



## NOTICE OF A REGULAR MEETING

Notice is hereby given that a Regular Meeting of the Governing Body of the City of Ranger, Texas, will be held on **Monday, April 12, 2021 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects will be discussed, to wit:

**Agenda Item 01: Call to Order-** Mayor Pilgrim

Roll Call/Quorum Check  
Invocation of Prayer  
Pledge of Allegiance to the United States Flag  
Pledge of Allegiance to the Texas Flag

**Agenda Item 02: Citizen's Presentation-**At this time, anyone on the list will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed THREE minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.

**Agenda Item 03: Announcements from City Council or Staff-**Comments may be made by council or staff, **BUT NO ACTION TAKEN** on the following topics without specific notice. Those items include: Expressions of Thanks, Congratulations or Condolence; Information on Holiday schedules; Recognition of public officials, employees or citizens other than employees or officials whose status may be affected by the council through action; Reminders of community events or announcements involving an imminent threat to the public health and safety of the people of the municipality.

**Agenda Item 04: Discuss/Consider:** approval of the city council meeting minutes for the regular meeting on March 22, 2021. - Savannah Fortenberry, City Secretary

**Agenda Item 05: Discuss/Consider:** approval of the CodeRED Emergency Notification System. -Matt Fox, RVFD

**Agenda Item 06: Discuss/Consider:** amending the City of Ranger General and Utility Budget for the current fiscal year of 2020/2021, adjusting line items for revenues and expenditures. - Savannah Fortenberry, Finance Director

**Agenda Item 07: Discuss/Consider:** all matters incidental and related to the issuance and sale of the City of Ranger, Texas General Obligation Refunding Bonds, Tax-Exempt Series 2021, including the adoption of Ordinance No. 2021-04-12-B authorizing the issuance of the bonds, establishing parameters for the sale and issuance of such bonds, and delegating certain matters to City officers to act on its behalf in selling the bonds. - Gerald Gunstanson, City Manager

**Agenda Item 08: Discuss/Consider:** all matters incidental and related to the issuance and sale of the City of Ranger, Texas General Obligation Refunding Bonds, Taxable Series 2021, including the adoption of Ordinance No. 2021-04-12-C authorizing the issuance of the bonds, establishing parameters for the sale and issuance of such bonds, and delegating certain matters to City officers to act on its behalf in selling the bonds. - Gerald Gunstanson, City Manager

**Agenda Item 09: Discuss/Consider:** RESOLUTION NO. 2021-04-12-I: A RESOLUTION OF THE CITY COMMISSION OF RANGER, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM FUND; AND AUTHORIZING THE MAYOR AND THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.- Gerald Gunstanson, City Manager

**Agenda Item 10: Discuss/Consider:** RESOLUTION NO. 2021-04-12-J: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RANGER, DETERMINING THAT AN AREA OF THE CITY CONTAINS CONDITIONS WHICH ARE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND CONSTITUTES A SLUM AND BLIGHTED AREA.- Gerald Gunstanson, City Manager

**Agenda Item 11: Discuss/Consider:** RESOLUTION NO. 2021-04-12-K: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE 2021-2022 COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE MAYOR OR CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.- Gerald Gunstanson, City Manager

**Agenda Item 12: Discuss/Consider:** adopting a Citizen Participation Plan for the City of Ranger. – Gerald Gunstanson, City Manager

**Agenda Item 13: Discuss/Consider:** publicizing Requests for Proposals (RFPs) for health insurance for City of Ranger employees. –John Casey, Commissioner Place 3

**Agenda Item 14: Discuss/Consider:** Establish and approve adjustments to rates for Evergreen Cemetery services. – Larry Monroe, Commissioner Place 1

**Agenda Item 15: Discuss/Consider:** approving the After Action Review on the 2021 Winter Storm impacts for the City of Ranger. –Robert Butler Commissioner Place 2

**Agenda Item 16: Discuss/Consider:** Ordinance No. 2021-04-12-A: AN ORDINANCE OF THE CITY OF RANGER, TEXAS, ADOPTING RULES AND RATES FOR THE EVERGREEN CEMETERY; PROVIDING A PENALTY CLAUSE; PROVIDING FOR SEVERABILITY; OPEN MEETING CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE. –Robert Butler Commissioner Place 2

**Agenda Item 17: Discuss/Consider: Consent Items; the Approval of Monthly Department Reports:**

- **Finance Report-** Director Savannah Fortenberry
- **Library Report-** Librarian Diana McCullough
- **REDC 4A Report-** President Robert Butler
- **REDC 4B Report-** President Steve Gerdes
- **Municipal Court Report-** Judge Tammy Archer
- **Fire/EMS Report-** Chief Darrel Fox
- **Police Department-** Manager Gerald Gunstanson
- **Animal Control/Code Enforcement-** Bradley Keyser
- **Public Works Report-** Director Robert Alvarez

**Agenda Item 18: Discuss/Consider: Adjournment**

I, the undersigned authority, do hereby certify that the above notice of meeting of the Governing Body of the City of Ranger is a true and correct copy of said notice on the bulletin board at the City Hall of the City of Ranger, a place convenient and readily available to the general public at all times, and notice was posted by 5:30 p.m., April 9, 2021 and remained posted for 72 hours preceding the scheduled time of the meeting.

*Savannah Fortenberry*

Savannah Fortenberry, Ranger City Secretary

The City council reserves the right to convene into Executive Session concerning any of the items listed on this agenda under the authority of the Mayor, whenever it is considered necessary and legally justified under the Open Meetings Act.

**NOTICE OF ASSISTANCE**

Ranger City Hall and Council Chambers are wheelchair accessible and accessible parking spaces are available. Request for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact City Secretary's office at (254) 647-3522 for information or assistance.

This Notice was removed from the outside bulletin board on \_\_\_\_\_ by \_\_\_\_\_.



## REGULAR MEETING MINUTES

A Regular Meeting of the Governing Body of the City of Ranger, Texas, was held on **Monday, March 22, 2021 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects were discussed, to wit:

### **COUNCIL MEMBERS AND CITY STAFF PRESENT:**

Honorable Joe Pilgrim	Mayor
Commissioner Larry Monroe	Place 1
Commissioner Robert Butler	Place 2
Commissioner John Casey	Place 3
Commissioner Brittni Boykin	Place 4
City Manager Gerald Gunstanson	
City Secretary Savannah Fortenberry	
Public Works Director Robert Alvarez	
Honorable Tammy S. Archer	

### **Agenda Item 01: Call to Order- Mayor Pilgrim**

Roll Call/Quorum Check- Savannah Fortenberry

Invocation of Prayer- John Casey

Pledge of Allegiance to United States Flag- Mayor Pilgrim

Pledge of Allegiance to Texas Flag- Mayor Pilgrim

### **Agenda Item 02: Citizen's Presentation: No Participation.**

**Agenda Item 03: Announcements from City Council or Staff- 1.** Commissioner Butler reminded the Public there will be a workshop held at the Ranger Community Center on Saturday, March 27 from 12pm-4pm regarding the Winter Weather Response Plan. **2.** Mayor Pilgrim announced City Hall would be closed on April 2, in observance of Good Friday. **3.** City Manager, Gerald Gunstanson, stated the tire trailer was very successful. He estimated there are about 1,000 tires that were collected. Mr. Gunstanson thanked Darwin Archer and the West Central Texas Council of Governments for the donation of the tire trailer.

**Agenda Item 04: Discuss/Consider:** approval of the city council meeting minutes for the regular meeting on February 22, 2021 and the regular meeting on March 8, 2021. - Savannah Fortenberry, City Secretary

\*Motion made by Commissioner Casey to approve the city council meeting minutes for the regular meeting on February 22, 2021 and the regular meeting on March 8, 2021 and Commissioner Monroe 2<sup>nd</sup> the motion. **All Ayes and Motion Passed.**

**Agenda Item 05: Discuss/Consider:** presentation and approval of the Annual Audit prepared by Cameron Gulley, CPA for the fiscal year of 2019/2020- Gerald Gunstanson, City Manager

\*Motion made by Commissioner Casey to approve the Annual Audit prepared by Cameron Gulley, CPA for the fiscal year of 2019/2020 and Commissioner Butler 2<sup>nd</sup> the motion. **All Ayes and Motion Passed.**

**Agenda Item 06: Discuss/Consider:** FIRST READING OF ORDINANCE NO. 2021-04-12-A; WHICH WOULD BE KNOWN AS THE "CEMETERY ORDINANCE OF THE CITY OF RANGER": AN ORDINANCE OF THE CITY OF RANGER, TEXAS, PROVIDING FOR ESTABLISHMENT OF REGULATIONS, RULES, AND RESPONSIBILITIES REGARDING THE CITY OF RANGER'S EVERGREEN CEMETERY; REPEALING ALL PREVIOUS ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; PROVIDING SEVERABILITY CLAUSE; EFFECTIVE DATE AND OPEN MEETING CLAUSES; AND PROVIDING FOR RELATED MATTERS. – Robert Butler, Commissioner Place 2

\*Motion made by Commissioner Butler to table Agenda Item 6 pending final review by legal services and Commissioner Casey 2<sup>nd</sup> the motion. **All Ayes and Motion Passed.**

**Agenda Item 07: Discuss/Consider:** Establishing and approving a Fee Schedule for Evergreen Cemetery services. – Larry Monroe, Commissioner Place 1

\*Motion made by Commissioner Monroe to table Agenda Item 7 until the April 12<sup>th</sup> meeting; bringing an expanded fee schedule before council and Commissioner Boykin 2<sup>nd</sup> the motion. **All Ayes and Motion Passed.**

**Agenda Item 08: Discuss/Consider:** Discussion on establishing a resolution that establishes a centralized Fee Schedule for all City Services, including various fees, licenses, permits, and rates charged by the City of Ranger, Texas. – Robert Butler, Commissioner Place 2

\*Motion made by Commissioner Monroe to allow the creation of a centralized Fee Schedule for all City Services, including various fees, licenses, permits, and rates charged by the City of Ranger, Texas, being brought to Council for the April 12<sup>th</sup> meeting and Commissioner Casey 2<sup>nd</sup> the motion. **All Ayes and Motion Passed.**

**Agenda Item 09: Discuss/Consider:** RESOLUTION NO. 2021-03-22-F: A RESOLUTION BY THE CITY OF RANGER, TEXAS, ("CITY") REGARDING THE APPLICATION OF ATMOS ENERGY CORPORATION – MIDTEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ATMOS TEXAS MUNICIPALITIES;" DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE. –Gerald Gunstanson, City Manager

\*Motion made by Commissioner Butler to approve Resolution No. 2021-03-22-F and Commissioner Boykin 2<sup>nd</sup> the motion. **All Ayes and Motion Passed**

**Agenda Item 10:** Convene in Executive Session at **7:06pm** Pursuant to Texas Government Code Section § 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, or dismissal of a public officer or employee. – Joe Pilgrim, Mayor

- Chief of Police

**Agenda Item 11: Discuss/Consider:** Reconvene into Open Session at **8:25pm** and take action from Executive Session - Joe Pilgrim, Mayor

\*Motion made by Commissioner Butler to hire Gary Morris pending his final background and accept the resignation of Randy Hooks and Commissioner Boykin 2<sup>nd</sup> the motion. **All Ayes and Motion Passed.**

**Agenda Item 12: Discuss/Consider: Adjournment- 8:26 pm**

\*Motioned by Commissioner Casey to adjourn and Commissioner Monroe 2<sup>nd</sup> the motion. **All Ayes and Motion Passed.**

*These minutes were approved on the 12<sup>th</sup> day of April, 2021*

**CITY OF RANGER, TEXAS**

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**Joe Pilgrim, Mayor**

**ATTEST:**

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**Savannah Fortenberry, City Secretary**

April 12, 2021

Members of the City Commission  
City of Ranger  
400 W. Main Street  
Ranger, Texas 76470

Re: Proposed City of Ranger, Texas General Obligation Refunding Bonds, Taxable Series 2021  
and

Proposed City of Ranger, Texas General Obligation Refunding Bonds, Tax-Exempt Series  
2021

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Ranger, Texas (the "Issuer") in connection with the issuance of the above-referenced refunding bonds (the "Tax-Exempt Bonds" and the "Taxable Bonds," and, collectively, the "Bonds"). We understand that the Tax-Exempt Bonds are being issued for the purpose of refunding up to \$875,000 in aggregate principal amount of the Issuer's Combination Tax and Waterworks and Sewer System Revenue Certificates of Obligation, Series 1998 and that the Taxable Bonds are being issued for the purpose of refunding up to \$645,000 of the Issuer's Waterworks and Sewer System Revenue Bonds, Series 2005 (collectively, the "Refunded Bonds"). The Bonds will be issued in accordance with respective ordinances to be adopted by the City Commission (the "Commission") on the date hereof that will authorize the issuance of the Bonds (collectively, the "Ordinance").

We also understand that the Bonds will be secured by a pledge of an ad valorem tax levied by the Issuer, within the limits prescribed by law. We further understand that the Bonds will be authorized to be sold by the Commission by delegation in accordance with the Ordinance, which shall appoint the Mayor or the City Manager to act as a pricing officer (the "Pricing Officer") in the manner set forth in Section 1207.007, Texas Government Code, on behalf of the Issuer. In accordance with such delegation, the Pricing Officer will be authorized to sell the Bonds to a purchaser or purchasers (collectively, the "Underwriter"). The Bonds will be sold only in accordance with the direction of the Commission as set forth in Section 3 of the respective Ordinance. The date that the Bonds are priced and the sale negotiated, as aforesaid, is herein referred to as the "Sale Date."

## A. THE FINANCING

As Bond Counsel to the Issuer, we would like for the Commission to understand how the issuance of the Bonds will be effected and the ramifications of the financing. I will briefly describe the procedures and certain applicable law that pertains to the issuance of the Bonds, below. However, you should feel free to call me at any time to discuss any questions that you or your staff may have.

- (1) The Bonds are being issued to provide debt service savings with respect to the Issuer's future debt service payments. You should discuss the full impact of the debt service restructuring with Hilltop Securities Inc., your financial advisor.
- (2) The Bonds will be "ordered to be issued" when and if the Commission approves the Ordinance. The Ordinance provides for certain terms of the Bonds, and delegates to the Pricing Officer other terms of the Bonds. Among the matters approved in the Ordinance or delegated to the Pricing Officer are: (i) the terms of the Bonds, including the principal amortization schedule and interest rates; (ii) the Issuer's commitment to levy its debt service tax each year in an amount sufficient to pay the debt service on the Bonds; (iii) the sale of the Bonds to the Underwriter; (iv) the approval of this engagement letter; (v) approval of a paying agent agreement for each series of the Bonds in accordance with which you will make semiannual payments sufficient to pay the debt service on the Bonds; (vi) instructions to the paying agent for the Refunded Bonds to give notice to the holders of the Refunded Bonds that they are being called for redemption; (vii) approval of the use of an escrow agreement or other deposit agreement whereby the proceeds of the Bonds will be used to pay the debt service on the respective series of the Refunded Bonds; (viii) certain other covenants of the Issuer that are designed to allow the Issuer to issue the Tax-Exempt Bonds as tax-exempt obligations for purposes of Federal tax law and (ix) covenants of the Issuer to provide on-going disclosures to the public markets in accordance with Rule 15c2-12 of the Securities and Exchange Commission, if required. As you can see from the foregoing description, the Ordinance is an omnibus undertaking of the Issuer that is intended to provide for all actions and undertakings that are required for the issuance of the Bonds. There will be other certificates and letters that will be required to be executed by officers of the Issuer on the Sale Date, but they all spring from, and are authorized by, the Ordinance.
- (3) As noted above, the Bonds will be sold to the Underwriter in accordance with the provisions of the Ordinance and, in addition, the Underwriter will want the Issuer to sign Bond Purchase Contracts or other sale agreements (the "Sale Contract") on the Sale Date that will set forth the terms of the sale of the Bonds. We will review the Sale Contract, but you should know that it will commit the Issuer to sell the Bonds to the Underwriter at the price to be negotiated between the Issuer and the Underwriter. In addition, the Sale Contract may contain representations of the Issuer to the Underwriter to the effect that the Issuer is authorized to issue the Bonds and that it has made full disclosure to the Underwriter and the bond investors of all material information. As a condition to the Underwriter's payment for the Bonds, the Underwriter will require this firm to deliver our Bond Counsel opinions to them, in which we



will opine that the Bonds are valid obligations of the Issuer and that, assuming ongoing compliance by the Issuer with the provisions of the Ordinance, the interest on the Tax-Exempt Bonds will be exempt from federal income taxation. The Sale Contract will also require the delivery of an opinion of the Texas Attorney General approving the Bonds, as is required by State law. As a result of the representations of the Issuer in the Sale Contract, if there are any unusual financial or legal circumstances affecting the Issuer that would make the covenants, representations or statements made by the Issuer in the Sale Contract untrue, you should let the Underwriter, your financial advisor and/or the undersigned know about them as soon as possible.

- (4) You should know that the purchase price for the Bonds may be somewhat higher than the principal amount of the Bonds. This is because additional proceeds may be generated by the sale of certain of the Bonds at a premium. The premium, if any, can be used to fund the escrow fund created by the escrow agreement, mentioned above, and to pay costs of issuance of the Bonds. The premium will be taken into account in determining the savings from the refunding, which will be calculated by your financial advisor.
- (5) The Underwriter may offer the Bonds into the public debt markets prior to the time that the Commission meets to accept the Underwriter's offer for the Bonds. Through this process, the Bonds will be "priced" – i.e., interest rates and premiums or discounts, if any, for the Bonds will be established. On the Sale Date, the Pricing Officer will consider the terms offered to the Issuer by the Underwriter based upon the market conditions and other factors that determine interest rates and pricing information. In connection with the offering of the Bonds, the Pricing Officer will be authorized to approve an offering document called an "Official Statement" that contains financial and operating data concerning the Issuer, and information that describes the Bonds. The Issuer is responsible for the information that is contained in the Official Statement to the extent that it describes the Bonds and the Issuer. Some information in the Official Statement will be prepared by others, including the Underwriter, and the Issuer is not responsible for that information. As your Bond Counsel, we will review the Official Statement to ensure that the information describing the Bonds and the Ordinance are correct. As Bond Counsel, we do not review other areas of the Official Statement. If you know of any information that an investor would consider to be material in order to make an investment decision, and that information is omitted from, or incorrect in, the Official Statement, the Underwriter needs to know, so that it can correct the Official Statement.

## **B. SCOPE OF ENGAGEMENT**

In this engagement, we have performed, or expect to perform, the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion"), regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required federal or state securities law filings. In this connection, we particularly undertake to assist the Issuer in having the Bonds approved by the Public Finance Division of the Office of the Texas Attorney General, and, following such approval, registered by the Texas Comptroller of Public Accounts.
- (4) Review legal issues relating to the structure of the Bond issue.
- (5) Review those sections of the Official Statement to be disseminated in connection with the sale of the Bonds which describe the Bonds, the Ordinance pursuant to which they will be issued and the tax-exempt treatment of the interest on the Tax-Exempt Bonds for purposes of federal income taxation.
- (6) If requested, assist the Issuer in presenting information to bond rating organizations and bond insurers relating to legal issues affecting the issuance of the Bonds.
- (7) Draft the continuing disclosure undertakings of the Issuer, if required.

Our Bond Opinions will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing"). The Issuer will be entitled to rely on our Bond Opinions.

The Bond Opinions will be based on facts and law existing as of its date. In rendering our Bond Opinions, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

- (1) Except as described in sections A and B above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions

necessary to assure compliance with any continuing disclosure undertaking, or, in connection with the issuance of the Bonds, performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

- (2) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (3) Preparing state securities law memoranda or investment surveys with respect to the Bonds.
- (4) Drafting state constitutional or legislative amendments.
- (5) Pursuing test cases or other litigation.
- (6) Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- (7) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (8) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Tax-Exempt Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- (9) Negotiating the terms of, or opining as to, any investment contract.
- (10) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

#### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the Issuer in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

## **CONFLICTS**

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

## **FIRM NOT A MUNICIPAL ADVISOR**

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the "Municipal Advisor Rule"), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), we hereby inform the Issuer that we are not a "Municipal Advisor" within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the "MA Rule"). In the course of performing our services as Bond Counsel in this transaction, we may engage in analysis, discussion, negotiation, and advice to the Issuer regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with the planned issuance of the Bonds, and such services and advice may be essential to the development of the plan of finance for the issuance of the Bonds. In turn, these services become, among other things, the basis for the transaction's basic legal documents, the preparation and delivery of the official statement or any other disclosure document that describes the material terms and provisions of the transaction, if an offering document is used in the offering of the Bonds, the preparation of the various closing certificates that embody the terms and provisions of this transaction and the preparation and delivery of our Bond Opinion. Moreover, legal advice and services of a traditional legal nature in the area of municipal finance inherently involve a financial advice component; but we hereby advise the Issuer that while we have expertise with respect to the legal aspects relating to the issuance of municipal securities, we are not "financial advisors" or "financial experts" in a manner that would subject us to the provisions of the MA Rule. As Bond Counsel, we provide only legal advice, not purely financial advice that is not inherent in our legal advice to the Issuer. The Issuer should seek the advice of its financial advisor with respect to the financial aspects of the issuance of the Bonds. By signing this engagement letter, the Issuer

acknowledges receipt of this information, and evidences its understanding of the limitations of our role to the Issuer as Bond Counsel with respect to the MA Rule, as discussed in this paragraph.

### **NO ISRAEL BOYCOTT**

We hereby represent that during the term of this agreement we do not, nor will we, boycott Israel, in compliance with and within the meaning of 50 U.S.C. Section 4607 and Section 2270.002, of the Texas Government Code.

### **FEES**

Based upon: (i) the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee for the Tax-Exempt Bonds will be \$9,500 and for the Taxable Bonds will be \$7,500. The fee includes our services rendered as Bond Counsel, and all client charges made or incurred on your behalf, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, computer-assisted research and other expenses. Our fee will be billed after the Closing. In addition, if we advance the Attorney General filing fee on behalf of the Issuer, we will be reimbursed for that payment.

### **RECORDS**

After the transaction has closed, you will receive a transcript of proceedings that contains the primary financing and closing documents related to the transaction. At your request, papers and property furnished by you, and work product belonging to you and to which you are entitled, will be returned promptly. We may have copies of any and all documents made for our files at our sole cost and expense, to be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the closing of each transaction.

### **ELECTRONIC COMMUNICATION AND STORAGE**

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our

use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

**ACCEPTANCE OF TERMS OF ENGAGEMENT**

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Respectfully yours,

McCall, Parkhurst & Horton L.L.P.

By

  
Dan S. Culver

**Accepted and Approved**

City of Ranger, Texas

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

Its: Mayor

Date: April 12, 2021

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**ORDINANCE NO. 2021-04-12-B**

**of the**

**CITY OF RANGER, TEXAS**

**AUTHORIZING THE ISSUANCE OF**

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**CITY OF RANGER, TEXAS  
GENERAL OBLIGATION REFUNDING BONDS  
TAX-EXEMPT SERIES 2021**

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**ORDINANCE NO. 2021-04-12-B AUTHORIZING THE ISSUANCE OF CITY OF RANGER, TEXAS GENERAL OBLIGATION REFUNDING BONDS; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE ON BEHALF OF THE CITY THE SELECTION OF BONDS TO BE REFUNDED, THE SALE OF THE BONDS, THE TERMS OF THE BONDS AND THE OFFERING DOCUMENTS FOR THE BONDS; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS BY THE PRICING OFFICER; APPROVING THE USE OF AN ESCROW AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; ENGAGING BOND COUNSEL; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

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**THE STATE OF TEXAS  
EASTLAND COUNTY  
CITY OF RANGER**

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§  
§

WHEREAS, City of Ranger, Texas (the "Issuer") has previously issued, and there are presently outstanding, the obligations of the Issuer styled "City of Ranger, Texas Combination Tax and Waterworks and Sewer System Revenue Certificates of Obligation, Series 1998," which are currently outstanding in the principal amount of \$875,000 (the "Eligible Refunded Obligations");

WHEREAS, the Issuer now desires to refund all or part of the Eligible Refunded Obligations, and those Eligible Refunded Obligations designated by the Pricing Officer in the Pricing Certificate, each as defined below, to be refunded are herein referred to as the "Refunded Obligations";

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the City Commission of the Issuer hereby finds and determines that it is a public purpose and in the best interests of the Issuer to refund the Refunded Obligations in order to achieve a present value debt service savings, with such savings, among other information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to said Chapter 1207; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Ordinance has been adopted was open to the public, and public notice of the date, hour, place and

subject of said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551;

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF RANGER:

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The bonds of the Issuer are hereby authorized to be issued and delivered in the maximum aggregate principal amount hereinafter set forth for the public purpose of providing funds to refund the Refunded Obligations and to pay the costs incurred in connection with the issuance of the Bonds.

(c) Each bond issued pursuant to this Ordinance shall be designated (unless otherwise provided in the Pricing Certificate): "CITY OF RANGER, TEXAS GENERAL OBLIGATION REFUNDING BOND, TAX-EXEMPT SERIES 2021," and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial bonds being made payable to the initial purchaser as described in Section 12 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption, if applicable, prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 2. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following term shall have the meanings specified below:

"Bonds" means and includes the Bonds initially issued and delivered pursuant to this Ordinance and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 3. DELEGATION TO PRICING OFFICER. (a) As authorized by Section 1207.007, Texas Government Code, as amended, the Mayor or the City Manager are each individually hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds (of which officers, the officer executing the Pricing Certificate shall be hereinafter referred to as, and shall for all purposes be, the "Pricing Officer") in one or more series, determining which of the Eligible Refunded Obligations shall be refunded and carrying out the other procedures specified in this Ordinance, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and

terms, if any, upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, whether the Bonds shall be issued on a tax-exempt basis or on a taxable basis, whether the Bonds shall be designated as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), limiting the types of securities and obligations that may be used as Defeasance Securities, modifying the Issuer's undertaking pursuant to Rule 15c2-12 as set forth in Section 14 hereof, and establishing all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations and obtaining bond insurance if bond insurance is deemed beneficial to the Issuer to achieve the objectives of the refunding, all of which shall be specified in a certificate of the Pricing Officer (the "Pricing Certificate"); provided that:

(i) the aggregate original principal amount of the Bonds issued hereunder shall not exceed \$1,100,000;

(ii) no Bond shall mature after February 15, 2038;

(iii) the true interest cost for the Bonds shall not exceed 4.25%; and

(iv) the refunding achieved by the Bonds sold in accordance with this Ordinance must produce debt service savings of at least 5.5% measured on a present value basis as a percentage of the principal amount of the Refunded Obligations refunded with the Bonds, with such savings to be net of any Issuer contribution to the refunding and net of the costs of issuance.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to the date that is six months after the adoption of this Ordinance. The Bonds shall be sold at such price, with and subject to such terms as set forth in the Pricing Certificate.

(c) The Bonds may be issued as Current Interest Bonds or Capital Appreciation Bonds, or a combination thereof, as set forth in the Pricing Certificate. The Bonds may be sold by public offering (either through a negotiated or competitive offering) or by private placement. If the Bonds are sold by private placement, the Pricing Certificate shall so state, and the Pricing Certificate may make changes to this Ordinance to effect such private placement, including the provisions hereof that pertain to the book-entry-only procedures (including eliminating the book-entry-only system of registrations, payment and transfers) and to the provisions of Section 14 hereof relating to the Rule 15c2-12 undertaking (including eliminating or replacing such undertaking with an agreement to provide alternative disclosure information). In addition, if the Bonds are sold in more than one series, and one of such series is an issue with respect to which the interest on the Bonds of such series is not exempt from federal income taxation, the Pricing Certificate shall so state and may

make changes to this Ordinance to effect such taxable issuance, including, specifically providing that the covenants of Section 11 hereof shall not be applicable to such series.

(d) In the event any of the Bonds are issued as Capital Appreciation Bonds, the Pricing Certificate shall have attached thereto a schedule which sets forth the rounded original principal amounts at the issuance date for the Capital Appreciation Bonds and the Compounded Amounts thereof (per \$5,000 payment at maturity), including the initial premium, if any, as of each date and commencing on the date set forth in such schedule.

(e) It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the debt service requirements of the Issuer, and that the debt service requirements on the Bonds will be less than those on the Refunded Obligations, resulting in a reduction in the amount of principal and interest which otherwise would be payable. The Refunded Obligations are subject to redemption, at the option of the Issuer, and the Pricing Officer is hereby authorized to cause all of the Refunded Obligations to be called for redemption on the respective date or dates consistent with the savings analysis set forth in Section 3(a)(iv) hereof, and the proper notices of such redemption to be given, and in each case at a redemption price of par, plus accrued interest to the date fixed for redemption. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Pricing Officer is further authorized to enter into and execute on behalf of the Issuer with the escrow agent named therein, an escrow agreement, in substantially the form presented to the City Commission at the meeting at which this Ordinance was adopted and as shall be approved by the Pricing Officer, which escrow agreement will provide for the payment in full of the Refunded Obligations (the "Escrow Agreement"). In addition, the Pricing Officer is authorized to purchase such securities with proceeds of the Bonds, including, without limitation, to execute such subscriptions for the purchase of the United States Treasury Securities State and Local Government Series or other United States Treasury or United States Agency securities that may be purchased in the open market, and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow fund described in the Escrow Agreement.

(f) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the City Commission hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the principal corporate trust office of the bank named in the Pricing Certificate as the paying agent/registrar for the Bonds (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying

Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(b) Authentication. Except as provided in Section 4(e) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, 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 Issuer. 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 registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 days written notice to the Paying Agent/Registrar, to be effective not later than 45 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 35 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF BOND set forth in this Ordinance.

(f) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (g) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(g) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(i) Cancellation of Initial Bonds. On the closing date, one initial Bond representing the entire principal amount of the Current Interest Bonds and one initial Bond representing the entire maturity amount of the Capital Appreciation Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bonds, the Paying Agent/Registrar shall cancel the initial Bond or Bonds and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

(j) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance, and with the Bonds to be completed with information set forth in the Pricing Certificate. The Form of Bond shall be completed with information set forth in the Pricing Certificate and shall be attached to the Pricing Certificate as an exhibit thereto.

(a) [Form of Bond]



NO. R-

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF RANGER, TEXAS  
GENERAL OBLIGATION REFUNDING BOND  
TAX-EXEMPT SERIES 2021

PRINCIPAL  
AMOUNT  
\$ \_\_\_\_\_

INTEREST RATE	DATE OF INITIAL DELIVERY OF BONDS	MATURITY DATE	CUSIP NO.
_____%	_____, 2021	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, the City of Ranger, in Eastland County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_ at the Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_ and semiannually on each \_\_\_\_\_ and \_\_\_\_\_ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check

or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the fifteenth day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 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 Issuer. 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 business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment or redemption at the designated corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust 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 that is not such a Saturday, Sunday, legal holiday or day on which 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.

THIS BOND is one of a series of Bonds dated \_\_\_\_\_, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_ for the purpose of providing funds to refund a portion of the Issuer's outstanding obligations.

ON \_\_\_\_\_, or on any date thereafter, the Bonds of this series that mature on or after \_\_\_\_\_ may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to

make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, all as provided in the Bond Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the absence of the Mayor, by the Mayor Pro-tem) and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

\_\_\_\_\_  
(signature)  
City Secretary

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)

(b) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Bond is not accompanied by an executed Registration  
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_.

\_\_\_\_\_,  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

(c) [Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

Please insert Social Security or Taxpayer Identification Number of Transferee:

\_\_\_\_\_

Please print or typewrite name and address, including zip code of Transferee:

\_\_\_\_\_

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of \_\_\_\_\_ of

the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) [Form of Registration Certificate of the Comptroller of Public Accounts]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

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 that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this \_\_\_\_\_.

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

(COMPTROLLER'S SEAL)

(e) [Initial Bond Insertions]

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. \_\_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF RANGER, TEXAS, in Eastland County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on \_\_\_\_\_ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
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The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_ at the respective Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_, and semiannually on each \_\_\_\_\_ and \_\_\_\_\_ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

Section 6. TAX LEVY. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant

to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

Section 7. PERFECTION OF SECURITY INTEREST. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 8. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 8(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as herein-



before set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 8(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in

the payment of the principal of or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(b) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. If bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. Subject to the determination of the Pricing Officer, as set forth in the Pricing Certificate as to the treatment of the Bonds as taxable or tax-exempt obligations pursuant to the Code, the Issuer makes the following covenants with respect to the Bonds, in the event that the Bonds are issued as obligations the interest on which is exempt from federal income taxation.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or the City Manager to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Project. The Issuer covenants that the projects funded with the proceeds of the Refunded Obligations will not be sold or otherwise disposed of in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Designation as Qualified Tax-Exempt Obligations. Subject to any statement to the contrary in the Pricing Certificate, the Issuer hereby designates the Bonds as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code, conditioned upon the Purchaser certifying that the aggregate initial offering price of the Bonds to the public (excluding any accrued interest) is no greater than \$10 million (or such other amount permitted by such section 265 of the Code). Assuming such condition is met, in furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Bonds, will result in more than \$10,000,000 (or such other amount permitted by such section 265 of the Code) of "qualified tax-exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year in which the Bonds are issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000 (or such other amount permitted by such section 265 of the Code); and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

## Section 12. SALE OF BONDS; OFFICIAL STATEMENT.

(a) The Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 3 and pursuant to the terms and provisions of a bond purchase agreement, notice of sale and bidding instructions or private placement agreement (collectively, the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (collectively, the "Purchaser") of the Bonds shall be designated. The Bonds shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to the Bonds to be used by the Purchaser in the marketing of the Bonds.

Section 13. FURTHER PROCEDURES; ENGAGEMENT OF BOND COUNSEL; APPROPRIATION. (a) The Mayor or Mayor Pro-tem and City Secretary of the Issuer and the City

Manager of the Issuer and all other officers, employees and agents of the Issuer, and each of them, shall be and they 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 under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented to the City Commission at the meeting at which this Ordinance was adopted and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Letter of Representations, the Bonds, the sale of the Bonds and the Official Statement. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(b) The obligation of the initial purchasers to accept delivery of the Bonds is subject to the initial purchasers being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchasers. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, Mayor Pro-tem or the City Manager are hereby authorized to execute such engagement letter.

(c) To pay the debt service coming due on the Bonds, if any (as determined by the Pricing Certificate) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

#### Section 14. COMPLIANCE WITH RULE 15c2-12.

(a) If the Bonds are sold by public offering, and are subject to the Rule (as defined below), the following provisions shall apply:

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

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking City Commission.

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

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

(ii) Annual Reports. (A) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, financial information and operating data with respect to the Issuer consisting of the information described in the Pricing Certificate (the "Annual Operating Report"). The Issuer will additionally provide financial statements of the Issuer (the "Financial Statements"), that will be (i) prepared in accordance with the accounting principles described in the Pricing Certificate or such other accounting principles as the Issuer may be required to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in the final Official Statement and (ii) audited, if the Issuer commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The Issuer will update and provide the Annual Operating Report within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2021. The Issuer may provide the Financial Statements earlier, including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the Issuer shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

(B) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

(iii) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten Business Days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (ii) of this Section by the time required by subsection (ii). As used in clause (iii)12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if jurisdiction has been assumed by leaving the City Commission and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(iv) Limitations, Disclaimers, and Amendments. (A) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Bonds no longer to be outstanding.

(B) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete



presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(C) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(D) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(E) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(b) If the Bonds are sold by private placement or are not subject to the Rule, the Pricing Officer may agree to provide for an undertaking in accordance with the Rule or may agree to provide other public information to the purchaser as may be necessary for the sale of the Bonds on the most favorable terms to the Issuer, or neither.

Section 15. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owners, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, a majority of the Registered Owners of Bonds then outstanding measured by original principal amount that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the

amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners the required amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

#### Section 16. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) Subject to execution and delivery of the Purchase Agreement with the Purchaser, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at the prices set forth in the Pricing Certificate.

(b) The paying agent/registrar for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the appropriate redemption date.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Issuer pursuant to the order of the Issuer authorizing the issuance of such Refunded Obligations (the "Refunded Bond Ordinance"). For purposes of such determination and designation, all Refunded Obligations registered in denominations greater than \$5,000 shall be considered to be registered in separate \$5,000 denominations. The paying agent/registrar shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are

secured until final maturity solely with cash and investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Issuer described in the Refunded Obligation Ordinance, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement approved in Section 3 of this Ordinance, or from amounts deposited with the paying agent/registrar for the Refunded Obligations from proceeds of the Bonds, if there is no Escrow Agreement.

Section 17. 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 18. 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 this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 19. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an event of default (an "Event of Default"):

(i) the failure to make payment of the principal of or interest on any of the Current Interest Bonds or the Maturity Value of the Capital Appreciation Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

Section 20. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted

by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 21. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Bond authorized under this Ordinance, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Commission.

Section 22. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Commission.



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**ORDINANCE NO. 2021-04-12-C**

**of the**

**CITY OF RANGER, TEXAS**

**AUTHORIZING THE ISSUANCE OF**

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**CITY OF RANGER, TEXAS  
GENERAL OBLIGATION REFUNDING BONDS  
TAXABLE SERIES 2021**

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**ORDINANCE NO. 2021-04-12-C AUTHORIZING THE ISSUANCE OF CITY OF RANGER, TEXAS GENERAL OBLIGATION REFUNDING BONDS; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE ON BEHALF OF THE CITY THE SELECTION OF BONDS TO BE REFUNDED, THE SALE OF THE BONDS, THE TERMS OF THE BONDS AND THE OFFERING DOCUMENTS FOR THE BONDS; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS BY THE PRICING OFFICER; APPROVING THE USE OF AN ESCROW AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; ENGAGING BOND COUNSEL; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

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**THE STATE OF TEXAS  
EASTLAND COUNTY  
CITY OF RANGER**

**§  
§  
§**

WHEREAS, City of Ranger, Texas (the "Issuer") has previously issued, and there are presently outstanding, the obligations of the Issuer styled "City of Ranger, Texas Waterworks and Sewer System Revenue Bonds, Series 2005," which are currently outstanding in the principal amount of \$645,000 (the "Eligible Refunded Obligations");

WHEREAS, the Issuer now desires to refund all or part of the Eligible Refunded Obligations, and those Eligible Refunded Obligations designated by the Pricing Officer in the Pricing Certificate, each as defined below, to be refunded are herein referred to as the "Refunded Obligations";

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the City Commission of the Issuer hereby finds and determines that it is a public purpose and in the best interests of the Issuer to refund the Refunded Obligations in order to achieve a present value debt service savings, with such savings, among other information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to said Chapter 1207; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Ordinance has been adopted was open to the public, and public notice of the date, hour, place and



subject of said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551;

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF RANGER:

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The bonds of the Issuer are hereby authorized to be issued and delivered in the maximum aggregate principal amount hereinafter set forth for the public purpose of providing funds to refund the Refunded Obligations and to pay the costs incurred in connection with the issuance of the Bonds.

(c) Each bond issued pursuant to this Ordinance shall be designated (unless otherwise provided in the Pricing Certificate): "CITY OF RANGER, TEXAS GENERAL OBLIGATION REFUNDING BOND, TAXABLE SERIES 2021," and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial bonds being made payable to the initial purchaser as described in Section 12 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption, if applicable, prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 2. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following term shall have the meanings specified below:

"Bonds" means and includes the Bonds initially issued and delivered pursuant to this Ordinance and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 3. DELEGATION TO PRICING OFFICER. (a) As authorized by Section 1207.007, Texas Government Code, as amended, the Mayor or the City Manager are each individually hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds (of which officers, the officer executing the Pricing Certificate shall be hereinafter referred to as, and shall for all purposes be, the "Pricing Officer") in one or more series, determining which of the Eligible Refunded Obligations shall be refunded and carrying out the other procedures specified in this Ordinance, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and

terms, if any, upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, whether the Bonds shall be issued on a tax-exempt basis or on a taxable basis, whether the Bonds shall be designated as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), limiting the types of securities and obligations that may be used as Defeasance Securities, modifying the Issuer's undertaking pursuant to Rule 15c2-12 as set forth in Section 14 hereof, and establishing all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations and obtaining bond insurance if bond insurance is deemed beneficial to the Issuer to achieve the objectives of the refunding, all of which shall be specified in a certificate of the Pricing Officer (the "Pricing Certificate"); provided that:

(i) the aggregate original principal amount of the Bonds issued hereunder shall not exceed \$1,000,000;

(ii) no Bond shall mature after February 15, 2045;

(iii) the true interest cost for the Bonds shall not exceed 4.50%; and

(iv) the refunding achieved by the Bonds sold in accordance with this Ordinance must produce debt service savings of at least 2.0% measured on a present value basis as a percentage of the principal amount of the Refunded Obligations refunded with the Bonds, with such savings to be net of any Issuer contribution to the refunding and net of the costs of issuance.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to the date that is six months after the adoption of this Ordinance. The Bonds shall be sold at such price, with and subject to such terms as set forth in the Pricing Certificate.

(c) The Bonds may be issued as Current Interest Bonds or Capital Appreciation Bonds, or a combination thereof, as set forth in the Pricing Certificate. The Bonds may be sold by public offering (either through a negotiated or competitive offering) or by private placement. If the Bonds are sold by private placement, the Pricing Certificate shall so state, and the Pricing Certificate may make changes to this Ordinance to effect such private placement, including the provisions hereof that pertain to the book-entry-only procedures (including eliminating the book-entry-only system of registrations, payment and transfers) and to the provisions of Section 14 hereof relating to the Rule 15c2-12 undertaking (including eliminating or replacing such undertaking with an agreement to provide alternative disclosure information). In addition, if the Bonds are sold in more than one series, and one of such series is an issue with respect to which the interest on the Bonds of such series is not exempt from federal income taxation, the Pricing Certificate shall so state and may

make changes to this Ordinance to effect such taxable issuance, including, specifically providing that the covenants of Section 11 hereof shall not be applicable to such series.

(d) In the event any of the Bonds are issued as Capital Appreciation Bonds, the Pricing Certificate shall have attached thereto a schedule which sets forth the rounded original principal amounts at the issuance date for the Capital Appreciation Bonds and the Compounded Amounts thereof (per \$5,000 payment at maturity), including the initial premium, if any, as of each date and commencing on the date set forth in such schedule.

(e) It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the debt service requirements of the Issuer, and that the debt service requirements on the Bonds will be less than those on the Refunded Obligations, resulting in a reduction in the amount of principal and interest which otherwise would be payable. The Refunded Obligations are subject to redemption, at the option of the Issuer, and the Pricing Officer is hereby authorized to cause all of the Refunded Obligations to be called for redemption on the respective date or dates consistent with the savings analysis set forth in Section 3(a)(iv) hereof, and the proper notices of such redemption to be given, and in each case at a redemption price of par, plus accrued interest to the date fixed for redemption. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Pricing Officer is further authorized to enter into and execute on behalf of the Issuer with the escrow agent named therein, an escrow agreement, in substantially the form presented to the City Commission at the meeting at which this Ordinance was adopted and as shall be approved by the Pricing Officer, which escrow agreement will provide for the payment in full of the Refunded Obligations (the "Escrow Agreement"). In addition, the Pricing Officer is authorized to purchase such securities with proceeds of the Bonds, including, without limitation, to execute such subscriptions for the purchase of the United States Treasury Securities State and Local Government Series or other United States Treasury or United States Agency securities that may be purchased in the open market, and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow fund described in the Escrow Agreement.

(f) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the City Commission hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the principal corporate trust office of the bank named in the Pricing Certificate as the paying agent/registrar for the Bonds (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying

Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(b) Authentication. Except as provided in Section 4(e) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, 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 Issuer. 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 registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 days written notice to the Paying Agent/Registrar, to be effective not later than 45 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 35 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Certificate, in the FORM OF BOND set forth in this Ordinance.

(f) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (g) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(g) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(i) Cancellation of Initial Bonds. On the closing date, one initial Bond representing the entire principal amount of the Current Interest Bonds and one initial Bond representing the entire maturity amount of the Capital Appreciation Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bonds, the Paying Agent/Registrar shall cancel the initial Bond or Bonds and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

(j) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance, and with the Bonds to be completed with information set forth in the Pricing Certificate. The Form of Bond shall be completed with information set forth in the Pricing Certificate and shall be attached to the Pricing Certificate as an exhibit thereto.

(a) [Form of Bond]

UNITED STATES OF AMERICA  
 STATE OF TEXAS  
 CITY OF RANGER, TEXAS  
 GENERAL OBLIGATION REFUNDING BOND  
 TAXABLE SERIES 2021

NO. R-

PRINCIPAL  
 AMOUNT  
 \$ \_\_\_\_\_

INTEREST RATE	DATE OF INITIAL DELIVERY OF BONDS	MATURITY DATE	CUSIP NO.
____%	_____, 2021	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, the City of Ranger, in Eastland County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_ at the Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_ and semiannually on each \_\_\_\_\_ and \_\_\_\_\_ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check



or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the fifteenth day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 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 Issuer. 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 business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment or redemption at the designated corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust 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 that is not such a Saturday, Sunday, legal holiday or day on which 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.

THIS BOND is one of a series of Bonds dated \_\_\_\_\_, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_ for the purpose of providing funds to refund a portion of the Issuer's outstanding obligations.

ON \_\_\_\_\_, or on any date thereafter, the Bonds of this series that mature on or after \_\_\_\_\_ may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to

make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, all as provided in the Bond Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the absence of the Mayor, by the Mayor Pro-tem) and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

\_\_\_\_\_  
(signature)  
City Secretary

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)

(b) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Bond is not accompanied by an executed Registration  
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_.

\_\_\_\_\_,  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

(c) [Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

Please insert Social Security or Taxpayer Identification Number of Transferee:

\_\_\_\_\_

Please print or typewrite name and address, including zip code of Transferee:

\_\_\_\_\_

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of \_\_\_\_\_

the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

Signature Guaranteed: \_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) [Form of Registration Certificate of the Comptroller of Public Accounts]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

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 that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this \_\_\_\_\_.

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

(COMPTROLLER'S SEAL)

(e) [Initial Bond Insertions]

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. \_\_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF RANGER, TEXAS, in Eastland County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on \_\_\_\_\_ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
--------------	--------------------------	-----------------------	--------------	--------------------------	-----------------------

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_ at the respective Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_, and semiannually on each \_\_\_\_\_ and \_\_\_\_\_ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

Section 6. TAX LEVY. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant

to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

Section 7. PERFECTION OF SECURITY INTEREST. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 8. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 8(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as herein-

before set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 8(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in



the payment of the principal of or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(b) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. If bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. Subject to the determination of the Pricing Officer, as set forth in the Pricing Certificate as to the treatment of the Bonds as taxable or tax-exempt obligations pursuant to the Code, the Issuer makes the following covenants with respect to the Bonds, in the event that the Bonds are issued as obligations the interest on which is exempt from federal income taxation.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or the City Manager to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Project. The Issuer covenants that the projects funded with the proceeds of the Refunded Obligations will not be sold or otherwise disposed of in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Designation as Qualified Tax-Exempt Obligations. Subject to the determination of the Pricing Officer in the Pricing Certificate that the Bonds are issued as obligations the interest on which is exempt from federal income taxation, then, in such event (but subject to any contrary statement that may be contained in the Pricing Certificate) the Issuer hereby designates the Bonds as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code, conditioned upon the Purchaser certifying that the aggregate initial offering price of the Bonds to the public (excluding any accrued interest) is no greater than \$10 million (or such other amount permitted by such section 265 of the Code). Assuming such condition is met, in furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Bonds, will result in more than \$10,000,000 (or such other amount permitted by such section 265 of the Code) of "qualified tax-exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year in which the Bonds are issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000 (or such other amount permitted by such section 265 of the Code); and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

## Section 12. SALE OF BONDS; OFFICIAL STATEMENT.

(a) The Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 3 and pursuant to the terms and provisions of a bond purchase agreement, notice of sale and bidding instructions or private placement agreement (collectively, the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (collectively, the "Purchaser") of the Bonds shall be designated. The Bonds shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to the Bonds to be used by the Purchaser in the marketing of the Bonds.

Section 13. FURTHER PROCEDURES; ENGAGEMENT OF BOND COUNSEL; APPROPRIATION. (a) The Mayor or Mayor Pro-tem and City Secretary of the Issuer and the City Manager of the Issuer and all other officers, employees and agents of the Issuer, and each of them, shall be and they 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 under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented to the City Commission at the meeting at which this Ordinance was adopted and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Letter of Representations, the Bonds, the sale of the Bonds and the Official Statement. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(b) The obligation of the initial purchasers to accept delivery of the Bonds is subject to the initial purchasers being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchasers. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, Mayor Pro-tem or the City Manager are hereby authorized to execute such engagement letter.

(c) To pay the debt service coming due on the Bonds, if any (as determined by the Pricing Certificate) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

#### Section 14. COMPLIANCE WITH RULE 15c2-12.

(a) If the Bonds are sold by public offering, and are subject to the Rule (as defined below), the following provisions shall apply:

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

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final

official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking City Commission.

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

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

(ii) Annual Reports. (A) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, financial information and operating data with respect to the Issuer consisting of the information described in the Pricing Certificate (the "Annual Operating Report"). The Issuer will additionally provide financial statements of the Issuer (the "Financial Statements"), that will be (i) prepared in accordance with the accounting principles described in the Pricing Certificate or such other accounting principles as the Issuer may be required to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in the final Official Statement and (ii) audited, if the Issuer commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The Issuer will update and provide the Annual Operating Report within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2021. The Issuer may provide the Financial Statements earlier, including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the Issuer shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

(B) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

(iii) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten Business Days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (ii) of this Section by the time required by subsection (ii). As used in clause (iii)12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if jurisdiction has been assumed by leaving the City Commission and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(iv) Limitations, Disclaimers, and Amendments. (A) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Bonds no longer to be outstanding.

(B) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any

benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(C) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(D) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(E) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.



(b) If the Bonds are sold by private placement or are not subject to the Rule, the Pricing Officer may agree to provide for an undertaking in accordance with the Rule or may agree to provide other public information to the purchaser as may be necessary for the sale of the Bonds on the most favorable terms to the Issuer, or neither.

Section 15. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owners, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, a majority of the Registered Owners of Bonds then outstanding measured by original principal amount that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners the required amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

#### Section 16. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) Subject to execution and delivery of the Purchase Agreement with the Purchaser, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at the prices set forth in the Pricing Certificate.

(b) The paying agent/registrar for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the appropriate redemption date.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for

the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Issuer pursuant to the order of the Issuer authorizing the issuance of such Refunded Obligations (the "Refunded Bond Ordinance"). For purposes of such determination and designation, all Refunded Obligations registered in denominations greater than \$5,000 shall be considered to be registered in separate \$5,000 denominations. The paying agent/registrant shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Issuer described in the Refunded Obligation Ordinance, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrant, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement approved in Section 3 of this Ordinance, or from amounts deposited with the paying agent/registrant for the Refunded Obligations from proceeds of the Bonds, if there is no Escrow Agreement.

Section 17. 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 18. 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 this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 19. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an event of default (an "Event of Default"):

(i) the failure to make payment of the principal of or interest on any of the Current Interest Bonds or the Maturity Value of the Capital Appreciation Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in

accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

Section 20. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 21. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Bond authorized under this Ordinance, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Commission.

Section 22. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Commission.



## **RESOLUTION NO. 2021-04-12-I**

**A RESOLUTION OF THE CITY COMMISSION OF RANGER, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM FUND; AND AUTHORIZING THE MAYOR AND THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

**WHEREAS**, the City Commission of Ranger desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to- moderate income; and

**WHEREAS**, certain conditions exist which represent a threat to the public health and safety; and

**WHEREAS**, it is necessary and in the best interests of the City of Ranger to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Downtown Revitalization Program Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Downtown Revitalization Program Fund.
3. That the application be for \$350,000 of grant funds for sidewalk, accessibility, street improvements in the Downtown District of the City.
4. That the City Commission directs and designates the following to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program:
  - The Mayor and City Manager shall serve as the City's Chief Executive Officers and Authorized Representatives to execute this application and any subsequent contractual documents;
  - The Mayor and City Manager are authorized to execute environmental review documents between the Texas Department of Agriculture and the City; and
  - If this application is funded, the Mayor, Mayor Pro-Tem, City Manager, and City Secretary are authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs.

5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the City of Ranger is committing \$52,500 from its General Fund as a cash contribution toward this project.

**Passed and approved** this 12<sup>th</sup> day of April, 2021.

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Joe Pilgrim, Mayor  
City of Ranger, Texas

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Savannah Fortenberry, City Secretary  
City of Ranger, Texas

DRAFT

## RESOLUTION NO. 2021-04-12-J

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RANGER, DETERMINING THAT AN AREA OF THE CITY CONTAINS CONDITIONS WHICH ARE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND CONSTITUTES A SLUM AND BLIGHTED AREA.**

**WHEREAS**, the City Commission of the City of Ranger has reviewed and evaluated conditions in the Downtown District of the municipality; and

**WHEREAS**, The City Commission has found conditions which are detrimental to the public health, safety, and welfare of the community within the Downtown District, as follows:

Vacant and deteriorated buildings, unsafe and noncompliant pedestrian access, deteriorated streets, vandalism, graffiti, inadequate lighting, and inadequate and deteriorated infrastructure. These features present a threat to public health and safety.

**WHEREAS**, the City Commission of the City of Ranger has authorized an application for funding under the Downtown Revitalization Program, as follows:

Install sidewalks, integrated curbing, ADA access improvements, street rehabilitation/reconstruction, and associated appurtenances within the Downtown District.

**WHEREAS**, these project activities will aid in the elimination of slum and blight in the community by:

Reconstructing and installing new sidewalks and ADA access and improving the streets in the Downtown District. This will increase public use and reduce the existing threat to public health and safety in the area.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF RANGER, TEXAS THAT THE AREA IDENTIFIED BY THE FOLLOWING BOUNDARIES AND OUTLINED ON THE MAP ATTACHED HERETO AS THE DOWNTOWN DISTRICT HAS BEEN DETERMINED TO BE A SLUM AND BLIGHTED AREA.**

**Boundaries**

North: Cherry Street

South: Elm Street

East: Commerce Street

West: northwest of Marston Street

Passed and approved this 12<sup>th</sup> day of April, 2021.

**CITY OF RANGER, TEXAS**

**ATTEST:**

\_\_\_\_\_  
**Joe Pilgrim, Mayor**

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**Savannah Fortenberry, City Secretary**

## RESOLUTION NO. 2021-04-12-K

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE 2021-2022 COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE MAYOR OR CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

**WHEREAS**, the City Council of the City of Ranger desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to- moderate income; and

**WHEREAS**, it is necessary and in the best interests of the City of Ranger to apply for funding under the Texas Community Development Block Grant Program;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS:**

That a Texas Community Development Block Grant Program application for the 2021-2022 Community Development Fund is hereby authorized to be filed on behalf of the City of Ranger with the Texas Department of Agriculture.

That the City's application be placed in competition for funding under the 2021-2022 Community Development Fund.

That the application be for \$350,000.00 of grant funds to provide water system improvements.

That the City Council directs and designates the following to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program:

The Mayor or City Manager shall serve as the City's Chief Executive Officers and Authorized Representatives to execute this application and any subsequent contractual documents;

The Mayor or City Manager are authorized to execute environmental review documents between the Texas Department of Agriculture and the City; and

If this application is funded, the Mayor and City Administrator are authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs.

That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

That it further be stated that the City of Ranger is committing \$ 35,000 from its Utility Fund as a cash contribution toward the construction activities of this water system improvements project.

**Passed and approved** this 12<sup>th</sup> day of April, 2021.

**CITY OF RANGER, TEXAS**

**ATTEST:**

\_\_\_\_\_  
**Joe Pilgrim, Mayor**

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**Savannah Fortenberry, City Secretary**



**THE CITY OF RANGER  
CITIZEN PARTICIPATION PLAN  
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

*Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:*

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see [LEP.gov](http://LEP.gov)

#### COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Ranger, 400 W. Main St., Ranger, TX 76470, 254-647-3522, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Manager, at 400 W. Main St., Ranger, TX 76470, or may call 254-647-3522.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.

6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

## TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

## PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

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Joe Pilgrim, Mayor

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Date

**LA CIUDAD DE RANGER**  
**PLAN DE PARTICIPACIÓN CIUDADANA**  
**PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

*Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del Inglés:*

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en Inglés. Para obtener más información, consulte LEP.gov.

### PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de Ranger, 400 W. Main St., Ranger, TX 76470, 254-647-3522 en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la Ciudad de Ranger, 400 W. Main St., Ranger, TX 76470, o puede llamar a 254-647-3522.
2. Una copia de la queja o reclamación se transmitirá por el Administrador de la ciudad a la entidad que es encargada de la queja o reclamación y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El Administrador de la ciudad deberá cumplir una investigación de la queja o reclamación, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia sera notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se debera completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.
6. Se proporcionara copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

## ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

## DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por la Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales Ranger las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y la Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia será pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Ranger mínimo, la Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

3. La audiencia pública deberá incluir una discusión con los ciudadanos Ranger se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, la Ciudad celebrará una audiencia pública y revisara el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en Inglés y Español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

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Joe Pilgrim, Alcalde

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Fecha

**Recommendation to Adopt Adjustment to Cemetery Rates:**

- Administrative Fee \$25 – (Office actions related Cemetery, i.e., Plot Deed transfer, etc.)
- Locate Plot \$30
- Plot \$255
- Urn \$70 – Placement on a plot with a casket. Each Urn placement on a plot to be used for Urns only.

**NOTE:** These updated rates are effective immediately upon adoption. The rates will be included in the City of Ranger's Schedule of Fees.

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**ORDINANCE NO. 2021-04-12-A**

**AN ORDINANCE OF THE CITY OF RANGER, TEXAS, ADOPTING RULES AND RATES FOR THE EVERGREEN CEMETERY; PROVIDING A PENALTY CLAUSE; PROVIDING FOR SEVERABILITY; OPEN MEETING CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Ranger ("City") owns a municipal owned cemetery, which is operated by the City as Evergreen Cemetery;

**WHEREAS**, the City Commission ("City Commission"), as the governing body of the municipality may purchase, establish, regulate, enclose, and improve a cemetery owned by the municipality.

**WHEREAS**, the City Commission has previously regulated the sale of lots and the appearance of the cemetery; and

**WHEREAS**, the City Commission finds it necessary to update its cemetery regulations and has determined that the regulations should be adopted as an ordinance to aid in enforcement of the regulations;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF RANGER, TEXAS THAT:**

**Section 1. Findings of Fact.** The findings and recitations set out herein above are found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes as findings of fact.

**Section 2. Adoption of Cemetery Ordinance.** The Ordinance set forth below shall be adopted and known thereafter as the "Evergreen Cemetery Ordinance" for the City:

\*\*\*\*\*

**EVERGREEN CEMETERY**

**Article I. Care, Administration, and Provisions**

**Section 1. Evergreen Cemetery Care**

(a) The Evergreen Cemetery is operated pursuant to Chapter 713 of the Texas Health and Safety Code.

(b) The care of the Evergreen Cemetery by the City does not include the purchase, erection, repair, or replacement of markers, headstones, monuments, or any other items on a plot or grave.

## Section 2. Definitions

The following words and terms, when used in this Ordinance, shall have the following meanings, unless the context clearly indicates otherwise.

*Cemetery* means a place that is used or intended to be used for interment, and includes a graveyard, burial park, mausoleum, or any other area containing one or more graves. In this Ordinance, it means the Evergreen Cemetery.

*City* means the City of Ranger, Texas.

*City Manager* means the City Manager of the City of Ranger or his or her designee.

*Decedent* means a human who has died.

*Disinterment* means to exhume, unbury, or take out of the grave.

*Flower arrangement* means a decorative display of either natural cut flowers or artificial flowers.

*Flower saddle* means a flower arrangement that is attached to an upright headstone by a wire frame. Also called "headstone saddle" and "cemetery saddle".

*Funeral establishment* means a place of business used in the care and preparation for interment or transportation of human remains, or any place where one or more persons are engaged or represent themselves to be engaged in the business of embalming or funeral directing.

*Grave* means a space in the Cemetery that is used for interment or inurnment of human remains in the ground. The term includes *Grave site*.

*Interment* means the permanent disposition of remains by burial.

*Inurnment* means the permanent disposition of a cremation by burial.

*Memorial* means a headstone, tombstone, gravestone, monument, or other marker denoting a grave.

*Plot* means a space in the Cemetery that is used or intended to be used for interment or inurnment of human remains in the ground.

*Plot owner* means a person in whose name a plot is listed in the City's offices as the owner of the exclusive right of interment or who holds a certificate of ownership or other instrument of conveyance of the exclusive right to interment in a particular plot in the Evergreen Cemetery.

*Remains* mean the body of a decedent or the cremated remains of a decedent.

*Shepherd's hook* means a long metal pole which is curved over at the top for holding hanging baskets.

### Section 3. General Provisions

- (a) The Cemetery contains plots and grave sites in the ground. All plots or grave sites owned by the City are subject to purchase, which shall be memorialized by either a Cemetery Deed for a plot or grave site or a Certificate of Ownership. The City reserves the right to refuse to sell a plot or grave space to any particular person or entity.
- (b) All plots shall be used for the interment of human remains only.
- (c) The owner of plots and grave sites in the Cemetery shall have the right to use the cemetery pursuant to the rules and regulations contained in this Ordinance.
- (d) The rules and regulations herein contained are designed for the protection of the rights of all plot and grave site owners. The rules adopted have been determined to be reasonably necessary.
- (e) The rules and regulations contained in this Ordinance are intended to allow for diverse memorialization of the lives of loved ones while also promoting safety of visitors and City staff and allowing for efficient maintenance by the City.
- (f) The City reserves the right from time to time, to enlarge, reduce, replat, or change boundaries or grading of the cemetery or any section thereof, including the right to modify or change the location of, remove or regrade roads, drives and/or walks or any part thereof, and to lay, maintain, operate, alter, or change pipelines, sprinkler systems, and drainage systems. The City reserves the right to use and to place trees, shrubs, features, monuments, and works of art on portions of the Cemetery not sold to individual plot or grave owners.
- (g) The City reserves the right to establish a volunteer group that will work in cooperation with and under the guidance of the City. The volunteer group would serve as an advocate to preserve, maintain, and improve the Cemetery and educate the City about its importance as a historic and cultural resource. This volunteer group may assist in general clean-up, public remembrances such as veterans' events, research, and projects approved by the City.

### Section 4. Administration and Supervision

- (a) All matters pertaining to the Cemetery are under the jurisdiction of the City Commission. All administrative matters pertaining to the daily operation of the Cemetery are conducted under the direction of the City Manager.
- (b) No person shall have the right to transact any business pertaining to the Cemetery unless duly authorized, in writing, by the City Commission or City Manager.
- (c) The City's Public Works Department has the task of maintenance and care of the Cemetery on behalf of the City and its responsibilities as outlined in this Ordinance.

(d) Records regarding all interments in the Cemetery shall be kept at City Hall. These records shall include the section, lot, and grave location, the name, age, and date of interment of each grave occupant.

**Section 5. Additional Relevant State Law**

State laws which may be enforced at the Cemetery include, but are not limited to:

(a) Abuse of Corpse. Section 42.08 of the Texas Penal Code says that the vandalizing, damaging, or treating in an offensive manner the space in which remains have been interred or otherwise permanently laid to rest is a Class A misdemeanor or State Jail felony depending on the allegations.

(b) Criminal Mischief. Section 28.03 of the Texas Penal Code says that the damage or destruction of property involving human burial is a State Jail Felony.

(c) Graffiti. Section 28.08 of the Texas Penal Code says that the intentional or knowing creation of markings on property of another which is located in a place of human burial with paint, an indelible marker, or an etching or engraving device is a state jail felony.

**Article II. Penalties**

**Section 1. Violations and Penalties**

(a) If any plot or grave site is found to be in violation of this Ordinance, the City may remove and discard the subject of the violation without liability.

(b) Any person or entity who violates or fails to comply with any provision of this Ordinance shall be charged with a Class C misdemeanor and, if convicted, may be subject to fine of up to Five Hundred Dollars (\$500.00). Each day a violation exists or continues shall constitute a separate offense.

**Article III. Sale of Spaces**

**Section 1. Cost**

The City Commission shall establish the price of all plots and/or supplementary services in an established Fee Schedule. The current fee schedule is available in the office of the City Secretary.

**Section 2. Sale Procedures**

(a) Payment. A person wishing to purchase a plot may pay the cost in full or may enter into a sales contract with the City to purchase a plot. Upon receipt of full payment, the City will issue a Cemetery Deed to the purchaser. The Cemetery Deed will be recorded at the City Hall of Ranger, Texas prior to being delivered to the purchaser.

(b) Plots for Interments. Only one (1) full internment is permitted per plot. However, a full internment and one (1) inurnment (cremation) may be permitted per plot. If a

cremation (inurnment) and full interment are to be made in one plot, the full interment must be done prior to the inurnment.

(c) Plots for Inurnments. Four inurnments can be made on a single plot without a casket.

(d) The purchaser must agree to abide by the City regulations.

(e) The sale of a space is not valid until either a Cemetery Deed or a Certificate of Ownership has been delivered to the purchaser.

### Section 3. Resale Procedures

An original owner wishing to sell or transfer a plot to another person must file documents memorializing the sale or transfer with the City and pay a transfer fee, as established by the City Commission in the City Fee Schedule. The resale of plot's cannot be for more than the current purchase price that is established in the City Fee Schedule. The City shall then issue a new Cemetery Deed or Certificate of Ownership to the purchaser.

## **Article IV. Use of the Cemetery**

### Section 1. Hours of Operation

(a) The gates of the Cemetery will open at 8:00 a.m. and close at dusk, and no one will be allowed within the grounds before opening or after closing.

(b) All work performed in the Cemetery, by anyone other than the City, may only be conducted between 8:00 a.m. and 5:00 p.m. on Monday through Friday. Individuals may perform work on their personally owned plots until closing.

### Section 2. Vehicles

(a) No person shall operate or cause to operate any vehicle within the Cemetery except on roads designated for that purpose. No person shall operate or cause to operate any vehicle at a speed greater than ten (10) miles per hour while within the Cemetery.

(b) Vehicles shall be driven only on driveways and not across plots or graves to gain access to a grave or plot. Vehicles may not turn around in the avenues.

(c) Commercial vehicles are prohibited, unless used for the delivery of materials for construction and development within the grounds.

### Section 3. Rules of Conduct

(a) Visitors must not intentionally trespass on any plot or grave.

(b) All persons must remain quiet and respectful while interment services are being conducted.

(c) No person shall possess or consume alcoholic beverages or illegal drugs within the Cemetery.

(d) Disorderly conduct is not permitted, and the individual will not be allowed to enter or remain within the Cemetery grounds.

(e) Children should be accompanied by adults.

(f) Dogs and other pets must be on a leash. The pet owner is responsible for collecting and properly disposing of their animal's feces.

(g) No advertisement of any form shall be allowed or conducted within the Cemetery or on the Cemetery gates.

(h) The City will not be responsible for acts of vandalism or theft of memorials or personal property.

#### Section 4. Funerals

Funeral establishments must schedule funerals to ensure that all attendees vacate the Cemetery prior to sundown. On entering and while within the Cemetery, funeral processions, participants, and guests shall conduct themselves in accordance with the rules contained in this Ordinance.

#### Section 5. Interment

(a) Order. A plot owner, or the legal heir(s) of the owner, must sign an order for interment before the City will allow interment.

(b) Licensed Funeral Directors. It shall be the duty and responsibility of the funeral directors to confirm plot ownership with the City prior to interment. All graves must be dug and filled by licensed funeral directors conducting the burials and the City shall not be responsible for digging such graves.

(c) Notice. The Funeral Establishment shall provide the City with notice regarding a planned interment. Said notice shall provide the details of the day and time of the proposed interment. Said notice shall be provided to the City at least one (1) business day before the planned interment. A City representative will be present to mark the appropriate plot for interment.

(d) Restricted. All interments in any plot shall be restricted to members of the family and relatives of the owner thereof unless written permission has been obtained from the City.

(e) Burial Rules. Not more than one (1) casket and one (1) urn may be buried in one plot. This subsection does not affect multiple burials existing as of April 12, 2021.

(f) Burial Rules for Inurnments Only. Not more than four (4) cremated remains may be inurned in one (1) grave.

(g) Fee. A fee shall be assessed for each interment or inurnment after the first interment in a plot. Said fee will be established by the City Commission in the Fee Schedule Ordinance.

## Section 6. Disinterment

(a) Permit. Disinterment shall only be made after a disinterment permit has been issued by the State or upon written permission of the City if the remains are to be reinterred in the Cemetery or if the remains are located in the columbarium.

(b) Order. A plot owner, or the legal heir(s) of the owner, must sign an order for disinterment before the City will allow disinterment.

(c) Notice. Written notice of any disinterment shall be provided at least one (1) business day before the planned disinterment and shall include the state permit, if required, the order described by subsection (b) above, and provide the details of the day and time of the proposed disinterment. A City representative will be present to mark the appropriate plot for disinterment.

## **Article V. Appearance of Cemetery**

### Section 1. Responsibilities of City

(a) All plots are marked and put in order by the City.

(b) The City reserves unto itself a perpetual right of ingress and egress over graves and plots for the purpose of maintenance or any and all other lawful purposes.

(c) The City is responsible for cleaning, mowing, and trimming all areas of the Cemetery. The City may allow the private care of a graves or plots provided said care is at the same or superior level as provided by the City.

(d) The City shall have the right to remove objects that are deemed to be offensive or injurious to the appearance of surrounding plots or graves. The City shall have the right, and it shall be their duty, to enter upon such plot or grave and remove the offensive or improper object, and it may do so without notice to the owner.

(e) Twice a year, the City shall conduct a clean-up during which it will remove any items left at the Cemetery, including individual plots or graves for longer than thirty (30) days.

### Section 2. Appearance of Plots or Graves

(a) Boundary and Grade. All boundary markers set by the City must remain undisturbed. The grade of plots, once established, shall not be changed without the consent of the City.

(b) The City shall have the full right to fill and level graves and plant grass thereon, when desired or deemed necessary.

(c) Vegetation. Picking flowers, wild or cultivated, or injuring trees, plants, shrubs, or other property in the Cemetery is strictly prohibited. The planting of trees, shrubs, and bushes anywhere within the Cemetery will not be permitted without prior approval of the City Manager.

(d) Perimeter Structures. No fencing, coping, or enclosure of any nature will be allowed without prior approval by the City, unless it was in place prior to April 12, 2021.

(e) Flags may be placed on graves of Veterans and Gold Star Families by approved Veterans Groups as authorized by the City and family members. These flags may be placed in celebration of Memorial Day, Independence Day, and Veteran's Day. These flags must be picked up within two weeks following these holidays.

(f) The City is authorized, as part of its role in maintaining the Cemetery, to remove debris, including dead flowers, deteriorated plastic ornaments, wreaths, baskets, floral pieces, decorations, and all other objects when they have become unsightly, withered, or an obstruction to maintenance. The City may remove any item deemed to endanger the public health, safety, comfort, or welfare.

### Section 3. Memorials

(a) Notice Required. A dealer wishing to install a memorial must provide written notice to the City at least one (1) business day prior to installation. Said notice shall include documentation from the plot owner authorizing the installation of the memorial and provide information regarding the size, description, material, and lettering of the memorial. Before a dealer may install a memorial, it must have the written authorization of the City. Once allowed, all work must be completed as fast as possible, under the supervision of the City, and all materials must be removed when work is completed.

(b) Monuments. Standing monuments are authorized.

(c) Individual grave markers. Flat grave markers should be set flush with the ground. Grave markers that are not flush with the ground may be damaged during mowing and maintenance to the Cemetery. Temporary markers must be removed once a permanent marker, headstone, or monument has been placed on a grave space.

(d) Cornerstones and Footstones. Cornerstones or Footstones must be level with the ground, so as to not interfere with mowers. It is recommended that they be made of unpolished granite or bronze, if used.

(e) Removal. No memorial shall be removed from any plot under claim that it is not paid for, or other pretense, without the written permission of the City.

### Section 4. Decoration of Plots, Graves

(a) Non-Flower Items. Toys, glassware, trinkets, rosaries, shells, or similar items may be placed on a plot. However, these items should be permanently attached to the base of an upright monument by the plot owner. Plot owners should be aware that if non-flower items are deemed to be a deterrent to maintenance or mowing, or if they become unsightly, they may be removed by the City.

(b) Flowers. Flowers are authorized in the Cemetery. Plot owners are encouraged to use baskets hanging from a shepherd's hook, as part of a flower saddle placed on



monuments, or in a pot or vase that is staked (or anchored) in the ground. Displaying flowers in this manner allows for efficient maintenance and mowing in the Cemetery.

(c) Existing Decorations. Any decorations existing on plots as of April 12, 2021 which are in violation of this Ordinance shall be allowed to remain as long as the decorations do not pose a threat to the health and safety of visitors and do not interfere with the City's ability to maintain the Cemetery.

(d) Breakage: Every reasonable effort will be made to respect each decoration; however, the City shall not be responsible for the breakage of stands, vases, and other decorations.

#### Section 5. Watering Guidelines

(a) City water is available at the Cemetery. Water sprinklers will not be left on after the Cemetery closes for the day. Repeat offenses is considered a violation of this Ordinance and is therefore subject to penalties.

(b) Watering equipment is not provided by the City. If patrons leave sprinklers at the Cemetery, they may be tagged and removed by the City Staff. The City will attempt to make contact so that the equipment may be returned to the appropriate owners. The City will not hold or store the equipment for longer than 30 days.

(c) Filling of water containers, tanks, or water trucks for use outside of the Cemetery is a violation and is subject to penalties.

#### Section 6. Surrounding areas

The space and walk around single graves remain the property of the City. No markers, trees, or flowers shall be allowed between the single grave rows.

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**Section 3. Repeal.** All ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed to the extent of such conflict.

**Section 4. Severability.** The provisions of this Ordinance are declared to be severable. If any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect notwithstanding the validity of any part.

**Section 5. Open Meetings Act.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required and that public notice, place, and purpose of said meeting was given as required by the open meetings act, chapter 551, Texas Government Code.

**Section 6. Effective Date.** This Ordinance shall be in full force and take effect upon its passage and publication as provided by law, and it is so ordained.

**FIRST READING PASSED AN APPROVED**, this 12<sup>th</sup> day of April, 2021.

**SECOND READING PASSED AN ADOPTED**, this 26<sup>th</sup> day of April, 2021.

**CITY OF RANGER, TEXAS**

\_\_\_\_\_  
Joe Pilgrim, Mayor

**ATTEST**

\_\_\_\_\_  
Savannah Fortenberry, City Secretary

DRAFT

INCOME	March	YTD	Budget	%
AD-Valorem Tax (Property)	\$36,898.78	\$350,483.55	\$ 425,000.00	82.47%
Birth & Death Certificates	\$170.00	\$307.00	\$ 1,000.00	30.70%
Cemetery Lots & Location Fees	\$2,700.00	\$4,560.00	\$ 3,500.00	130.29%
Community Center Rental	\$0.00	\$150.00	\$ 500.00	30.00%
Court Collections -General	\$4,851.50	\$19,656.69	\$ 100,000.00	19.66%
EMS Subsidy & Fees - Income	\$17,213.15	\$85,497.44	\$ 150,000.00	57.00%
Federal Fuel Tax Refund	\$367.40	\$1,759.03	\$ 4,000.00	43.98%
Franchise Fees	\$85,725.82	\$93,177.32	\$ 115,000.00	81.02%
Grant Funds	\$66,097.24	\$66,097.24	\$ 25,000.00	264.39%
Interest	\$9.32	\$135.42	\$ 3,500.00	3.87%
Misc Income	\$151.39	\$151.39	\$ 1,500.00	10.09%
Office Supplies - Income	\$0.00	\$61.50	\$ 350.00	17.57%
Permits & License Fees	\$0.00	\$370.00	\$ 650.00	56.92%
Records Preservation Fee	\$8.00	\$17.00	\$ 50.00	34.00%
Sale Property/Vehicle/Equipment	\$0.00	\$750.00	\$ 750.00	100.00%
Sales Tax Revenue:Sales Tax	\$38,191.41	\$209,687.24	\$ 420,000.00	49.93%
Unencumbered Fund Balance	\$0.00	\$0.00	\$ 500,000.00	0.00%
<b>TOTAL INCOME</b>	<b>\$252,384.01</b>	<b>\$832,860.82</b>	<b>\$1,750,800.00</b>	<b>47.57%</b>

EXPENSE	March	YTD	Budget	%
Advertising - Legal Publications	\$80.00	\$182.00	\$ 800.00	22.75%
Animal Control - General	\$287.39	\$781.80	\$ 2,500.00	31.27%
Appraisal District Fees	\$4,330.36	\$8,531.72	\$ 18,000.00	47.40%
Banking Account Fees	\$1.50	\$9.00	\$ 200.00	4.50%
Building Maintenance & Improvements	\$0.00	\$254.50	\$ 2,500.00	10.18%
Capital Improvements	\$0.00	\$81,932.70	\$ 56,650.00	144.63%
Civil Fees - Certificates	\$0.00	\$16.20	\$ 100.00	16.20%
Commissioner Stipend	\$0.00	\$390.00	\$ 700.00	55.71%
Contract Labor	\$2,420.00	\$21,923.71	\$ 25,000.00	87.69%
Copier Machine Lease	\$0.00	\$1,806.68	\$ 2,500.00	72.27%
Court Fees - Expense	\$1,309.77	\$12,251.32	\$ 45,000.00	27.23%
Dispatch Fees Police/Fire/EMS	\$0.00	\$35,919.80	\$ 36,000.00	99.78%
Dues, Fees & Permits	\$148.14	\$1,131.39	\$ 3,500.00	
Elections Expense	\$0.00	\$6,000.00	\$ 6,500.00	92.31%
Electricity - Utility	\$3,267.36	\$20,185.87	\$ 42,500.00	47.50%
EMS License & Operating Fees	\$690.00	\$7,359.44	\$ 25,000.00	29.44%
EMS Supplies & Equipment	\$1,336.24	\$5,233.97	\$ 34,000.00	15.39%
Equipment Rental	\$0.00	\$0.00	\$ 750.00	0.00%
Fuel - Petroleum	\$2,107.98	\$12,404.15	\$ 40,000.00	31.01%
Gas - Utility	\$614.51	\$2,949.62	\$ 4,000.00	73.74%
Grant Funds	\$0.00	\$0.00	\$ 25,000.00	0.00%
Insurance-Property/Health/Life/Liability	\$8,745.76	\$38,042.43	\$ 90,000.00	42.27%
Jail Fees - County	\$0.00	\$234.50	\$ 1,000.00	23.45%
Misc. Expense	\$0.00	\$30.00	\$ 1,000.00	3.00%
Office Supplies	\$232.40	\$994.87	\$ 3,000.00	33.16%
Operating Supplies	\$2,781.94	\$12,158.32	\$ 25,000.00	48.63%
Payroll Expenses	\$57,192.08	\$442,667.97	\$ 780,000.00	56.75%

EXPENSE	January	YTD	Budget	%
Postage	\$0.00	\$211.60	\$ 1,000.00	21.16%
Professional & Technical Services	\$14,838.00	\$34,794.33	\$ 45,000.00	77.32%
Purchase Property/Vehicle/Equipment	\$0.00	\$0.00	\$ 35,000.00	0.00%
Repair & Maintenance Equipment	\$333.89	\$7,235.03	\$ 25,000.00	28.94%
Repair & Maintenance Vehicles	\$694.95	\$11,370.54	\$ 15,000.00	75.80%
Sales Tax Allocation *	\$28,547.85	\$166,421.81	\$ 335,000.00	49.68%
Telephone/Cell Phones	\$1,067.83	\$5,139.13	\$ 9,600.00	53.53%
Training / Travel / Meals	\$2,621.30	\$3,442.68	\$ 10,000.00	34.43%
Uniforms/Clothing	\$897.89	\$2,997.65	\$ 4,000.00	74.94%
<b>TOTAL EXPENSE</b>	<b>\$134,547.14</b>	<b>\$945,004.73</b>	<b>\$1,750,800.00</b>	<b>53.98%</b>
<b>P&amp;L Difference</b>	<b>\$117,836.87</b>	<b>-\$112,143.91</b>		

## PROFIT AND LOSS REPORT

INCOME	March	YTD	Budget	%
Collection Station Fees	\$372.00	\$2,312.00	\$ 5,000.00	46.24%
Interest	\$19.50	\$130.08	\$ 3,500.00	3.72%
Misc Income	\$0.00	\$0.00	\$ 1,500.00	0.00%
Sale Property/Vehicle/Equipment	\$0.00	\$0.00	\$ 1,500.00	0.00%
Sanitation Tax - Income	\$3,001.24	\$15,852.66	\$ 30,000.00	52.84%
Unencumbered Fund Balance	\$0.00	\$0.00	\$ 100,000.00	0.00%
Utility Revenue:Penalties	\$3,479.53	\$17,290.40	\$ 35,000.00	49.40%
Utility Revenue:Sanitation Revenue	\$46,068.85	\$246,899.85	\$ 460,000.00	53.67%
Utility Revenue:Service Charges	\$562.63	\$2,483.15	\$ 5,500.00	45.15%
Utility Revenue:Sewer Revenue	\$50,570.03	\$270,618.76	\$ 520,000.00	52.04%
Utility Revenue:Turn on/off Charges	\$588.36	\$3,427.46	\$ 12,000.00	28.56%
Utility Revenue:Unapplied Payments	\$741.42	\$2,283.12	\$ 10,000.00	22.83%
Utility Revenue:Utility Tap Fee	\$0.00	\$750.00	\$ 1,750.00	42.86%
Utility Revenue:Water Revenue	\$136,916.41	\$662,233.70	\$ 1,200,000.00	55.19%
<b>TOTAL INCOME</b>	<b>\$242,319.97</b>	<b>\$1,224,281.18</b>	<b>\$2,385,750.00</b>	<b>51.32%</b>

EXPENSE	March	YTD	Budget	%
Advertising - Legal Publications	\$0.00	\$0.00	\$ 700.00	0.00%
Banking Account Fees	\$201.50	\$1,209.00	\$ 2,500.00	48.36%
Building Maintenance & Improvements	\$0.00	\$0.00	\$ 2,500.00	0.00%
Capital Improvements	\$0.00	\$0.00	\$ 263,800.00	0.00%
Chemicals	\$1,630.00	\$5,522.50	\$ 16,000.00	34.52%
Contract Labor	\$4,353.00	\$31,285.00	\$ 65,000.00	48.13%
Copier Machine Lease	\$407.60	\$1,004.85	\$ 3,000.00	33.50%
Dues, Fees & Permits	\$225.00	\$6,879.67	\$ 10,000.00	68.80%
Electricity - Utility	\$1,686.42	\$13,487.31	\$ 32,500.00	41.50%
Equipment Rental	\$0.00	\$0.00	\$ 750.00	0.00%
Fuel - Petroleum	\$984.61	\$6,742.15	\$ 20,000.00	33.71%
Insurance-Property/Health/Life/Liability/WC	\$12,508.92	\$46,859.94	\$ 130,000.00	36.05%
Lab Sample Fees	\$530.00	\$4,426.62	\$ 12,000.00	36.89%
Misc. Expense	\$0.00	\$0.00	\$ 1,000.00	0.00%
Office Supplies	\$1,138.47	\$2,022.12	\$ 7,000.00	28.89%
Operating Supplies	\$18,958.92	\$57,728.26	\$ 125,000.00	46.18%
Payroll Expenses	\$38,903.95	\$242,150.52	\$ 495,000.00	48.92%
Postage	\$341.85	\$2,461.10	\$ 6,000.00	41.02%
Professional & Technical Services	\$9,287.58	\$13,559.98	\$ 15,000.00	90.40%
Purchase Property/Vehicle/Equipment	\$0.00	\$0.00	\$ 65,000.00	0.00%
Repair & Maintenance Equipment	\$411.66	\$5,414.17	\$ 15,000.00	36.09%
Repair & Maintenance Vehicles	\$612.28	\$4,764.22	\$ 10,000.00	47.64%
Sanitation Sales Tax - Expense	\$2,666.45	\$13,020.77	\$ 30,000.00	43.40%
Sanitation Service Contract	\$21,259.50	\$108,297.82	\$ 245,000.00	44.20%
Telephone/Cell Phones	\$204.46	\$2,850.97	\$ 10,000.00	28.51%
Training / Travel / Meals	\$137.00	\$569.10	\$ 5,000.00	11.38%
Uniforms/Clothing	\$180.00	\$1,023.54	\$ 3,000.00	34.12%
Wastewater Services	\$500.00	\$7,532.54	\$ 35,000.00	21.52%
Water Supply Contract Purchase	\$70,956.44	\$402,273.84	\$ 760,000.00	52.93%
<b>TOTAL EXPENSE</b>	<b>\$188,085.61</b>	<b>\$981,085.99</b>	<b>\$2,385,750.00</b>	<b>41.12%</b>
<b>P&amp;L Difference</b>	<b>\$54,234.36</b>	<b>\$243,195.19</b>		

**City of Ranger General  
Expenses by Vendor Summary  
March 2021**

	<u>Mar 21</u>		
Airgas USA, LLC	926.93	Ranger Street Maintenance Fund	4,773.93
AMERIGROUP REALSOLUTIONS	299.67	Ross/Gannaway, PLLC	4,668.60
Arco Mobile Fire Ext Service	297.00	Shoppin Baskit - Corp	70.84
AT&T Mobility	488.32	Standard Insurance Company	169.65
Atmos Energy	614.51	Temi Nichols	725.00
Benchmark Business Solutions	407.60	Texas Department of State Health Services	690.00
Bound Tree Medical LLC	884.71	The Gorman Progress	130.95
Brodart Co.	46.01	Tindall's Hardware	391.21
Bryan K Butler	1,950.00	TML Health Benefits Pool	2,097.67
Bryans Auto Supply	209.91	TML Intergovernmental Risk Pool	6,479.94
Buster Robinson	2,420.00	Tractor Supply Credit Plan	120.97
Cameron L. Gulley, CPA	8,750.00	TransUnion Risk & Alternative	75.00
Darwin Archer	1,333.33	TWDB Debt Service Fund	4,000.00
Early Glass & Brownwood Door	566.00	TXU Energy	3,496.99
Eastland County Appraisal District	4,330.36	Vortech Pharmaceuticals, LTD	166.42
Eastland County Newspapers	80.00	Vulcan Construction Materials, LLC	1,601.54
Eastland Heaven Sent Floral	108.00	W.E. Greenwood Auto Parts	805.36
Eastland Memorial Hospital	265.98	Weatherford College	1,950.00
Elizabeth Wristen	1,456.25	Western Trailer & Equip.	48.85
Galls, LLC	258.89	<b>TOTAL</b>	<b>90,815.99</b>
Gary's Automotive, Inc.	231.95		
H&R Feed & Fertilizer	41.75		
Jive Communications Inc.	579.51		
Jonathan D Simcik	2,850.00		
Joshua Nichols	2,916.00		
Kennedy Computer Solutions Inc.	380.00		
Larry Watson Jr	600.00		
Lonestar Fire Specialties	700.00		
McCreary, Veselka, Bragg & Allen PC	487.07		
Messer, Fort & McDonald, PLLC	717.70		
Midwest Radar & Equipment	120.00		
Mike's Tire Service	115.00		
MVBA LLC	30.28		
NetLink Security Control Co.	105.00		
O'Reilly Auto Parts	105.98		
Oncor Cities Steering Committee	148.14		
Petunia Jane's	639.00		
Ranger City Bond Construction Fund	10,000.00		
Ranger Economic Development Corp	4,773.92		
Ranger Municipal Court	2,118.30		
Ranger PD Lease Account	5,000.00		

**City of Ranger Utility  
Expenses by Vendor Summary  
March 2021**

	<u>Mar 21</u>		
Air & Hydraulic Equipment, Inc.	8.00	Texas Water Utilities Association	225.00
APSCO SUPPLY INC.	4,404.82	Tindall's Hardware	335.09
Arco Mobile Fire Ext Service	198.00	TML Health Benefits Pool	5,076.24
AT&T Mobility	204.46	TML Intergovernmental Risk Pool	7,214.58
Badger Rotary Drilling, LLC	19.86	Tractor Supply Credit Plan	234.98
Benchmark Business Solutions	407.60	TXU Energy	1,686.42
BenMark Supply Company Inc.	6,260.29	UnderGround, Inc.	224.01
Bryans Auto Supply	437.88	United States Postal Service	333.90
Buster Robinson	3,465.00	US Bank Voyager Fleet Systems	984.61
Cameron L. Gulley, CPA	8,750.00	W.E. Greenwood Auto Parts	823.59
Clifford Power Systems, Inc.	2,120.18	White's Ace Hardware	40.29
DPC Industries, Inc.	20.00		
Early Glass & Brownwood Door	850.00	<b>TOTAL</b>	<b>148,309.19</b>
Eastland County Water Supply District	70,956.44		
ED Violet	88.00		
First Financial Bank	329.96		
First Financial Bank Visa	612.11		
Flint Stone Services, LLC	800.00		
Freddy's Garage	14.00		
Gary's Automotive, Inc.	272.10		
Hydro Plus, LLC	1,610.00		
Interstate All Battery Center	19.28		
Ken Charman	1,800.00		
Kennedy Computer Solutions Inc.	457.50		
MVBA LLC	30.28		
Pace Analytical Services, Inc.	530.00		
Petunia Jane's	180.00		
Ranger Septic Service	500.00		
Republic Services	20,257.07		
RVS Software	1,072.01		
Shoppin Basket - Corp	1,569.59		
Standard Insurance Company	219.60		
Texas Comptroller of Public Accounts	2,666.45		

# Monthly Sales Tax Allocation

3/12/2021

6.25% to REDC (4A):

6.25% to REDC (4B):

12.5% to Street Repair Fund:

City Bond Construction: (\$10,000.00)

Bond 1998 Bond 2005

Vehicle Lease (\$5,000)

TWDB Debt Service (\$4,000)

Bond 2012 Bond 2018 A&B

General Deposit Total

Sales Tax \$	\$2,386.96
	<b>-\$2,386.96</b>
	\$2,386.96
	<b>-\$4,773.93</b>
	\$4,773.93
	<b>-\$9,547.85</b>
	\$10,000.00
	<b>-\$19,547.85</b>
	\$ 5,000.00
	<b>-\$24,547.85</b>
	\$ 4,000.00
	<b>\$9,643.56</b>

Sales Tax \$	<b>\$ 38,191.41</b>	
	\$ 4,773.93	\$ 2,386.96
	12.50%	6.25%
	Streets	EDC

City	Net Payment This Period	Comparable Payment Prior Year	% Change	Payment YTD	Prior Year Payment YTD	% Change
Ranger	\$38,191.41	\$35,981.84	6.14%	\$103,116.91	\$111,857.29	-7.81%



Date	Transaction	Name	General	Utility
3/18/2021	DEBIT	WM SUPERCENTER #561 EASTLAND	73.41	
3/18/2021	DEBIT	QUILL CORPORATION 800-982-3	97.99	
3/18/2021	DEBIT	QUILL CORPORATION 800-982-3	79.99	
3/18/2021	DEBIT	TCEQ IND RENEWAL LIC EGOV.COM		111
3/17/2021	DEBIT	AMZN Mktp US*D56GF6BQ3 Amzn.com/	323.67	
3/15/2021	DEBIT	QUILL CORPORATION 800-982-3	89.43	47.18
3/9/2021	DEBIT	Intuit *PayrollEE usag 833-830-9		49.8
3/9/2021	DEBIT	MSFT * E0300DRF1N 800-642-7		26.82
3/8/2021	DEBIT	WALMART.COM AU 800-966-6		75.96
3/3/2021	DEBIT	LA FINCA CISCO	63.85	
3/3/2021	CREDIT	SP * SPRAYERDEPOT 800228090		-61.82
2/25/2021	DEBIT	EASTLAND DONUTS EASTLAND		26
2/25/2021	DEBIT	USPS.COM CLICKNSHIP 800-344-7		7.95
2/25/2021	DEBIT	USPS.COM CLICKNSHIP 800-344-7	7.95	
2/25/2021	DEBIT	eBay O*04-06636-06684 San Jose		49.76
2/22/2021	DEBIT	FILTRATION SPECIALTIES 325-67961		173.48
2/19/2021	DEBIT	AUTOZONE #3113 EASTLAND		105.98
2/19/2021	DEBIT	USPS.COM CLICKNSHIP 800-344-7	7.95	
		<b>Totals</b>	<b>\$ 744.24</b>	<b>612.11</b>
		<b>Grand Total</b>	<b>\$ 1,356.35</b>	

03/2021

## LIBRARY REPORT

March 2021

**Beginning of Petty Cash** **\$ 89.54**

**CREDIT**

Copies \$ 29.50

Donations 5.10

Faxes (Our library only charges for "out of town" faxes; no charge to 800 numbers) 1.00

Book Sales (from "Quarter Shelves") 6.75

**TOTAL CREDITS** **+ 42.35**

**DEBIT**

Supplies (Dollar General) 30.79

**TOTAL DEBITS** **- 30.79**

**TOTAL PETTY CASH** **\$ 101.10**

*Thank you for your support!* *Diana McCullough* *Diana McCullough*

Library Report for \_\_\_\_\_

Mar-21

	Adult Patrons	Children	Total	Adult Lit.	Children's Lit.	Total Books	Computer Users	Audio/Video	Reference ?'s
Monday	9	2	11	0	0	0	8	0	1
Tuesday	8	2	10	9	0	9	5	0	1
Wednesday	7	3	10	3	0	3	4	0	1
Thursday	8	5	13	2	0	2	9	0	1
Friday	13	2	15	26	0	26	8	0	0
Monday	9	1	10	0	3	3	4	0	1
Tuesday	10	1	11	2	0	2	2	0	1
Wednesday	9	2	11	9	0	9	4	0	1
Thursday	8	3	11	3	0	3	3	0	1
Friday	7	1	8	0	0	0	4	0	3
Monday	17	2	19	7	0	7	8	0	0
Tuesday	9	2	11	0	0	0	5	0	1
Wednesday	14	2	16	3	0	3	6	0	2
Thursday	10	2	12	16	0	16	5	0	1
Friday	7	2	9	5	9	14	5	0	1
Monday	7	2	9	9	0	9	6	0	1
Tuesday	8	2	10	11	0	11	7	0	0
Wednesday	14	2	16	21	0	21	8	0	1
Thursday	16	3	19	6	0	6	10	0	1
Friday	9	3	12	3	0	3	5	0	2
Monday	9	3	12		0	2	7	0	0
Tuesday	12	2	14	12	0	12	8	0	1
Wednesday	16	3	19	10	0	10	5	0	1
Thursday			0		0				
Friday			0		0				
Total	236	52	288	157	12	171	136	0	23

**Ranger Economic Development Corporation - A  
Cash Statement  
March 2021**

**Checking Account**

Checkbook Balance as of February 26, 2021-----\$ 58,412.22

**Deposits**

	3/3/21	Woodbridge Church	600.00
	3/25/21	City of Ranger	<u>2,386.96</u>

**Total Deposits + 2,986.96**

**Disbursements**

3/3/21	2543	Flatworks Concrete Contractors Parking Lot & Sidewalk Work at Walnut St. Clinic	19,998.00
3/23/21	2544	TXU Garner – 306 kWh @ \$0.119	64.91
3/25/21	2545	Diana McCullough Contract Labor	400.00
3/29/21	2546	Cam Gulley, CPA 2020 Annual Audit	<u>750.00</u>

**Total Disbursements - 21,212.91**

Checkbook Balance as of March 31, 2021-----\$ 40,186.27

***Ranger Economic Development Corporation – Type A***

Account Information ~ March 29, 2021

\*First Financial Certificate of Deposit -44-----\$59,069.99

\*First Financial Certificate of Deposit -08-----\$36,409.74

Checkbook Balance as of 3/29/21-----\$40,186.27

**TOTAL REDC BALANCES \$135,666.00**

\*Certificate of Deposit Balances as of October 1, 2020.

Diana McCullough, REDC Executive Director

**Type 4B Ranger Economic Development Corporation**

Account # \*\*\*\*\*2341

Date	Check No.	Income	Expense	To/From	Description	Balance
01/08/19	Debit		\$25.00	FFNB	Safety Deposit Box Rental	\$92,374.87
01/15/19		\$1,865.46		City of Ranger	Sales Tax	\$94,240.33
02/11/19		\$2,173.80		City of Ranger	Sales Tax	\$96,414.13
03/12/19		\$2,298.52		City of Ranger	Sales Tax	\$98,712.65
04/16/19	1040		\$750.00	Cameron Gulley	2018 Audit Fee #19-016	\$97,962.65
04/30/19		\$1,643.17		City of Ranger	Sales Tax	\$99,605.82
05/14/19		\$2,644.78		City of Ranger	Sales Tax	\$102,250.60
05/20/19	1041		\$81.19	Heaven Sent Floral	Flowers for Larry Cunningham	\$102,169.41
06/11/19	1042		\$81.19	Heaven Sent Floral	Flowers for Winnie Pilgrim	\$102,088.22
06/19/19		\$1,962.42		City of Ranger	Sales Tax	\$104,023.08
07/07/19		\$1,684.64		City of Ranger	Sales Tax	\$105,707.72
08/12/19		\$2,014.70		City of Ranger	Sales Tax	\$107,722.42
09/17/19		\$2,112.92		City of Ranger	Sales Tax	\$109,835.34
10/16/19		\$1,899.02		City of Ranger	Sales Tax	\$111,734.36
11/15/19		\$2,910.45		City of Ranger	Sales Tax	\$114,644.81
12/18/19		\$2,179.94		City of Ranger	Sales Tax	\$116,824.75
01/08/20	Debit		\$25.00	1st Financial	Safety Deposit Box Rental	\$116,799.75
01/16/20		\$1,811.93		City of Ranger	Sales Tax	\$118,611.68
02/14/20		\$2,930.28		City of Ranger	Sales Tax	\$121,541.96
02/18/20	1043		\$750.00	Cameron Gulley	Audit Fees	\$120,791.96
03/26/20		\$2,248.87		City of Ranger	Sales Tax	\$123,040.83
04/28/20		\$1,627.71		City of Ranger	Sales Tax	\$124,668.54
05/13/20		\$2,164.42		City of Ranger	Sales Tax	\$126,832.96
06/15/20	1044		\$955.40	Knox Waste Dervice	225 S Rusk St. Rolloffs REDC Project	\$125,877.56
06/16/20		\$2,005.89		City of Ranger	Sales Tax	\$127,883.45
07/01/20	1045		\$31,850.00	Flatworks	Fire Dept Concrete REDC Project	\$96,033.45
07/03/20	1046		\$4,337.70	Display Sales	Christmas Decorations 50% REDC Project	\$91,695.75
07/13/20		\$2,161.28		City of Ranger	Sales Tax	\$93,857.03
07/29/20	1047		\$142.76	Tindalls Hardware	Fire Dept Concrete REDC Project misc paint, rollers	\$93,714.27
08/18/20		\$2,445.67		City of Ranger	Sales Tax	\$96,159.94
09/16/20		\$1,922.80		City of Ranger	Sales Tax	\$98,082.74
10/20/20		\$1,847.84		City of Ranger	Sales Tax	\$99,930.58
11/17/20		\$3,001.62		City of Ranger	Sales Tax	\$102,932.20
11/27/20	1048		\$4,473.93	Display Sales	Christmas Decorations 50% REDC Project + Chg Add	\$98,458.27
12/18/20		\$1,811.19		City of Ranger	Sales Tax	\$100,269.46
01/08/21	Debit		\$45.00	1st Financial	Safety Deposit Box Rental	\$100,224.16
01/27/21		\$1,679.26		City of Ranger	Sales Tax	\$101,903.42
02/24/21		\$2,378.58		City of Ranger	Sales Tax	\$104,282.00
03/09/21	1049		\$19,998.00	Flatworks	Walnut St. Clinic 1/2 Concrete Work	\$84,284.00
03/25/21		\$2,386.96		City of Ranger	Sales Tax	\$86,670.96
04/07/21	1050		\$55.06	Tindalls Hardware	Walnut St. Clinic Misc. paint and assoc. items	\$86,615.90
<b>TOTAL</b>						<b>\$86,615.90</b>

# Municipal Court Report

## March 2021

New Cases Filed 7 POLICE DEPT.

0 CODE ENFORCEMENT/ACO

Total Cases Disposed 5

Dismissed after Driver Safety Course 5

Show Cause 0

Arrest Warrants Issued 2

Capiases Warrants Issued 0

Fines, Court Costs and Other Amounts Collected:

a. Kept by City	\$2,218.80
b. Remitted to State	\$1,169.30
c. Total	\$3,388.10

MVBA (our collection firm) sent out warrant postcards. So a lot of people are calling the Court trying to take care of their citations.



# **RANGER FIRE & EMS**



**Ranger Fire Department: 254-647-1505**

**Fax: 254-647-3398**

**Responses for 2021**

**EMS 208 Fire 75 Total =283**

**Average calls per Month: 94**



# **RANGER POLICE DEPARTMENT**

100 North Marston Street | Ranger, TX 76470 | P: (254) 647-3232 | F: (254) 647-1389 | E: pd@rangerpolice.org

## **Monthly Report March 2021**

- Police Officer Activity: 855
- Security Check/ Extra Patrol: 182
- Reports Generated: 117
- Calls for Service: 141
- Citations: 7
- Warnings: 12



## March

### Animal/Code Enforcement Report

Animal Control Officer Impound- **16**

Impound by Police- **0**

Adopted- **1**

Left in Shelter- **4**

Return to Owner- **6**

Citations- **0**

Code Enforcement Letters- **3**

Euthanized- **6**

- Deep cleaned the shelter multiple times.
- Answered calls and complaints regarding animals.

**PUBLIC WORKS DIRECTOR MONTHLY REPORT form March, 2021**

**TO RANGER CITY COUNCIL**

Note: This report contains pertinent information on Water, Wastewater, Streets, Drainage and Solid Waste events during the previous month of business activity.

**WATER**

1. Taps made, new accounts	14	turn on, turn off	9
2. Water leaks repaired	7	Meters re-read	14
3. Deliver totes/dumpster	24	non-payment turn off	21
4. Main line footage replaced	0	line locate	12
5. Profiles	17	turn off-vacation	2
6. Work orders completed	185	No Category	31

**WASTEWATER**

1. Gallons Treated	0.159 mgd/4.932 mgm
2. Blockages cleared	10
3. Taps made	0
4. Manholes repaired	2

**OFFICE ACTIVITIES**

1. Finalized for non-payment	18
2. Termination of service	0

**MISCELLANEOUS**

1. Lift station checks	We try to check all lift stations daily
2. Lines flushed	Several due to air in water

Work on Loop 254 has finally started. It is slow going due to the number of lines in the area. They are having to work around sewer lines, gas lines, telephone lines, and our own taps for customers.

Pine Street has had some rock laid down but is not finished yet. Joey still has to process it to really make it last. Then lay down the surface that will be chipped sealed later.

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