

The City Of  
**Pampa**

**Work Session & Regular Meeting of the:**

**City Commission**

**March 9, 2015**

**5:00 p.m.**

**City of Pampa**

201 W. Kingsmill St.

P.O. Box 2499

Pampa, Texas 79066-2499

Phone: 806-669-5750

Fax: 806-669-5767



**CITY OF PAMPA  
CITY COMMISSION AGENDA  
WORK SESSION AND REGULAR MEETING**

John Studebaker, Commissioner Ward 1  
Chris Porter, Commissioner Ward 2  
Robert Dixon, Commissioner Ward 3  
Karen McLain, Commissioner Ward 4

Brad Pingel, Mayor

Shane Stokes, City Manager  
Karen Price, City Secretary  
Leland Waters, City Attorney

Notice is hereby given of a **WORK SESSION AND REGULAR MEETING** of the City Commission of the City of Pampa, Texas to be held on **MONDAY, MARCH 9, 2015, WORK SESSION AT 5:00 P.M., REGULAR MEETING AT 5:30 P.M., CITY HALL – CITY COMMISSION CHAMBER, THIRD FLOOR, 201 W. KINGSMILL, PAMPA, TEXAS**, for the purpose of considering the following agenda items.

All agenda items are subject to action. The City Commission reserves the right to adjourn into Executive 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.

**CALL TO ORDER - WORK SESSION: No Action to be taken**

- ▶ **“Operation Community Pride” – Donny Hooper, Public Works Director**

**ADJOURNMENT**

**CALL TO ORDER – REGULAR MEETING**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PLEDGE ALLEGIANCE TO TEXAS FLAG**

**PUBLIC COMMENTS:**

Citizens who have signed a card to speak to the City Commission will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the City Staff and City Commission Members are prevented from discussing the subject and may respond only with statements of factual information or existing City policy. Citizens are limited to three (3) minutes for their presentation to the City Commission.

**RECOGNITIONS:**

- ▶ **Fire Department Staff – Kim Powell, Fire Chief**

**REPORT:**

- ▶ **Racial Profile Report – Kelly Rushing, Chief of Police**

**AUTHORIZATIONS BY CITY COMMISSION:**

1. Consider approving the minutes of the February 23, 2015 regular Commission Meeting as presented.
2. Consider all matters incident and related to the issuance and sale of "City of Pampa, Texas General Obligation Refunding Bonds, Series 2015", including the adoption of an Ordinance authorizing the issuance of such bonds and authorizing the execution of any necessary engagement with the City's financial advisors and/or bond counsel.
3. Consider adopting on second and final reading Resolution No. R15-005, a Resolution of the City of Pampa approving a grant in the amount of \$350,000.00 from the Pampa Economic Development Corporation to Pampa Energy Center for improvements to County Road J.
4. Consider authorizing SAMCO Capital Markets, Inc. to serve as the City of Pampa's Financial Advisors.
5. Consider cancelling the May 9, 2015 General Election.  
*Considerar la cancelación de la Elección General de 9 de Mayo de 2015.*

**ADJOURNMENT**

**CERTIFICATION**

I certify that the above Agenda was posted on the outside officially designated bulletin board in front of City Hall, facing Kingsmill Street, a place convenient and readily accessible to the general public at all times and said Agenda was posted on **FRIDAY, MARCH 6, 2015, BEFORE 5:00 P.M.** and remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

  
\_\_\_\_\_  
Karen L. Price, City Secretary

**ASSESSIBILITY STATEMENT**

In compliance with the Americans with Disabilities Act, the City of Pampa will provide for reasonable accommodations for persons attending City Commission meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Karen Price, City Secretary, at 669-5750. City Hall is wheelchair accessible. Entry is on the West side of the building.

**AGENDA REMOVAL NOTICE**

This public notice was removed from the official designated bulletin board at 201 W. Kingsmill Street, Pampa, Texas, City Hall on the following date and time:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

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



## **CITY OF PAMPA AGENDA INFORMATION SHEET**

**ITEM/PROJECT:**

**REPORT: RACIAL PROFILING**

**MEETING DATE:**

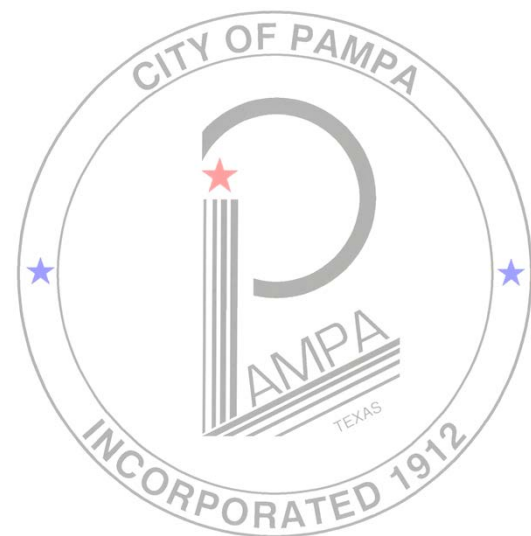
March 9, 2015

**STAFF CONTACT:**

Kelly Rushing, Chief of Police

**BACKGROUND/  
ADDITIONAL  
INFORMATION:**

Racial Profiling Stats, Annual Report, Use of Force Report and Pursuit Report attached.



# Partial Exemption Racial Profiling Reporting

## Tier 1

### PAMPA POLICE DEPARTMENT

Module(s): All

Call Type(s): All

Date Range: From 1/1/2014 To 12/31/2014

#### Number of motor vehicle stops:

	1.	1712	citation only		
Mark only 1 category per vehicle stop	2.	0	arrest only		
	3.	5	both		
				4.	1717 Total

#### Race or Ethnicity:

	5.	85	African		
	6.	2	Asian		
	7.	1083	Caucasian		
	8.	542	Hispanic		
	9.	3	Middle Eastern		
	10.	2	Native American		
				11.	1717 Total

#### Race or Ethnicity known prior to stop?

	12.	0	Yes		
	13.	1717	No		
				14.	1717 Total

#### Search conducted?

	15.	83	Yes		
	16.	1634	No		
				17.	1717 Total

#### Was search consented?

	18.	45	Yes		
	19.	38	No		
	20.	83	Total Must equal #15		

# PAMPA POLICE DEPARTMENT

## 2014 ANNUAL REPORT



**CHIEF OF POLICE**

**Kelly Rushing**

# **LAW ENFORCEMENT CODE OF ETHICS**

**AS A LAW ENFORCEMENT OFFICER, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the constitutional rights of all persons to liberty, equality, and justice.**

**I WILL keep my private life unsullied as an example to all and will conduct myself in a manner that does not bring discredit to me or to my agency. I will maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life. I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.**

**I WILL never act officiously or permit personal feeling, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.**

**I RECOGNIZE the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice.**

**I KNOW that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.**

**I WILL constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession...Law Enforcement.**

# **PAMPA POLICE DEPARTMENT**

## **ANNUAL REPORT 2014**

The 2014 Pampa Police Department Annual Report was published by the Crime Prevention and Public Information Office of the Police Department. The information contained within is provided to give readers an accurate as possible depiction of the Pampa Police Department in the year 2014. Changes in case statuses and dispositions occur regularly. These changes can occur days, months, and even years after an initial report is taken. Such changes can affect the accuracy of this report beyond its published date.

**Crime Prevention Officer**

**Detective Brian Massey**



## DEPARTMENT PERSONEL

The Pampa Police Department is authorized of a total of 27 sworn law enforcement personnel, along with 10 civilian personnel. Also under the direction of the Chief of Police, but not included in these figures, is the Animal Control Department.

The Pampa Police Department is divided into 5 divisions, with a command level supervisor assigned to all but two divisions. Each division supervisor is under the direction of the Assistant Chief of Police, with the exception of the Special Services Division, which reports to the Chief of Police. For the year 2013, the divisions and their respective command staff were as follows:

Chief of Police-	Kelly Rushing
Assistant Chief of Police-	Kenneth Hopson
Patrol Division	Lieutenant Bo Lake
Criminal Investigation Division	Lieutenant Colby Brown
Communications Division	Debbie McDonald
Records	Asst. Chief Kenneth Hopson
Special Services	Chief Kelly Rushing

## Patrol Division

### **Bo Lake, Patrol Division Lieutenant**

The patrol division, with 18 personnel, is the largest division within the Police Department. It is comprised of 9 Patrol Officers, three Senior Patrol Officers, three Patrol Sergeants, two School Resource Officers, and the Patrol Lieutenant. This division is overseen by Lieutenant Bo Lake.

Patrol is the division most commonly seen and noted by the public as they are responsible for responding to all emergency and non-emergency calls for police service within the city, commonly referred to as First Responders. When not responding to calls, patrol officers are trained and encouraged to be proactive, performing roving and directed patrols of our streets and neighborhoods. In addition they are charged with investigating all non-fatal traffic collisions, and performing officer initiated activities including traffic enforcement and detecting and investigating suspicious persons or circumstances,

For patrol assignments, the city is divided into 3 zones, known as "beats". On a typical shift there are 3 patrol officers along with one field supervisor consisting of a Sergeant or Senior Officer. Each officer is assigned to one of the three beats, ensuring that coverage is spread evenly throughout the city.

In agreement and cooperation with the Pampa Independent School District, the Patrol Division also has two School Resource Officers stationed throughout the district. One SRO is assigned and holds an office at the Pampa High School. The other SRO is assigned to and holds an office at the Pampa Junior High School. Each SRO is also responsible for two of the four Elementary Schools, completing the district-wide coverage plan. The SRO's are responsible for all criminal matters that occur on school property. In addition, they perform and assist with teaching various crime prevention and awareness initiatives and alcohol and substance abuse programs throughout the school year.

During 2014 the patrol division responded to a total of 17,663 calls for service or officer initiated activities. That number was down from 18,218 in the 2013 year. The Division also performed a total of 339 traffic collision investigations, and issued a total of 4,933 traffic citation during the 2014 year.

## Criminal Investigations Division

Colby Brown, CID Lieutenant

The Criminal Investigations Division, CID, consists of a total of 4 Detectives, the CID Sergeant, and the CID Lieutenant. This division is overseen by Lieutenant Colby Brown.

CID is responsible for processing and investigating all reports that are generated by the Patrol Division and other sources. The duties related to this include identifying possible suspects through the investigative process, interviewing victims, witnesses, and suspects, and collecting and processing evidence. They are also responsible for the preparation and filing of all criminal cases sent to the appropriate prosecutor, and any performing any subsequent follow-up investigation required. Our detectives utilize a wide array of investigative tools, techniques, and resource databases to identify suspects and prosecute them the offenses they commit. The CID division also has portable emergency scene lighting and a Crime Scene Response trailer equipped with the items needed to process a larger scaled crime scene.

In 2014 CID processed and investigated a total of 2,119 reports generated by the department. That number was slightly down from 2,260 in 2013. Of the 2,119 reports, 1,260 have a disposition status of closed or cleared by arrest, giving a clearance rate of 59%. 825 are listed as inactive cases, primarily due to lack of evidence or suspect identification. 5 reports were deemed unfounded. 23 reports were still active at the year end. There are also 6 cases that have disposition status that is unknown.

Three of the four division's Detectives are tasked with additional roles within the Department. One of those positions includes that of Public Information Officer (PIO) for the Department. That role is held by Detective Jason Collier. The PIO is responsible for all media relations for the Department. The duties include composing and disseminating press releases of police incidents, holding press conferences, and efforts to increase awareness, involvement, and relations with the community.

The second dual tasked position is that of the Sex Offender Registration Officer. Detective Craig Merritt is currently tasked with the duty of ensuring that each of the 69 active sex offenders who reside within the city limits are in compliance with the sex offender registration laws enacted by the State. Of those 69 registered offenders, 12 are listed as either incarcerated or deported, and 5 are residing out of state. Another 4 have a status of unknown or absconded, leaving a total of 48 who are current and in compliance with the registration requirements.

The final dual tasked position is the position of Crime Prevention Officer (CPO). That role is held by Detective Brian Massey. The CPO is responsible for instructing and disseminating all public awareness educational information to the public. This is done through on-site presentations at businesses, schools,

churches, and community events, as well as through printed material and press releases. Some of the programs conducted include Crime Prevention for the Workplace, drug and alcohol awareness, stranger-danger, and youth gun-safety programs. The Crime Prevention Office utilizes McGruff and Eddie the Eagle for several of these programs.

The Crime Prevention Officer is also tasked with being the Crime Stoppers Coordinator for Pampa Gray County Crime Stoppers. During the 2014 year, Pampa Gray County Crime Stoppers received and processed 84 tips. The information received in this tips directly led to the arrest of 6 individuals, and 5 Criminal cases being filed. In addition, \$150 worth of narcotics was seized as the result of anonymous information submitted to Crime Stoppers. The organization approved \$950 in rewards, to which \$600 was claimed and paid.

Detective Massey is also charged with overseeing the property and evidence room of the department, in the role of Property/Evidence Technician. The duties include processing all incoming evidence and miscellaneous property recovered and seized by the Pampa Police Department. The Property Technician is also responsible for preparing and packaging items for submission to the state crime lab or other labs and agencies for analysis. In addition, the Property Technician is responsible for the safekeeping of all property seized by the department and adhering to proper storage and retention practices as outlined by department policy and state law. The property room is fully audited and inventoried on an annual basis. In addition, a semi-annual inventory is performed, accounting for all high risk/value items, and randomly spot checking other items. Currently there are 10,733 property items tracked within the property room inventory system. Of those, 3,791 are currently stored within the property room. The remaining items have been released back to their owner, donated to a local charity, or destroyed under court order of destruction.

## Communications Division

Debbie McDonald, Dispatch Supervisor

The Communications division consists of 7 Telecommunications Operators (dispatchers). The division is led by Dispatch Supervisor Debbie McDonald. The Communications Center at the Pampa Police Department is the 9-1-1 Public Safety Answering Point (PSAP) for Gray County. All landline and cell phone calls made to 9-1-1 within Gray County are answered by Pampa dispatchers. If the call is for an outside agency, the call, or call information is forwarded to the respective agency. In addition to fielding 9-1-1 calls, dispatchers are tasked with dispatching all calls for service to Police, Fire, EMS, and Animal Control. This is done through a Computer Aided Dispatch (CAD) system and VHF radio network. In 2014, the Communications division received a total of 14,276 9-1-1 calls. Those calls consisted of 4,424 emergency calls, 6,394 non-emergency calls, and 3,458 duplicate calls related to an incident already reported on another call. The Communications Center dispatched a combined total of 22,170 calls for service for all of the departments that they provide dispatch service for.

### Crime in Pampa

The following data is compiled from the Uniform Crime Report (UCR) data submitted to the Texas Department of Public Safety and Federal Bureau of Investigations on a monthly basis. These include only offenses classified as Part 1 (Index Crimes) by the FBI.

UCR Data 2012 compared to 2013

<b>Offense</b>	<b>2013</b>	<b>2014</b>	<b>Change</b>
Criminal Homicide	1	0	-1
Forcible Rape	0	0	0
Robbery	7	7	0
Assault	356	401	+45
Burglary	126	151	+25
Larceny- Theft	552	637	+85
Motor Vehicle Theft	36	33	-3
<b>Total</b>	<b>1078</b>	<b>1229</b>	<b>+151</b>

*Source:* Uniform Crime Reports, Pampa Police Department, 2013 and 2014

## Racial Profiling

The Pampa Police Department has adopted a detailed written policy on racial profiling. Our policy:

- (1) Clearly defines acts constituting racial profiling;
- (2) Strictly prohibits peace officers employed by the Pampa Police Department from engaging in racial profiling;
- (3) Implements a process by which an individual may file a complaint with the Pampa Police Department if the individual believes that a peace officer employed by the Pampa Police Department has engaged in racial profiling with the respect to the individual;
- (4) Provides public education relating to the agency's complaint process;
- (5) Requires appropriate corrective action to be taken against a peace officer employed by the Pampa Police Department who, after investigation, is shown to have engaged in racial profiling in violation of the Pampa Police Department's policy adopted under this article;
- (6) Require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) The race or ethnicity of the individual detained;
  - (B) Whether a search was conducted and, if so, whether the individual detained consented to the search; and,
  - (C) Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and,
- (7) Require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - (A) The Commission on Law Enforcement; and
  - (B) The governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The Pampa Police Department claims partial exemption, or Tier 1 reporting, under Texas Criminal Code of Procedure Article 2.135, certifying that the vehicles routinely used by the department to perform motor vehicle stops are equipped with video and audio equipment and that the videos are maintained for at least 90 days.

2014 report

Number of motor vehicle stops:

1. 1712 citation only
2. 0 arrest only
3. 5 both
4. 1717 total

**Race or Ethnicity:**

5. 85 African
6. 2 Asian
7. 1083 Caucasian
8. 542 Hispanic
9. 3 Middle Eastern
10. 2 Native American
11. 1717 Total

**Race or Ethnicity known prior to stop**

12. 0 Yes
13. 1717 No
14. 1717 Total

**Search conducted**

15. 83 Yes
16. 1634 No
17. 1717 Total

**Search consented**

18. 45 Yes
19. 38 No
20. 83 Total



# Pampa Police Department

2014



## Department Use of Force Analysis

## **Use of Force Analysis for 2014**

This analysis was conducted for the purpose of reviewing the Pampa Police Department's Use of Force for the 2014 reporting year. The Pampa Police Department takes its obligations seriously to provide the most effective and efficient police service with the least adverse impact on our citizens. The Pampa Police Department is committed to protecting the rights of all persons and in using force only when necessary, and to the extent necessary, to achieve legal objectives. This analysis is conducted each year to comply with Texas Law Enforcement Best Practice 6.10 and to attempt to identify methods for reducing the number of incidents and the inherent risks involved.

Officers are trained by the department to use only the level of force necessary to bring a person under control and complete a legal objective. Police/citizen encounters can however, change instantly, and officers may be required to react quickly in using force to subdue a resisting subject. While officers prefer to escalate their level of force in an orderly manner in order to use the lowest level possible, the response of a subject may limit that ability and force officers to use whatever level of force is immediately available to protect themselves and the public.

## **Use of Force Reporting Requirements**

Texas Law Enforcement Best Practice 6.03 and Pampa Police Department Policy Manual Chapter 6.03, requires a written report be completed anytime an officer uses force that involves the use of a lethal or less-than-lethal weapon, or force that results in injuries, or is likely to cause or lead to an unforeseen injury, claim of injury, or allegations of excessive force. In addition a written report is required when an officer points a firearm at a person, or discharges a firearm either accidentally, recklessly, or intentionally, except for in training or recreational situations.

Each individual Use of Force Report is immediately reviewed by the Officer's Supervisor, and through the Chain of Command to the Chief of Police. At the time of the incident, the Use of Force is reviewed to ensure the use was appropriate and within the guidelines of Department Policy and Law. If the officer used force inappropriately, a departmental investigation is required and the officer may receive additional training, or in some cases, discipline up to and including termination from employment, and/or criminal charges. This analysis is not intended to determine if an officer acted inappropriately, but to identify department wide trends that may suggest changes in policy, training, equipment or supervision.

After the individual Use of Force Report has been reviewed by through the Chain of Command, the report is placed on file by use of an annual binder with the Records Division of the Police Department. At the conclusion of the reporting year of each year, the Chief of Police, or his/her designee reviews the information and compiles the annual analysis of the data from the individual reports.

## Use of Force Comparison for 2014 to 2013

There were a total of 34 Reported Uses of Force reports compiled this year, which was the same as last year, which also had 34. There were a total of 26,266 citizen contacts this year (calls for service, arrests, citations, field interviews, and other contacts), which creates an index of only one Use of Force for every 772 citizen contacts. Last year there were 29,599 citizen contacts with an index of one use of force for every 870 citizen contacts.

The Use of Force incidents are listed below by type with comparison to the previous year. Each type of force used in an incident is included with these numbers. In certain instances, more than one type of force is used and is included within one report. Therefore, the total of these figures typically vary from the total number of reports compiled for the year.

	2013	2014	Difference
Physical Control	15	18	+3
Electronic Control Device	14	6	-8
Impact Weapon/Baton	1	0	-1
Non/Less Lethal Weapon	0	0	0
Firearm Pointed	8	13	+5
Firearm Discharged	1	0	-1
<b>Total</b>	39	37	-2

## Individual Officer Use of Force

The Pampa Police Department currently employees 27 sworn law enforcement officers. From the 34 use of force reports completed for the year, this means the average officer used force

only 1.25 times in the year. A number of officers used force more than the average and these officer's activities and actions were reviewed by the department for appropriateness. While each individual use of force is reviewed immediately after the event to ensure it is in compliance with department policy and law, patterns of behavior can also indicate the need for additional training or supervision. Officers can have significantly different rates in their use of force depending on the crime activity in the part of the city where they are assigned, their type of assignment, the time of day they work and their experience level.

Individual officers in the department which had significantly higher rate of using force were reviewed and found to be in compliance with department directives and their use of force appropriate under the circumstances.

## **Physical Control**

In the 2014 reporting period, Pampa Police Officers used physical control 18 times during incidents they were assigned to deal with.

Included in the category are all those incidents requiring only physical force to complete handcuffing or bring a resisting subject under control. If physical control was insufficient to bring the individual under control and a higher level of force was used, each level of force used was reported

In 15 instances this year, physical control was sufficient to bring the person under control. In 3 instances, physical control was insufficient and a higher level of force was required.

Included in this category are all those instances where simple use of or issuance of verbal commands was not sufficient or effective. It includes those instances where officers place their hands on a subject and use more force than simply a strong grip, must forcibly handcuff a person, the use of pressure point control tactics or other soft hand techniques. This category also includes taking the person to the ground in order to forcible handcuff.

In the 3 cases where physical control was insufficient, officers chose a higher level of force to gain compliance. In both of these instances, the officer's next level of force used was the Electronic Control Device, the X26 Taser.

## **OC Pepper Spray**

In this reporting period, the Pampa Police Departments had no reported use of OC Pepper Spray. OC Pepper Spray is no longer used in the force continuum of the Pampa Police Department.

## **Impact Weapons / Baton**

During the 2014 reporting period, Pampa Police Officers did not use any form of impact weapon during an arrest or other incident.

Impact weapons include the use of the department issued ASP Baton, the use of a closed fist or any other implement that was used to deliver a strike to a person.

The department authorizes carrying of and trains officers in the use of the ASP collapsible baton. Training is provided to instruct officers in the proper placement of strikes that will temporarily stun an opponent allowing the officer time to complete handcuffing. Batons tactics training provided by the department avoids the use of any strikes directed at the head of an individual. If an officer does not have the time or opportunity to deploy the ASP or other less-lethal options, officers may have to defend themselves with their bare hands. If closed fist strikes were required then those instances are reported in this category.

Included in the category are those incidents where an impact weapon was the highest level of force needed to complete handcuffing or bring a resisting subject under control. If the use of an impact weapon was insufficient to bring the individual under control and a higher level of force was used, that incident is reported in the highest level used by the officers.

In zero instances this year, an impact weapon was sufficient to bring the person under control. In zero instances, the use of an impact weapon was insufficient and another level of force was required.

## **Non/Less Lethal Weapon**

In the 2014 reporting period, Pampa Police Officers used department issued Non or less lethal Weapon zero times during an arrest or other incident.

The department has a number of less lethal munitions available that can be fired from specially designed firearms that are designed to inflict surprise, pain or trauma that is less severe than the use of deadly force. These less lethal munitions include bean bag rounds, rubber pellets, wooden baton rounds, as well as pepper-ball munitions fired from guns similar to paintball guns. While these rounds are designed to be less lethal than regular firearms, they are still able to cause significant damage to an individual and as such are used only as a last resort when time and opportunity permit.

In zero instances this year, non/less lethal munitions were sufficient to bring the person under control. In zero instances, non/less lethal munitions were insufficient and a different level of force was required.

## **Electronic Control Device**

During the 2014 reporting period, Pampa Police Officers used a department issued Electronic Control Device 6 times during an arrest or other incident.

Electronic Control Devices, commonly called Tasers, are pistol type devices that fire two small darts that are designed to imbed themselves in the skin or clothing of a resisting or combative suspect. The darts are connected to the device by small flexible wires which transmit a short 5 second high voltage/low amperage charge through the darts. This causes disruption of muscle activity and is accompanied by pain which most often temporarily disables the individual. There are usually no long term side effects of the use of the device on healthy individuals.

The Pampa Police Department trains their officers in the proper and appropriate use of Electronic Control Devices and has policies designed to only allow its use against active aggression toward officers and not in cases of passive non-compliance or as punishment of any kind.

Included in the category are those incidents where the use of an ECD was the highest level of force needed to bring a subject under control.

In 6 instances, the actual use of an ECD was sufficient to bring the person under control. In zero instances, the actual use of an ECD was insufficient and a higher level of force was required.

## **Firearms**

During the 2014 reporting period, Pampa Police Officers used their firearms 13 times during an arrest or other incident.

Firearms are by definition Deadly Force, and their use is very restricted. Officers must comply with not only their intensive training, but with the department's Deadly Force Policy and state law. When an officer fires their weapon in the line of duty, whether or not an individual is hit, a detailed investigation is undertaken to determine if that use was in compliance with both policy and law.

Included in the category are those incidents where Firearms were the highest level of force used to bring a resisting subject under control.

In all 13 instances this year the threat of use, or the pointing of the officer's firearm at the subject, was sufficient to bring the person under control. In zero instances this year, a use or discharge of a firearm was sufficient to bring the person under control. In zero instances, Firearms were insufficient.

## **Citizen and Internal Complaints Regarding the Use of Force**

During this reporting period, the Pampa Police Department received no complaints of unnecessary or inappropriate use of force.

## **General Observations**

During the 2014 reporting period, the number of use of force incidents remained the same as the previous year. While the use of force is not discouraged when it is necessary, officer's are encouraged and trained in how to deescalate situations by other means and only use force when it is necessary and justified.

The Department understands that most citizen encounters are friendly and casual in nature, but that officers must always have an alert and ready to act mentality. A casual encounter can change into a use of force situation at any second, and officers must always be prepared and properly trained to take the appropriate action.

In this period, the two categories that saw the greatest change was that of firearms pointed at a subject versus the Taser being discharged at a subject. In the prior year, the trend of these two categories was opposite. Taser Use trended up, while Firearms Displayed trended down. The following was taken from the 2013 report:

"The Electronic Control Device, or Taser, has become an integral part of law enforcement across the country. It has become the "go to" weapon of choice by our officers due to its effectiveness and minimal risk of serious injury inflicted. However, the Taser is not meant to take the place of a firearm in a possible deadly force situation. According to the statistics for this reporting period, if we are encountering the same types of use of force incidents, this could be the case. Firearms pointed at subjects went down nearly the same amount that Taser incidents went up."

When looking at the incidents surrounding the reversal this year, the situation/incident itself was the primary reason for the officer's pointing his/her firearm, (i.e. felony traffic stop, armed subject). Improper training or procedure does not show to be a concern in this area.

The remaining areas stayed respectively consistent or had no change at all.

## Recommendations

Training is an integral part of law enforcement. It is recommended that officers continue to receive training in how to deescalate dangerous situations. Training in areas such as responding to persons with a mental illness, defensive tactics refresher courses, Taser user courses, and verbal judo courses would be beneficial in deescalating potential use of force situations.

The Pampa Police Department requires a use of force test be completed a passed by each officer during the firearms qualification test. This test is a compilation of department policy and state law. It is recommended that this procedure be continued, and that a goal is set for each officer to make at least a 90 percent on the test.

No policy changes are being recommended for this reporting year. This is due to there being no areas of concern surrounding the policy already in place.

Prepared and compiled by:

//Brian Massey//

02-03-2015

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Det. Brian Massey

---

Date



## Command Review:

Any Actions to be taken:



02-03-2015

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Chief of Police

---

Date

# Annual Pursuit Report

## 2014 Calendar Year



### Statistics

For the calendar year of 2014, our department was directly involved in a total of 4 vehicle pursuits. For the previous calendar year, 2013, our department was directly involved in a total of 1 vehicle pursuit. These figures represent an increase of 3 pursuits over a 12 month period, which can also be interpreted as a 300% increase. Because of that large increase it is important to recognize that in calendar year 2013, our agency had an extremely low and unusual number of pursuits, with only 1. For calendar year 2011, there were seven (7), and in 2012 there were three (3). So even with the increase in numbers, the total for this year is not unusual or unexpected.

The following table represents certain critical information captured from each individual pursuit report:

Month	Number of pursuits	Total time of pursuits	Initiated for felony offense	Initiated for misdemeanor offense	Injuries as result of pursuit	Speed under 50 mph	Speed over 50 mph
Jan.	0						
Feb.	0						
March	2	9 mins	0	2	0	1	1
April	0						
May	0						
June	0						
July	0						
Aug.	0						
Sept.	1	3 mins	0	1	0	1	0
Oct.	0						
Nov.	0						
Dec.	1	7 mins	1	0	0	0	1

Total	4	19 mins	1	3	0	2	2
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## Analysis

One strong point to bring light from the above shown numbers is that out of these pursuits, no injuries were reported to any party as a result of the pursuit. In each of the reports from this year, the supervising officer was made aware of the pursuit, and monitored the incident. In one of the four pursuits, the pursuit was terminated due to an unsafe speed.

While any pursuit can cause a risk to others, that risk can be raised even higher by the actions of the fleeing subject. Our officers and supervisors alike have received training on the policy regarding vehicle pursuits. They are further tasked with weighing the risk of pursuit to offense itself, and then making a determination if one outweighs the other. In each of the pursuits this year, the supervisor, and/or officer was found by the command staff to have used proper judgment, which is further shown by the lack of physical harm to any person as a result of the pursuit.

Therefore, no policy or procedure changes are being recommended to the command staff at this time. Each future pursuit should continue to be evaluated by the command staff on a case by case basis, and any deficiency noted addressed at that time.

I, Brian Massey, preparer of this report, state that to the best of my findings the information above is a true and accurate account of the information available for this report.

//Brian Massey//

02-03-2015

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Preparer

Date

I, Kelly Rushing, Chief of Police, acknowledge that I have received and reviewed this annual pursuit report.



02-03-2015

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Chief of Police

Date



## CITY OF PAMPA AGENDA INFORMATION SHEET

### AGENDA ITEM NO. 1

**ITEM/PROJECT:**

**MINUTES**

**MEETING DATE:**

March 9, 2015

**DESCRIPTION:**

Consider approving the minutes of the February 23, 2015 regular Commission Meeting as presented.

**STAFF CONTACT:**

Karen Price, City Secretary

**FINANCIAL IMPACT:**

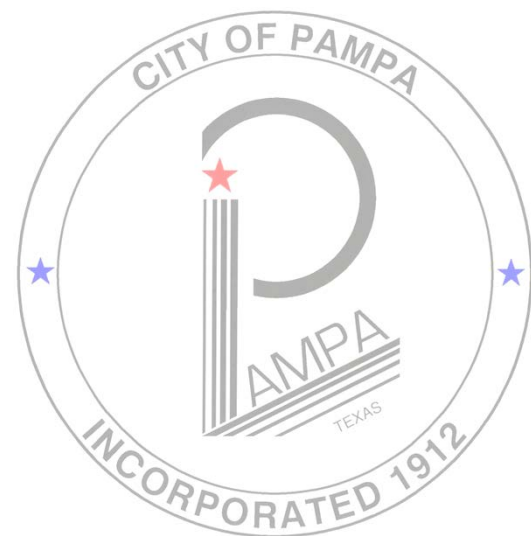
**SOURCE OF FUNDS:**

**START/COMPLETION  
SCHEDULE:**

**RECOMMENDED  
ACTION:**

**BACKGROUND/  
ADDITIONAL  
INFORMATION:**

Minutes attached.



**MINUTES OF THE  
CITY COMMISSION OF THE CITY OF PAMPA, TEXAS  
WORK SESSION AND REGULAR MEETING  
MONDAY, FEBRUARY 23, 2015**

**CALL TO ORDER:** Mayor Brad Pingel at 5:00 p.m.

**PRESENT:** Brad Pingel Mayor  
John Studebaker Commissioner  
Chris Porter Commissioner  
Robert Dixon Commissioner  
Karen McLain Commissioner

**ABSENT:** None

**STAFF:** Shane Stokes City Manager  
Leland Waters City Attorney  
Karen Price City Secretary  
Robin Bailey Finance Director  
Donny Hooper Public Works Director  
Kim Powell Fire Chief  
Kelly Rushing Police Chief  
Kevin Webb IT Manager  
Gayla Pickens Asst. Finance Director  
Gary Turley OMI

**VISITORS** Vanessa Buzzard PEDC Attorney  
Cathryn B. Warner PEDC Board of Directors  
Ken May VP-PEDC Board of Directors  
Clay Rice PEDC Executive Director

**WORK SESSION:** No Action to be taken

► **Discussion with Pampa Economic Development Corporation**

The following persons spoke on behalf of the Pampa Economic Development Corporation:

**Vanessa Buzzard** – Gave an overview of the creation of Economic Development Corporations in Texas; how and when Pampa adopted its Economic Development Corporation and how the PEDC became sole owners of Pampa Energy Center and Las Pampas Square.

**Ken May** – Gave information on the Pampa Energy Center and Las Pampas Square, he is currently acting as President for each of those entities Board of Directors. He updated Commission on the status of each company currently located at the Pampa Energy Center Industrial Park.

**WORK SESSION – Recess called at 5:29 p.m.**

**REGULAR MEETING AT**

**CALL TO ORDER:** Mayor Brad Pingel at 5:30 p.m.

**PRESENT:** Brad Pingel Mayor  
John Studebaker Commissioner  
Chris Porter Commissioner  
Robert Dixon Commissioner  
Karen McLain Commissioner

**ABSENT:** None

**STAFF:** Shane Stokes Interim City Manager  
Leland Waters City Attorney  
Karen Price City Secretary  
Robin Bailey Finance Director

Donny Hooper	Public Works Director
Kim Powell	Fire Chief
Kelly Rushing	Police Chief
Kevin Webb	IT Manager
Gayla Pickens	Asst. Finance Director
Gary Turley	OMI

**VISITORS:**

Kirk Folkner	Vanessa Buzzard
Cathryne Warner	Mark Warner
Ken May	Twillia Thomas
Dale Garner	Kathy Cota
Lonny Robbins	Lynn Hancock
Clay Rice	Warren Chisium
Aubrey Hill	Judge Richard Peet
Gary Willoughby	

**NEWS MEDIA:**

Lindsey Tomaschik	Pampa News
Mike Ehrle	KGRO Radio

**INVOCATION:**

Lynn Hancock	City Commission Chaplain
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**PLEDGE OF ALLEGIANCE**

**PLEDGE ALLEGIANCE TO TEXAS FLAG**

**PUBLIC COMMENTS: NONE**

**15-020**

**Mayor Pingel called for a motion to continue Work Session before taking action on regular meeting Agenda items; a motion was made by Commissioner Studebaker and Seconded by Commissioner McLain to reconvene the Work Session before taking action on regular meeting Agenda items, with each Commission Member voting AYE, the motion carried.**

**Ken May** continued his presentation of status of current companies located at Pampa Energy Center Industrial Park.

**Cathryn Warner** – Gave the Commission Member copy of all the projects that the Pampa Economic Development Corporation had financed since its inception in 2007. She also thanked the Commission for always supporting the PEDC in its endeavors.

**Work Session adjourned at 5:42 p.m. Regular meeting began.**

**AUTHORIZATIONS BY CITY COMMISSION:**

**15-021**

1. Consider approving the minutes of the February 9, 2015 regular Commission Meeting as presented.

A motion was made by Commissioner Dixon and Seconded by Commissioner Studebaker to approve the minutes of the February 9, 2015 regular Commission Meeting as presented, with each Commission Member voting AYE, the motion carried.

**15-022**

2. Consider approving on first reading Resolution No. R15-005, a Resolution of the City of Pampa approving a grant from the Pampa Economic Development Corporation to Pampa Energy Center for improvements to County Road J.

**RESOLUTION NO. R15-005**

**A RESOLUTION APPROVING A GRANT BY THE PAMPA ECONOMIC DEVELOPMENT CORPORATION TO PAMPA ENERGY CENTER, LLC FOR IMPROVEMENTS TO COUNTY ROAD J.**

**The following citizens spoke in favor of Pampa Energy Center receiving the grant:**

**Kirk Folkner, Attebury Grain Company  
Gary Sutherland – PEDC Board President  
Warren Chisium  
Lonny Robbins**

A motion was made by Commissioner Dixon and Seconded by Commissioner McLain to approve on first reading Resolution No. R15-005, a Resolution of the City of Pampa approving a grant from the Pampa Economic Development Corporation to Pampa Energy Center for improvements to County Road J, with each Commission Member voting AYE, the motion carried.

15-023

3. Consider adopting Resolution No. R15-006, a Resolution of the City of Pampa ordering and providing notice of a General Election to be held on May 9, 2015 to elect Commissioners for Ward 2 and Ward 4.

A motion was made by Commissioner Dixon and Seconded by Commissioner Studebaker to adopt Resolution No. R15-006, a Resolution of the City of Pampa ordering and providing notice of a General Election to be held on May 9, 2015 to elect Commissioners for Ward 2 and Ward 4, with each Commission Member voting AYE, the motion carried.

15-024

4. Consider authorizing the City Manager to enter into an agreement with CH2M Hill Engineering, Inc. for Engineering Services for Wastewater Treatment Plant improvements.

A motion was made by Commissioner Porter and Seconded by Commissioner Studebaker to authorize the City Manager to enter into an agreement with CH2M Hill Engineering, Inc. for Engineering Services for Wastewater Treatment Plant improvements, with each Commission Member voting AYE, the motion carried.

15-025

5. Consider approving the List of Disbursements dated January 2015.

A motion was made by Commissioner Studebaker and Seconded by Commissioner Porter to approve the List of Disbursements dated January 2015, with total Disbursements being \$2,219,784.49 and the amount after balance sheet and income accounts was \$1,162,109.02, with each Commission Member voting AYE, the motion carried.

**ADJOURNMENT**

There being no further business on the agenda, the meeting was adjourned at 6:13 p.m. by Mayor Brad Pingel.

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Karen L. Price, City Secretary

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Brad Pingel, Mayor



## CITY OF PAMPA AGENDA INFORMATION SHEET

### AGENDA ITEM NO. 2

**ITEM/PROJECT:**

**ORDINANCE NO 1631 – REFUNDING  
BONDS, SERIES 2015**

**MEETING DATE:**

March 9, 2015

**DESCRIPTION:**

Consider all matters incident and related to the issuance and sale of “City of Pampa, Texas General Obligation Refunding Bonds, Series 2015” including the adoption of an Ordinance authorizing the issuance of such bonds and authorizing the execution of any necessary engagement with the City’s financial advisors and/or bond counsel.

**STAFF CONTACT:**

Robin Bailey, Finance Director

**FINANCIAL IMPACT:**

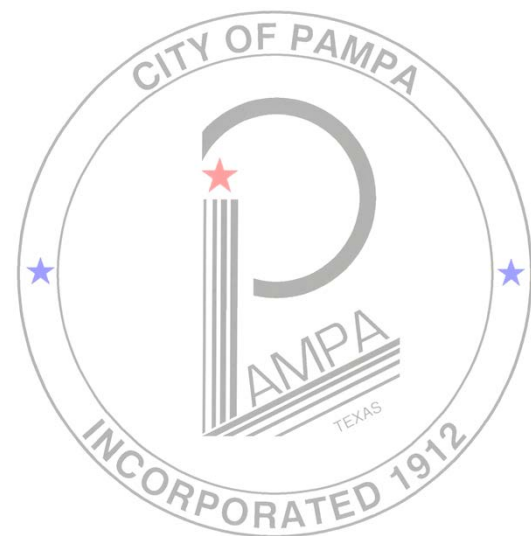
**SOURCE OF FUNDS:**

**START/COMPLETION  
SCHEDULE:**

**RECOMMENDED  
ACTION:**

**BACKGROUND/  
ADDITIONAL  
INFORMATION:**

Ordinance No. 1631





ORDINANCE NO. 1631

AN ORDINANCE authorizing the issuance of "CITY OF PAMPA, 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, a Purchase Agreement and an Escrow Agreement; and providing an effective date.

WHEREAS, the City Commission of the City of Pampa, Texas (the "City") has heretofore issued, sold, and delivered, and there is currently outstanding obligations totaling in original principal amount \$1,905,000 of the following issue or series (hereinafter referred to as the "Refunded Bonds"), to wit: "City of Pampa, Texas, Tax and Waterworks and Sewer System Surplus Revenue Refunding Bonds, Series 2005", dated October 1, 2005, scheduled to mature on June 1 in each of the years 2016 through 2020; and

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

WHEREAS, the City Commission hereby finds and determines that it is in the best interest of the City to issue general obligation refunding bonds at this time to refund the Refunded Bonds, and such refunding will result in the City saving approximately \$120,598.00 in debt service payments on such indebtedness and further provide net present value savings of approximately \$120,625.92; now, therefore,

BE IT ORDAINED BY THE CITY OF PAMPA, TEXAS:

Section 1: Authorization - Designation - Principal Amount - Purpose. General obligation bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$1,960,000 to be designated and bear the title "CITY OF PAMPA, 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 Bonds") and to pay costs of issuance, in accordance with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended.

Section 2: Fully Registered Obligations - Bond Date - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations only, shall be dated March 1, 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 June 1 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	\$395,000	1.18%
2017	385,000	1.18%
2018	390,000	1.18%
2019	395,000	1.18%
2020	395,000	1.18%

The Bonds shall bear interest on the unpaid principal amounts from the date of their delivery to the initial purchasers, anticipated to be April 6, 2015 (the "Delivery Date") at the per annum rate(s) shown above (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on June 1 and December 1 in each year, commencing June 1, 2015, until maturity.

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 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 Happy State Bank, Amarillo, 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 Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices initially in Amarillo, Texas 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 15<sup>th</sup> 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: Non-Callable. The Bonds shall not be subject to redemption prior to maturity at the option of the City.

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 7 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 7 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 10 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

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

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

Section 7: Initial Bond(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 8: 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 PAMPA, TEXAS  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2015

Bond Date:	Interest Rate:	Stated Maturity:	Delivery Date:
March 1, 2015	1.18%	June 1, 20__	April 6, 2015

Registered Owner:

Principal Amount:

The City of Pampa (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Gray, 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 (without right of 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 June 1 and December 1 in each year, commencing June 1, 2015, until maturity. Principal of this Bond is payable at its Stated Maturity 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. 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 15<sup>th</sup> 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 \$1,960,000 (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City, and to pay costs of issuance, under and in strict conformity with the Constitution and laws of the State of Texas and pursuant to an Ordinance adopted by the City Commission of the City (herein referred to as the "Ordinance").

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, 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, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

CITY OF PAMPA, TEXAS

\_\_\_\_\_  
Mayor

COUNTERSIGNED:

\_\_\_\_\_  
City Secretary

(SEAL)

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

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

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

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

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

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

Happy State Bank, Amarillo, 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  
\$1,960,000

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

Bond Date:  
March 1, 2015

Interest Rate:  
\_\_\_\_%

Delivery Date:  
April 6, 2015

Registered Owner:

Principal Amount: ONE MILLION NINE HUNDRED SIXTY THOUSAND DOLLARS

The City of Pampa (hereinafter referred to as the "City"), a body corporate and municipal  
corporation in the County of Gray, 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 June 1 in  
each of the years and in principal installments in accordance with the following schedule:

STATED  
MATURITY

PRINCIPAL  
INSTALLMENTS

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

(without right of prior redemption) 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 rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on June 1 and December 1 in each year, commencing June 1, 2015, until maturity. Principal installments of this Bond are payable on the Stated Maturity dates to the registered owner hereof by Happy State Bank, Amarillo, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender, at its designated offices in Amarillo, Texas (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 15<sup>th</sup> 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 9: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their payment at maturity or 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, Finance Director, and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

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

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

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

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

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

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

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 11 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 10 hereof.

Section 13: Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

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

(k) Bonds Not Hedge Bonds. (1) At the time the original bonds refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued and (2) not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The Bonds are a current refunding of the Refunded Bonds in that the Refunded Bonds 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 14: Sale of Bonds. The offer of Happy State Bank, Amarillo, Texas (herein referred to as the "Purchasers") to purchase the Bonds in accordance with a Purchase Agreement, dated as of March 9, 2015, attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes is hereby accepted and the sale of the Bonds to said Purchasers is hereby approved and authorized and declared to be in the best interest of the City. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute the Purchase Agreement for and on behalf of the City and as the act and deed of this City Commission. Delivery of the Bonds to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

Section 15: Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(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 16: Proceeds of Sale. Immediately following the delivery of the Bonds, proceeds of sale in the sum of \$1,910,782.00 shall be deposited with the Escrow Agent pursuant to the Escrow Agreement hereinafter referenced for the Refunded Bonds. The balance of the proceeds of sale of the Bonds shall be expended to pay costs of issuance and any excess amount budgeted for such purpose shall be deposited to the credit of the Interest and Sinking Fund.



On or immediately prior to the date of the delivery of the Bonds, the Finance Director shall also cause to be deposited with the Escrow Agent from moneys on deposit in the interest and sinking fund maintained for the payment of the Refunded Bonds the amount of \$35,068.00 which, together with the proceeds of sale, will be sufficient to pay in full the Refunded Bonds to be redeemed on June 1, 2015.

Section 17: Escrow Agreement Approval and Execution. The "Escrow Agreement" (the "Agreement") by and between the City and BOKF NA dba Bank of Texas, Austin, 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 Secretary for and on behalf of the City and as the act and deed of this City Commission; and such Agreement as executed by said officials shall be deemed approved by the City Commission 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 to the credit of the "SPECIAL 2015 CITY OF PAMPA, TEXAS, REFUNDING BOND ESCROW FUND" (the "Escrow Fund"); maintained by the Escrow Agent for the payment and redemption of the Refunded Bonds on June 1, 2015; all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, this Ordinance and the Agreement.

Section 18: Redemption of Refunded Bonds.

(a) The Refunded Bonds shall be redeemed and the same are hereby called for redemption on June 1, 2015, at the price of par and accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to bondholders, with 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 the Refunded Bonds; 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 redemption of the Refunded Bonds being associated with the refunding of such Refunded Bonds, the approval, authorization and arrangements herein given and provided for the redemption of such Refunded Bonds on the redemption date designated therefor and in the manner provided shall be irrevocable upon the issuance and delivery of the Bonds; and the City Secretary is hereby authorized and directed to make all arrangements necessary to notify the holders of the Refunded Bonds of the City's decision to redeem the Refunded Bonds on the date and in the manner herein provided and in accordance with the ordinance authorizing the issuance of the Refunded Bonds and this Ordinance.

Section 19: 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 20: Cancellation. All Bonds surrendered for payment, 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 21: 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.

Section 22: 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 23: 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 24: 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 25: 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 26: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 27: 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 28: 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 City Commission hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 29: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Finance Director, and City Secretary 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, Finance Director, or City Secretary of the City or Bond Counsel to the City are each hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 30: Contracts with Financial Advisor and/or Bond Counsel. The City Commission authorizes the Mayor and/or City Manager, or their designees, to take all actions necessary to execute any necessary financial advisory contracts with SAMCO Capital Markets, Inc., as the financial advisor to the City (the "Financial Advisor"). The City understands that under applicable federal securities laws and regulations that the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Certificates. In addition, the City Commission also authorizes the Mayor or the City Manager, or their designees, to take all actions necessary to execute any necessary engagement agreement with Norton Rose Fulbright US LLP, as the Bond Counsel to the City.

Section 31: Incorporation of Findings and Determinations. The findings and determinations of the City Commission 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 32: 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 33: 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.

PASSED AND ADOPTED, this March 9, 2015.

CITY OF PAMPA, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

(City Seal)

**EXHIBIT A**

**PAYING AGENT/REGISTRAR AGREEMENT**

## PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of March 9, 2015 (this "Agreement"), by and between Happy State Bank, Amarillo, Texas, a banking association duly organized and existing under the laws of the State of Texas, or its successors (the "Bank") and the City of Pampa, Texas (the "Issuer"),

### RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Pampa, Texas, General Obligation Refunding Bonds, Series 2015" (the "Securities"), dated March 1, 2015, such Securities scheduled to be delivered to the initial purchasers thereof on or about April 6, 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.

"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 Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the 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. The Bank represents and warrants its office in Dallas, Texas will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register at its Dallas office for use by the Issuer. 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, Issuer's 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.

**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.

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

HAPPY STATE BANK,  
Amarillo, Texas

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

Attest:

Address: 701 S. Taylor  
LB 120  
Amarillo, Texas 79101

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

CITY OF PAMPA, TEXAS

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

Address: 200 West Foster Avenue  
Pampa, Texas 79066

Attest:

\_\_\_\_\_  
Title: City Secretary

**ANNEX A**

**BANK'S FEES AND CHARGES**

**EXHIBIT B**  
**PURCHASE AGREEMENT**



**Happy State Bank  
Amarillo, Texas**

March 9, 2015

Re: City of Pampa, Texas General Obligation Refunding Bonds, Series 2015 (the  
*Obligations*)

City of Pampa, Texas  
200 W Foster Ave  
Pampa, Texas 79066

SAMCO Capital Markets, Inc.  
8700 Crownhill Boulevard, Suite 601  
San Antonio, Texas 78209

Norton Rose Fulbright US LLP  
2200 Ross Avenue, Suite 3600  
Dallas, Texas 75201

Ladies and Gentlemen:

We have agreed to purchase, and the City Commission of the City of Pampa, Texas (the *Issuer*) has agreed to sell to us the captioned Obligations scheduled to mature on June 1 in each of the years 2016 through 2020 at the purchase price of \$1,960,000, being the principal amount of the Obligations and no accrued interest. Such Obligations will bear the terms, will not be subject to redemption, and will be secured as described in the Issuer's ordinance (the *Ordinance*) authorizing the Obligations adopted on March 9, 2015, all subject to receipt by you and by us of such opinions, certificates, and other documents as you or we may reasonably require to establish the validity and legality of the Obligations and that the interest on the Obligations will be excludable from gross income for federal income tax purposes. In addition, as a condition precedent to our obligation to accept delivery and to pay for the Obligations, no event shall have occurred which in the reasonable opinion of the undersigned would materially adversely affect the fair market value of the Obligations.

We hereby represent and warrant that:

(1) we are (i) an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act of 1933 or (ii) a state or national bank organized under the laws of the United States, and we have sufficient knowledge and experience in financial and business matters, including purchase and ownership of tax-exempt municipal obligations, to be able to evaluate the economic risks and merits of the investment represented by the purchase of the Obligations;

(2) we have made our own inquiry and analysis with respect to the Obligations and the security therefor, and other material factors affecting the security and payment of the Obligations, and we have not relied upon any statement by you, your officers, directors, or employees, or your financial consultants or legal advisors in connection with such inquiry or analysis or in connection with the offer and sale of the Obligations;

(3) we have either been furnished with or have had access to all necessary information that we desire in order to enable us to make an informed investment decision concerning investment in the Obligations, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the purpose for which the proceeds of the Obligations will be utilized, and the security therefor, so that we have been able to make an informed decision to purchase the Obligations;

(4) we are purchasing the Obligations for our own account, as evidence of a privately placed and negotiated bank loan to the Issuer, and not with a view to, and with no present intention of, selling, pledging, transferring, conveying, hypothecating, mortgaging, disposing, reoffering, distributing, or reselling the Obligations, or any part or interest thereof, except to persons who are able to and do confirm in writing to us and to you the representations contained in paragraphs (1) through (3) and this paragraph to the same extent as if such paragraphs referred to such persons;

(5) we further acknowledge that we are responsible for consulting with our advisors concerning any obligations, including, but not limited to, any obligations pursuant to federal and state securities and income tax laws, we may have with respect to subsequent purchasers of the Obligations if and when any such future disposition of the Obligations may occur;

(6) we understand that the Obligations (a) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state due to exemptions from registration provided for therein, (b) will not be listed on any stock or other securities exchange, (c) will carry no rating from any rating service, and (d) will not be readily marketable;

(7) we understand that, with respect to the Obligations, the Issuer is not required to make any continuing disclosure pursuant to Rule 15c2-12(b) (the *Rule*) of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, because the Obligations are being sold pursuant to a private placement with the Purchasers (as defined in the Ordinance), generally in denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof, to less than thirty-five sophisticated investors, and therefore the Rule is not applicable to the offering of the Obligations; and

(8) we understand and agree that the foregoing representations and warranties will be relied upon by Norton Rose Fulbright US LLP, as Bond Counsel to the Issuer, in rendering their opinion on the exemption of the Obligations from the registration requirements under existing federal and state securities laws.

(9) Furthermore, the undersigned hereby certifies and represents that (1) the Obligations were issued for cash and were not publicly offered, (2) the price paid by the undersigned for the Bonds is \$1,960,000, and (3) the undersigned understands that the statements contained herein will be relied upon by the Issuer in its effort to comply with the conditions imposed by the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds, and Bond Counsel in rendering their opinion that the interest on the Bonds is excludable from the gross income of the owners thereof

City of Pampa, Texas  
SAMCO Capital Markets, Inc.  
Norton Rose Fulbright US LLP  
March 9, 2015  
Page 3

Very truly yours,

\_\_\_\_\_

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

Name: \_\_\_\_\_

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

City of Pampa, Texas  
SAMCO Capital Markets, Inc.  
Norton Rose Fulbright US LLP  
March 9, 2015  
Page 4

AGREED TO AND ACCEPTED this 9<sup>th</sup> of March, 2015.

CITY OF PAMPA, TEXAS

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

**EXHIBIT C**  
**ESCROW AGREEMENT**

**EXHIBIT C**  
**ESCROW AGREEMENT**

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), dated and made effective as of March 9, 2015, by and between the City of Pampa, a governmental agency, body politic and corporate and political subdivision of the State of Texas in Gray County, Texas (the "District"), and BOKF, NA, dba Bank of Texas, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank")

### WITNESSETH:

WHEREAS, the City has heretofore issued, sold, and delivered, and there is currently outstanding obligations of the following issue or series (collectively called the "Refunded Bonds"), to wit: City of Pampa, Texas, Tax and Waterworks and Sewer System Surplus Revenue Refunding Bonds, Series 2005, dated October 1, 2005, scheduled to mature on June 1 in each of the years 2016 through 2020, aggregating in principal amount of \$1,905,000; 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 the 9<sup>th</sup> day of March, 2015, pursuant to an ordinance (the "Ordinance") finally passed and adopted by the City Council authorized the issuance of bonds known as "City of Pampa, Texas, General Obligation Refunding Bonds, Series 2015" (the "Bonds"), and such Bonds are being issued to refund, discharge and make final payment of the principal of and interest on the Refunded Bonds; and

WHEREAS, proceeds of sale of the Bonds, together with available funds from the City, are to be deposited with the Bank under this Agreement, which deposit of funds will be sufficient to pay and redeem in full the Refunded Bonds on June 1, 2015 (the "Payment Date");

NOW, THEREFORE, in consideration of the mutual agreements herein contained and the payment to the Bank of the amounts provided in Section 9 hereof, and to secure the payment of the principal of and the interest on the Refunded Bonds, the City and the Bank 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 PAMPA, TEXAS, SERIES 2015 GENERAL OBLIGATION REFUNDING BOND ESCROW FUND" (hereinafter called the "Escrow Fund") for the benefit of the holders of the Refunded Bonds, 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 \$1,945,850.00.

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 Bonds on the Payment Date.

SECTION 2: Escrow Fund Sufficiency. The City represents that the amount deposited to the credit of the Escrow Fund will be sufficient to pay and redeem in full all the Refunded Bonds on the Payment Date by reason of redemption.

SECTION 3: Pledge of Escrow. The Bank agrees that all funds 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 Bonds which will mature and become due on and after the date of this Agreement, and such funds deposited to the credit of the Escrow Fund shall be applied solely in accordance with the provisions of this Agreement and the City shall have no right or title with respect thereto, except as otherwise provided herein. Such funds shall not be subject to checks or drafts drawn by the City.

SECTION 4: Escrow Insufficiency-City Warranty to Cure. If, for any reason, the funds on hand in the Escrow Fund shall be insufficient to pay the redemption price of the Refunded Bonds on the Payment Date, the City shall timely deposit to the credit of the Escrow Fund, from lawfully available funds, additional funds in the amounts required to make such payment. Notice of any such insufficiency shall be immediately given by the Bank to the City by the fastest means possible, but the Bank shall in no manner be responsible for the City's failure to make such deposit.

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 Bank 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 Bonds due and payable on the Payment Date and the amount withdrawn from the Escrow Fund shall be immediately transmitted and deposited with the paying agent for the Refunded Bonds to be paid with such amount. The paying agent for the Refunded Bonds is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas. The Bank does not act as a depository of the City.

SECTION 7: Absence of Claim/Lien on Escrow Fund. The Bank shall have no lien whatsoever upon any of the moneys deposited to the credit of the Escrow Fund for payment of services rendered hereunder, 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 at the direction of the City in direct obligations of the United States of America which mature on or before the Payment Date and are not subject to prior redemption. Absent written instructions from the City the funds in the Escrow Fund will remain uninvested. All earnings realized from the investment of such funds will be immediately remitted



to the City following the receipt thereof by the Bank. No investment of funds deposited to the credit of the Escrow Fund shall be made on or after the Payment Date. Except as authorized and permitted in this Section, neither the City nor the Bank 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 Bank pursuant to Section 2 hereof, the Bank hereby agrees the compensation noted below is full and complete payment for the administration of this Agreement.

The City agrees to deposit with the Bank on the date of the delivery of the Bonds the sum of \$\_\_\_\_\_, and the Bank acknowledges and agrees that the above amount is and represents the total amount of compensation due the Bank for services rendered as escrow agent for the Refunded Bonds. The Bank 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 Bonds.

The City also agrees to deposit with the Bank, the sum of \$\_\_\_\_\_, which represents the total charge due the paying agent for the Refunded Bonds and the City acknowledges and agrees that such amount is and represents the total amount of compensation due The Bank of New York Mellon Trust Company, N.A., Dallas, Texas for services rendered as paying agent for the Refunded Bonds. Furthermore, the Bank agrees to transmit to the paying agent for the Refunded Bonds the amount included in such deposit for paying agent services to be rendered for the Refunded Bonds in accordance with the City's instructions.

SECTION 10: Escrow Agent's Duties/Responsibilities/Liability. The Bank 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 Bank shall be entitled to rely upon a certificate signed on behalf of the City by its City Secretary as sufficient evidence of the facts therein contained. The Bank may accept a certificate of the City Secretary 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 City Council 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 Bank shall be determined solely by the express provisions of this Agreement and the Bank 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 Bank.

In the absence of bad faith on the part of the Bank, the Bank 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 Bank, 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 Bank, the Bank shall be under a duty to examine the same to determine whether it conforms to the requirements of this Agreement.

The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Bank unless it shall be proved that the Bank was negligent

in ascertaining or acting upon the pertinent facts. The Bank 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 Bank, 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 Bank 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", when used with respect to the Bank, means the officer in the corporate trust department of the Bank having direct responsibility for administration of this Agreement.

SECTION 11: Interpleader. This Agreement is between the City and the Bank only and in connection therewith the Bank 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 Bank shall not be liable in any manner as a result of such reliance. The duty of the Bank hereunder shall only be to the City and the holders of the Refunded Bonds. In the event conflicting demands or notices are made upon the Bank growing out of or relating to this Agreement or the Bank in good faith is in doubt as to what action should be taken hereunder, the Bank 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) 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 Bank becomes involved in litigation in connection with this Section, the City, 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 thereof. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Houston, Texas.

The Bank 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 Bank, no liability shall be incurred by the Bank for any action taken pursuant to this Section and the Bank 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 Bank by this Agreement.

SECTION 13: Accounting-Reports. Following the Payment Date, the Bank shall forward to the City, to the attention of the Finance Director, or other designated official of the City, a final accounting statement with respect to the payment and discharge of the Refunded Bonds.

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

CITY OF PAMPA, TEXAS

200 West Foster Avenue  
Pampa, Texas 79066

Attention: Finance Director

BOKF, NA, dba Bank of Texas

111 Congress Avenue, Suite 250  
Austin, Texas 78701

Attention: Corporate Trust Department

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 Bonds, shall be a Sunday or a legal holiday or a day on which the Bank is authorized by law to close, then the performance thereof, including the payment of principal of and interest on the Refunded Bonds, 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 Bank 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 Bond as executed, authenticated and delivered and in all proceedings pertaining thereto as said Refunded Bonds 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 Bonds as provided herein and the execution and delivery of this Agreement have been duly and effectively taken and that said Refunded Bonds and coupons 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 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 Bonds and coupons appertaining thereto have been paid and discharged in accordance with the provisions of this Agreement or (ii) at the expiration of three (3) after the 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 Bank 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/Assigns. This Agreement shall inure to the benefit of and be binding upon the Bank and the City and their respective successors.

(a) Should the Bank not be able to legally serve or perform the duties and obligations under this Agreement, or should the Bank be declared to be insolvent or closed for any reason by federal or state regulatory authorities or a court of competent jurisdiction, the City, upon being notified or discovering the Bank's inability or disqualification to serve hereunder, shall forthwith appoint a successor to replace the Bank, and upon being notified of such appointment, the Bank shall (i) transfer all funds and securities held hereunder, together with all books, records and accounts relating to the Escrow Fund and the Refunded Bonds, to such successor and (ii) assign all rights, duties and obligations under this Agreement to such successor. If the City should fail to appoint such a successor within ninety (90) days from the date the City discovers, or is notified of, the event or circumstance causing the Bank's inability or disqualification to serve hereunder, the Bank, or a bondholder of the Refunded Bonds, may apply, at the expense of the City, to a court of competent jurisdiction to appoint a successor or assigns of the Bank and such court, upon determining the Bank is unable to continue to serve, shall appoint a successor to serve under this Agreement and the amount of compensation, if any, to be paid to such successor for the remainder of the term of this Agreement for services to be rendered both for administering the Escrow Fund and for paying agent duties and responsibilities for the Refunded Bonds.

(b) Furthermore, the Bank may resign and be discharged from performing its duties and responsibilities under this Agreement upon notifying the City in writing of its intention to resign and requesting the City to appoint a successor. No such resignation shall take effect until a successor has been appointed by the City and such successor has accepted such appointment and agreed to perform all duties and obligations hereunder for a total compensation equal to the unearned proportional amount paid the Bank under Section 16 hereof for the administration of this Agreement and the unearned proportional amount of the paying agents fees for the Refunded Bonds due the Bank.

Any successor to the Bank shall be a bank, trust company or other financial institution that is duly qualified under applicable law (the Act, or other appropriate statute) to serve as escrow agent hereunder and authorized and empowered to perform the duties and obligations contemplated by this Agreement and organized and doing business under the laws of the United States or the State of Texas, having its principal office and place of business in the State

of Texas, having a combined capital and surplus of at least \$5,000,000 and be subject to the supervision or examination by Federal or State authority.

Any successor or assigns to the Bank shall execute, acknowledge and deliver to the City and the Bank, or its successor or assigns, an instrument accepting such appointment hereunder, and the Bank shall execute and deliver an instrument transferring to such successor, subject to the terms of this Agreement, all the rights, powers and trusts created and established and to be performed under this Agreement. Upon the request of any such successor Bank, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Bank all such rights, powers and duties. The term "Bank" as used herein shall be the Bank and its legal assigns and successor hereunder.

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.

*[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.

CITY OF PAMPA, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

BOKF, NA, dba Bank of Texas,  
as escrow agent

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

ATTEST:

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

## EXHIBIT D

### NOTICE OF REDEMPTION

CITY OF PAMPA, TEXAS,  
TAX AND WATERWORKS AND SEWER SYSTEM  
SURPLUS REVENUE REFUNDING BONDS,  
SERIES 2005, DATED OCTOBER 1, 2005

NOTICE IS HEREBY GIVEN that the bonds of the above series maturing on and after June 1, 2016, and aggregating in principal amount \$1,905,000 have been called for redemption on June 1, 2015, 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>
2016	\$360,000		2019	\$395,000	
2017	\$360,000		2020	\$410,000	
2018	\$380,000				

The above bonds shall become due and payable on June 1, 2015, 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., Dallas, Texas (successor paying agent/registrar to JPMorgan Chase Bank, National Association) at its designated offices at the following addresses:

First Class/Registered/Certified

Express Delivery Only

By Hand Only

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 Parkway  
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

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

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., Dallas, Texas  
Address: 2001 Bryan Street, 11<sup>th</sup> Floor  
Dallas, Texas 75201



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**AGENDA ITEM NO. 3**

**ITEM/PROJECT:**

**RESOLUTION NO. R15-005-GRANT  
FROM PEDC TO PEC**

**MEETING DATE:**

March 9, 2015

**DESCRIPTION:**

Consider adopting on second and final reading Resolution No. R15-005, a Resolution of the City of Pampa approving a grant in the amount of \$350,000.00 from the Pampa Economic Development Corporation to Pampa Energy Center for improvements to County Road J.

**STAFF CONTACT:**

Shane Stokes, City Manager  
Clay Rice, PEDC Director

**FINANCIAL IMPACT:**

\$350,000.00

**SOURCE OF FUNDS:**

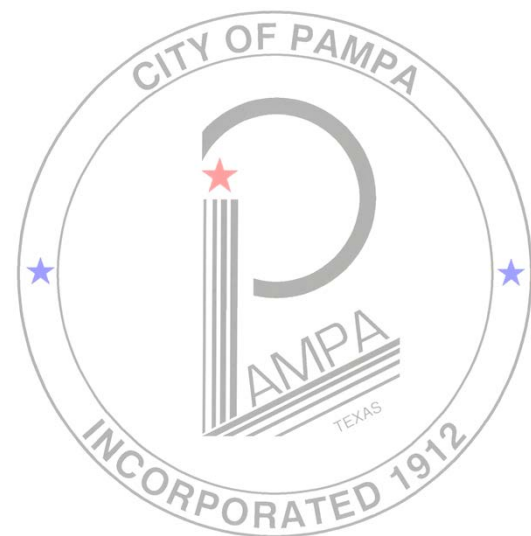
PEDC Operating Budget

**START/COMPLETION  
SCHEDULE:**

**RECOMMENDED  
ACTION:**

**BACKGROUND/  
ADDITIONAL  
INFORMATION:**

Resolution No. R15-005 attached.





**RESOLUTION NO. R15-005**

**A RESOLUTION APPROVING A GRANT BY THE PAMPA ECONOMIC DEVELOPMENT CORPORATION TO PAMPA ENERGY CENTER, LLC FOR IMPROVEMENTS TO COUNTY ROAD J**

**WHEREAS**, the Pampa Economic Development Corporation (“Pampa EDC”) has presented a request to grant \$350,000 to Pampa Energy Center, LLC for improvements to County Road J located adjacent to the industrial park at the former Celanese Chemical Company plant site;

**AND WHEREAS**, the Pampa EDC held a public hearing on February 19, 2015 at which no one spoke in opposition to the grant;

**AND WHEREAS**, the Pampa EDC has requested that the City Commission approve such a grant;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS:**

That the grant of \$350,000 by the Pampa EDC to Pampa Energy Center, LLC for improvements to County Road J, be and it is hereby APPROVED.

INTRODUCED, READ and APPROVED on its first reading this the 23rd day of February, 2015.

READ, APPROVED and ADOPTED on its second and final reading on this the 9<sup>th</sup> day of March, 2015.

CITY OF PAMPA, TEXAS

By: \_\_\_\_\_  
Brad Pingel, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Price, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Leland W. Waters, City Attorney



## CITY OF PAMPA AGENDA INFORMATION SHEET

### AGENDA ITEM NO. 4

**ITEM/PROJECT:**

**MUNICIPAL ADVISORY CONTRACT**

**MEETING DATE:**

March 9, 2015

**DESCRIPTION:**

Consider authorizing SAMCO Capital Markets, Inc. to serve as the City of Pampa's Financial Advisors.

**STAFF CONTACT:**

Robin Bailey, Finance Director

**FINANCIAL IMPACT:**

Fee Schedule provided in Contract

**SOURCE OF FUNDS:**

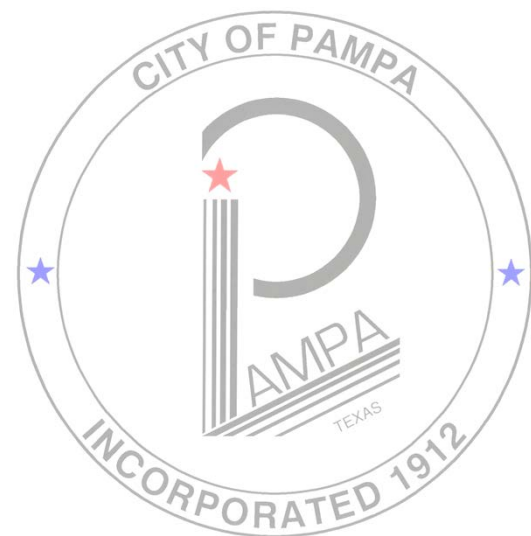
Operating Budget

**START/COMPLETION  
SCHEDULE:**

**RECOMMENDED  
ACTION:**

**BACKGROUND/  
ADDITIONAL  
INFORMATION:**

Municipal Advisory Contract attached.



# SAMCO CAPITAL MARKETS, INC.

8700 Crownhill Boulevard • Suite 601  
San Antonio Texas, 78209

TELEPHONE 210-832-9760  
877-349-1371

FACSIMILE 210-832-9794

## MUNICIPAL ADVISORY CONTRACT

March 9, 2015

The Honorable Mayor and City Council  
City of Pampa  
200 W Foster Avenue  
Pampa, Texas 79066

Ladies and Gentlemen:

1. We understand that the City, from time to time, will consider the issuance of debt obligations and that in connection with the authorization, issuance, sale and delivery of such obligations you desire the Mark McLiney Municipal Advisory team to perform professional services in the capacity of Municipal Advisors for the City.
2. We agree to provide all services related to the development and implementation of a debt management plan. These services include, but are not limited to, the structuring of a bond model, the formulation of a bond program, the analysis and completion of refunding programs, consultation regarding bond elections, consultation regarding bond ratings, consultation regarding the available types of financings, etc. The services include communicating and coordinating with other professionals involved in bond transactions and related services (e.g. bond counsel, rating agent, credit enhancement providers, verification agent, arbitrage rebate provider, etc.). The advice and assistance includes serving as a fiduciary to the Issuer and representing the Issuer's interest in the sale and distribution of any debt obligations.
3. We agree to direct and coordinate the entire program of financing herein contemplated. It is specifically understood and agreed, however, that this obligation on our part shall not cover payment of any expenses associated with the issuance of the obligations or the expenses of any litigation, if such would occur.
4. As consideration for the services rendered by us and as reimbursement for the expenses which we are to incur, it is understood and agreed that the City is to pay and we are to accept, a cash fee for such professional services in accordance with the fee schedule set forth as follows. Such fee shall become due and payable simultaneously with the delivery of the bonds to the purchaser. It is understood that a miscellaneous expense will be added to the fee to cover reimbursables. This amount shall be capped at \$5,000.

**FEE SCHEDULE**

The following schedule is an estimate of fees due for Municipal Advisory work. The actual fee will be more or less based upon work performed.

Base Fee – Any issue				\$	5,000		
Plus \$12.50	per \$1,000 next	\$500,000	or	\$11,250	for	\$500,000	Bonds
Plus \$8.00	per \$1,000 next	\$500,000	or	\$15,250	for	\$1,000,000	Bonds
Plus \$5.50	per \$1,000 next	\$1,500,000	or	\$23,500	for	\$2,500,000	Bonds
Plus \$3.50	per \$1,000 next	\$2,500,000	or	\$32,250	for	\$5,000,000	Bonds
Plus \$2.00	per \$1,000 next	\$5,000,000	or	\$42,250	for	\$10,000,000	Bonds
Plus \$1.00	per \$1,000 next	\$10,000,000	or				

Fees for Refunding Bonds, Revenue Bonds or Bonds issued to State or Federal Agencies shall be computed from the above schedule, plus 25%. For any issue of Refunding Bonds and/or other Debt Instruments involving Escrow Agreements, it is understood and agreed that our fee will be the fee schedule set out above plus 10%. For Bonds issued pursuant to a Bond Election our fee will include an additional \$5,000 to cover costs associated with the Bond Election.

SAMCO Capital Markets, Inc. will bill the Issuer at Closing for each issue of obligations a net amount which will include a fee calculated on the above schedule as well as costs and expenses, where applicable, incurred on behalf of the Issuer for the Bond Attorneys, preparation, printing and distribution of the Notice of Sale, Official Statement, Uniform Bid Form or Private Placement Memorandum, independent consultants, information meetings, if any, presentations to rating agencies and rating fees, if any, printing of Obligations, and all appropriate costs and expenses associated with the closing and delivery of the Obligations.

5. If appropriate, we will assist with the annual filing of all documents related to the Securities Exchange Commission Rule 15c2-12 (Continuing Disclosure). It is understood that we are not your agent for Continuing Disclosure because SAMCO Capital Markets, Inc. cannot be assured of being informed on a timely manner of all material events which require filing during the year. It is further understood that any fees due us for our work in this capacity will be determined on a case by case basis.
6. Due to the personal nature of municipal advisory consulting services, this Agreement is being entered into with the Mark McLiney Municipal Advisory Group of SAMCO Capital Markets. The Issuer expects that all files will be held in duplicate by the group and the company. At the full discretion of the Issuer, this Agreement can be automatically assigned to and transferred to the Mark McLiney Municipal Advisory Group.
7. This Agreement will commence on the date of acceptance and shall remain in effect until terminated or replaced with a subsequent agreement. This Agreement can be terminated at any time, with or without cause, with simple written notice.

Respectfully submitted,

SAMCO CAPITAL MARKETS, INC.

BY:   
\_\_\_\_\_  
Mark M. McLiney

**ACCEPTANCE**

ACCEPTED and adopted by the City Council of the City of Pampa on this the 9<sup>th</sup> day of March, 2015

\_\_\_\_\_  
Mayor  
City of Pampa, Texas



## CITY OF PAMPA AGENDA INFORMATION SHEET

### AGENDA ITEM NO. 5

**ITEM/PROJECT:**

**CANCEL MAY 9, 2015 GENERAL  
ELECTION**

**MEETING DATE:**

March 9, 2015

**DESCRIPTION:**

Consider cancelling the May 9, 2015 General Election.

**STAFF CONTACT:**

Karen Price, City Secretary

**FINANCIAL IMPACT:**

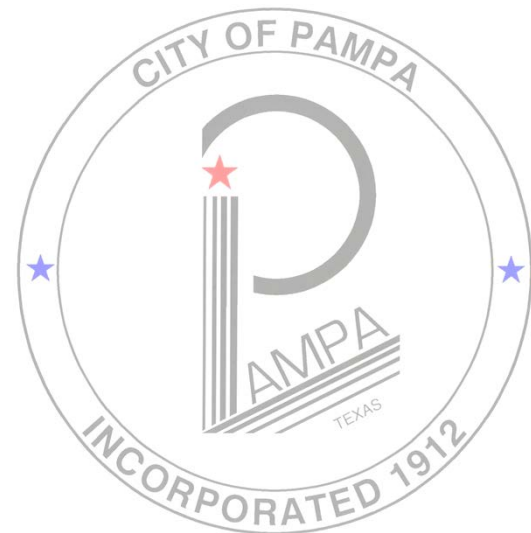
**SOURCE OF FUNDS:**

**START/COMPLETION  
SCHEDULE:**

**RECOMMENDED  
ACTION:**

**BACKGROUND/  
ADDITIONAL  
INFORMATION:**

Related documents attached.



CERTIFICATION OF UNOPPOSED CANDIDATES FOR  
CITY OF PAMPA, TEXAS GENERAL ELECTION  
CERTIFICACIÓN DE CANDIDATOS SIN OPOSICIÓN PARA  
CIUDAD DE PAMPA, TEXAS ELECCIÓN GENERAL

To: Mayor Brad Pingel  
Presiding Officer of Governing Body  
Para: *El Alcalde Brad Pingel*  
*Presidiendo Oficial de Consejo de Administración*

As the authority responsible for having the official ballot prepared, I hereby certify that no person has made a declaration of write-in candidacy and all the following candidates are unopposed for election to office for the election scheduled to be held on **May 9, 2015**.

*A medida que la autoridad responsable de tener la boleta oficial preparado, por la presente certifico que ninguna persona ha hecho una declaración de escritura en la candidatura y todos los siguientes candidatos son únicos para elección a la oficina para la elección que se celebrará el **9 de Mayo de 2015**.*

Candidate(s) Candidato(s)

Office(s) Oficina(s)

Chris Porter

Commissioner Ward 2

*Comisionado Distrito 2*

Karen McLain

Commissioner Ward 4

*Comisionado Distrito 4*

Karen L. Price

Signature (*Firma*)

Karen L. Price

Printed Name (*Nombre Impreso*)

City Secretary

Title (*Título*)

March 6, 2015

Date Signed (*Fecha de la firma*)

(Seal)

**ORDER OF CANCELLATION**  
**DE ORDEN DE CANCELACIÓN**

The **City of Pampa, Texas** hereby cancels the election scheduled to be held on **May 9, 2015** in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

*La Ciudad De Pampa, Texas por la presente cancela la elección que, de lo contrario, se hubiera celebrado el **9 de Mayo de 2015** en conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:*

<u>Candidate(s) Candidato(s)</u>	<u>Office(s) Oficina(s)</u>
Chris Porter	Commissioner Ward 2 <i>Comisionado Distrito 2</i>
Karen McLain	Commissioner Ward 4 <i>Comisionado Distrito 4</i>

A copy of this order will be posted on Election Day at each polling place that would have been used in this election.

*El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.*

\_\_\_\_\_  
Mayor (*El Alcalde*)

\_\_\_\_\_  
City Secretary (*Secretaria*)

\_\_\_\_\_  
Date of adoption (*Fecha de la firma*)

(seal)