area Command (Unified Area Command). An organization established (1) to oversee the management of multiple incidents that are each being managed by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional.
2. Disaster District. Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency Management whose boundaries parallel those of Highway Patrol Districts and Sub-Districts of the Texas Department of Public Safety.
3. Disaster District Committee. The DDC consists of a Chairperson (the local Highway Patrol captain or command lieutenant), and agency representatives that mirror the membership of the State Emergency Management Council. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.
4. Emergency Operations Center. Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation.
5. Public Information. Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster.
6. Emergency Situations. As used in this plan, this term is intended to describe a *range* of occurrences, from a minor incident to a catastrophic disaster. It includes the following:
  - a. Incident. An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:
    - 1) Involves a limited area and/or limited population.
    - 2) Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
    - 3) Warning and public instructions are provided in the immediate area, not community-wide.
    - 4) One or two local response agencies or departments acting under an incident commander normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.

- 5) May require limited external assistance from other local response agencies or contractors.
  - 6) For the purposes of the NRF, incidents include the full range of occurrences that require an emergency response to protect life or property.
- b. Emergency. An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:
- 1) Involves a large area, significant population, or important facilities.
  - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
  - 3) May require community-wide warning and public instructions.
  - 4) Requires a sizable multi-agency response operating under an incident commander.
  - 5) May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
  - 6) The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.
  - 7) For the purposes of the NRF, an emergency (as defined by the Stafford Act) is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States.”
- c. Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:
- 1) Involves a large area, a sizable population, and/or important facilities.
  - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
  - 3) Requires community-wide warning and public instructions.
  - 4) Requires a response by all local response agencies operating under one or more incident commanders.
  - 5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
  - 6) The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
  - 7) For the purposes of the NRF, a *major disaster* (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster federal assistance.
- d. Catastrophic Incident. For the purposes of the NRF, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over

prolonged periods of time, and would immediately overwhelm local and state capabilities. All catastrophic incidents are *Incidents of National Significance*.

7. Hazard Analysis. A document, published separately from this plan that identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.
8. Hazardous Material (Hazmat). A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.
9. Inter-local agreements. Arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as mutual aid agreements.
10. Stafford Act. The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.
11. Standard Operating Procedures. Approved methods for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level. May also be referred to as Standard Operating Guidelines (SOGs).

## IV. SITUATION AND ASSUMPTIONS

### A. Situation

Wichita County and the cities adhering to this plan are exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. A summary of our major hazards is provided in Figure 1. More detailed information is provided in our Hazard Analysis, published separately.

Figure 1

**HAZARD SUMMARY**

Hazard Type:	Likelihood of Occurrence*	Estimated Impact on Public Health & Safety			Estimated Impact on Property		
		Limited	Moderate	Major	Limited	Moderate	Major
<b>Natural</b>							
Drought	SUBSTANTIAL	MODERATE			MAJOR		
Earthquake	UNLIKELY	LIMITED			LIMITED		
Flash Flooding	LIKELY	MAJOR			MODERATE		
Flooding (river or tidal)	LIKELY	LIMITED			LIMITED		
Subsidence	No Risk						
Tornado	HIGHLY LIKELY	MAJOR			MAJOR		
Wildfire	HIGHLY LIKELY	LIMITED			LIMITED		
Winter Storm	OCCASIONAL	LIMITED			LIMITED		
<b>Technological</b>							
Dam Failure	UNLIKELY	LIMITED			MODERATE		
Energy/Fuel Shortage	UNLIKELY	LIMITED			LIMITED		
Hazmat/Oil Spill (fixed site)	UNLIKELY	MODERATE			MODERATE		
Hazmat/Oil Spill (transport)	UNLIKELY	MODERATE			MODERATE		
Major Structural Fire	UNLIKELY	MODERATE			MODERATE		
Water System Failure	OCCASIONAL	LIMITED			LIMITED		
<b>Security</b>							
Civil Disorder	UNLIKELY	LIMITED			LIMITED		
Enemy Military Attack	UNLIKELY	LIMITED			LIMITED		
Terrorism	UNLIKELY	MODERATE			LIMITED		
* Likelihood of Occurrence: Unlikely, Occasional, Likely, or Highly Likely							

**B. Assumptions**

1. Wichita County and the cities adhering to this plan will continue to be exposed to and subject to the impact of those hazards described above and as well as lesser hazards and others that may develop in the future.
2. It is possible for a major disaster to occur at any time and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.
3. Outside assistance will be available in most emergency situations, affecting our County and the cities adhering to this plan. Since it takes time to summon external assistance, it is essential for us to be prepared to carry out the initial emergency response on an independent basis.
4. Proper mitigation actions, such as floodplain management, and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergency situations.

## V. CONCEPT OF OPERATIONS

### A. Objectives

The objectives of our emergency management program are to protect public health and safety and preserve public and private property.

### B. General

1. It is our responsibility to protect public health and safety and preserve property from the effects of hazardous events. We have the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect our community.
2. It is impossible for government to do everything that is required to protect the lives and property of our population. Our citizens have the responsibility to prepare themselves and their families to cope with emergency situations and manage their affairs and property in ways that will aid the government in managing emergencies. We will assist our citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.
3. Local government is responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and for contracting for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.
4. To achieve our objectives, we have organized an emergency management program that is both integrated employs the resources of government, organized volunteer groups, and businesses and comprehensive addresses mitigation, preparedness, response, and recovery. This plan is one element of our preparedness activities.
5. This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and is not a collection of plans for specific types of incidents. For example, the warning annex addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.
6. Departments and agencies tasked in this plan are expected to develop and keep current standard operating procedures that describe how emergency tasks will be performed. Departments and agencies are charged with ensuring the training and equipment necessary for an appropriate response are in place.
7. This plan is based upon the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during emergency situations. Because personnel and equipment resources are limited, some routine functions that do

not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.

8. We have adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. Our adoption of NIMS will provide a consistent approach to the effective management of situations involving natural or man-made disasters, or terrorism. NIMS allows us to integrate our response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, private sector, and nongovernmental organizations. Adopted by Wichita County Order # 05.08.281, August 15, 2005.
9. This plan, in accordance with the National Response Framework (NRF), is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of an Incident of National Significance, as defined in HSPD-5, we will integrate all operations with all levels of government, private sector, and nongovernmental organizations through the use of NRF coordinating structures, processes, and protocols.

### **C. Operational Guidance**

We will employ the six components of the NIMS in all operations, which will provide a standardized framework that facilitates our operations in all phases of emergency management. Attachment 7 provides further details on the NIMS.

1. Initial Response. Our emergency responders are likely to be the first on the scene of an emergency situation. They will normally take charge and remain in charge of the incident until it is resolved or others who have legal authority to do so assume responsibility. They will seek guidance and direction from our local officials and seek technical assistance from state and federal agencies and industry where appropriate.
2. Implementation of ICS
  - a. The first local emergency responder to arrive at the scene of an emergency situation will implement the incident command system and serve as the incident commander until relieved by a more senior or more qualified individual. The incident commander will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.
  - b. For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites identified, an incident command post may be established, and direction and control of the response transitioned to the Incident Commander.
3. Source and Use of Resources.

- a. The County or Cities adhering to this plan, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if our resources are insufficient or inappropriate. §418.102 of the Government Code provides that the county should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, we will:
  - 1) Summon those resources available to us pursuant to inter-local agreements. See Attachment 6 to this plan, which summarizes the inter-local agreements and identifies the officials authorized to request those resources.
  - 2) Summon emergency service resources that we have contracted for. See Attachment 6.
  - 3) Request assistance from volunteer groups active in disasters.
  - 4) Request assistance from industry or individuals who have resources needed to deal with the emergency situation.
- b. When external agencies respond to an emergency situation within our jurisdiction, we expect them to conform to the guidance and direction provided by our incident commander, which will be in accordance with the NIMS.

#### **D. Incident Command System (ICS)**

1. We intend to employ ICS, an integral part of the NIMS, in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 7.
2. The incident commander is responsible for carrying out the ICS function of command -- managing the incident. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the incident commander and one or two individuals may perform all of these functions. For larger incidents, a number of individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.
3. An incident commander using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies participating in this type of incident response will normally obtain support through their own department or agency.
4. In emergency situations where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified or Area Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Attachment 7 provides additional information on Unified and Area Commands.

## **E. ICS - EOC Interface**

1. For major emergencies and disasters, the Emergency Operations Center (EOC) will be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.
2. The incident commander is generally responsible for field operations, including:
  - a. Isolating the scene.
  - b. Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
  - c. Warning the population in the area of the incident and providing emergency instructions to them.
  - d. Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
  - e. Implementing traffic control arrangements in and around the incident scene.
  - f. Requesting additional resources from the EOC.
3. The EOC is generally responsible for:
  - a. Providing resource support for the incident command operations.
  - b. Issuing community-wide warning.
  - c. Issuing instructions and providing information to the general public.
  - d. Organizing and implementing large-scale evacuation.
  - e. Organizing and implementing shelter and mass arrangements for evacuees.
  - f. Coordinating traffic control for large-scale evacuations.
  - g. Requesting assistance from the State and other external sources.
4. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations will be coordinated through the EOC.

## **F. State, Federal & Other Assistance**

1. State & Federal Assistance
  - a. If local resources are inadequate to deal with an emergency situation, we will request assistance from the State. State assistance furnished to local governments is intended to supplement local resources and not substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. As noted previously, cities must request assistance from their county before requesting state assistance.
  - b. Requests for state assistance should be made to the Disaster District Committee (DDC) Chairperson, who is located at the Department of Public Safety District Office

in Wichita Falls. See Appendix 3 to Annex M, Resource Management, for a form that can be used to request state assistance. In essence, state emergency assistance to local governments begins at the DDC level and the key person to validate a request for, obtain, and provide that state assistance and support is the DDC Chairperson. A request for state assistance must be made by the chief elected official for the County and may be made by telephone, fax, or teletype. The DDC Chairperson has the authority to utilize all state resources within the district to respond to a request for assistance, with the exception of the National Guard. Use of National Guard resources requires approval of the Governor.

- c. The Disaster District staff will forward requests for assistance that cannot be satisfied by state resources within the District to the State Operations Center (SOC) in Austin for action.

## 2. Other Assistance

- a. If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to a number of interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).
- b. For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to provide assistance to states and local governments. The *National Response Framework (NRF)* describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions. The *Nuclear/Radiological Incident Annex of the NRF* addresses the federal response to major incidents involving radioactive materials.
- c. FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal disaster assistance is authorized prior to a Presidential emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its resources to save lives prior to an emergency or disaster declaration. See Annex J, Recovery, for additional information on the assistance that may be available during disaster recovery.
- d. The NRF applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents, but also the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

## G. Emergency Authorities

1. Key federal, state, and local legal authorities pertaining to emergency management are listed in Section I of this plan.

2. Texas statutes and the Executive Order of the Governor Relating to Emergency Management provide local government, principally the chief elected official, with a number of powers to control emergency situations. If necessary, we shall use these powers during emergency situations. These powers include:
  - a. Emergency Declaration. In the event of riot or civil disorder, the County Judge or Mayor of cities adhering to this plan may request the Governor to issue an emergency declaration for this jurisdiction and take action to control the situation. Use of the emergency declaration is explained in Annex U, Legal.
  - b. Disaster Declaration. When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, the County Judge or Mayors of cities adhering to this plan may by executive order or proclamation declare a local state of disaster. The County Judge or Mayor of cities adhering to this plan may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted the Governor in the Texas Disaster Act *on an appropriate local scale* in order to cope with the disaster. These powers include:
    - 1) Suspending procedural laws and rules to facilitate a timely response.
    - 2) Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.
    - 3) Restricting the movement of people and occupancy of premises.
    - 4) Prohibiting the sale or transportation of certain substances.
    - 5) Implementing price controls.

A local disaster declaration activates the recovery and rehabilitation aspects of this plan. A local disaster declaration is required to obtain state and federal disaster recovery assistance. See Annex U, Legal, for further information on disaster declarations and procedures for invoking emergency powers.

- c. Authority for Evacuations. State law provides a county judge or mayor with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

## **H. Actions by Phases of Emergency Management**

1. This plan addresses emergency actions that are conducted during all four phases of emergency management.
  - a. Mitigation

We will conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Our mitigation program is outlined in Annex P, Mitigation.

b. Preparedness

We will conduct preparedness activities to develop the response capabilities needed in the event an emergency. Among the preparedness activities included in our emergency management program are:

- 1) Providing emergency equipment and facilities.
- 2) Emergency planning, including maintaining this plan, its annexes, and appropriate SOPs.
- 3) Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
- 4) Conducting periodic drills and exercises to test our plans and training.

c. Response

We will respond to emergency situations effectively and efficiently. The focus of most of this plan and its annexes is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation while minimizing casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated functions.

d. Recovery

If a disaster occurs, we will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. Our recovery program is outlined in Annex J, Recovery.

<b>VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES</b>
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**A. Organization**

1. General

Most departments and agencies of local government have emergency functions in addition to their normal day-to-day duties. During emergency situations, our normal organizational arrangements are modified to facilitate emergency operations. Our

governmental organization for emergencies includes an executive group, emergency services, and support services. Attachment 3 depicts our emergency organization.

## 2. Executive Group

The Executive Group provides guidance and direction for emergency management programs and for emergency response and recovery operations. The Executive Group includes the County Judge, Mayor(s), City Manager(s), and Emergency Management Coordinator(s).

## 3. Emergency Services

Emergency Services include the Incident Commander and those departments, agencies, and groups with primary emergency response actions. The incident commander is the person in charge at an incident site.

## 4. Emergency Support Services

This group includes departments and agencies that support and sustain emergency responders and also coordinate emergency assistance provided by organized volunteer organizations, business and industry, and other sources.

## 5. Volunteer and Other Services

This group includes organized volunteer groups and businesses that have agreed to provide certain support for emergency operations.

# **B. Assignment of Responsibilities**

## 1. General

For most emergency functions, successful operations require a coordinated effort from a number of departments, agencies, and groups. To facilitate a coordinated effort, elected and appointed officials, departments and agency heads, and other personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. Attachment 4 summarizes the general emergency responsibilities of local officials, department and agency heads, and other personnel.

2. The individual having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and annex assignments are outlined in Attachment 5. Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support Agencies. Additional specific responsibilities can be found the functional annexes to this Basic Plan.

## 3. Executive Group Responsibilities

a. The County Judge and/or Mayor of cities adhering to this plan will:

- 1) Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
- 2) Monitor the emergency response during disaster situations and provides direction where appropriate.
- 3) With the assistance of the Public Information Officer, keep the public informed during emergency situations.
- 4) With the assistance of the legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary.
- 5) Request assistance from other local governments or the State when necessary
- 6) Direct activation of the EOC.
- 7) Implement the policies and decisions of the governing body relating to emergency management.
- 8) Organize the emergency management program and identify personnel, equipment, and facility needs.
- 9) Assign emergency management program tasks to departments and agencies.
- 10) Ensure that departments and agencies participate in emergency planning, training, and exercise activities.
- 11) Coordinate the operational response of local emergency services.
- 12) Coordinate activation of the EOC and supervise its operation.

b. The Emergency Management Coordinator will:

- 1) Serve as the staff advisor to our County Judge, Mayor, or City Managers of cities adhering to this plan on emergency management matters.
- 2) Keep the County Judge, the Commissioners, Mayors, City Councils/Commissions, or City Managers for cities adhering to this plan apprised of our preparedness status and emergency management needs.
- 3) Coordinate local planning and preparedness activities and the maintenance of this plan.
- 4) Prepare and maintain a resource inventory.
- 5) Arrange appropriate training for local emergency management personnel and emergency responders.
- 6) Coordinate periodic emergency exercises to test our plan and training.
- 7) Manage the EOC, develop procedures for its operation, and conduct training for those who staff it.
- 8) Activate the EOC when required.
- 9) Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
- 10) Coordinate with organized volunteer groups and businesses regarding emergency operations.

#### 4. Common Responsibilities

All emergency services and support services will:

- a. Provide personnel, equipment, and supplies to support emergency operations upon request.
- b. Develop and maintain SOPs for emergency tasks.
- c. Provide trained personnel to staff the incident command post and EOC and conduct emergency operations.
- d. Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to Annex M, Resource Management.
- e. Report information regarding emergency situations and damage to facilities and equipment to the Incident Commander or the EOC.

#### 5. Emergency Services Responsibilities

- a. The Incident Commander will:
  - 1) Manage emergency response resources and operations at the incident site command post to resolve the emergency situation.
  - 2) Determine and implement required protective actions for response personnel and the public at an incident site.
- b. Warning.
  - 1) Primary responsibility for this function is assigned to the County Sheriff, who will prepare and maintain Annex A (Warning) to this plan and supporting SOPs.
  - 2) Emergency tasks to be performed include:
    - a) Receive information on emergency situations.
    - b) Alert key local officials of emergency situations.
    - c) Disseminate warning information and instructions to the public through available warning systems.
    - d) Disseminate warning and instructions to special facilities such as schools and hospitals.
- c. Communications.
  - 1) Primary responsibility for this function is assigned to the County Emergency Management Coordinator who is also the Commercial Radio Network Manager, and will prepare and maintain Annex B (Communications) to this plan, The County Sheriff and each Police Department of cities adhering to this plan will prepare their own supporting SOPs.
  - 2) Emergency tasks to be performed include:
    - a) Identify the communications systems available with the local area and determine the connectivity of those systems, and ensure their interoperability.

- b) Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies.
  - c) Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.
- d. Radiological Protection.
- 1) An Interlocal Agreement between Wichita County and the City of Wichita Falls Fire Department assigns radiological protection, hazardous materials and oil spills response in Wichita County and the Cities adhering to this plan, to the Wichita Falls Fire Department HAZMAT team.
  - 2) Emergency tasks to be performed include:
    - a) Maintain inventory of radiological equipment.
    - b) Ensure response forces include personnel with current training in radiological monitoring and decontamination.
    - c) Respond to radiological incidents and terrorist incidents involving radiological materials.
    - d) Make notification concerning radiological incidents to state and federal authorities.
- e. Evacuation.
- 1) Primary responsibility for this function is assigned to the County Sheriff or the Police Chief for Cities adhering to this plan. The EMC will prepare and maintain Annex E (Evacuation) to this plan in cooperation with the County Sheriff after coordination with each Police Chief in Cities adhering to this plan. The Sheriff and each Police Chiefs will prepare supporting SOPs for their departments.
  - 2) Emergency tasks to be performed include:
    - a) Identify areas where evacuation has been or may in the future and determine of population at risk.
    - b) Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements.
    - c) Develop simplified planning procedures for ad hoc evacuations.
    - d) Determine emergency public information requirements.
    - e) Perform evacuation planning for special needs facilities (schools, hospitals, nursing homes, and other institutions).
- f. Firefighting.
- 1) Primary responsibility for this function is assigned to the Volunteer Fire Departments who will prepare their own supporting SOP's. The EMC will coordinate and maintain Annex F (Firefighting) to this plan.
  - 2) Emergency tasks to be performed by the Volunteer Fire Departments include:
    - a) Fire prevention activities.

- b) Fire detection and control.
- c) Terrorist incident response. The initial response will be the VFD having jurisdiction over the area. Depending on the incident, the interlocal agreement with the Wichita Falls FD may be activated.
- d) Evacuation support.
- e) Post-incident reconnaissance and damage assessment.
- f) Fire safety inspection of temporary shelters by agreement with the City of Wichita Falls FD or if appointed and trained, the City Fire Marshal for cities adhering to this plan.
- g) Prepare and maintain fire resource inventory.

It should be noted that the Nortex 11 county region has 3 trained HAZMAT response teams which will be called upon by agreement (MOU) for support during these types of responses. One of which is the City of Wichita Falls, a paid department. Sheppard Air Force Base also has a HAZMAT team and will respond in accordance with a separate agreement. The nine County Volunteer Fire Departments are not trained to respond to HAZMAT incidents, but will provide support for the established teams.

g. Law Enforcement.

- 1) Primary responsibility for this function is assigned to the Wichita County Sheriff's Office in cooperation with the EMC, who will prepare and maintain Annex G (Law Enforcement) to this plan and supporting SOPs. Each Police Department adhering to this plan will prepare their own SOP's.
- 2) Emergency tasks to be performed include:
  - a) Maintenance of law and order.
  - b) Traffic control.
  - c) Terrorist incident response.
  - d) Provision of security for vital facilities, evacuated areas, and shelters.
  - e) Access control for damaged or contaminated areas.
  - f) Warning support.
  - g) Post-incident reconnaissance and damage assessment.
  - h) Prepare and maintain law enforcement resource inventory.

h. Health and Medical Services.

- 1) Primary responsibility for this function is assigned to the WFWCPHD, who will prepare and maintain Annex H (Health & Medical Services) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - a) Coordinate health and medical care and EMS support during emergency situations.
  - b) Public health information and education.
  - c) Inspection of food and water supplies.
  - d) Develop emergency public health regulations and orders.

- e) Coordinate collection, identification, and interment of deceased victims.
- i. Direction and Control.
  - 1) Primary responsibility for this function is assigned to the EMC, who will prepare and maintain Annex N (Direction & Control) to this plan and supporting SOPs.
  - 2) Emergency tasks to be performed include:
    - a) Direct and control our local operating forces.
    - b) Maintain coordination with neighboring jurisdictions and the Disaster District in Wichita Falls.
    - c) Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC rapidly.
    - d) Assigns representatives, by title, to report to the EOC and develops procedures for crisis training.
    - e) Develops and identifies the duties of the staff, use of displays and message forms, and procedures for EOC activation.
    - f) Coordinates the evacuation of areas at risk.
- j. Hazardous Materials & Oil Spill.
  - 1) The primary responsibility for this function is assigned to the EMC. The EMC, in cooperation with the Volunteer Fire Chiefs, will prepare and maintain Annex Q (Hazardous Material & Oil Spill Response) to this plan. Each Volunteer Fire Department will prepare and maintain supporting SOPs to support HAZMAT responses. A Memorandum of Understanding between Wichita County and the City of Wichita Falls Fire Department assigns hazardous materials and oil spills response in Wichita County and the Cities adhering to this plan, to the Wichita Falls Fire Department HAZMAT team as well as the two other HAZMAT response teams in the region. They are located in the City of Bowie and in the City of Vernon. Local Volunteer Fire Departments and Wichita County will assist as necessary with resources to support the response. Due to the proximity of the Wichita Falls Fire Department (WFFD) to the rural area, they will be the first contact for HAZMAT incidents with SAFB being the second.
  - 2) Emergency tasks to be performed include:
    - a) In accordance with OSHA regulations, establish ICS to manage the response to hazardous materials incidents.
    - b) Establish the hazmat incident functional areas (e.g., Hot Zone, cool zone, Cold Zone, etc.)
    - c) Determine and implement requirements for personal protective equipment for emergency responders.
    - d) Initiate appropriate actions to control and eliminate the hazard in accordance with established hazmat response guidance and SOPs.
    - e) Determine areas at risk and which public protective actions, if any, should be implemented.
    - f) Apply appropriate firefighting techniques if the incident has, or may, result in a fire.

g) Determines when affected areas may be safely reentered.

k. Search & Rescue.

- 1) The primary responsibility for this function is assigned to the EMC, in conjunction with the Volunteer Fire Chiefs and will prepare and maintain Annex R (Search and Rescue) to this plan. Each Volunteer Fire Department will prepare and maintain their own supporting SOPs.
- 2) Emergency tasks to be performed include:
  - a) Coordinate and conduct search and rescue activities.
  - b) Identify requirements for specialized resources to support rescue operations.
  - c) Coordinate external technical assistance and equipment support for search and rescue operations.

l. Terrorist Incident Response.

- 1) Primary responsibility for this function is assigned to the Sheriff's Office, who will prepare and maintain Annex V (Terrorist Incident Response) to this plan and supporting SOPs. Each Police Chief for Cities adhering to this plan will prepare and maintain their own SOP's.
- 2) Emergency tasks to be performed include:
  - a) Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
  - b) Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
  - c) Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
  - d) Ensure required notification of terrorist incidents is made to state and federal authorities.

6. Support Services Responsibilities

a. Shelter and Mass Care.

- 1) Primary responsibility for this function is assigned to the local chapter of the American Red Cross, who will prepare and maintain Annex C (Shelter and Mass Care) to this plan and supporting SOPs
- 2) Emergency tasks to be performed include:
  - a) Perform emergency shelter and mass care planning.
  - b) Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.

b. Public Information.

- 1) Primary responsibility for this function is assigned to the Wichita County Public Information Officer, who will prepare and maintain Annex I (Public Information) to this plan and supporting SOPs. Each City adhering to this plan will maintain their own SOPs in support of their City.
  - 2) Emergency tasks to be performed include:
    - a) Establish a Joint Information Center (JIC)
    - b) Conduct on-going hazard awareness and public education programs.
    - c) Pursuant to the Joint Information System (JIS), compile and release information and instructions for the public during emergency situations and respond to questions relating to emergency operations.
    - d) Provide information to the media and the public during emergency situations.
    - e) Arrange for media briefings.
    - f) Compiles print and photo documentation of emergency situations.
- c. Recovery.
- 1) Primary responsibility for this function is assigned to the EMC along with the Treasurer and Auditor, who will assist with preparing and maintain Annex J (Recovery) to this plan and supporting SOPs. The Mayor for Cities adhering to this plan will appoint a financial representative to maintain information for their cities.
  - 2) Emergency tasks to be performed include:
    - a) Establish and train a damage assessment team using local personnel. Coordinate the efforts of that team with state and federal damage assessment personnel who may be dispatched to assist us.
    - b) Assess and compile information on damage to public and private property and needs of disaster victims and formulate and carry out programs to fill those needs.
    - c) If damages are beyond our capability to deal with, compile information for use by our elected officials in requesting state or federal disaster assistance.
    - d) If we are determined to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.
- d. Public Works.
- 1) Primary responsibility for this function is assigned to the Wichita County Commissioners and the Public Works Director of Cities adhering to this plan, who will, in cooperation with the EMC, prepare and maintain Annex K (Public Works) to this plan and supporting SOPs. For Cities adhering to this plan the Public Works Supervisor will prepare and maintain SOPs for their Cities.
  - 2) Emergency tasks to be performed include:
    - a) Protect government facilities and vital equipment where possible.

- b) Assess damage to streets, bridges, traffic control devices, and other public facilities.
- c) Direct temporary repair of vital facilities.
- d) Restore damaged roads and bridges.
- e) Restore waste treatment and disposal systems.
- f) Arrange for debris removal.
- g) General damage assessment support.
- h) Building inspection support.
- i) Provide specialized equipment to support emergency operations.
- j) Support traffic control and search and rescue operations.

e. Utilities.

- 1) Primary responsibility for this function is assigned to the Wichita County Commissioners, who will, in cooperation with the EMC, prepare and maintain Annex L (Energy and Utilities) to this plan and supporting SOPs. For Cities adhering to this plan, the Public Works Supervisor will prepare and maintain SOPs for each City.
- 2) Emergency tasks to be performed include:
  - a) Prioritize restoration of utility service to vital facilities and other facilities.
  - b) Arrange for the provision of emergency power sources where required.
  - c) Identify requirements for emergency drinking water and portable toilets to the department or agency responsible for mass care.
  - d) Assess damage to, repair, and restore public utilities.
  - e) Monitor recovery activities of privately owned utilities.

f. Resource Management.

- 1) Primary responsibility for this function is assigned to the Administrative Assistant to the County Judge, who will prepare and maintain Annex M (Resource Management) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - a) Maintain an inventory of emergency resources.
  - b) During emergency operations, locates supplies, equipment, and personnel to meet specific needs.
  - c) Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
  - d) Establish emergency purchasing procedures and coordinate emergency procurements.
  - e) Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.
  - f) Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.
  - g) Establish staging areas for resources, if required.
  - h) During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed.

- i) Maintain records of emergency-related expenditures for purchases and personnel.

g. Human Services.

- 1) Primary responsibility for this function is assigned to the EMC with cooperation with the North Texas Area United Way. Preparation and maintenance of Annex O (Human Services) to this plan and supporting SOPs
- 2) Emergency tasks to be performed include:
  - a) Identify emergency feeding sites.
  - b) Identify sources of clothing for disaster victims.
  - c) Secure emergency food supplies.
  - d) Coordinate the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies such as the American Red Cross.
  - e) Coordinate special care requirements for disaster victims such as the aged, special needs individuals, and others.
  - f) Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.

h. Hazard Mitigation.

- 1) The primary responsibility for this function is assigned to the Hazard Mitigation Coordinator (EMC), who will prepare and maintain Annex P (Hazard Mitigation) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - a) Maintain the local Hazard Analysis.
  - b) Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
  - c) In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions.
  - d) Coordinate and carry out post-disaster hazard mitigation program.

i. Transportation.

- 1) The primary responsibility for this function is assigned to the Wichita County EMC, who will prepare and maintain Annex S (Transportation) to this plan and supporting SOPs. For Cities adhering to this plan, the City Manager in cooperation with the Public Works Supervisor will prepare and maintain SOPs for the Cities.
- 2) Emergency tasks to be performed include:
  - a) Identifies local public and private transportation resources and coordinates their use in emergencies.

- b) Coordinates deployment of transportation equipment to support emergency operations.
- c) Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
- d) Maintains records on use of transportation equipment and personnel for purpose of possible reimbursement.

j. Donations Management.

- 1) The primary responsibility for this function is assigned to the North Texas Area United Way with assistance from the EMC, who will prepare and maintain Annex T (Donations Management) to this plan and supporting SOPs. Cities adhering to this plan will prepare and maintain their own SOPs.
- 2) Emergency tasks to be performed include:
  - a) Compile resource requirements identified by the Resource Management staff.
  - b) Solicit donations to meet known needs.
  - c) Establish and implement procedures to receive, accept or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services.
  - d) In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.

k. Legal.

- 1) The primary responsibility for this function is assigned to the Wichita County District Attorney, Civil Division and the City Attorney for Cities adhering to this plan. The EMC along with the Wichita County District Attorney will prepare and maintain Annex U (Legal) to this plan and supporting SOPs. Each City adhering to this plan will prepare and maintain their own SOPs.
- 2) Emergency tasks to be performed include:
  - a) Advise local officials on emergency powers of local government and procedures for invoking those measures.
  - b) Review and advise our officials on possible legal issues arising from disaster operations.
  - c) Prepare and/or recommend legislation to implement the emergency powers that may be required during an emergency.
  - d) Advise local officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.

- l. Department and agency heads not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of our chief elected official.

7. Volunteer & Other Services

- a. Volunteer Groups. The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with our local government:

- 1) The North Texas Chapter of the American Red Cross.

Provides shelter management, feeding at fixed facilities and through mobile units, first aid, replacement of eyeglasses and medications, provision of basic clothing, and limited financial assistance to those affected by emergency situations. The Red Cross also provides feeding for emergency workers.

- 2) The Salvation Army.

Provides emergency assistance to include mass and mobile feeding, temporary shelter, counseling, missing person services, medical assistance, and the warehousing and distribution of donated good including food clothing, and household items. It also provides referrals to government and private agencies for special services.

- 3) Southern Baptist Convention Disaster Relief.

Provides mobile feeding units staffed by volunteers. Active in providing disaster childcare, the agency has several mobile childcare units. They can also assist with clean-up activities, temporary repairs, reconstruction, counseling, and bilingual services.

- 4) ARES.

The Amateur Radio Emergency Services provides amateur radio support for emergency operations, including supplemental communications support in the EOC and the Mobile Incident Command Post.

- b. Business Support.

The Wichita County Local Emergency Planning Committee has agreed to provide support for emergency operations and technical information as necessary.

## **VII. DIRECTION AND CONTROL**

### **A. General**

1. The Wichita County Judge or Mayors of Cities adhering to this plan are responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations, all in compliance with the NIMS. During disasters, the County Judge or Mayors of Cities adhering to this plan may carry out those responsibilities from the EOC.

2. The EMC or City Manager for Cities adhering to this plan will provide overall direction of the response activities of all our departments. During major emergencies and disaster, they will normally carry out those responsibilities from the EOC.
3. The EMC will manage the EOC.
4. The Incident Commander, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response at an incident site.
5. During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment will carry out mission assignments directed by the incident commander. Each department and agency is responsible for having its own operating procedures to be followed during response operations, but interagency procedures, such a common communications protocol, may be adopted to facilitate coordinated effort.
6. If our own resources are insufficient or inappropriate to deal with an emergency situation, we may request assistance from other jurisdictions, organized volunteer groups, or the State. The process for requesting State or federal assistance is covered in section V.F of this plan; see also the Request for Assistance form in Annex M, Appendix 3. External agencies are expected to conform to the general guidance and directed provided by our senior decision-makers.

## **B. Emergency Facilities**

1. Incident Command Post. Except when an emergency situation threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an incident command post or command posts will be established in the vicinity of the incident site(s). As noted previously, the incident commander will be responsible for directing the emergency response and managing the resources at the incident scene.
2. Emergency Operating Center. When major emergencies and disasters have occurred or appear imminent, we will activate our EOC, which is located at the Wichita County Office of Emergency Management, 110 Jefferson Street, Wichita Falls, Texas. Cities adhering to this pan will function from their designated EOC if they have one. If they do not, they will operate from the County EOC.
3. The following individuals are authorized to activate their EOC (s). If they do not have an EOC, the County Judge, EMC, Senior Commissioner or Sheriff will activate the County EOC on their behalf:

### **Wichita County**

- a. COUNTY JUDGE
- b. EMC
- c. SENIOR COMMISSIONER
- d. SHERIFF

### **Burkburnett**

- a. MAYOR

- b. EMC
- c. CITY MANAGER

**Cashion**

- a. MAYOR
- b. EMC

**Electra**

- a. MAYOR
- b. CITY MANAGER
- c. EMC

**Iowa Park**

- a. MAYOR
- b. CITY MANAGER

- 4. The general responsibilities of the EOC are to:
  - a. Assemble accurate information on the emergency situation and current resource data to allow local officials to make informed decisions on courses of action.
  - b. Working with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.
  - c. Provide resource support for emergency operations.
  - d. Suspend or curtail government services, recommend the closure of schools and businesses, and cancellation of public events.
  - e. Organize and activate large-scale evacuation and mass care operations.
  - f. Provide emergency information to the public.
- 5. Representatives of those departments and agencies assigned emergency functions in this plan will staff the EOC. EOC operations are addressed in Annex N (Direction and Control). The interface between the EOC and the incident command post is described in paragraph V.E above.
- 6. Our Alternate County EOC is co-located with the City of Wichita Falls EOC at the Wichita Falls Police and Fire Training Center, 710 Flood Street, Wichita Falls, Texas. This facility will be used if our primary EOC becomes unusable.
- 7. Wichita County has a Mobile Command Post/Communications unit, operated by the Wichita County Office of Emergency Management.

**C. Line of Succession**

- 1. The line of succession for the County Judge and Mayors for Cities adhering to this plan are:

**Wichita County**

- a) Commissioner in order of seniority
- b) Wichita County Sheriff
- c) County Clerk
- d) District Clerk
- e) Tax Assessor/Collector
- f) Judge, County Court at Law #1
- g) Judge, County Court at Law #2

Burkburnett – a) Mayor Pro-tem b) City Council Members in order of their Seniority

Cashion – a) Mayor Pro-tem b) City Council Members in order of their Seniority

Electra – a) Mayor Pro-tem b) City Commission Members in order of their Seniority c) City Manager d) Police Chief

Iowa Park – a) Mayor Pro-tem b) City Administrator c) Chief of Police

Pleasant Valley – a) Mayor Pro-tem b) City Council in order of their Seniority

2. There is no line of succession for the Administrative Assistant to the Wichita County Judge.
3. The line of succession for the City Managers for Cities adhering to this plan are:
  - a) Burkburnett –
    - 1) Director of Administration, in conjunction with the Chief of Police.
    - 2) Public Works Director, in conjunction with the Chief of Police.
  - b) Cashion – No City Manager
  - c) Electra – No line of succession has been established
  - d) Iowa Park –
    - a) City Secretary
    - b) Public Works Director
  - e) Pleasant Valley – No line of succession has been established
4. The line of succession for the Emergency Management Coordinator is:
  - a. AEMC
  - b. Burkburnett EMC
  - c. Sheriff or the Police Chief
5. The lines of succession for each of our department and agency heads shall be in accordance with the SOPs established by those departments and agencies.

<b>VIII. READINESS LEVELS</b>
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**A.** Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. We use a four-tier system. Readiness Levels will be determined by the County Judge or Mayors of Cities adhering to this plan or, for certain circumstances, the Emergency Management Coordinator. General

actions to be taken at each readiness level are outlined in the annexes to this plan; more specific actions will be detailed in departmental or agency SOPs.

**B.** The following Readiness Levels will be used as a means of increasing our alert posture.

1. Level 4: Normal Conditions

- a. Emergency incidents occur and local officials are notified. One or more departments or agencies respond to handle the incident; an incident command post may be established. Limited assistance may be requested from other jurisdictions pursuant to established inter-local agreements.
- b. The normal operations of government are not affected.

2. Level 3: Increased Readiness

- a. Increased Readiness refers to a situation that presents a greater potential threat than “Level 4”, but poses no immediate threat to life and/or property. Increased readiness actions may be appropriate when the situations similar to the following occur:
  - 1) Tornado Watch indicates possibility of tornado development. Readiness actions may include increased situation monitoring and placing selected staff on alert.
  - 2) Flash Flood Watch indicates flash flooding is possible due to heavy rains occurring or expected to occur. Readiness actions may include increased situation-monitoring, reconnaissance of known trouble spots, deploying warning signs.
  - 3) Wildfire Threat. During periods of extreme wildfire threat, readiness actions may include deploying additional resources to areas most at risk, arranging for standby commercial water tanker support, conducting daily aerial reconnaissance, or initiating burn bans.
  - 4) Mass Gathering. For mass gatherings with previous history of problems, readiness actions may include reviewing security, traffic control, fire protection, and first aid planning with organizers and determining additional requirements.
- b. Declaration of “Level 3” will generally require the initiation of the “Increased Readiness” activities identified in each annex to this plan.

3. Level 2: High Readiness

- a. High Readiness refers to a situation with a significant potential and probability of causing loss of life and/or property. This condition will normally require some degree of warning to the public. Actions could be triggered by severe weather warning information issued by the National Weather Service such as:
  - 1) Tornado Warning. Issued when a tornado has actually been sighted in the vicinity or indicted by radio, and may strike in the local area. Readiness actions may

include activating the EOC, continuous situation monitoring, and notifying the public about the warning.

- 2) Flash Flood Warning. Issued to alert persons that flash flooding is imminent or occurring on certain streams or designated areas, and immediate action should be taken. Readiness actions may include notifying the public about the warning, evacuating low-lying areas, open shelters to house evacuees, and continuous situation monitoring.
  - 3) Winter Storm Warning. Issued when heavy snow, sleet, or freezing rain are forecast to occur separately or in a combination. Readiness actions may include preparing for possible power outages, putting road crews on stand-by to clear and/or sand the roads, and continuous situation monitoring.
  - 4) Mass Gathering. Civil disorder with relatively large-scale localized violence is imminent. Readiness actions may include increased law enforcement presence, putting hospitals and fire departments on alert, and continuous situation monitoring.
- b. Declaration of a “Level 2” will generally require the initiation of the “High Readiness” activities identified in each annex to this plan.
4. Level 1: Maximum Readiness
- a. Maximum Readiness refers to situation that hazardous conditions are imminent. This condition denotes a greater sense of danger and urgency than associated with a “Level 2” event. Actions could also be generated by severe weather warning information issued by the National Weather Service combined with factors making the event more imminent.
- 1) Tornado Warning. Tornado has been sited especially close to a populated area or moving towards a populated area. Readiness actions may include taking immediate shelter and put damage assessment teams on stand-by.
  - 2) Flash Flood Warning. Flooding is imminent or occurring at specific locations. Readiness actions may include evacuations, rescue teams on alert, sheltering evacuees and/or others displaced by the flooding, and continuous monitoring of the situation.
  - 3) Mass Gathering. Civil disorder is about to erupt into large-scale and widespread violence. Readiness actions may include having all EMS units on stand-by, all law enforcement present for duty, notify the DDC that assistance may be needed and keep them apprised of the situation, and continuous situation monitoring is required.
- b. Declaration of “Level 1” will generally require the initiation of the “Maximum Readiness” activities identified in each annex to this plan.

## IX. ADMINISTRATION AND SUPPORT

### A. Agreements and Contracts

1. Should our local resources prove to be inadequate during an emergency, requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.
2. In an effort to facilitate assistance pursuant to mutual aid agreements, our available resources are identified and are a part of the Texas Regional Response Network (TRRN).
3. The agreements and contracts pertinent to emergency management that we are a party to are summarized in Attachment 6.

### B. Reports

1. Hazardous Materials Spill Reporting. If we are responsible for a release of hazardous materials of a type or quantity that must be reported to state and federal agencies, the department or agency responsible for the spill shall make the required report. See Annex Q, Hazardous Materials and Oil Spill Response, for more information. If the party responsible for a reportable spill cannot be located, the Incident Commander shall ensure that the required report(s) are made.
2. Initial Emergency Report. This short report should be prepared and transmitted by the EOC when an on-going emergency incident appears likely to worsen and we may need assistance from other local governments or the State. See Annex N, Direction and Control for the format and instructions for this report.
3. Situation Report. A daily situation report should be prepared and distributed by the EOC during major emergencies or disasters. See Annex N, Direction and Control, for the format of and instructions for this report.
4. Other Reports. Several other reports covering specific functions are described in the annexes to this plan.

### C. Records

1. Record Keeping for Emergency Operations

Wichita County and the Cities adhering to this plan are responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with the established local fiscal policies and standard cost accounting procedures.

- a. Activity Logs. The Incident Command Post and the EOC shall maintain accurate logs recording key response activities, including:
  - 1) Activation or deactivation of emergency facilities.
  - 2) Emergency notifications to other local governments and to state and federal agencies.
  - 3) Significant changes in the emergency situation.
  - 4) Major commitments of resources or requests for additional resources from external sources.
  - 5) Issuance of protective action recommendations to the public.
  - 6) Evacuations.
  - 7) Casualties.
  - 8) Containment or termination of the incident.
- b. Incident Costs. All department and agencies shall maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain a estimate of annual emergency response costs that can be used as in preparing future department or agency budgets.
- c. Emergency or Disaster Costs. For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain a detailed list of costs for emergency operations to include:
  - 1) Personnel costs, especially overtime costs
  - 2) Equipment operations costs
  - 3) Costs for leased or rented equipment
  - 4) Costs for contract services to support emergency operations
  - 5) Costs of specialized supplies expended for emergency operations

These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

## 2. Preservation of Records

- a. In order to continue normal government operations following an emergency situation disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each agency responsible for preparation of annexes to this plan will include protection of vital records in its SOPs.
- b. If records are damaged during an emergency situation, we will seek professional assistance to preserve and restore them.

## D. Training

It will be the responsibility of each agency director to ensure that agency personnel, in accordance with the NIMS, possess the level of training, experience, credentialing, currency, physical and medical fitness, or capability for any positions they are tasked to fill.

## **E. Consumer Protection**

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints will be referred to the County Attorney or City Manager for Cities adhering to this plan, who will pass such complaints to the Consumer Protection Division of the Office of the Attorney General.

## **F. Post-Incident and Exercise Review**

The County EMC is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The After Action Report (AAR) will entail both written and verbal input from all appropriate participants. An Improvement Plan will be developed based on the deficiencies identified, and an individual, department, or agency will be assigned responsibility for correcting the deficiency and a due date shall be established for that action.

<b>X. PLAN DEVELOPMENT AND MAINTENANCE</b>
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### **A. Plan Development**

The County Judge and Mayor for Cities adhering to this plan are responsible for approving and promulgating this plan.

### **B. Distribution of Planning Documents**

1. The County Judge and Mayors for Cities adhering to this plan shall determine the distribution of this plan and its annexes. In general, copies of plans and annexes should be distributed to those individuals, departments, agencies, and organizations tasked in this document including the EOC and other emergency facilities and all copies should be set-aside in a secure location. *The plan will not be released to the general public. It is a protected document and is not subject to the Freedom of Information Act. All information contained in the plan will be kept strictly confidential.*
2. The Basic Plan should include a distribution list (See Attachment 1 to this plan) that indicates who receives copies of the basic plan and the various annexes to it. In general, individuals who receive annexes to the basic plan should also receive a copy of this plan, because the Basic Plan describes our emergency management organization and basic operational concepts.

### **C. Review**

The Basic Plan and its annexes shall be reviewed annually by local officials. The EMC will establish a schedule for annual review of planning documents by those tasked in them.

### **D. Update**

1. This plan will be updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or government structure occur.
2. The Basic Plan and its annexes must be revised or updated by a formal change at least **every five years**. Responsibility for revising or updating the Basic Plan is assigned to the EMC. Responsibility for revising or updating the annexes to this plan is outlined in Section VI.B, Assignment of Responsibilities, as well as in each annex. For details on the methods of updating planning documents as well as more information on when changes should be made, refer to Chapter 3 of the Texas Division of Emergency Management (TDEM) *Local Emergency Management Planning Guide* (DEM-10).
3. Revised or updated planning documents will be provided to all departments, agencies, and individuals tasked in those documents.
4. §418.043(4) of the Government Code provides that DEM shall review local emergency management plans. The process for submitting new or updated planning documents to DEM is described in Chapter 6 of the DEM-10. The EMC is responsible for submitting copies of planning documents to our DEM Regional Liaison Officer for review.

**ATTACHMENTS:**

1. Distribution List
2. References
3. Organization for Emergencies
4. Functional Responsibility Matrix
5. Annex Assignments
6. Summary of Agreements & Contracts
7. National Incident Management System

<b>ATTACHMENT 1 DISTRIBUTION LIST</b>
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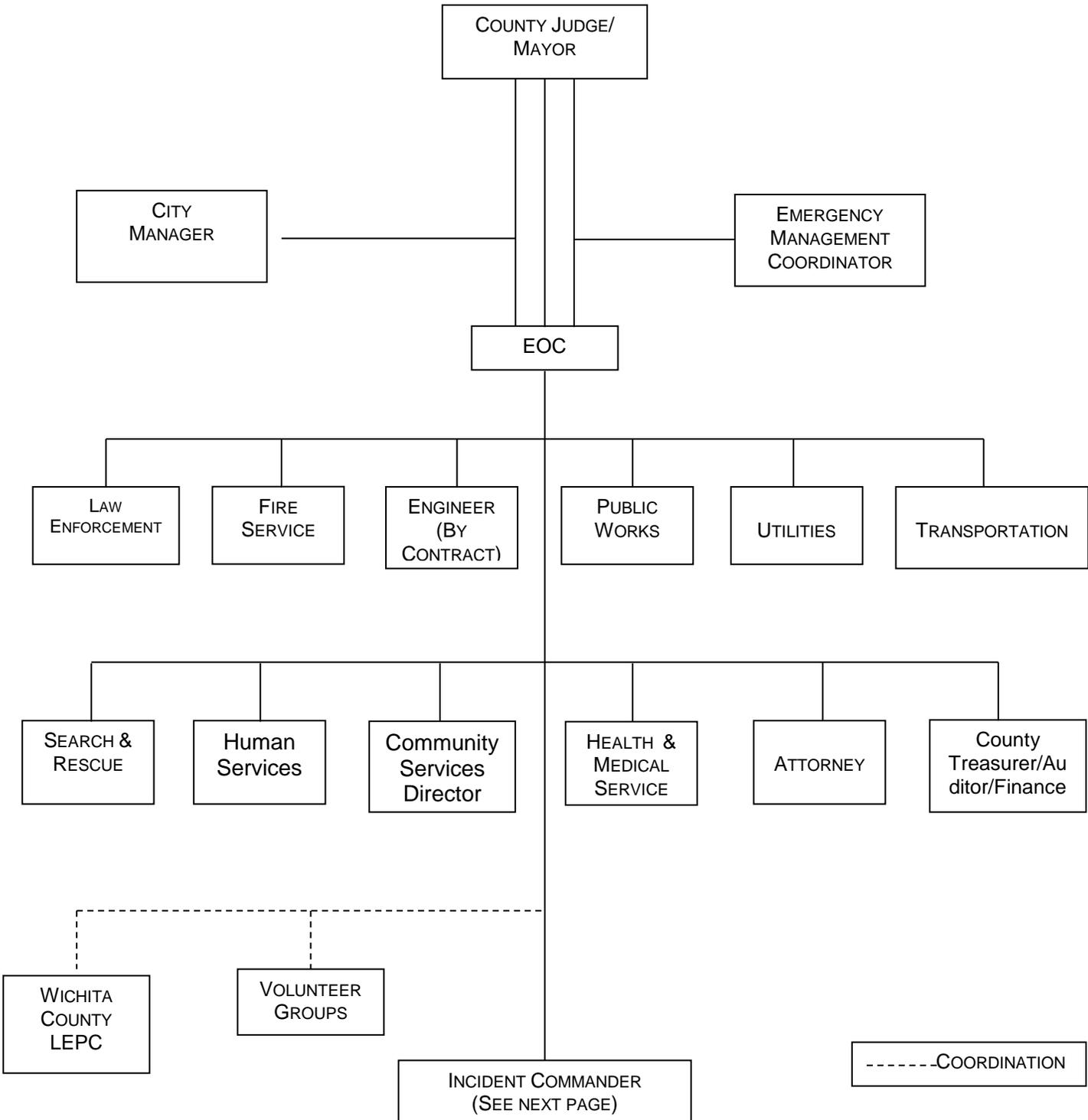
<u>Jurisdiction/Agency Plan</u>	<u>Basic Plan</u>	<u>Annexes</u>
EOC Reference Library	2	All
County Judge/Mayor	1	All
City Manager (as per each city's SOP's)	1	All
Each County Commissioner	1	All
EMC	1	All
Asst. to the Judge	1	All
County Sheriff	2	All
Police Chief (as per each city's SOP's)	1	All
Each Volunteer Fire Chief/Department	1	All
Volunteer Coordinator	1	C, E, O
Wichita Falls-Wichita County Public Health District	1	C, D, H, O, Q
Wichita County Auditor and Treasurer	1	J, M
Human Resources Director	1	O
District Attorney	1	All
ARES Officer	1	All
Kell West Hospital	1	C, E, S
United Regional Hospital	1	C, E, S
Each City Independent School District	1	C, E, O, S, H
ISD Transportation Director	1	C, E, H, O
Other Cities Independent School District	1	C, E, O, S
Wichita County Local Emergency Planning Committee	1	All
American Red Cross	1	C, E, J, O, T
The Salvation Army	1	C, E, J, O, T
Southern Baptist Convention Disaster Relief	1	C, E, J, O, T
TDEM Regional Liaison Officer	1	All
City of Wichita Falls (Backup EOC)	1	All
Mobil Command Post	1	All
IC Vehicle	1	All

## ATTACHMENT 2 REFERENCES

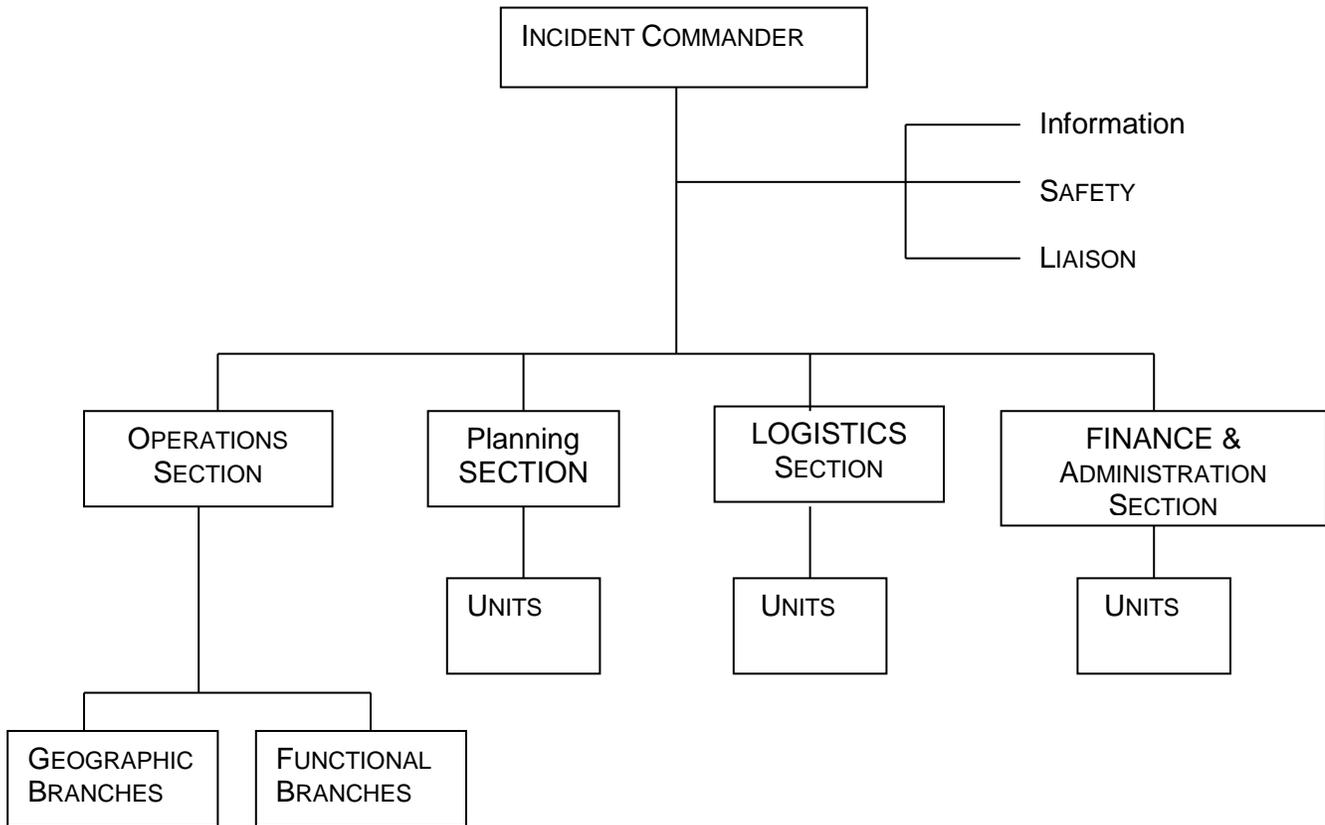
1. Texas Department of Public Safety, Texas Division of Emergency Management, *Local Emergency Management Planning Guide*, DEM-10
2. Texas Department of Public Safety, Texas Division of Emergency Management, *Disaster Recovery Manual*
3. Texas Department of Public Safety, Texas Division of Emergency Management, *Mitigation Handbook*
4. FEMA, Independent Study Course, IS-288: *The Role of Voluntary Organizations in Emergency Management*
5. FEMA, *Comprehensive Preparedness Guide (CPG-101)*
6. U. S. Department of Homeland Security, *National Response Framework*
7. 79<sup>th</sup> Texas Legislature, *House Bill 3111*

**ATTACHMENT 3  
ORGANIZATION FOR EMERGENCY MANAGEMENT**

**WICHITA COUNTY AND THE CITIES ADHERING TO THE PLAN**



**ORGANIZATION FOR EMERGENCY MANAGEMENT  
(Continued)**



**ATTACHMENT 4  
EMERGENCY MANAGEMENT FUNCTIONAL RESPONSIBILITIES**

	Warning	Communications	Shelter & Mass Care	Radiological Protection	Evacuation	Firefighting	Law Enforcement	Health & Medical	Public Information	Recovery	Public Works & Engineering	Utilities	Resource Management	Direction & Control	Human Services	Hazard Mitigation	Hazmat & Oil Spill Response	Search & Rescue	Transportation	Donations Management	Legal	Terrorist Incident Response	
County Judge/Mayor	S	S	S	S	S	S	S	S	S	S	S	S	S	P	S	S	S	S	S	S	S	S	S
Asst. to Judge/City Manager									S	S			S							S			
EMC	S	P	C	C	S	C	C	C	C	S	C	C	S	S	C	P	C	C	C	S	C	C	C
Law Enforcement	P	S	S	C	P	S	P						S	S	S		S	S		S			P
Fire Service	S	S	S	P	S	P							S	S		S	P	S		C			S
Public Works	C	C	C	C	S		C			C	P	S	S	S		S	S	S					C
Utilities		S								S		P	S	C		S	C			S			S
Health & Medical Services			S	S	S			P					S	S	C		S	S	S	S	S		S
Human Services			S	S									S		P	C				S			C
Community Services			P	C	C								S	S	S						P		S
Human Resources													P		S						S		
County Auditor/Treasurer										P			S			S					S		
Transportation/ISD			S		S								S		S		C			P			S
Cities/District Attorney's					S								S			S					S	P	S
Search & Rescue					S	S	C	C						S				P					S

P – INDICATES PRIMARY RESPONSIBILITY  
S – INDICATES SUPPORT RESPONSIBILITY  
C – INDICATES COORDINATION RESPONSIBILITY

**ATTACHMENT 5  
ANNEX ASSIGNMENTS**

<b>ANNEX</b>	<b>ASSIGNED TO:</b>
Annex A: Warning	County Sheriff/City Police Chiefs
Annex B: Communications	EMC
Annex C: Shelter & Mass Care	ARC
Annex D: Radiological Protection	Fire Service and EMC
Annex E: Evacuation	County Sheriff/City Police Chiefs
Annex F: Firefighting	Fire Service and EMC
Annex G: Law Enforcement	County Sheriff/City Police Chiefs
Annex H: Health and Medical Services	WF-WCPHD
Annex I: Public Information	City Managers/Wichita County Sheriff's Office Community Service Officer
Annex J: Recovery	Treasure/Auditor
Annex K: Public Works	County Commissioners/City Councils
Annex L: Utilities	County Commissioners/Public Works
Annex M: Resource Management	Administrative Assistant to the County Judge
Annex N: Direction & Control	EMC
Annex O: Human Services	Human Resources
Annex P: Hazard Mitigation	EMC
Annex Q: Hazardous Materials & Oil Spill Response	Fire Service and EMC
Annex R: Search & Rescue	Fire Service and EMC
Annex S: Transportation	County Commissioners/ISD's
Annex T: Donations Management	EMC, County Auditor and Attorney
Annex U: Legal	Wichita County District Attorney
Annex V: Terrorist Incident Response	County Sheriff City/Police Chiefs /EMC

**ATTACHMENT 6**  
**SUMMARY OF AGREEMENTS & CONTRACTS**

*Description:* NORTEX Regional Planning Commission Mutual Aid Agreement  
*Summary of Provisions:* Provides for mutual aid and protection in the 11 county region  
*Officials Authorized to Implement:* County Judge, County EMC or City Managers  
*Costs:* First 8 hours provided by responding party, additional hours paid for by requesting party  
*Copies Held By:* Each County or City participating in the agreement

*Description:* Letter of Agreement Holliday VFD and Kamay VFD response calls to Lake Diversion  
*Summary of Provisions:* Kamay VFD (Wichita County) is to be the responding emergency service to Lake Diversion, Archer County  
*Officials Authorized to Implement :*None required. Dispatched according to geographic location by Emergency System Number  
*Costs:* None  
*Copies Held By:* Wichita County EMC, Holliday, Texas (Archer County) VFD, and Kamay VFD (Wichita County)

*Description:* Dispatching and Jail Services  
*Summary of Provisions:* The City of Wichita Falls will provide dispatching services for Wichita County and Wichita County in-turn will provide jail services for the prisoners of the City of Wichita Falls  
*Officials Authorized to Implement:* None  
*Costs:* Wichita Falls will pay \$10.00 per prisoner per day housed in the Wichita County Jail  
*Copies Held By:* Wichita County and the City of Wichita Falls

*Description:* Hazmat Response Team  
*Summary of Provisions:* The City of Wichita Falls will provide HAZMAT emergency response to Wichita County  
*Officials Authorized to Implement:* Wichita County Judge, EMC, and any Wichita County Commissioner  
*Costs:* Described in Paragraph 5 of the Agreement  
*Copies Held By:* Wichita County EMO and the City of Wichita Falls

*Description:* Interlocal Cooperative Local Agreement to provide fire service for Wichita County  
*Summary of Provision:* The fire departments of Burkburnett, Cameron Gardens, Electra, Iowa Park, Kamay, Punkin Center, Wichita East and Wichita West agree to provide fire protection to the defined areas within Wichita County in accordance with their Emergency System Number (ESN) response area.  
*Official Authorized to Implement:* In Effect at all times  
*Costs:* None  
*Copies Held By:* Wichita County EMO and each Fire Department

**Contracts**

*Description:* Emergency Medical Services  
*Summary of Provisions:* American Medical Response (AMR) will provide ambulance service (advanced life support) to the cities adhering to this plan with the exception of the City of Electra which has their own EMS system and hospital.  
*Officials Authorized to Implement:* Automatic, 365 days a year  
*Costs:* Varies depending on the city adhering to this plan  
*Copies Held By:* Wichita County EMO, Wichita County Judge, each city included in the contract and the City of Wichita Falls.

<b>ATTACHMENT 7 NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) SUMMARY</b>
--

## **A. BACKGROUND**

1. NIMS is a comprehensive, national approach to incident management that is applicable to all jurisdictional levels and across functional disciplines. This system is suitable across a wide range of incidents and hazard scenarios, regardless of size or complexity. It provides a flexible framework for all phases of incident management, as well as requirements for processes, procedures, and systems designed to improve interoperability.
2. NIMS is a multifaceted system that provides a national framework for preparing for, preventing, responding to, and recovering from domestic incidents.

## **B. COMPONENTS**

1. Command and Management. The incident management structures employed by NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.
  - a. Incident Management System. A system that can be used to manage emergency incidents or non-emergency events such as celebrations.

### 1) FEATURES OF ICS

ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:

- a) Common Terminology. ICS requires the use of common terminology, such as the use of standard titles for facilities and positions within an organization, to ensure efficient and clear communications.
- b) Organizational Resources. All resources including personnel, facilities, major equipment, and supply items used to support incident management activities must be “typed” with respect to capability. This typing will minimize confusion and enhance interoperability.
- c) Manageable Span of Control. Span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.
- d) Organizational Facilities. Common terminology is used to define incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.

- e) Use of Position Titles. All ICS positions have distinct titles.
- f) Reliance on an Incident Action Plan. The incident action plan, which may be verbal or written, is intended to provide supervisory personnel a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved, when state and/or federal agencies are assisting local response personnel, or there has been significant turnover in the incident staff.
- g) Integrated Communications. Integrated communications includes interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.
- h) Accountability. ICS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.

## 2) UNIFIED COMMAND

- a) Unified Command is a variant of ICS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency situation involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements.
- b) ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal ICS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions, but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

## 3) AREA COMMAND

- a) An Area Command is intended for situations where there are multiple incidents that are each being managed by an ICS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multijurisdictional.

- b) The organization of an Area Command is different from a Unified Command in that there is no operations section, since all operations are conducted on-scene, at the separate ICPs.
- 
- b. Multiagency Coordination Systems. Multiagency coordination systems may be required for incidents that require higher level resource management or information management. The components of multiagency coordination systems include facilities, equipment, EOCs, specific multiagency coordination entities, personnel, procedures, and communications; all of which are integrated into a common framework for coordinating and supporting incident management.
  - c. Public Information. The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the DHS *National Incident Management System Plan*, dated March 2004.
- 
- 2. Preparedness. Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any public information activities such as publication management would also be preparedness activities.
  - 3. Resource Management. All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.
  - 4. Communications and Information Management. Adherence to NIMS specified standards by all agencies ensures interoperability and compatibility in communications and information management.
  - 5. Supporting Technologies. This would include any technologies that enhance the capabilities essential to implementing the NIMS. For instance, voice and data communication systems, resource tracking systems, or data display systems.
  - 6. Ongoing Management and Maintenance. The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.



## City Commission Agenda Memo

**From:** Mike Whaley  
City Manager

**Date:** October 19<sup>th</sup>, 2015

**Item:** Fireworks Ordinance Number 890

### Background

Senate Bill 1593 was passed altering Local Government Code 217.042 which addressed the sale of fireworks. Previously, home rule cities had the authority to prohibit the sale of fireworks within 5,000 feet of the city limits. 217.042 of the Local Government Code was changed so that home rule cities can no longer regulate fireworks under the nuisance provision of that chapter. Our ordinance currently restricts the sale of fireworks within 5,000 feet of the city limits. This amendment omits that language from the ordinance and aligns with the new legislation that has been passed.

### Fiscal Impact

N/A

### Options

- Approve Ordinance Number 890

### Staff Recommendation

Staff recommends approval of Approve Ordinance Number 890

### Attachments

Ordinance Number 890

**ORDINANCE NUMBER 890**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, AMENDING THE CODE OF ORDINANCES; TITLE IX. GENERAL REGULATIONS, AMENDING CHAPTER 94: FIRE PREVENTION; FIREWORKS; PROHIBITING THE SALE OR USE OF RESTRICTED FIREWORKS WITHIN CITY LIMITS; PROVIDING A SEVERABILITY CLAUSE REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas legislature has amended the Local Government Code regarding the regulation of the fireworks in the extraterritorial jurisdiction by a home rule municipality; and

**WHEREAS**, the Board of Commissioners finds that this Ordinance is necessary to promote the health and safety of the citizens and their property and comply with State law; **NOW, THEREFORE**,

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

**Part 1: Enacted**

THAT the Code of Ordinances of the City of Burkburnett is hereby amended by amending Chapter 94 FIREWORKS by amending '94.21 Discharge of Fireworks and '94.22 Sale of Fireworks, which, as amended, shall read as follows:

' 94.21 DISCHARGE OF FIREWORKS.

No person shall throw or explode any firecrackers, Roman candles, skyrocketes, torpedoes, grenades, or other combustible fireworks of any kind within the city limits.

Penalty, see ' 94.99

' 94.22 SALE OF FIREWORKS.

No person shall exhibit or have in his possession with the intent to give away or sell or offer for sale any firecrackers, Roman candles, skyrocketes, torpedoes, grenades, or other combustible fireworks within the city limits. However, this section shall not apply to the legitimate sale of any such articles by wholesalers to each other or to the sale of such articles at wholesale entirely without the jurisdiction of the city, or to the sale by wholesalers for private or public demonstration as hereinafter provided.

Penalty, see ' 94.99

**Part 2. Severability.**

If any section, sub-section, clause, phrase or portion of this Ordinance shall be held unconstitutional or invalid by a court of competent jurisdiction, such section, sub-section, sentence, clause, phrase or portion shall be deemed to be a separate, distinct and independent provision and such invalidity shall not affect the validity of the remaining portions.

**Part 3. Repeal.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

**Part 4. Open Meetings.**

That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code and Chapter 211, Texas Local Government Code.

**Part 5. Publication.**

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

**Part 6. Date Effective.**

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

PASSED AND APPROVED on this the 19<sup>th</sup> day of October, 2015.

CITY OF BURKBURNETT

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CARL LAW, MAYOR

ATTEST:

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Janelle Dolan, City Clerk



## City Commission Agenda Memo

**From:** Mike Whaley  
City Manager

**Date:** October 19<sup>th</sup>, 2015

**Item:** Ordinance Number 891 Franchise Agreement Progressive

### Background

I have been approached by Progressive concerning our franchise agreement, specifically as it pertains to exclusive rights given to Progressive in the franchise agreement. In researching this issue with our attorney, I discovered that in order for the City to enforce the terms in the franchise agreement, we would have to adopt the franchise agreement by ordinance and adopt an ordinance that allows for enforcement of the exclusive franchise by fine. The ordinance as presented effectively resolves this issue.

### Fiscal Impact

N/A

### Options

- Approve Ordinance Number 891
- Take no action

### Staff Recommendation

Staff recommends approval of Ordinance Number 891 Franchise Agreement Progressive

### Attachments

Ordinance Number 891 Franchise Agreement Progressive

## **ORDINANCE NUMBER 891**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT; GRANTING THE AUTHORITY FOR THE EXECUTION OF A WASTE SERVICES CONTRACT WITH IESI TX CORPORATION; REQUIRING USE OF IESI TX CORPORATION 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 as 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; and

**WHEREAS**, the City of Burkburnett 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 contract with IESI TX Corporation, 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: Contract**

There is hereby granted by THE CITY OF BURKBURNETT, WICHITA COUNTY, TEXAS to IESI TX CORPORATION 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 IESI TX Corporation 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).

### **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 19<sup>th</sup> day of October, 2015.

**CITY OF BURKBURNETT**

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CARL LAW, MAYOR

ATTEST:

---

Janelle Dolan, City Clerk



## City Commission Agenda Memo

**From:** Mike Whaley  
City Manager

**Date:** October 19<sup>th</sup>, 2015

**Item:** Entryway Signs

### Background

Plans and specifications for the entry signs were prepared and circulated by the architectural firm Bundy, Young, Sims, & Potter. Bids for the proposed entry way signs were received and reviewed. We received three bids on the project with the low bidder being M&F Litiken at \$295,000. The BDC has budgeted \$180,000 to go towards the construction of the signs. The low bid is \$115,000 over the BDC commitment. Having worked with the contractors and architectural firm, we have been able to reduce the costs by \$50,335 which lowers the bid to \$244,665. I would suggest that the BOC allow the City to fund the additional \$64,665 with a combination of monies from our pool cash reserve and street/parks operating maintenance budget.

### Fiscal Impact

\$180,000 BDC budget/\$64,665 City budget

### Options

- Award low bidder
- Reject all bids

### Staff Recommendation

Staff recommends awarding bid to the low bidder M&F Litiken at \$244,665 with considerations

### Attachments

Bid tabulation sheet  
Bid summary  
Project design



BUNDY, YOUNG, SIMS & POTTER, INC.  
Architects • Planners • Interior Design  
1006 North Street - Suite 200 - Wichita Falls, TX 76301  
(817) 761-2404 - FAX 761-2119

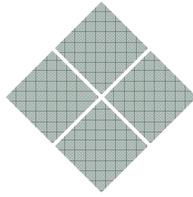
## City of Burkburnett - New Gateway Monument Signage

BYSP # 13023

September 10, 2015

### Bid Tabulation Sheet

General Contractor	Bid Bond	Add #1	# of Days	Completion Date	Base Proposal	Comments
1. Anthony Inman Construction						No Bid
2. Gary Baker						No Bid
3. Kurt Wendeborn Construction	Yes	Yes	150		\$368,000	
4. M&F Litteken	Yes	Yes	150		\$295,000	
5. NRB Construction						No Bid
6. Trinty Hughes Construction	Yes	Yes	120	Friday, January 15, 2016	\$360,430	
7						
8						
9						
10						
11						
12						
13						
14						



BUNDY, YOUNG, SIMS & POTTER, INC.  
*Architects ♦ Planners ♦ Interior Design*

## New Gateway Monument Signage For: City of Burkburnett

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Bid Total	\$295,000
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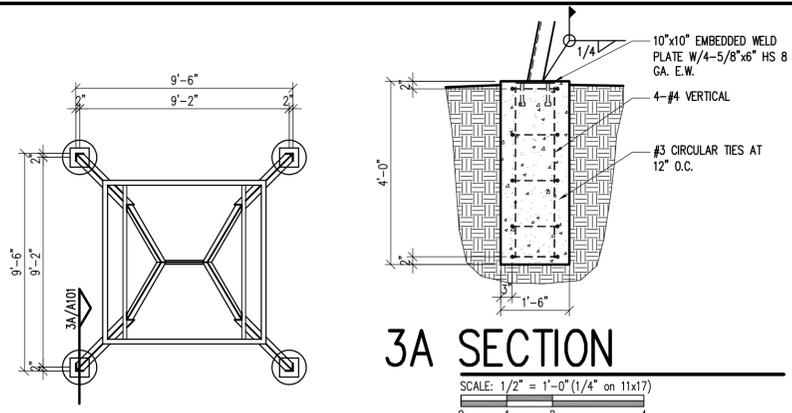
### VE Hems

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- |   |          |
|---|----------|
| 1. Delete Landscaping (includes crushed Granite & French Drain)                 | \$12,855 |
| 2. Delete Labor to Install Derricks (Haul & Erection)                           | \$ 4,000 |
| 3. Delete Paint at Derricks   | \$ 4,600 |
| 4. Reduce Contingency by \$7,000  | \$ 7,000 |
| 5. Reduce Masonry & Concrete Foundation per Revised Drawings                    | \$14,490 |
| 6. Remove Stone on backside of signs & Replace 8" CMU with<br>8" Split Face CMU | \$ 7,390 |

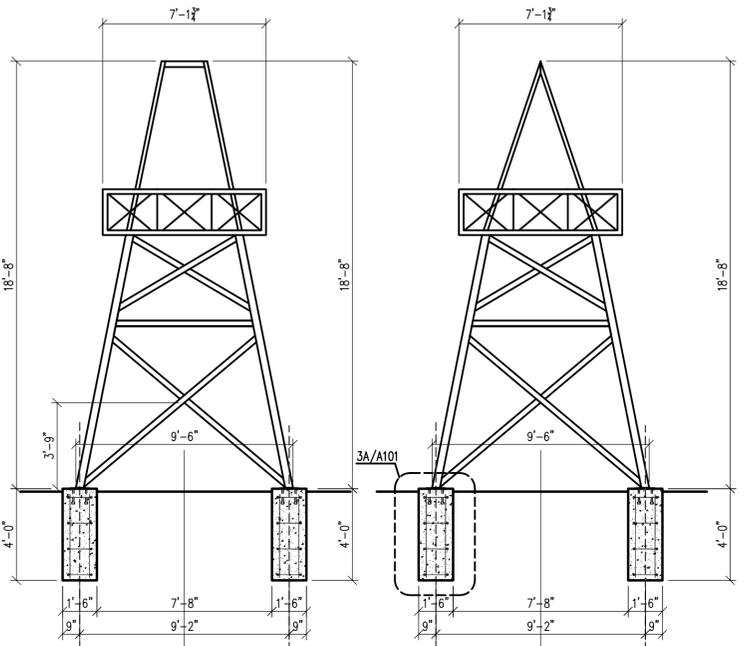
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Total After VE Hems	\$244,665
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**3A SECTION**

SCALE: 1/2" = 1'-0" (1/4" on 11x17)



**3 TOWER DETAILS**

SCALE: 1/4" = 1'-0" (1/8" on 11x17)

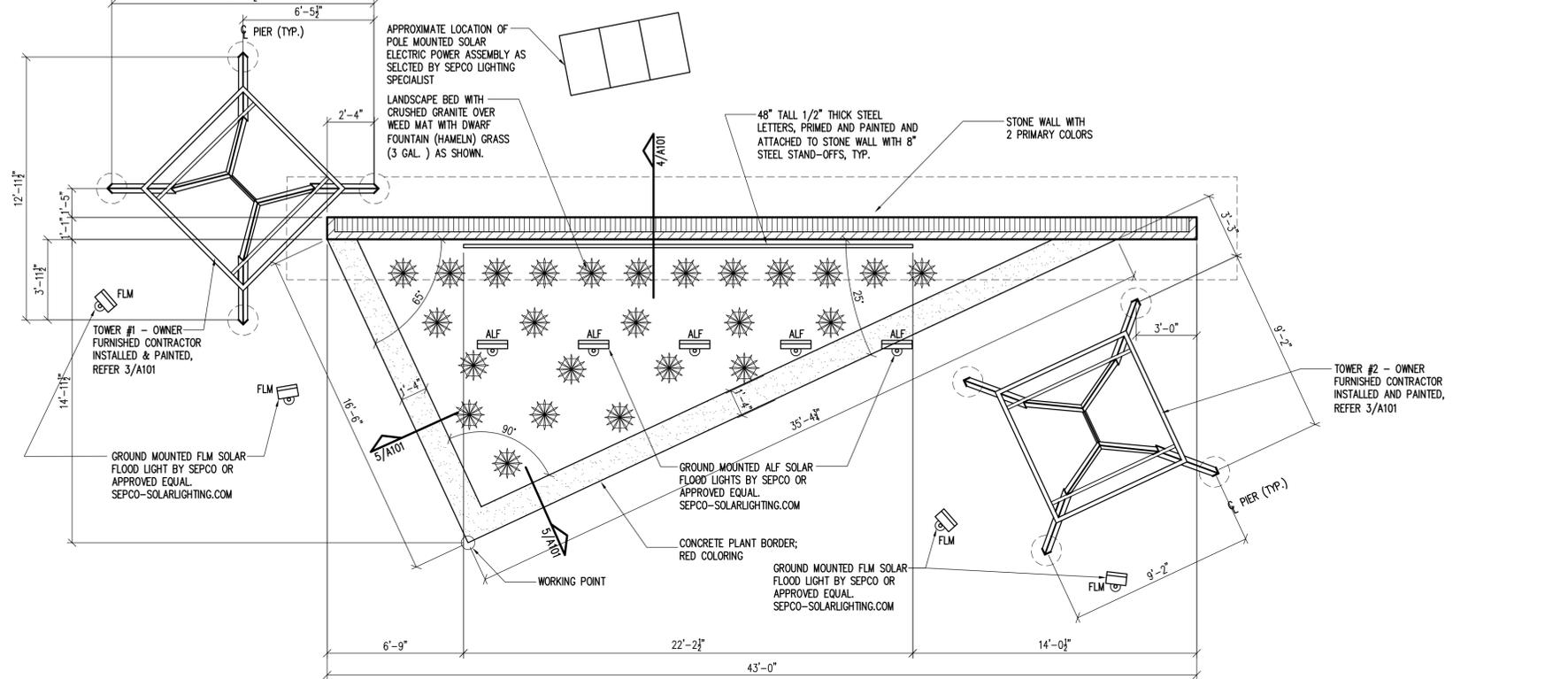
**GENERAL NOTES:**

1. THE CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES OR UNFORSEEN CONDITIONS AS SOON AS THEY ARE DISCOVERED.
2. COORDINATE WITH REQUIREMENTS OF CIVIL DRAWINGS.
3. STRIP TOP 6" OF EXISTING TOPSOIL IN ALL AREAS OF SITE TO BE COVERED WITH SIGNAGE OR LANDSCAPE AREAS WHERE GRADES ARE INDICATED TO BE CHANGED. STOCKPILE STRIPPED TOPSOIL ON SITE. PRIOR TO COMPLETION OF CONSTRUCTION PROVIDE MINIMUM 6" OF TOPSOIL FROM STOCKPILE IN ALL UNPAVED AREAS OF SITE DISTURBED BY CONSTRUCTION.
4. TOWERS "DERRICKS" SHALL BE OWNER FURNISHED AND CONTRACTOR INSTALLED. CONTRACTOR RESPONSIBLE FOR MOVING TOWERS FROM CITY OF BURKBURNETT YARD TO JOBSITES. TOWERS TO BE REPAIRED AS NEEDED AND PAINTED, COLOR SELECTED BY ARCHITECT.
5. CONTRACTOR TO PROVIDE 4' X 4' MOCK-UP PANEL OF SELECTED STONE FOR APPROVAL BY OWNER/ARCHITECT, COLOR(S) SELECTED BY ARCHITECT.

**CONCRETE GENERAL NOTES**

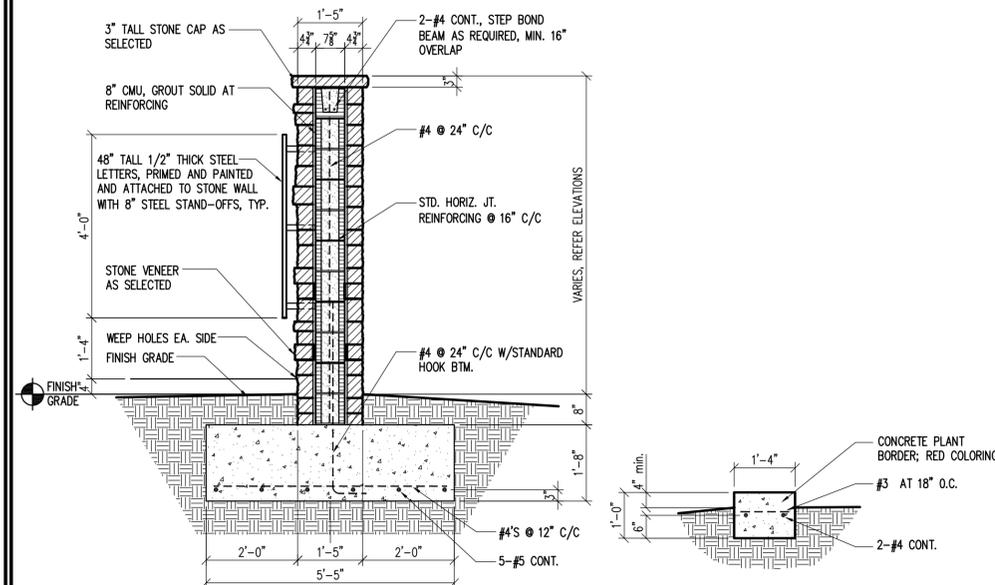
1. CONCRETE:
  - A. ALL CONCRETE SHALL DEVELOP 3000 PSI COMPRESSIVE STRENGTH IN 28 DAYS. CONSTRUCT ALL REINFORCED CONCRETE TO COMPLY WITH THE RECOMMENDATIONS OF ACI-301, 305, 306, 308, 315 AND 318 LATEST EDITIONS, UNLESS NOTED OTHERWISE.
  - B. ALL REINFORCING SHALL CONFORM TO ASTM A615, GRADE 60.
  - C. NO SPLICES OF REINFORCEMENT SHALL BE MADE EXCEPT AS DETAILED OR AUTHORIZED BY THE STRUCTURAL ENGINEER. LAP SPLICES, WHERE PERMITTED, SHALL BE A MINIMUM OF 40 BAR DIAMETERS UNLESS NOTED OTHERWISE. MAKE ALL BARS CONTINUOUS AROUND CORNERS. LAP SPLICE TOP BARS 40 BAR DIAMETERS MINIMUM MIDWAY BETWEEN FOOTINGS OR PIERS ONLY AS REQUIRED. LAP SPLICE BOTTOM BARS 12" MINIMUM ONLY AS REQUIRED WITH SPLICES CENTERED OVER FOOTINGS OR PIERS.
  - D. PROVIDE ALL ACCESSORIES NECESSARY TO SUPPORT REINFORCING AT POSITIONS SHOWN ON THE DRAWINGS.
  - E. DETAIL BARS IN ACCORDANCE WITH A.C.I. DETAILING MANUAL AND A.C.I. BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, LATEST ED.
  - F. LAP REINFORCING BARS A MINIMUM OF 12".
2. FOUNDATIONS:
  - A. GENERAL SITE PREPARATIONS: REMOVE TOPSOIL AND SUBSOIL MATERIALS AS REQUIRED. SCARIFIED AND RECOMPACTED EXISTING SUBGRADE AS PRESCRIBED BELOW WITH A STEEL PLATE COMPACTOR. THE EXPOSED SUBGRADE SHALL BE SCARIFIED TO A DEPTH OF 6" AND RECOMPACTED TO A RANGE OF 92% TO 96% OF ITS MAXIMUM STANDARD PROCTOR DENSITY.
 

SELECT FILL: CLAY SAND OR VERY SANDY CLAY. WITH A LIQUID LIMIT LESS THAN 35 AND A P.I. BETWEEN 5 AND 12. THE NON-EXPANSIVE SELECT FILL SHALL BE PLACED IN LOOSE LIFTS LESS THAN 9" AND COMPACTED TO AT LEAST 95% STD. PROCTOR DENSITY WITH MOISTURE RANGING FROM -1 TO +3% ABOVE OPTIMUM VALUE.
  - B. ALLOWABLE BEARING PRESSURE = 2,000 PSF
  - C. PROVIDE SITE GRADING TO CHANNEL SURFACE WATER AWAY FROM SIGNAGE FOUNDATION.



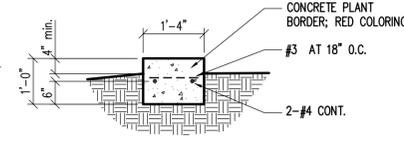
**1 NORTH BOUND - PLAN**

SCALE: 1/4" = 1'-0" (1/8" on 11x17)



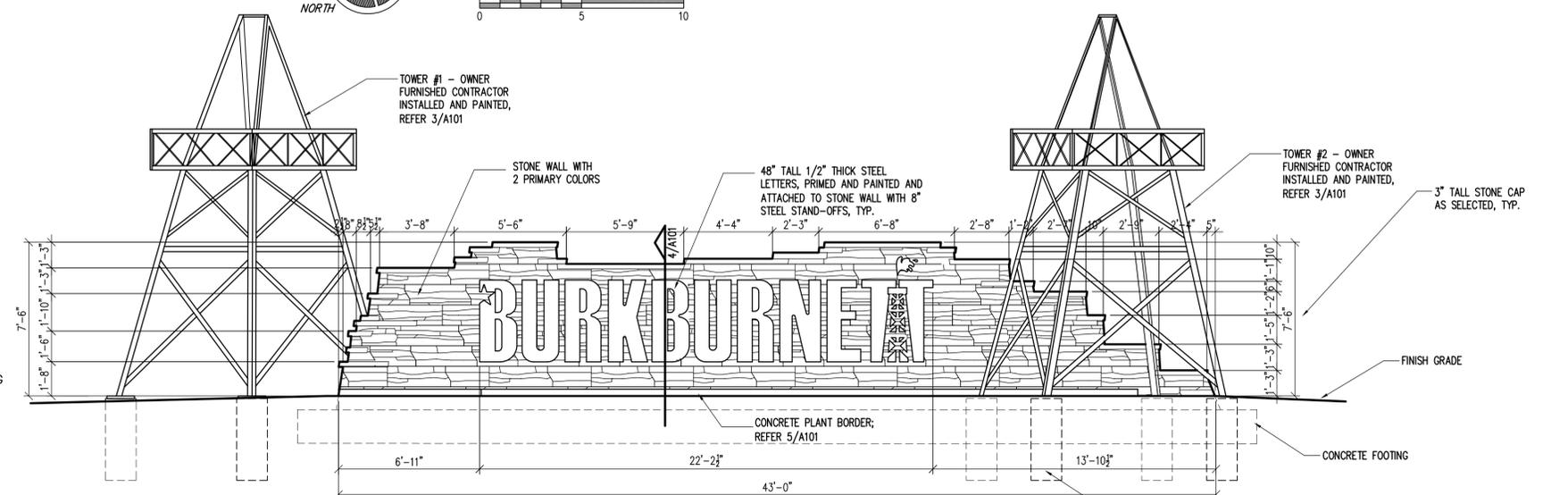
**4 SECTION**

SCALE: 1/2" = 1'-0" (1/4" on 11x17)



**5 SECTION**

SCALE: 1/2" = 1'-0" (1/4" on 11x17)



**2 NORTH BOUND - ELEVATION**

SCALE: 1/4" = 1'-0" (1/8" on 11x17)

RICK SIMS  
PRELIMINARY  
DRAWING  
NOT FOR CONSTRUCTION  
DATE: OCTOBER 14, 2015

NEW GATEWAY MONUMENT SIGNAGE FOR:  
**CITY OF BURKBURNETT**  
BURKBURNETT, TEXAS

**BUNDY, YOUNG, SIMS & POTTER, INC.**  
ARCHITECTS/PLANNERS/INTERIOR DESIGN  
1005 Ninth Street - Suite 200  
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Dick Bundy, FAIA



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DATE: 10/14/15  
JOB NO.: 13023

NORTH BOUND  
PLANS & ELEVATIONS

PROGRESS DRAWINGS - 10/14/15  
NOT FOR CONSTRUCTION

**A101**

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OF 2 SHEETS

**RICK SIMS**  
**PRELIMINARY**  
**DRAWING**  
 NOT FOR REGULATORY APPROVAL,  
 PERMITTING OR CONSTRUCTION  
 DATE: **OCTOBER 14, 2015**

**NEW GATEWAY MONUMENT SIGNAGE FOR:**  
**CITY OF BURKBURNETT**  
 BURKBURNETT, TEXAS

**BUNDY, YOUNG, SIMS & POTTER, INC.**  
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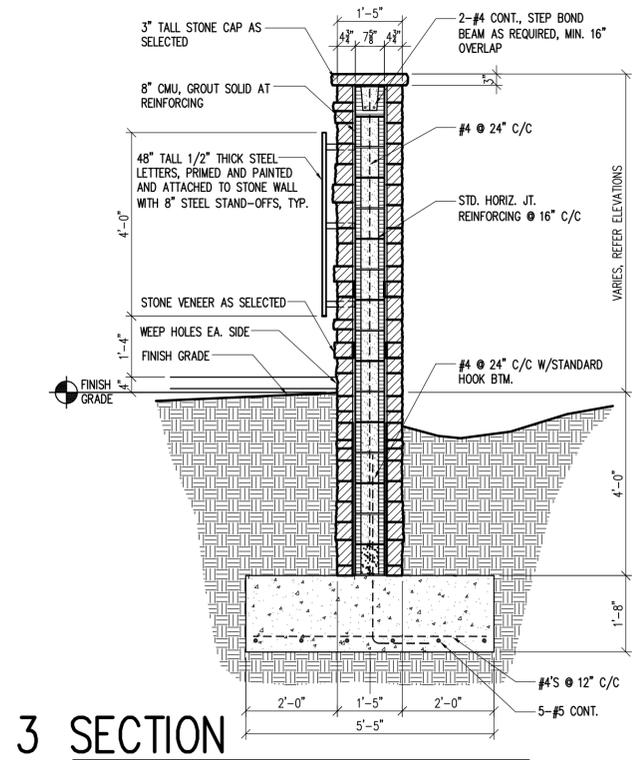


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 CHECKED BY: RSS  
 DATE: 10/14/15  
 JOB NO.: 13023

SOUTH BOUND  
 PLANS & ELEVATIONS

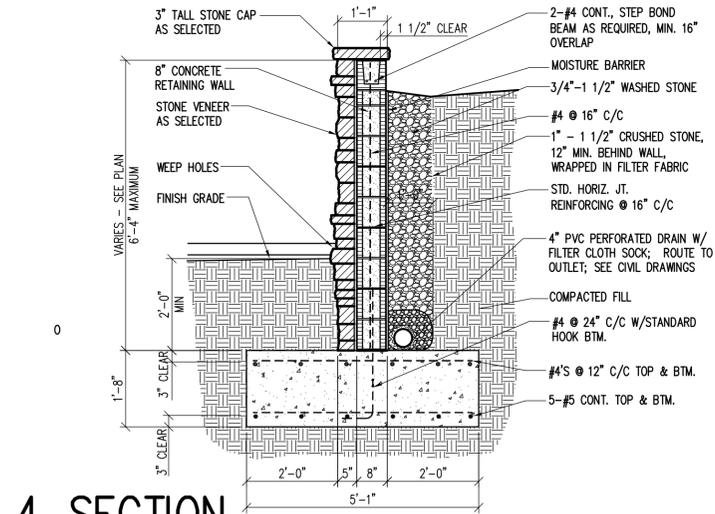
**A102**

OF 2 SHEETS



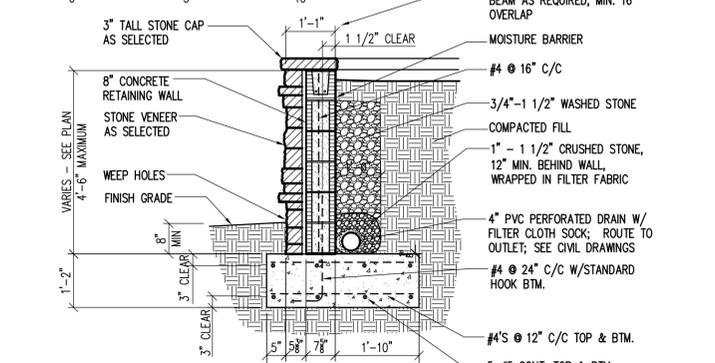
**3 SECTION**

SCALE: 1/4" = 1'-0" (1/8" on 11x17)



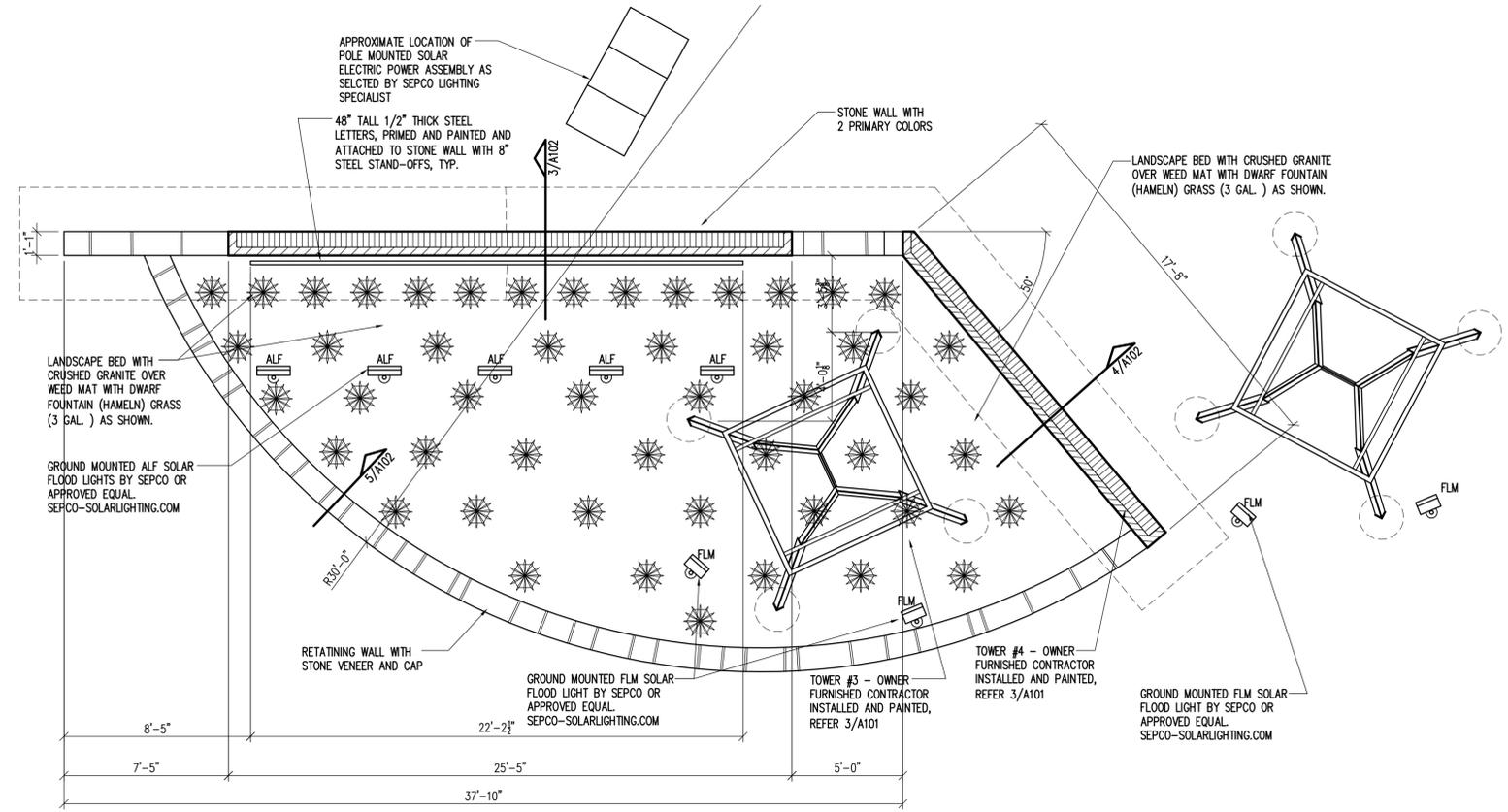
**4 SECTION**

SCALE: 1/4" = 1'-0" (1/8" on 11x17)



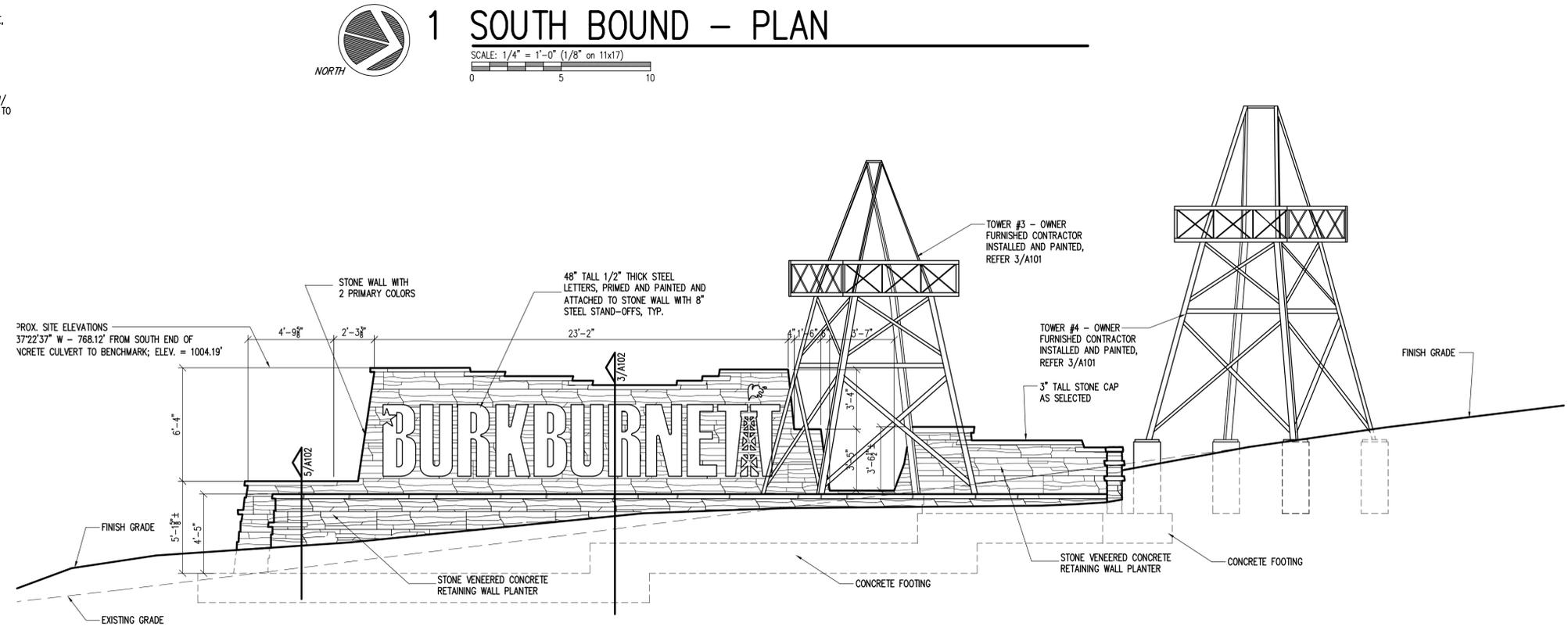
**5 SECTION**

SCALE: 1/2" = 1'-0" (1/4" on 11x17)



**1 SOUTH BOUND - PLAN**

SCALE: 1/4" = 1'-0" (1/8" on 11x17)



**2 SOUTH BOUND - ELEVATION**

SCALE: 1/4" = 1'-0" (1/8" on 11x17)

PROGRESS DRAWINGS - 10/14/15  
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## City Commission Agenda Memo

**From:** Mike Whaley  
City Manager

**Date:** October 19<sup>th</sup>, 2015

**Item:** "In God We Trust" Decal, Police Department

### Background

I have received the request to place "in God We Trust" decals on the police units. The request was researched with our city attorney to determine the legality of the request. The U.S. Supreme Court has ruled that the phrase "In God We Trust" is "ceremonial" and "patriotic" and not an expression of religion. If the BOC were to make a motion that a sticker with "In God We Trust" be placed on the police cars as a call for a return to patriotism and the morals that made this country great, the City would be in line with the Supreme Court ruling.

### Fiscal Impact

N/A

### Options

- Approve Request to place decals on vehicles
- Deny request

### Staff Recommendation

Staff recommends approval of request to place "In God We Trust" decals on emergency vehicles

### Attachments

Example photo

POLICE



TEXAS  
EXEMPT  
114-4592

16

IN GOD WE TRUST