

REGULAR CITY COUNCIL MEETING WILL BEGIN AT 6:30 PM

NOTICE OF REGULAR MEETING

TOWN OF RANSOM CANYON

CITY COUNCIL AGENDA

TUESDAY, NOVEMBER 14, 2023

Jana Trew, Mayor

Corey Evans, Alderwoman
Ron McWilliams, Alderman
Terry Waldren, Alderman

Val Meixner, Mayor Pro Tem
John Hand, Alderman
Elena Quintanilla, City Administrator

Notice is hereby given that the regular meeting for the governing body of the Town of Ransom Canyon is called for 6:30 p.m. on Tuesday, November 14, 2023. The meeting will be held at City Hall located at 24 Lee Kitchens Drive in Ransom Canyon, Texas. The City Council agenda and packet are posted online at <https://www.ci.ransom-canyon.tx.us>. If you are making a public comment the day of the meeting, you must publicly attend the meeting. The following are instructions on how to access the meeting via telephone or video conference call:

Please join my session from your computer, tablet or smartphone.

<https://meet.goto.com/236452341>

You can also dial in using your phone

Access code: 236-452-341

United States: +1 (224) 501-3412

Join from a video-conferencing room or system.

Meeting ID: 236-452-341

Dial in or type: 67.217.95.2 or inroomlink.goto.com Dial directly: 236452341@67.217.95.2 or 67.217.95.2##236452341

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1. CALL TO ORDER/PRAYER/PLEDGES AT 6:30 P.M.
2. CITIZEN COMMENTS - **In accordance with law, no Council *discussion or action* is to be taken until such matter is placed on the agenda.** Citizens shall be allowed to speak on any matter other than personnel matters, matters under litigation or matters concerning the purchase, exchange, lease or value of real property

3. ACTION ITEM: APPROVE MINUTES OF:
 - a. Regular Meeting on October 10, 2023
4. ACTION ITEM: APPROVE FINANCIALS
 - a. Financial Reports
 - b. October 2023 Claims & Demands
 - c. Financial Investment Report
5. DISCUSSION ITEM: Terry and King, CPA's will present the 2022-2023 Fiscal Year Audit.
6. ACTION ITEM: DISCUSS AND ACT UPON an ordinance authorizing the issuance and sale of Town of Ransom Canyon, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023; levying an annual ad valorem tax and providing for the security for and payment of said certificates of obligation; providing an effective date; and enacting other provisions relating to the subject.
7. ACTION ITEM: CONSIDER AND ACT UPON THE FIRST READING of an ordinance providing for an increase in the current water rates to take effect on January 1, 2024.
8. ACTION ITEM: CONSIDER AND ACT UPON approval of an application of a grant through Lubbock County entitled "Critical Needs Funding FY 2024" for the Ransom Canyon Volunteer Fire Department in the amount of \$45,454.00.
9. ACTION ITEM: FIRST READING OF an ordinance enacting regulations with respect to parking vehicles and the addition of intersections with stop signs.
10. ACTION ITEM: CONSIDER AND ACT UPON approving line-item adjustments to the 2022-2023 fiscal year budget.
 - A. BUILDING REVIEW COMMITTEE REPORT: The Building Review Committee did not meet in the month of October.
 - B. DEPARTMENT REPORTS:
 - a. Administration: Elena Quintanilla
 - City Administrator Schedule of Events
 - Utility Billing Update
 - Update on Wastewater Treatment Plant Schedule
 - City Election
 - b. Court: Elena Quintanilla
 - Report on Pending Municipal Court Cases
 - Report on New Municipal Court Cases
 - c. Operations: Cory Needham
 - Update on the Water Meter Project
 - Ransom Ranch Subdivision Update
 - Winterizing Equipment
 - d. Police: James Hill

- Citations, Warnings, and Arrests
 - Police Training and Education
 - Weed Notices
 - Recreational Permits
 - Traffic Stop Tips
 - Disaster Recovery/Emergency Management Planning/Communications
- e. Fire: Angela Hill
- EMS Calls
 - Fire Calls
 - Pancake Breakfast
 - One Pill Can Kill Event
 - Final Inspection of New Fire Truck
- f. Library: Angie Fikes
- November Crafts
 - Fall Decorations
 - Christmas Card Fundraiser

11. ADJOURN

Executive Session Disclosure Statement: The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices and 551.087 (Economic Development).

If any accommodations for a disability are required, please notify the City Administrator's office at 806-829-2470 at least two (2) working days prior to the date of the meeting. The building has handicap parking areas and is wheelchair accessible at the front entrance to the building.

All items listed on this agenda are eligible for both discussion and action unless expressly limited.

CERTIFICATION

DATED THIS THE 10th DAY OF NOVEMBER, 2023

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of Ransom Canyon, Texas is a true and correct copy of said notice that has been posted in the display case at the City Hall of Ransom Canyon, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on or before November 10, 2023 by 4:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of such meeting.

Elena Quintanilla, City Secretary

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the front doors of City Hall on _____ day of _____, 2023.

Elena Quintanilla, City Secretary

AGENDA ITEM #3

APPROVAL OF

MINUTES

Regular Meeting on

October 10, 2023

Ransom Canyon City Council Meeting Minutes
Regular Meeting, October 10, 2023
Ransom Canyon City Hall, 24 Lee Kitchens Drive

1. Call to Order/Pledges/Prayer

The regular city council meeting was called to order at 6:30 p.m. by Mayor Jana Trew. The City Council met in person at City Hall, 24 Lee Kitchens Drive, Ransom Canyon, Texas 79366. The following City Council members physically attended the meeting: Mayor Jana Trew, Councilmembers Val Meixner, Dr. Terry Waldren, and John Hand. Councilmembers Dr. Corey Evans and Ron McWilliams were absent. Staff members attending the city council meeting included City Administrator, Elena Quintanilla; Deputy City Secretary, Leslie Randolph; Chief of Police, James Hill; Director of Public Works, Cory Needham; Assistant Fire Chief, Angela Hill, Librarian, Angie Fikes, and General Counsel, Garrett Ferguson. The prayer was said by Mayor Jana Trew, followed by the pledges of allegiance. Guests attending in person are included in the attached list.

2. Citizen Comments

Linda Williams reported on behalf of Jim Rickard and mentioned that the Christmas Home Tour is looking for volunteers to participate. The Home Tour will take place on December 14, 2023, from 6:30 p.m. – 9:00 p.m. The “Let Your Light Shine for Jesus” fundraiser will take place on December 22, 2023.

John Hodges reported that the Special Meeting of the Property Owner's Association is being rescheduled.

3. Minutes

Approval of the minutes for the regular meeting on September 12, 2023 were approved on a motion made by Councilmember Val Meixner, seconded by Councilmember Dr. Terry Waldren; motion carried unanimously.

4. Financials

The financial reports and the September 2023 claims and demands were approved on a motion made by Councilmember Dr. Terry Waldren, seconded by Councilmember Val Meixner; motion carried unanimously.

5. Feasibility Study for the Lake

Jillian Nava of Freese and Nichols presented options for a feasibility study of the Town of Ransom Canyon Lake system.

6. Parking Ordinance

The City Council held a discussion on whether to consider an ordinance where parking is only allowed on one side of the road citywide or in portions of the community where parking is a problem due to the narrow roadway.

7. Water Rate Increase

The City Council discussed the pros and cons of increasing the water rates for the citizens in January 2024. The City Council will propose an increase at the next meeting.

8. Audit Engagement Letter

The City Council approved an audit engagement letter to hire Terry & King, CPA's P.C. to conduct the 2022-2023 Fiscal Year audit on a motion made by Councilmember Dr. Terry Waldren, seconded by Councilmember Val Meixner; motion carried unanimously.

9. Sex Offender Ordinance

The City Council adopted a second reading of an ordinance to include restrictions of sex offenders to go near any places where children commonly gather on a motion made by Councilmember Val Meixner, seconded by Councilmember Dr. Terry Waldren; motion carried unanimously.

A. Building Review Committee

The Building Review Committee did not meet in the month of September.

B. DEPARTMENT REPORTS:

a. Administration: Elena Quintanilla reported the following:

- She discussed her schedule of events for the week.
- There have been lots of complaints regarding the costs of water with the installation of the new water meters because they measure water usage more accurately than the old meters. Forty-five more meters which have not been installed will be added to the billing software.
- The Auditors are scheduled to arrive at City Hall within the next week and a half.
- The contractors of the Wastewater Treatment Plant will not begin construction until the certificates of obligation are approved which will take sixty to ninety days.
- Aerial mosquito spraying has been delayed until the pilots from Vector Disease Control International obtain their Texas Department on Agriculture (TDA) vector licenses in Texas.

b. The Municipal Court: Elena Quintanilla reported the following:

- Nothing new to report for Municipal Court.

- c. Operations: Cory Needham reported the following:
- The Operations Department is fully staffed.
 - There are forty-five (45) meters left to install.
 - The Operations staff is working on trying to get an aerial mosquito spray mission deployed and is also applying larvicide in areas where there is a high concentration of mosquitos.
 - With the heavy rainfall, Operations staff managed some flooding issues and removed some debris.
 - The Operations staff will take time to winterize equipment this month.
 - Staff is working on a plan to comply with the Copper and Lead Law, a regulation from the Environmental Protection Agency (EPA) which requires cities to develop a plan to remove galvanized pipe from the city water pipe system.
- d. Police: Chief James Hill reported the following:
- There were no arrests, four (4) citations, and twenty-three (23) written warnings.
 - Forty-seven weed notices were issued.
 - Residents continue to purchase recreational permits.
 - Due to recent vehicle break-in incidents, the Police Department advises residents to be the first line of defense by locking vehicles and taking belongings into the house instead of leaving them in vehicles.
 - The Continuity of Operations Planning (COOP) team will meet with the City Department leaders to discuss the timeline and activities to be undertaken for the plan.
- e. Fire: Angela Hill reported the following:
- The Volunteer Fire Department responded to nine (9) EMS calls and two (2) fire calls.
- f. Library: Angie Fikes reported the following:
- The youth will be painting Halloween pumpkins and working on decorations for the Holiday.
 - The Library will host a Halloween event with costumes and candy.

Adjournment

The City Council adjourned the meeting at 8:24 p.m. on a motion made by Councilmember Dr. Terry Waldren, seconded by Councilmember John Hand; motion carried unanimously.

APPROVED:

Jana Trew, Mayor

ATTEST:

Elena Quintanilla, City Secretary

**AGENDA ITEM #4:
APPROVAL OF
FINANCIAL REPORTS
Claims and Demands
for
October, 2023**

CITY OF RANSOM CANYON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2023

01 -GENERAL FUND
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
UTILITY REVENUE	1,203,700.00	90,370.34	90,370.34	1,113,329.66	7.51
BUILDING PERMIT REVENUE	13,200.00	9,917.50	9,917.50	3,282.50	75.13
FRANCHISE REVENUE	39,100.00	10,266.32	10,266.32	28,833.68	26.26
AD VALOREM TAX REVENUE	1,150,203.00	0.00	0.00	1,150,203.00	0.00
INTEREST REVENUE	75,000.00	4,671.88	4,671.88	70,328.12	6.23
LIBRARY REVENUE	4,500.00	125.00	125.00	4,375.00	2.78
COURT REVENUE	1,800.00	0.00	0.00	1,800.00	0.00
OTHER REVENUE	239,500.00	559.96	559.96	238,940.04	0.23
BUDGETED SURPLUS	<u>164,435.00</u>	<u>956.33</u>	<u>956.33</u>	<u>163,478.67</u>	<u>0.58</u>
TOTAL REVENUES	2,891,438.00	116,867.33	116,867.33	2,774,570.67	4.04
<u>EXPENDITURE SUMMARY</u>					
CITY COURT	10,400.00	0.00	0.00	10,400.00	0.00
ADMINISTRATION	534,898.00	27,123.43	27,123.43	507,774.57	5.07
OPERATIONS	430,785.00	6,459.67	6,459.67	424,325.33	1.50
FIRE DEPARTMENT	117,572.00	4,320.39	4,320.39	113,251.61	3.67
LIBRARY	37,578.00	2,008.16	2,008.16	35,569.84	5.34
POLICE DEPARTMENT	449,917.00	24,448.85	24,448.85	425,468.15	5.43
SEWER DEPARTMENT	202,090.00	10,024.48	10,024.48	192,065.52	4.96
ROADS AND GROUNDS DEPT	107,637.00	5,657.84	5,657.84	101,979.16	5.26
WATER DEPARTMENT	479,556.00	23,508.88	23,508.88	456,047.12	4.90
PAYROLL DEPARTMENT	0.00	0.00	0.00	0.00	0.00
EMERGENCY OPS CENTER	27,875.00	0.00	0.00	27,875.00	0.00
CAPITAL EXPENDITURES	265,000.00	32,457.00	32,457.00	232,543.00	12.25
BONDS	<u>228,130.00</u>	<u>0.00</u>	<u>0.00</u>	<u>228,130.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	2,891,438.00	136,008.70	136,008.70	2,755,429.30	4.70
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(19,141.37)	(19,141.37)	19,141.37	0.00

CITY OF RANSOM CANYON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2023

01 -GENERAL FUND
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>COURT REVENUE</u>					
476 SEIZURE INCOME	0.00	0.00	0.00	0.00	0.00
477 COURT FEES	600.00	0.00	0.00	600.00	0.00
478 COURT FINES	1,200.00	0.00	0.00	1,200.00	0.00
479 COURT TRUST	0.00	0.00	0.00	0.00	0.00
TOTAL COURT REVENUE	1,800.00	0.00	0.00	1,800.00	0.00
<u>OTHER REVENUE</u>					
480 BUFFALO LAKE REVENUE	180,000.00	25.00	25.00	179,975.00	0.01
481 POA REVENUE	0.00	0.00	0.00	0.00	0.00
482 TEXAS WATER DEVELOPMENT BOARD	0.00	0.00	0.00	0.00	0.00
483 CITY SALES TAX REVENUE	26,000.00	0.00	0.00	26,000.00	0.00
484 COPS FAST GRANT	0.00	0.00	0.00	0.00	0.00
485 SCHOLARSHIP DONATION REVENUE	0.00	0.00	0.00	0.00	0.00
486 LEOSE TRAINING REVENUE	0.00	0.00	0.00	0.00	0.00
487 BOAT PERMIT REVENUE	1,500.00	25.00	25.00	1,475.00	1.67
488 RV STORAGE REVENUE ANNUAL PAY	12,000.00	105.00	105.00	11,895.00	0.88
489 MISC REVENUE	20,000.00	404.96	404.96	19,595.04	2.02
TOTAL OTHER REVENUE	239,500.00	559.96	559.96	238,940.04	0.23
<u>BUDGETED SURPLUS</u>					
490 OPERATING GEN FUND TRANSF	72,792.00	0.00	0.00	72,792.00	0.00
491 NOTE PROCEEDS - CITIZENS BANK	0.00	0.00	0.00	0.00	0.00
492 INSURANCE RECOVERIES	0.00	0.00	0.00	0.00	0.00
493 LUBBOCK COUNTY FIRE GRANT	55,643.00	0.00	0.00	55,643.00	0.00
494 COVID GRANT FUNDS	30,000.00	0.00	0.00	30,000.00	0.00
495 CC PROCESSING FEES	6,000.00	956.33	956.33	5,043.67	15.94
496 JAG GRANT	0.00	0.00	0.00	0.00	0.00
497 BULLET PROOF VESTS GRANT	0.00	0.00	0.00	0.00	0.00
498 SECO GRANT	0.00	0.00	0.00	0.00	0.00
TOTAL BUDGETED SURPLUS	164,435.00	956.33	956.33	163,478.67	0.58
<u>TOTAL REVENUES</u>					
	2,891,438.00	116,867.33	116,867.33	2,774,570.67	4.04
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CITY OF RANSOM CANYON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2023

01 -GENERAL FUND
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
505-5000 PAYROLL	306,271.00	22,819.61	22,819.61	283,451.39	7.45
505-5005 PAYROLL SERVICE	0.00	0.00	0.00	0.00	0.00
505-5006 FUEL ALLOWANCE	0.00	0.00	0.00	0.00	0.00
505-5010 AUDIT EXPENSE	20,000.00	0.00	0.00	20,000.00	0.00
505-5020 COMPUTER EXP	47,500.00	1,382.53	1,382.53	46,117.47	2.91
505-5030 ELECTION EXP	4,000.00	0.00	0.00	4,000.00	0.00
505-5040 XEROX EXPENSE	6,500.00	0.00	0.00	6,500.00	0.00
505-5050 PITNEY BOWES EXPENSE	2,750.00	0.00	0.00	2,750.00	0.00
505-5070 GENERAL LIABILITY INSURANCE	1,014.00	0.00	0.00	1,014.00	0.00
505-5071 WORKERS COMP INSURANCE	516.00	0.00	0.00	516.00	0.00
505-5075 E&O/REAL & PERSONAL, CRIME IN	7,257.00	0.00	0.00	7,257.00	0.00
505-5080 LEGAL EXPENSE	25,000.00	270.80	270.80	24,729.20	1.08
505-5081 LEGAL EXPENSE CODIFY CITY ORD	7,000.00	540.50	540.50	6,459.50	7.72
505-5090 LCAD EXPENSE	18,500.00	0.00	0.00	18,500.00	0.00
505-5100 MEETINGS-EDUCATION EXPENSE	13,000.00	632.50	632.50	12,367.50	4.87
505-5101 TML CONFERENCE CITY COUNCIL	11,000.00	0.00	0.00	11,000.00	0.00
505-5105 ASSOCIATION DUES EXPENSE	1,700.00	205.00	205.00	1,495.00	12.06
505-5110 ADMIN OFFICE SUPPLIES	8,500.00	324.96	324.96	8,175.04	3.82
505-5120 POSTAGE EXPENSE	7,500.00	520.99	520.99	6,979.01	6.95
505-5130 PUBLIC RELATIONS EXPENSE	7,000.00	0.00	0.00	7,000.00	0.00
505-5140 OFFICE UTILITY EXPENSE	12,390.00	0.00	0.00	12,390.00	0.00
505-5150 OFFICE TELEPHONE EXPENSE	11,000.00	111.34	111.34	10,888.66	1.01
505-5155 SECURITY SYSTEM	5,000.00	0.00	0.00	5,000.00	0.00
505-5160 SCHOLARSHIP GRANT	0.00	0.00	0.00	0.00	0.00
505-5170 MILEAGE REIMBURSEMENT	2,000.00	315.20	315.20	1,684.80	15.76
505-5175 CREDIT CARD FEE EXPENSE	9,500.00	0.00	0.00	9,500.00	0.00
505-5180 OTHER USES OF FUNDS	0.00	0.00	0.00	0.00	0.00
505-5300 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	534,898.00	27,123.43	27,123.43	507,774.57	5.07

CITY OF RANSOM CANYON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2023

01 -GENERAL FUND
 FIRE DEPARTMENT
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
507-7020 COMPUTER EXPENSE	1,500.00	1,220.00	1,220.00	280.00	81.33
507-7030 DUES EXPENSE	500.00	0.00	0.00	500.00	0.00
507-7040 EDUCATION EXPENSE	6,000.00	0.00	0.00	6,000.00	0.00
507-7045 LUBBOCK COUNTY GRANT	55,643.00	0.00	0.00	55,643.00	0.00
507-7050 EQUIPMENT EXPENSE	4,000.00	9.40	9.40	3,990.60	0.24
507-7055 SUPPLIES	500.00	0.00	0.00	500.00	0.00
507-7060 AUTO & APD INSURANCE EXPENSE	3,472.00	0.00	0.00	3,472.00	0.00
507-7061 REAL & PERSONAL PROP INSURANC	5,582.00	0.00	0.00	5,582.00	0.00
507-7065 TANKER TRUCK PAYMENT	0.00	0.00	0.00	0.00	0.00
507-7070 WORKERS COMP INSURANCE	375.00	0.00	0.00	375.00	0.00
507-7080 MEDICAL EQUIPMENT EXPENSE	4,000.00	0.00	0.00	4,000.00	0.00
507-7090 PERSONAL EQUIPMENT EXPENSE	2,500.00	0.00	0.00	2,500.00	0.00
507-7100 RADIO REPAIR EXPENSE	3,000.00	95.01	95.01	2,904.99	3.17
507-7140 BUILDING UTILITIES EXPENSE	7,000.00	0.00	0.00	7,000.00	0.00
507-7145 FIRE STATION BUILDING REPAIR	3,000.00	0.00	0.00	3,000.00	0.00
507-7150 TELEPHONE EXPENSE	2,000.00	0.00	0.00	2,000.00	0.00
507-7160 VEHICLE REPAIR EXPENSE	18,500.00	0.00	0.00	18,500.00	0.00
507-7170 BUNKER GEAR CAPITAL EXP	0.00	2,995.98	2,995.98 (	2,995.98)	0.00
507-7190 INTEREST EXPENSE ASB	0.00	0.00	0.00	0.00	0.00
TOTAL FIRE DEPARTMENT	117,572.00	4,320.39	4,320.39	113,251.61	3.67

CITY OF RANSOM CANYON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2023

01 -GENERAL FUND
 POLICE DEPARTMENT
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
509-9000 PAYROLL	347,301.00	24,187.19	24,187.19	323,113.81	6.96
509-9010 AMMO EXPENSE	3,200.00	0.00	0.00	3,200.00	0.00
509-9015 ANIMAL CONTROL	150.00	0.00	0.00	150.00	0.00
509-9020 DUES EXPENSE	400.00	0.00	0.00	400.00	0.00
509-9030 EDUCATION EXPENSE	4,000.00	0.00	0.00	4,000.00	0.00
509-9040 EMT EDUCATION EXPENSE	0.00	0.00	0.00	0.00	0.00
509-9041 EMERGENCY MGT TRAINING	1,500.00	0.00	0.00	1,500.00	0.00
509-9050 GAS -OIL EXPENSE	15,000.00	0.00	0.00	15,000.00	0.00
509-9055 MILEAGE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
509-9060 AUTO & APD INSURANCE EXPENSE	3,472.00	0.00	0.00	3,472.00	0.00
509-9065 LAW ENFORCEMENT LIABILITY INS	3,156.00	0.00	0.00	3,156.00	0.00
509-9066 E&O/REAL & PERSONAL PROP INS	6,681.00	0.00	0.00	6,681.00	0.00
509-9067 WORKERS COMP INSURANCE	6,801.00	0.00	0.00	6,801.00	0.00
509-9070 CELL PHONE EXPENSE	3,750.00	189.43	189.43	3,560.57	5.05
509-9090 OFFICE SUPPLY EXPENSE	500.00	0.00	0.00	500.00	0.00
509-9110 SMALL EQUIPMENT EXPENSE	3,000.00	0.00	0.00	3,000.00	0.00
509-9130 RADIO REPAIR EXPENSE	3,500.00	84.64	84.64	3,415.36	2.42
509-9150 TELEPHONE EXPENSE	1,500.00	0.00	0.00	1,500.00	0.00
509-9160 VEHICLE REPAIR EXPENSE	25,000.00 (	4.97) (	4.97)	25,004.97	0.02-
509-9170 CAMERA EXPENSE	0.00	0.00	0.00	0.00	0.00
509-9175 SURVEILLANCE VIDEO CAMERAS	6,506.00	0.00	0.00	6,506.00	0.00
509-9180 COMPUTER EXPENSE	7,500.00	0.00	0.00	7,500.00	0.00
509-9200 UNIFORM EXPENSE	2,500.00	0.00	0.00	2,500.00	0.00
509-9210 BOAT MAINTENANCE EXPENSE	1,000.00 (	7.44) (	7.44)	1,007.44	0.74-
509-9215 05 POLICE VEH PAYMENT	0.00	0.00	0.00	0.00	0.00
509-9220 LAKE REPAIR & MAINT EXPENSE	1,000.00	0.00	0.00	1,000.00	0.00
509-9221 COMMUNITY EVENTS EXPENSE	2,500.00	0.00	0.00	2,500.00	0.00
509-9230 INTEREST EXPENSE - FMCC	0.00	0.00	0.00	0.00	0.00
509-9240 BULLET PROOF VEST MATCH	0.00	0.00	0.00	0.00	0.00
509-9300 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE DEPARTMENT	449,917.00	24,448.85	24,448.85	425,468.15	5.43

CITY OF RANSOM CANYON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2023

01 -GENERAL FUND
 ROADS AND GROUNDS DEPT
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
511-1000 PAYROLL	77,337.00	5,423.56	5,423.56	71,913.44	7.01
511-1100 STREET SWEEPING EXPENSE	7,000.00	0.00	0.00	7,000.00	0.00
511-1101 CONTRACT ROAD REPAIR EXPENSE	0.00	0.00	0.00	0.00	0.00
511-1110 EQUIPMENT REPAIR	2,000.00	94.55	94.55	1,905.45	4.73
511-1115 GROUNDS MAINTENANCE EXPENSE	7,000.00	0.00	0.00	7,000.00	0.00
511-1120 MATERIALS & SUPPLIES EXPENSE	3,000.00 (	46.45) (	46.45)	3,046.45	1.55-
511-1124 STREET SIGNS EXPENSE	1,300.00 (	155.00) (	155.00)	1,455.00	11.92-
511-1130 TREE TRIMMING EXPENSE	2,000.00	200.00	200.00	1,800.00	10.00
511-1140 PARK EXPENSES	8,000.00	141.18	141.18	7,858.82	1.76
511-1300 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL ROADS AND GROUNDS DEPT	107,637.00	5,657.84	5,657.84	101,979.16	5.26

CITY OF RANSOM CANYON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2023

01 -GENERAL FUND
 PAYROLL DEPARTMENT
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
513-1301 ADMINISTRATION EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1302 OPERATIONS EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1303 POLICE EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1304 MEDICAL INSURANCE EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1306 LONGEVITY EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1310 PAYROLL SERVICE EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1311 PAYROLL TAX EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1325 TMRS EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1350 WORKERS COMP EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1355 POLICE WORKERS COMP EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1360 CITY SEC FUEL REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
TOTAL PAYROLL DEPARTMENT	0.00	0.00	0.00	0.00	0.00

CITY OF RANSOM CANYON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2023

01 -GENERAL FUND
 CAPITAL EXPENDITURES
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
520-4900 BUDGETED SURPLUS TRANSFER	0.00	0.00	0.00	0.00	0.00
520-4910 CONSTRUCTION SAVINGS	0.00	0.00	0.00	0.00	0.00
520-4920 OPERATING RESERVE	0.00	0.00	0.00	0.00	0.00
520-5000 POLICE DEPT VEHICLE	0.00	0.00	0.00	0.00	0.00
520-5005 DAM REPAIR	0.00	0.00	0.00	0.00	0.00
520-5007 E LAKE SHORE DR SAVINGS PLAN	0.00	0.00	0.00	0.00	0.00
520-5008 DEBT PMT SEWER LINE REPAIR	0.00	0.00	0.00	0.00	0.00
520-5009 POLICE VEHICLE	0.00	0.00	0.00	0.00	0.00
520-5010 SEAL COAT/STREET REPAIRS	0.00	32,457.00	32,457.00 (	32,457.00)	0.00
520-5011 SEWER JETTER	0.00	0.00	0.00	0.00	0.00
520-5012 OPERATIONS VEHICLE	0.00	0.00	0.00	0.00	0.00
520-5015 CITY HALL DEBT PAYMENT	0.00	0.00	0.00	0.00	0.00
520-5016 CITY HALL	0.00	0.00	0.00	0.00	0.00
520-5017 CITY HALL REPAIRS/FURNITURE	0.00	0.00	0.00	0.00	0.00
520-5018 CITY PARK IMPROVEMENTS	200,000.00	0.00	0.00	200,000.00	0.00
520-5027 SHREDDER	0.00	0.00	0.00	0.00	0.00
520-5028 SECO GRANT CITY HALL WINDOWS	0.00	0.00	0.00	0.00	0.00
520-5029 WATER & SEWER LINE REPAIR	0.00	0.00	0.00	0.00	0.00
520-5030 WATER TANK REPAIR CIP	0.00	0.00	0.00	0.00	0.00
520-5071 SEWER PLANT MUFFLER REPAIR	0.00	0.00	0.00	0.00	0.00
520-5072 SEWER REPAIR ENGINEERING	0.00	0.00	0.00	0.00	0.00
520-5073 SEWER PLANT REHABILITATION	0.00	0.00	0.00	0.00	0.00
520-5080 ROOSEVELT WATER LINE	0.00	0.00	0.00	0.00	0.00
520-5081 FERRARA FIRE TRUCKS (2)	0.00	0.00	0.00	0.00	0.00
520-5085 WATER SYSTEM VAULT & VALVE FR	0.00	0.00	0.00	0.00	0.00
520-5090 MASTER CONTROL VALVE	0.00	0.00	0.00	0.00	0.00
520-5095 ISOLATION VALVE FRONT ROAD VA	0.00	0.00	0.00	0.00	0.00
520-5101 LEGAL/ENGINEERING,CCN/WATERLI	0.00	0.00	0.00	0.00	0.00
520-5102 ENGINEERING, ZONING CODE	0.00	0.00	0.00	0.00	0.00
520-5120 CROFOOT VAULT & METER	0.00	0.00	0.00	0.00	0.00
520-5150 PRUSSURE SUSTAINING VALVES-FR	0.00	0.00	0.00	0.00	0.00
520-5160 CAMERA SYSTEMS	0.00	0.00	0.00	0.00	0.00
520-5200 GARAGE ADDITION	0.00	0.00	0.00	0.00	0.00
520-5300 WATER METER REPLACEMENT PROG	30,000.00	0.00	0.00	30,000.00	0.00
520-5400 DUMP TRAILER	0.00	0.00	0.00	0.00	0.00
520-5500 POLICE VEHICLE JAG GRANT	0.00	0.00	0.00	0.00	0.00
520-5600 METAL DETECTOR	0.00	0.00	0.00	0.00	0.00
520-5700 SKID LOADER	0.00	0.00	0.00	0.00	0.00
520-5701 VACTRON	0.00	0.00	0.00	0.00	0.00
520-5800 BUFFALO FLOW METER	0.00	0.00	0.00	0.00	0.00
520-5810 EMERGENCY ROAD	0.00	0.00	0.00	0.00	0.00
520-5811 LAWN MOWER	0.00	0.00	0.00	0.00	0.00
520-5812 LAND ACQUISITION	0.00	0.00	0.00	0.00	0.00
520-5813 FIRE TRUCK	35,000.00	0.00	0.00	35,000.00	0.00
TOTAL CAPITAL EXPENDITURES	265,000.00	32,457.00	32,457.00	232,543.00	12.25

VENDOR SET: 01 City of Ransom Canyon

BANK: * ALL BANKS

DATE RANGE: 10/01/2023 THRU 10/31/2023

VENDOR I. D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATU
0023	COMPUTER TRANSITION SERVICES,						
C-CHECK	COMPUTER TRANSITION SERV	VOIDED	V 10/16/2023			020209	
0039	LESLIE RANDOLPH						
C-CHECK	LESLIE RANDOLPH	VOIDED	V 10/16/2023			020210	
0056	TAS UNITED						
C-CHECK	TAS UNITED	VOIDED	V 10/16/2023			020211	
0360	CAPROCK WASTE - MUNICIPAL SERV						
C-CHECK	CAPROCK WASTE - MUNICIPAL	VOIDED	V 10/16/2023			020214	
0710	GEBO DISTRIBUTING CO., INC						
C-CHECK	GEBO DISTRIBUTING CO., I	VOIDED	V 10/16/2023			020216	
1070	LUBBOCK GRADER BLADE						
C-CHECK	LUBBOCK GRADER BLADE	VOIDED	V 10/16/2023			020218	
1300	O D KENNEY						
C-CHECK	O D KENNEY	VOIDED	V 10/16/2023			020220	
2520	DISH NETWORK						
C-CHECK	DISH NETWORK	VOIDED	V 10/16/2023			020223	
5300	CAPROCK WASTE - ROLL OFF						
C-CHECK	CAPROCK WASTE - ROLL OFF	VOIDED	V 10/16/2023			020225	
5370	CORY NEEDHAM						
C-CHECK	CORY NEEDHAM	VOIDED	V 10/16/2023			020226	
6700	WATERMASTER IRRIGATION SUPPLY,						
C-CHECK	WATERMASTER IRRIGATION	VOIDED	V 10/16/2023			020228	
7200	CITY OF LUBBOCK UTILITIES WATE						
C-CHECK	CITY OF LUBBOCK UTILITIE	VOIDED	V 10/16/2023			020229	
8260	JANA TREW						
C-CHECK	JANA TREW	VOIDED	V 10/16/2023			020231	
8510	ELENA QUINTANILLA						
C-CHECK	ELENA QUINTANILLA	VOIDED	V 10/16/2023			020232	
9700	CSI: LUBBOCK						
C-CHECK	CSI: LUBBOCK	VOIDED	V 10/16/2023			020234	
9980	ARAMARK						
C-CHECK	ARAMARK	VOIDED	V 10/16/2023			020235	

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CH
REGULAR CHECKS:	0	0.00	0.00	
HAND CHECKS:	0	0.00	0.00	
DRAFTS:	0	0.00	0.00	
EFT:	0	0.00	0.00	
NON CHECKS:	0	0.00	0.00	

VOID CHECKS:	16 VOID DEBITS	0.00		
	VOID CREDITS	107,099.12CR	107,099.12CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CH
VENDOR SET: 01 BANK: * TOTALS:	16	107,099.12CR	0.00	
BANK: * TOTALS:	16	107,099.12CR	0.00	

VENDOR SET: 01 City of Ransom Canyon

BANK: APCO AP CITIZENS OPERATING

DATE RANGE: 10/01/2023 THRU 10/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATU
0023	COMPUTER TRANSITION SERVICES, COMPUTER TRANSITION SERVICES,	V	10/16/2023	1,867.18		020209	
I-202306076878							
0023	COMPUTER TRANSITION SERVICES, COMPUTER TRANSITION SERVVOIDED	V	10/16/2023			020209	
M-CHECK							
0039	LESLIE RANDOLPH LESLIE RANDOLPH	V	10/16/2023	69.96		020210	
I-202306076876							
0039	LESLIE RANDOLPH LESLIE RANDOLPH	VOIDED V	10/16/2023			020210	
M-CHECK							
0056	TAS UNITED TAS UNITED	V	10/16/2023	115.85		020211	
I-060123							
I-9138067195-100123	TAS UNITED	V	10/16/2023	115.85		020211	
0056	TAS UNITED TAS UNITED	VOIDED V	10/16/2023			020211	
M-CHECK							
0069	LUBEPRO/LPIX, LLC LUBEPRO/LPIX, LLC	R	10/16/2023	142.00		020212	
I-202310167013							
0164	MISSOURI PETROLEUM PRODUCTS CO MISSOURI PETROLEUM PRODUCTS CO	R	10/16/2023	32,457.00		020213	
I-23205-RANSOM CANYO							
0360	CAPROCK WASTE - MUNICIPAL SERV CAPROCK WASTE - MUNICIPAL SERV	V	10/16/2023	7,945.00		020214	
I-2685955V114							
I-2825263V114	CAPROCK WASTE - MUNICIPAL SERV	V	10/16/2023	8,010.00		020214	
0360	CAPROCK WASTE - MUNICIPAL SERV CAPROCK WASTE - MUNICIPALVOIDED	V	10/16/2023			020214	
M-CHECK							
0600	DPC INDUSTRIES, INC DPC INDUSTRIES, INC	R	10/16/2023	70.00		020215	
I-DE75002176-23							
0710	GEBO DISTRIBUTING CO., INC GEBO DISTRIBUTING CO., INC	V	10/16/2023	46.45		020216	
I-22942							
0710	GEBO DISTRIBUTING CO., INC GEBO DISTRIBUTING CO., IVOIDED	V	10/16/2023			020216	
M-CHECK							
0830	HOME DEPOT CREDIT SERVICES HOME DEPOT CREDIT SERVICES	R	10/16/2023	52.43		020217	
I-2972500							

VENDOR SET: 01 City of Ransom Canyon

BANK: APCO AP CITIZENS OPERATING

DATE RANGE: 10/01/2023 THRU 10/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATU
6040	CITY OF LUBBOCK						
I-202310167011	CITY OF LUBBOCK	R	10/16/2023	179.65		020227	
6700	WATERMASTER IRRIGATION SUPPLY,						
I-PSI-023626	WATERMASTER IRRIGATION SUPPLY,	V	10/16/2023	308.24		020228	
I-PSI-029509	WATERMASTER IRRIGATION SUPPLY,	V	10/16/2023	141.18		020228	
6700	WATERMASTER IRRIGATION SUPPLY,						
M-CHECK	WATERMASTER IRRIGATION SVOIDED	V	10/16/2023			020228	
7200	CITY OF LUBBOCK UTILITIES WATE						
I-202306076880	CITY OF LUBBOCK UTILITIES WATE	V	10/16/2023	31,001.94		020229	
I-202310167012	CITY OF LUBBOCK UTILITIES WATE	V	10/16/2023	48,042.76		020229	
7200	CITY OF LUBBOCK UTILITIES WATE						
M-CHECK	CITY OF LUBBOCK UTILITIEVOIDED	V	10/16/2023			020229	
8120	NOVA HEALTHCARE, PA						
I-000002465201	NOVA HEALTHCARE, PA	R	10/16/2023	93.75		020230	
8260	JANA TREW						
I-202310027000	JANA TREW	V	10/16/2023	591.53		020231	
8260	JANA TREW						
M-CHECK	JANA TREW	VOIDED V	10/16/2023			020231	
8510	ELENA QUINTANILLA						
I-202306076877	ELENA QUINTANILLA	V	10/16/2023	697.88		020232	
I-202309296995	ELENA QUINTANILLA	V	10/16/2023	591.53		020232	
8510	ELENA QUINTANILLA						
M-CHECK	ELENA QUINTANILLA	VOIDED V	10/16/2023			020232	
9060	BOJORQUEZ LAW FIRM, PC						
I-11703	BOJORQUEZ LAW FIRM, PC	R	10/16/2023	540.50		020233	
9700	CSI: LUBBOCK						
I-15146	CSI: LUBBOCK	V	10/16/2023	30.00		020234	
9700	CSI: LUBBOCK						
M-CHECK	CSI: LUBBOCK	VOIDED V	10/16/2023			020234	
9980	ARAMARK						
I-202306076882	ARAMARK	V	10/16/2023	1,529.69		020235	

VENDOR SET: 01 City of Ransom Canyon

BANK: APCO AP CITIZENS OPERATING

DATE RANGE: 10/01/2023 THRU 10/31/2023

VENDOR I. D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATU
1540	VICTOR INSURANCE MANAGERS, INC						
I-61BSBHJ1852	VICTOR INSURANCE MANAGERS, INC	R	10/19/2023	140.00		020250	
1600	SMITH FORD						
I-F69557	SMITH FORD	R	10/19/2023	7.00		020251	
3220	LOWER COLORADO RIVER AUTHORITY						
I-LAB-0069294	LOWER COLORADO RIVER AUTHORITY	R	10/19/2023	115.70		020252	
3440	AREA WIDE INSPECTION SERVICE						
I-202310197023	AREA WIDE INSPECTION SERVICE	R	10/19/2023	675.00		020253	
3700	EUROFINS LLC						
I-757002145.23	EUROFINS LLC	R	10/19/2023	234.00		020254	
6700	WATERMASTER IRRIGATION SUPPLY,						
I-PSI-031030	WATERMASTER IRRIGATION SUPPLY,	R	10/19/2023	141.99		020255	
8510	ELENA QUINTANILLA						
I-202310197022	ELENA QUINTANILLA	R	10/19/2023	582.77		020256	
9700	CSI: LUBBOCK						
I-15874	CSI: LUBBOCK	R	10/19/2023	30.00		020257	

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CH
REGULAR CHECKS:	46	215,790.99	0.00	
HAND CHECKS:	0	0.00	0.00	
DRAFTS:	0	0.00	0.00	
EFT:	2	2,008.16	0.00	
NON CHECKS:	0	0.00	0.00	
VOID CHECKS:	16 VOID DEBITS	0.00		
	VOID CREDITS	107,099.12CR	107,099.12CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CH
VENDOR SET: 01 BANK: APCO TOTALS:	64	110,700.03	0.00	
BANK: APCO TOTALS:	64	110,700.03	0.00	

SELECTION CRITERIA

VENDOR SET: 01-CITY OF RANSOM CANYON
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 10/01/2023 THRU 10/31/2023
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

OCT 30 2023

PAGE 1 of 5

Visit us at SamsClubCredit.com/businesscard or Call 1-866-220-2760

Payment Information



New Balance: \$8,376.95
Total Minimum Payment Due: \$349.00
Payment Due Date: 11/12/2023

Payments must be received by 5pm ET on 11/12/2023 if mailed, or by 11:59pm ET on 11/12/2023 for online and phone payments.

MEMBER SERVICE: For Account Information log on to SamsClubCredit.com/businesscard. This account is not registered. The authentication code is 9UAR558. Or call toll free 1-866-220-2760.

To make a payment, please visit us online or mail your payment using the coupon below. Payments are also accepted at your local CheckFreePay* or MoneyGram locations*. * Fees may apply.

Account Summary

Previous Balance as of 09/24/2023 \$3,763.53
Payments -3,763.53
Other Credits 24.99
Purchases/Debits + 8,401.94
New Balance as of 10/23/2023 \$8,376.95
30 Day Billing Cycle from 09/24/2023 to 10/23/2023

Credit Limit \$25,000
Available Credit \$16,623
Cash Advance Limit \$5,000
Available Cash \$5,000

Rewards Summary

5% earned on Gas/EVCharging \$5.88
3% earned on Dining \$5.64
1% earned on Other Purchases \$78.73
3% earned on Sam's Club Purchases \$5.95
Rewards this Statement \$96.20
Total Rewards Earned 2023 \$643.51

Total Rewards earned 2023



■ \$22.63 on Gas /EVCharging
■ \$51.60 on Dining
■ \$521.17 on other purchases
■ \$48.11 on Sam's Club Purchases

6709 0007 HJJ 1 7 23 251025 PAGE 1 of 5 1469 1000 8653 01FW6709 168931

Use blue or black ink.
detach & mail with your
check.

Account Number [REDACTED]
New Balance \$8,376.95
Total Minimum Payment Due \$349.00
Payment Due Date 11/12/2023

Amount \$
Enclosed

VIEW AND PAY YOUR BILL ONLINE!
SamsClubCredit.com/businesscard

No other correspondence please.
Print new address or email changes on back.

MARIA QUINTANILLA
TOWN OF RANSOM CANYON
24 LEE KITCHENS DR
RANSOM CANYON TX 79366 2200

168933
0210



Make SAM'S CLUB MC/SYNCB
Payment PO BOX 71712
to PHILADELPHIA, PA 19176-1712



00349000376353 003490000837695 000556053 1040175 85822

Transaction Detail (Continued)

Date	Reference #	Description	Amount
		FOLIO #993182	
10/10	02305378W00J01KDP	USPS PO 4884150494 SLATON TX	\$8.56
10/12	55310208Y8B2Z3KJ3	COPPER CABOOSE LUBBOCK TX	\$101.91
10/16	85560539201QADXNW	SAM'S CLUB 008270 LUBBOCK TX	\$89.92
		SAM'S/WAL. MART PURCHASE(S)	
10/17	754566792566GZ6MZ	W TX REGIONAL WTR UTIL LUBBOCK TX	\$720.00
		HAROLD NEEDHAM	
		TOTAL [REDACTED] \$1,221.21	
09/27	55429508EML1FHPAD	ADOBE *ACROPRO SUBS 4085366000 CA	\$21.44
09/28	75306378F60N386FA	LUBBOCK CO SVC FEE FORT WORTH TX	\$0.16
09/28	75306378F60N386KY	LUBBOCK CO, TX TAC. MV LUBBOCK TX	\$7.50
10/03	15270218L01Z1HEJ1	S.II. INC. IRVINE CA	\$430.00
10/06	55432868P631521A4	IN *MIGHTY WASH OPERAT 806 7015830 TX	\$14.00
10/11	02305378X2X9ABV8L	OFFICE DEPOT #196 LUBBOCK TX	\$389.41
10/12	02305378YEHZQ9G6N	OFFICE DEPOT #196 LUBBOCK TX	\$78.73
10/16	0230537922X9304AK	OFFICEMAX/DEPOT 6196 LUBBOCK TX	\$63.57
		JAMES HILL	
		TOTAL [REDACTED] \$1,004.81	
09/25	85184128D566DKEH8	TEXAS MUNICIPAL CLERKS 940 5653488 TX	\$350.00
09/25	55436878D7LLZ54V1	HILTON ADVPURCH8002367 MEMPHIS TN	\$298.28
		FOLIO #1011437930	
10/03	02305378M2X98W00J	OFFICE DEPOT #1079 GRAND PRAIRIE TX	\$364.22
10/16	0230537922X9305BB	OFFICE DEPOT #1079 GRAND PRAIRIE TX	\$1,199.92
		LESLIE RANDOLPH	
		TOTAL [REDACTED] \$2,212.42	
09/22	55417348B4PG1Q7R6	DRURY INNS WICHITA KS	\$650.36
		FOLIO #DNV3YC995	
09/22	82711168A00022Y89	CRICUT SOUTH JORDAN UT	\$128.57
10/04	85560538N01AD2M4T	SAM'S CLUB 008270 LUBBOCK TX	\$108.49
		SAM'S/WAL. MART PURCHASE(S)	
10/06	05436848R00B2YB7K	DOLLAR TREE LUBBOCK TX	\$220.00
10/15	5531020902DLWRKT4	AMZN MKTP US*TP8CU4061 SEATTLE WA	\$17.99
10/19	5531020942DZ3YX0M	AMAZON.COM*VA2QK1AY3 SEATTLE WA	\$14.41
10/22	5531020972DKPHZRB	AMAZON.COM*TD9T974R1 SEATTLE WA	\$13.64
10/22	5531020972E0739YP	AMZN MKTP US*FDBA83L21 SEATTLE WA	\$159.93
		ANGELIA FIKES	
		TOTAL [REDACTED] \$1,313.39	
Total Fees Charged This Period			\$0.00
Total Interest Charged This Period			\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

(v) = Variable Rate

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Regular Purchases	N/A	29.99% (v)	\$0.00	\$0.00
Cash Advances	N/A	29.99% (v)	\$0.00	\$0.00

THE PERIODIC RATE SHOWN ON THIS STATEMENT MAY VARY.

Cardholder News and Information

Did you know your Mastercard offers Mastercard ID Theft Protection. For more information about this benefit or to view the current benefits offered by Mastercard, please visit: <https://www.mastercard.us/SmallBusinessBenefits>

NOTICE: We may convert your payment into an electronic debit. See back of page one for details, Billing Rights and other important information.

Member News and Information

For more information about the Sam's Club® Mastercard® Reward Program terms, log on to SamsClubCredit.com/credit or call the 24 Hour Credit Card Service phone number of the back of your card.

Interested in changing your due date for your Sam's Club® credit card account? Call the Credit Customer Service phone number, located on your billing statement and on the back of your Sam's Club® credit card, to determine eligibility and discuss available options.

Go green and support the environment with paperless statements! All you have to do is visit SamsClubCredit.com/businesscard to sign up. Register today to start receiving your statements online.

Town of Ransom Canyon
Financial Investment Report
Balance for October 1 - October 31, 2023

INTEREST BEARING CASH ACCOUNTS AT DEPOSITORY BANK

Investment Type/Institution	Annual Percentage Ending Rate of Interest	Maturity Date	Beginning Balance	Ending Balance	Interest Accrued	YTD Interest
Construction Account (Centennial Bank)	5.50%	N/A	\$ 686,949.69	\$ 690,158.69	\$ 3,208.90	\$ 35,169.96
Reserve Account (Centennial Bank)	5.50%	N/A	\$ 266,615.38	\$ 267,860.80	\$ 1,245.42	\$ 13,649.99
Operating Account (Centennial Bank)	5.50%	N/A	\$ 255,907.87	\$ 158,294.50	\$ 1,119.74	\$ 10,394.75
Interest and Sinking Account (Centennial Bank)	5.50%	N/A	\$ 45,094.51	\$ 45,305.16	\$ 210.65	\$ 25,563.74
Police Seizure Account (Centennial Bank)	0.00%	N/A	\$ -	\$ -	\$ -	\$ -
Police LEOSE Account (Centennial Bank)	0.00%	N/A	\$ -	\$ -	\$ -	\$ -
Interest & Sinking Water 2020 Development	0.05%	N/A	\$ 162,754.11	\$ 162,761.02	\$ 6.91	\$ 78.43
Series 2020 Construction Fund	0.00%	N/A	\$ 244,715.00	\$ 244,715.00	\$ -	\$ -
	22.05%	N/A	\$ 1,662,036.56	\$ 1,569,095.17	\$ 5,791.62	\$ 84,856.87

DISCUSSION ITEM #5:

Audit

(Auditors will

Distribute final Audit

on City Council day)

AGENDA ITEM 6:
Certificates of
Obligation Resolution
(THIS IS A DRAFT)

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF RANSOM CANYON, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES OF OBLIGATION; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

STATE OF TEXAS §
COUNTY OF LUBBOCK §
TOWN OF RANSOM CANYON §

WHEREAS, the City Council of the Town of Ransom Canyon, Texas (the "Issuer") deems it advisable to issue Certificates of Obligation in the amount and for the purposes hereinafter set forth;

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code;

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation;

WHEREAS, said notice has been continuously posted on the Issuer's website for at least 45 days before the date tentatively set for the passage of this ordinance and duly published in a newspaper of general circulation in the Issuer, said newspaper being a "newspaper" as defined in § 2051.044, Texas Government Code, as amended; and

WHEREAS, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be to the best interest of the Issuer that said interest-bearing Certificates of Obligation be issued; 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 time, place and subject matter of the public business to be considered and acted upon at 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 COUNCIL OF THE TOWN OF RANSOM CANYON, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. 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. The certificates of the Town of Ransom Canyon, Texas are hereby authorized to be issued and delivered in the aggregate principal amount of \$[] for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) acquiring, constructing, installing, and equipping additions, improvements, extensions, and equipment for the Issuer's sewer system, including repairing, replacing, rehabilitating and constructing wastewater treatment plant, sewer lines, valves, manholes, lift stations, force mains, service connections and related infrastructure; and (ii) paying legal, fiscal and engineering fees in connection with such projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "TOWN OF RANSOM CANYON, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2023," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated November 1, 2023, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 9 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as 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 term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints UMB Bank, N.A., Dallas, Texas, to serve as paying agent and registrar for the Certificates (the "Paying Agent/Registrar"). The Mayor or City Administrator is authorized and directed to execute 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 at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (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 Certificate to which payments with respect to the Certificates 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 Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates 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 Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal 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 Certificates, 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 Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, 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.

(e) Payment to Registered Owner. 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 Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates 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 Certificates 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 printed certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates 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 Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. 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.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 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 Certificates, 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 Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate 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 subsections (i) and (j) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The execution and delivery of a Blanket Issuer Letter of Representations of the Issuer to DTC is hereby ratified, confirmed and in all things approved; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Blanket Issuer Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates 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 Certificates. 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 Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. 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.

(k) 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 Certificates that they be able to obtain certificated Certificates, 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 Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates 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 Certificates shall designate, in accordance with the provisions of this Ordinance.

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

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates 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 Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates 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 Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the initial purchaser of the Certificates or its designee, executed by manual or facsimile signature of the President and Secretary of the Board, 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 Certificate, the Paying Agent/Registrar shall insert the Issuance Date on Certificate No. T-1, cancel each of the initial Certificates and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates 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 Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, 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 Certificates 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.

(a) Form of Certificate.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS TOWN OF RANSOM CANYON, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION SERIES 2023	PRINCIPAL AMOUNT \$ _____
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Interest Rate	Delivery Date	Maturity Date	CUSIP No.
	December 14, 2023	February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the Town of Ransom Canyon, in Lubbock 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 the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on August 15, 2024 and semiannually on each February 15 and August 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate 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 Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of UMB Bank, N.A., Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate 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 Certificate (the "Certificate 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 at the close of business on the last business 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 Certificate 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 Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate 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 CERTIFICATE is one of a series of Certificates dated November 1, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[] for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) acquiring, constructing, installing, and equipping additions, improvements, extensions, and equipment for the Issuer's sewer system, including repairing, replacing, rehabilitating and constructing wastewater treatment plant, sewer lines, valves, manholes, lift stations, force mains, service connections and related infrastructure; and (ii) paying legal, fiscal and engineering fees in connection with such projects (collectively, the "Project").

ON FEBRUARY 15, 2033, or any date thereafter, the Certificates of this series 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 Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate 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.

THE CERTIFICATES scheduled to mature on February 15 in the years 20__, 20__ and 20__ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Certificate
Maturity: February 15, 20__

Mandatory Redemption Date	Principal Amount (\$)
February 15, 20__	
February 15, 20__	
February 15, 20__ (maturity)	

Term Certificate
Maturity: February 15, 20__

Mandatory Redemption Date	Principal Amount (\$)
February 15, 20__	
February 15, 20__	
February 15, 20__ (maturity)	

Term Certificate
Maturity: February 15, 20__

Mandatory Redemption Date	Principal Amount (\$)
February 15, 20__	
February 15, 20__	
February 15, 20__	
February 15, 20__ (maturity)	

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 45 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates 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, to the registered owner of each Certificate 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 Certificate. 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 Certificates 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 Certificates 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 Certificate shall be redeemed, a substitute Certificate or Certificates 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 Certificate Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate 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 certificates, 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 Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate 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 Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate 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 Certificate 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 Certificate 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 Certificate 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 Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate 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 Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate 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 Certificate have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, 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, and that this Certificate is additionally secured by and payable from a pledge of the surplus net revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or any part of the net revenues of the Issuer's waterworks and sewer system, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate 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 Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate 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 Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

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

(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 Certificate 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 Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates 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: _____.

UMB BANK, N.A.,
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

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

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of
the within Certificate 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 Certificate 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 Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate 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 Certificate Insertions.

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

A. immediately under the name of the Certificate, 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 TOWN OF RANSOM CANYON, TEXAS, in Lubbock 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 February 15 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>
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(Information from Section 2 to be inserted)

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 the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on August 15, 2024, and semiannually on each February 15 and August 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate 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 Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

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

Section 5. TAX LEVY; INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) 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 Certificates. Any amounts received from the sale of the Certificates 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 Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates 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 Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates 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 Certificates 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 Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by and payable from revenues of the Issuer's waterworks and sewer system (the "System") that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the System, such revenues constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit, or budgeted for deposit as hereinafter provided, 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 subsection (a) of this section may be reduced to the extent and by the amount of the revenues then on deposit, or budgeted for deposit as hereinafter provided, in the Sinking Fund. However, if the Surplus Revenues are budgeted for deposit into the Interest and Sinking Fund, the Issuer:

(i) shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Surplus Revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the Certificates; and

(ii) shall at all times maintain and collect sufficient System rates and charges in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System, produce net revenues in an amount sufficient to pay all outstanding revenue bonds and other obligations of the Issuer which are secured in whole or in part by a pledge of revenues of the System and for which the Issuer is budgeting the repayment of such obligations from the revenues of the System.

(c) Article 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues 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 Certificates 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 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, 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 Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate 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 or the pledge of Surplus Revenues 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 such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (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 Certificates that is made in conjunction with the payment arrangements specified in subsection 6(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 Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates 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 be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates 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 Certificates 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 6(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 Certificates, 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 Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates 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 Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate 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 Certificate, 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 Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate 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 Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate 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 certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986 (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 Certificates (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 Certificates, 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 Certificates 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" that 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 that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (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 that would otherwise result in the Certificates 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 Certificates 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 Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

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

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

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

(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 Certificates) 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 Certificates 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; and

(10) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), 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 holders of the Certificates. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), 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 bonds expended prior to the date of issuance of the Certificates. 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 that modify or expand provisions of the Code, as applicable to the Certificates, 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 Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, 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 Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, City Secretary, and City Administrator of the Issuer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. 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) Disposition of Project. The Issuer covenants that the Project will not be sold or otherwise disposed 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 Certificates. 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 Certificates. 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 a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Designation as Qualified Tax-Exempt Obligation. The Issuer hereby designates the Certificates as “qualified tax-exempt obligations” as defined in section 265(b)(3) of the Code, conditioned upon the Purchaser identified in Section 9 hereof certifying that the aggregate initial offering price of the Certificates 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 Certificates are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Certificates, 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 Certificates 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 Certificates will not be considered “private activity bonds” within the meaning of section 141 of the Code.

Section 9. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Certificates are hereby sold and shall be delivered to [NAME OF WINNING BIDDER] (the "Purchaser"), for cash for the par value thereof plus a cash premium of \$[_____], pursuant to the terms of the Official Notice of Sale and Bidding Instructions, Official Bid Form, and Preliminary Official Statement dated as of November 3, 2023. The Certificates shall initially be registered in the name of such Purchaser or its designee. It is officially found, determined, and declared that the Certificates have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to the Official Notice of Sale and Bidding Instructions, Official Bid Form, and Preliminary Official Statement prepared and distributed in connection with the sale of the Certificates. Said Official Notice of Sale and Bidding Instructions, Official Bid Form, and Preliminary Official Statement, and any addenda, supplement, or amendment thereto have been and are hereby approved by the governing body of the Issuer, and their use in the offer and sale of the Certificates is hereby approved.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated November 3, 2023, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, City Administrator, and City Secretary, 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 documents, certificates and 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 Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates 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 Certificates 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 Certificates, 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 Certificates 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 Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser 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 Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND; SECURITY FOR DEPOSITS.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2023 Certificate of Obligation Construction Fund" (the "Construction Fund") for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

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

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b); provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) 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 Board.

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

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

(b) Annual Reports.

The Issuer shall provide annually to the MSRB financial information and operating data with respect to the Issuer of the general type included in the Official Statement for the Certificates, but only to the extent such information is customarily prepared by the Issuer and is publicly available. The Issuer will additionally provide audited financial statements within 12 months after the end of each fiscal year ending in or after 2023. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the notes to the financial statements included in the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial information that is available to the Issuer by the required time and will provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available. Such information shall be transmitted electronically to the MSRB, in such format and accompanied by such identifying information as prescribed by the MSRB.

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 document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

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

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

- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, 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 of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, 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.

For these purposes, (i) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body 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, and (ii) "Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

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

(d) Limitations, Disclaimers, and Amendments.

(i) 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 Certificates 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 Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, 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 Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE 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.

(iv) 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.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. 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 Certificates in the primary offering of the Certificates 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 Certificates 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 Certificates. 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 Certificates in the primary offering of the Certificates. 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.

Section 14. 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 holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (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 holders, (iv) 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 (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates 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 holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of Certificates 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 Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in the City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that 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 holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such

period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder 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 holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

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

Section 15. DEFAULT AND REMEDIES

(a) 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:

(i) the failure to make payment of the principal of or interest on any of the Certificates 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 of the Certificates, 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.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered 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 Registered 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 Registered Owners hereunder or any combination of such remedies.

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

(c) Remedies Not Exclusive.

(i) 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 Certificates 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 Certificates shall not be available as a remedy under this Ordinance.

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

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered 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 or employees of the Issuer or the City Council.

Section 16. APPROPRIATION. To pay the debt service coming due on the Certificates, if any, 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 17. PREMIUM. The Certificates are being sold at a net premium equal to \$[_____]. With respect to such premium attributable to the Certificates, \$[_____] shall be used to pay Purchaser's discount, \$[_____] shall be used to pay costs of issuance, and \$[_____] shall be deposited into the Construction Fund.

Section 18. 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 Council.

Section 19. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

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AGENDA ITEM 7:
Water Rate Ordinance

ORDINANCE NO. 23-001114

DATE PASSED: FIRST READING

PERTAINING TO: WATER RATES

DATE EFFECTIVE: January 1, 2024

AN ORDINANCE AMENDING ORDINANCE NUMBER 20-001208, KNOWN AS THE WATER AND SEWER RATES ORDINANCE, PROVIDING FOR AN INCREASE IN THE WATER RATES IN SECTIONS ONE AND TWO; PROVIDING FOR RATES TO CUSTOMERS OUTSIDE THE CITY LIMITS IN SECTION TWO; REPEALING ALL ORDINANCES OR SECTIONS IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL FOR THE TOWN OF RANSOM CANYON, TEXAS, BY ITS MAYOR AND ALDERMEN:

SECTION 1: THAT rates for the furnishing of water to the residents of the Town of Ransom Canyon are hereby established as follows:

- a. Base Rate for each meter, monthly \$48.25
- b. Water Rates:
 - a. \$5.72 per 1,000 gallons of usage up to 5,000 gallons
 - b. \$7.22 per 1,000 gallons of usage over 5,000 gallons up to 14,000 gallons
 - c. \$8.20 per 1,000 gallons for usage over 14,000 gallons

SECTION 2: THAT rates for furnishing of water to customers outside the city limits will be as follows:

- a. Base Rate for each meter, monthly \$68.25
- b. Water Rates: 120% of the water rates established for residents in Section 1.

SECTION 3: THAT the following rates are hereby established for sewer charges:

- a. Sanitary Sewer Service, monthly \$43.00

SECTION 4: THAT if payment is made for either sewer or water services with a negotiable check or credit card and such payment is refused by the bank on which such is drawn, the City Administrator shall notify the customer and assess an additional charge of \$25.00 for processing such declined payment.

SECTION 5: THAT the fee for re-connecting a home to water and sewer service after disconnection for non-payment shall be \$50.00.

SECTION 6: THAT this Ordinance shall become effective beginning January 1, 2024.

SECTION 7: THAT the City Council finds and declares that sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a designated place

convenient to the public at the City Hall for the time required by law preceding this meeting. That such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents of posting hereof.

SECTION 8: THAT should any paragraph, section, sentence, phrase, clause, or word of this Ordinance be declared unconstitutional or invalid for any reason, the remained of this Ordinance shall not be affected thereby.

SECTION 9: THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

PASSED ON SECOND READING THIS _____ DAY OF DECEMBER 2023.

TOWN OF RANSOM CANYON

JANA TREW, MAYOR

ATTEST:

ELENA QUINTANILLA, CITY SECRETARY

APPROVED AS TO FORM:

GARRETT FERGUSON, ATTORNEY

AGENDA ITEM 8:
Volunteer Fire Dept.
Grant



LUBBOCK COUNTY
CONTRACTED FIRE DEPARTMENT
REQUEST FOR PUBLIC SAFETY
CRITICAL NEEDS FUNDING FY2024

In the FY24 Lubbock County Budget, the Lubbock County Commissioners Court have allocated a total of \$500,000 for Public Safety Critical Needs Funding to contracted fire departments in Lubbock County. These funds are separate and apart from the contractual Fire and Rescue Suppressions Services Interlocal Agreement and are not meant to function as a budget reduction mechanism for the fire department or to replace other source(s) of income by another governmental entity. This allocation is specifically allotted to supplement the fire department's budget in meeting the critical needs for equipment. They are meant to exclusively enhance the firefighting capabilities of the fire department and to facilitate the purchase of additional firefighting equipment and/or PPE to bolster the fire department's fire services and functions.

Lubbock County will distribute up to \$500,000 for Public Safety Critical Needs Funding with approved application between the 11 contracted fire departments that are in good standing with the County. Lubbock County shall not accrue any equity or ownership interest in any firefighting and/or PPE equipment purchased by the fire department and likewise, Lubbock County shall not be responsible for licensing, inspection, repairs or maintenance of any firefighting equipment and/or PPE purchased by the fire department. **Applications will be accepted through December 31, 2023. Completion of a funding request application does not guarantee Public Safety Critical Need Funding for any given entity.**

Applying for the Public Safety Critical Need Funding

- Applications for the Public Safety Critical Need Funding will be accepted through December 31, 2023.
- Completed applications must be actually received (not postmarked) by midnight on the submission deadline of December 31, 2023.
- Funding request should be submitted by email to the Lubbock County Office of Emergency Management at firereports@lubbockcounty.gov

OR

Lubbock County Office of Emergency Management
Attn: Clinton Thetford
P.O. Box 10536
Lubbock, TX 79408



LUBBOCK COUNTY
CONTRACTED FIRE DEPARTMENT
REQUEST FOR PUBLIC SAFETY
CRITICAL NEEDS FUNDING FY2024

Eligibility

- Fire departments must submit a complete application by the December 31, 2023 deadline.
- Fire departments must be contracted with Lubbock County for Fire and Rescue Suppression services.
- Contracted fire departments must be in compliance with all contractual obligations outline in the Fire and Rescue Suppression Interlocal Agreement.
- Eligible equipment purchases for firefighting equipment and/or personal protective equipment (PPE) related to fire and rescue services for the fire department must align with priority funding categories identified by Lubbock County.
- Purchases made with Public Safety Critical Needs Funding must be substantiated by required documentation. Unsubstantiated purchases will result in the ineligibility of the fire department for future Public Safety Critical Needs Funding, if any.

Requirements

- Fiscal year 2024 funds shall be used exclusively to enhance the firefighting capabilities of the fire department and to facilitate the purchase of additional firefighting equipment and/or PPE to bolster the fire department's fire services and functions.
- Equipment purchased with Public Safety Critical Needs Funding must be used to provide Fire and Rescue Services to the Citizens of Lubbock County.
- The fire department shall expend funds awarded by Lubbock County on the purchase of firefighting equipment and/or personal protective equipment (PPE) related to fire and rescue services for the fire department. The fire department's equipment must align with priority funding categories identified by Lubbock County. Categories include:
 1. Personal Protective Equipment
 2. Firefighting equipment related to fire and rescue services for the fire department (e.g. fire cache such as fire hoses, nozzles, rescue equipment, extrication equipment, hand tools, PPV fans, flashlights, ladders or other firefighting equipment).



LUBBOCK COUNTY
CONTRACTED FIRE DEPARTMENT
REQUEST FOR PUBLIC SAFETY
CRITICAL NEEDS FUNDING FY2024

3. Other equipment related to fire and rescue services for the fire department (e.g. Vehicles, Generators or associated equipment for vehicle maintenance).
- Any amount expended over awarded funds for the purchase of firefighting equipment and/or PPE related to fire and rescue services is the responsibility of the fire department alone.
 - Within 30 days of expending funds for the purchase of firefighting equipment and/or PPE, itemized receipts, invoices and canceled checks must be submitted to the Lubbock County Office of Emergency Management by email at firereports@lubbockcounty.gov
 - The purchase of firefighting equipment and/or PPE related to fire and rescue services must be accounted for with itemized receipts, and/or invoices and canceled checks reported to the Lubbock County Office of Emergency Management by July 31, 2024 by email at firereports@lubbockcounty.gov
 - Contracted fire department will provide Lubbock County Emergency Management Office all documentation necessary to verify equipment purchases and adhere to all reporting requirements as noted by Lubbock County. Unsubstantiated equipment purchases will result in the ineligibility of the agency for future Public Safety Critical Needs Funding, if any.
 - List of Approved Documentation required includes but is not limited to:
 - Quotes from Vendor (used for proposed budgets and funding request)
 - Order Forms (used if product are back ordered)
 - Receipts and / or Paid Invoice from the vendor and a canceled check. (equipment purchase substantiation)
 - Debit / Credit Card Receipt



LUBBOCK COUNTY
CONTRACTED FIRE DEPARTMENT
REQUEST FOR PUBLIC SAFETY
CRITICAL NEEDS FUNDING FY2024

By signing this request, I understand and affirm that:

I understand Lubbock County will distribute the Public Safety Critical Needs Funding to contracted fire departments with approved applications. I agree to abide by the requirements as outlined in this document for the use of the allocated funding.

I understand that funding awards will be determined by Lubbock County in its sole discretion. Applications may be awarded for the full or partial amounts of the funds requested, or may be declined.

I understand that this request for funding and any application materials voluntarily submitted as part of this request are public records unless otherwise exempt under applicable law. All information received from an applicant organization, whether received in connection with the application or in connection with any funded activities performed, is subject to disclosure pursuant to the Texas Public Information Act, unless otherwise accepted.

I certify that I have the legal authority of the organization represented in this application to submit this request for funding on its behalf, and I further certify that the information submitted in this application is true and correct to the best of my knowledge. I understand that Lubbock County will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any false statements, concealment of information, submission of altered documents, use of funds for ineligible purposes, or similar actions are considered fraudulent and may result in repayment of the funds awarded or other legal action.

Any funds awarded to the contracted fire department, for the purchase of firefighting equipment and/or PPE related to fire and rescue services not accounted for with itemized receipts, and/or invoices and canceled checks reported to the Lubbock County by July 31, 2024 will be ineligible for future Public Safety Critical Needs Funding for fire suppression and rescue, if any, or until such proof of purchase is provided to Lubbock County.

Printed Name

Title

AGENDA ITEM 9:
Ordinance of Parking
Vehicles and Stop Signs

FIRST READING ORDINANCE NO. 111423
ARTICLE 12:03 PARKING, STOPPING, AND STANDING, SECTIONS 12.03.001, OFF-STREET
PARKING SPACE; PARKING ON RESIDENTIAL LOTS AND 12.03.004 STOP INTERSECTIONS
ENUMERATED

AN ORDINANCE OF THE TOWN OF RANSOM CANYON, TEXAS (CITY) ENACTING REGULATIONS WITH RESPECT TO THE PARKING OF VEHICLES AND STOP INTERSECTIONS ENACTING CRIMINAL SANCTIONS AND PENALTIES FOR VIOLATION OF THE REGULATIONS, REPEALING ORDINANCE NO. 15-000308 ADOPTED 3/8/16 AND ORDINANCE 06-00341 ADOPTED 5/16/06 AND REPLACING IT WITH THIS ORDINANCE, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Ransom Canyon, Texas (City Council), a Type A General Law Municipal Corporation, and the Texas Local Government Code Sec. 51.072 recognize the authority of the City to adopt an ordinance consistent with state law that is necessary for the government, interest, welfare, or good order of the municipality; and

WHEREAS, the City Council has determined that the health, safety, and welfare of its citizens and the City require the adoption of rules and procedures which will regulate parking and stop signs in the City; and

WHEREAS, the City is authorized to enact and enforce such regulations pursuant to Subchapter A of Chapter 214 of the Texas Local Government Code and Subchapter B of Chapter 54 of the Texas Local Government Code; and

WHEREAS, this Ordinance was adopted at a meeting of the City Council of the Town of Ransom Canyon, Texas; (i) at which a quorum of the members of the City Council were present, (ii) which was open to the public, as required by Chapter 551 of the Texas Government Code (the Open Meetings Act), and (iii) which was preceded with the notice required by the Texas Open Meetings Act.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the Town of Ransom Canyon, Texas, that the following regulations and provisions be adopted:

SECTION 1. Enactment of Parking in Areas Posing Potential Danger. That a new Article 12.03.003 be enacted and added to the City's code or ordinances to add "Scurry Circle, Parts of East Canyonview Drive and Saint Tower Court to the title of 12.03.003. Sections (c), (d), will remain in the Ordinance and will become sections (e) and (f), while sections (c) and (d) add new provisions to parking on the street as follows:

§ 12.03.003 Parking on dam, Ransom Road, Hillside Drive, Surry Circle, Parks of East Canyonview Drive and Saint Tower Court

(a)

It shall be unlawful for any person or any owner to leave, park, or stand any motor vehicle, mobile home, travel trailer, boat trailer, recreational vehicle, or camping vehicle or trailer upon the roadway on and over the dam as posted "no parking between signs" located within the city limits.

(b)

It shall be unlawful for any person or any owner to leave, park, or stand any motor vehicle, mobile home, travel trailer, boat trailer, recreational vehicle, or camping vehicle or trailer upon the roadway as posted "no parking" located on Ransom Road or Hillside Drive.

(c)

It shall be unlawful for any person or any owner to leave, park, or stand any motor vehicle, mobile home, travel trailer, boat trailer, recreational vehicle, or camping vehicle or trailer upon the roadway on Surry Circle addresses 9,11,15.

(d)

It shall be unlawful for any person or any owner to leave, park, or stand any motor vehicle, mobile home, travel trailer, boat trailer recreational vehicle, or camping vehicle or trailer upon the roadway between the medians and odd-numbered houses of 41,43,45,49, 53, and 55 on East Canyonview Drive

(ec)

"Roadway" shall be defined as the strip of land over which exists a paved or concrete surface.

(fd)

Any person violating any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed the state mandated maximum. Each transaction of any of the provisions hereof shall be a separate offense.

(Ordinance 15-000308 adopted 3/8/16)

SECTION 2. Enactment of Stop Signs in Additional Areas. That a new Article 12.03.004 be enacted and added to the City's code or ordinances to add new roads where stop signs will be added which include the following roads: Carter Ranch Trail (southbound traffic) at the intersection with Parkland Drive; Saint Tower Court (eastbound traffic) at its intersection with Carter Ranch Trail; and Un-named dedicated exit (eastbound traffic) at the intersection with CR 3300; and remove a stop sign at the Un-named exit (southbound traffic) at the east end of Parklane Drive. A Section (c) Yield Signs will be included to add Carter Ranch Trail (westbound traffic) at its intersection with Buffalo Drive and Sain Tower Court (westbound traffic) at its

intersection with Buffalo Drive. Due to the addition of the yield signs, section (c) now becomes section (d). Article 12.03.004 will be enacted as follows:

§ 12.03.004 **Stop intersections enumerated.**

(a)

The following traffic control devices, to-wit: stop signs, shall be installed and shall regulate the movement of all motor vehicles in accordance with the placement of said traffic-control devices as follows, to-wit:

- Arapaho (eastbound traffic) at the intersection of Sioux Trail;
- Arapaho cul-de-sac (southwest bound traffic) at the intersection of Arapaho Road;
- Arapaho Road (westbound traffic) at the intersection of West Lake Shore Drive;
- Arrowhead Drive at its intersection with Canyon View Drive;
- Aztec Lane (eastbound traffic) at the intersection of Ransom Road;
- Aztec Lane (westbound traffic) at the intersection of Sioux Trail;
- Boat loading and parking area at its intersection with Lake Shore Drive East;
- Buffalo Drive at its intersection with Canyon View Drive;
- Canyon View Drive at its intersection with Jonston Drive;
- Canyon View Drive at its intersection with Ransom Road;
- Cardinal Drive (northbound traffic) at the intersection of Arapaho Road;
- Cardinal Drive (southbound traffic) at the intersection of West Lake Shore Drive;
- Carter Ranch Trail (southbound traffic) at the intersection with Parklane Drive;

- Comanche Lane at its intersection with Canyon View Drive;
- Cottonwood Lane at its intersection with Canyon View Drive;
- Coyote Circle (westbound traffic) at the intersection of Sioux Trail;
- East Brookhollow at its intersection with Lake Shore Drive East;
- Elm Drive at its intersection with Canyon View Drive;
- Elm Drive at its intersection with Jonston Drive;
- Foothill Drive at its intersection with East Brookhollow;
- Foothill Drive at its intersection with Ransom Road;
- Green Igo Lane (eastbound traffic) at the intersection of North Rim Road;
- Highland Drive at its intersection with Buffalo Drive;
- Highland Drive at its intersection with Elm Drive;

Hillside Drive (eastbound traffic) at the intersection of Johnston Road;
Johnston Road (southbound traffic) at the intersection of Hillside Drive;
Lake Shore Drive East at its intersection with Foothill Drive;
Lake Shore Drive East at its intersection with Hillside Drive;
Lake Shore Drive West at its intersection with Ransom Road;
Lee Kitchens Drive (east and west-bound traffic) at the west end of Parklane Drive (two additional stop signs);
Mescalero (southwest bound traffic) at the intersection of Arapaho Road;
Mescalero Road (northbound traffic) at the intersection of Sioux Trail;
Mesquite Drive at its intersection with Highland Drive;
Mesquite Road at its intersection with Canyon View Drive;
Navajo Trail at its intersection with Canyon View Drive;
North Rim Road (eastbound traffic) at the intersection of north-northeast North Rim Road;
North Rim Road (eastbound traffic) at the intersection of Ransom Road;
North Rim Road (northbound traffic) at the intersection of north-northwest North Rim Road;
Park Lane Drive at its intersection with Buffalo Drive;
Park Lane Drive at its intersection with Jonston Drive;
Ransom Road at its intersection with Canyon View Drive;
Ransom Road on the northern extension (southbound traffic) at its intersection with West Canyonview;
Ridge Road at its intersection with Canyon View Drive;
Saint Tower Court (eastbound traffic at its intersection with Carter Ranch Trail;

Sioux Trail (southbound traffic) at the intersection of West Lake Shore Drive;
Sioux Trail (southwest bound traffic) at the intersection of Arapaho Road;
Squaw Lane at its intersection with Lake Shore Drive South;
Stirrup Lane at its intersection with Lake Shore Drive South;
Sunset Lane at its intersection with Lake Shore Drive South;
Tanglewood East at its intersection with Lake Shore Drive;
Un-named dedicated exit (southbound traffic) at the east end of Parklane Drive;
Un-named dedicated exit (eastbound traffic) at the intersection with CR 3300;
West Brookhollow at its intersection with Ransom Road;
Willow Lane at its intersection with Canyon View Drive;
Yucca Lane (southbound traffic) at the intersection of Lake Shore Drive.

(b)

Three-way stop signs.

Cherokee Trail and Comanche Lane (three stop signs);
Lee Kitchens Drive and Parklane Drive (east intersection) near the tennis courts (three stop signs);
Lee Kitchens Drive and the access road to the city storage and waste facility (three stop signs).

(c)

Yield Signs

Carter Ranch Trail (westbound traffic) at its intersection with Buffalo Drive;
Saint Tower Court (westbound traffic) at its intersection with Buffalo Drive;

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(d) (d)

Penalty clause.

Any person, firm or corporation violating any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine of an amount not to exceed the maximum as mandated by the state. Said fine shall be cumulative of any other right or remedy available to the city to enjoin the continued violation hereof. Each transaction and violation of any of the provisions hereof shall be a separate offense.

(Ordinance 2, sec. 3, adopted 5/9/78; Ordinance 26 adopted 11/14/78; Ordinance 69 adopted 7/13/82; Ordinance 86 adopted 6/10/86; Ordinance 129 adopted 12/13/94; Ordinance 141 adopted 4/8/97; Ordinance 146 adopted 11/11/97; Ordinance 172 adopted 11/14/00; Ordinance 06-00341 adopted 5/16/06)

SECTION 3. Repeal of Prior Regulation. Secs. 12.03.003 and 12.03.004 are updated with new language to include additional areas where there is not an allowance for parking and new locations for stop signs.

SECTION 3. Severability. If any clause, section, or other part of application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

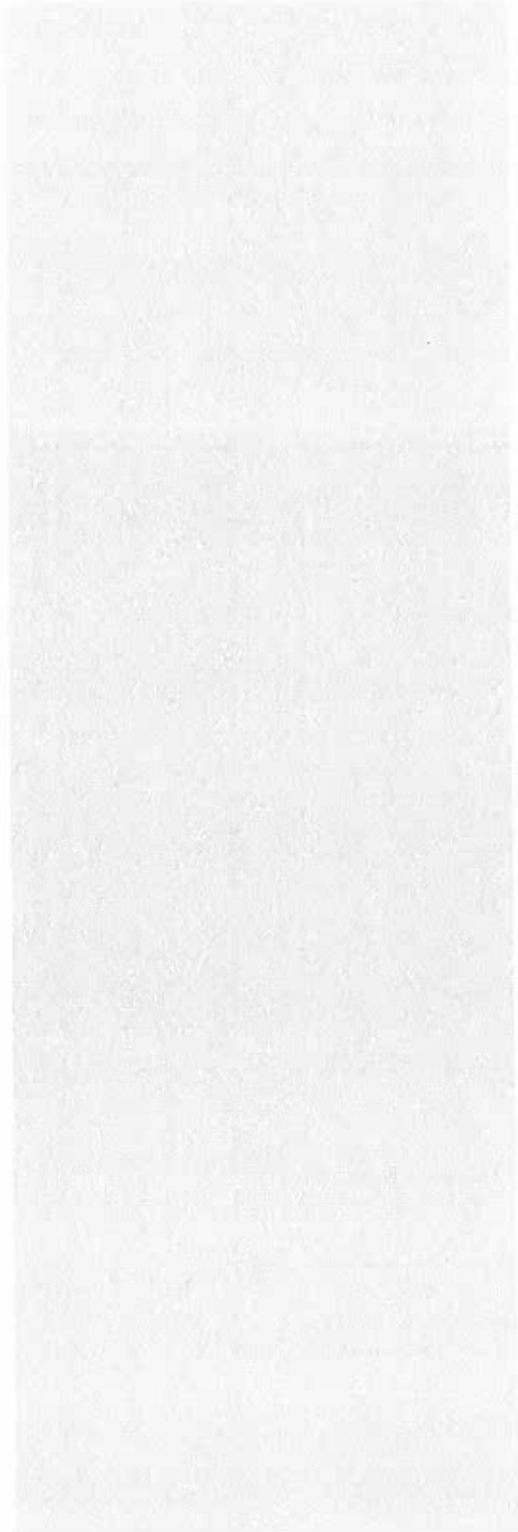
SECTION 4. Effective Date. The ordinance shall become effective at least ten (10) days after its publication in *The Slatonite*.

PASSED AND APPROVED ON _____

Jana Trew, Mayor

ATTEST:

Elena Quintanilla, City Secretary



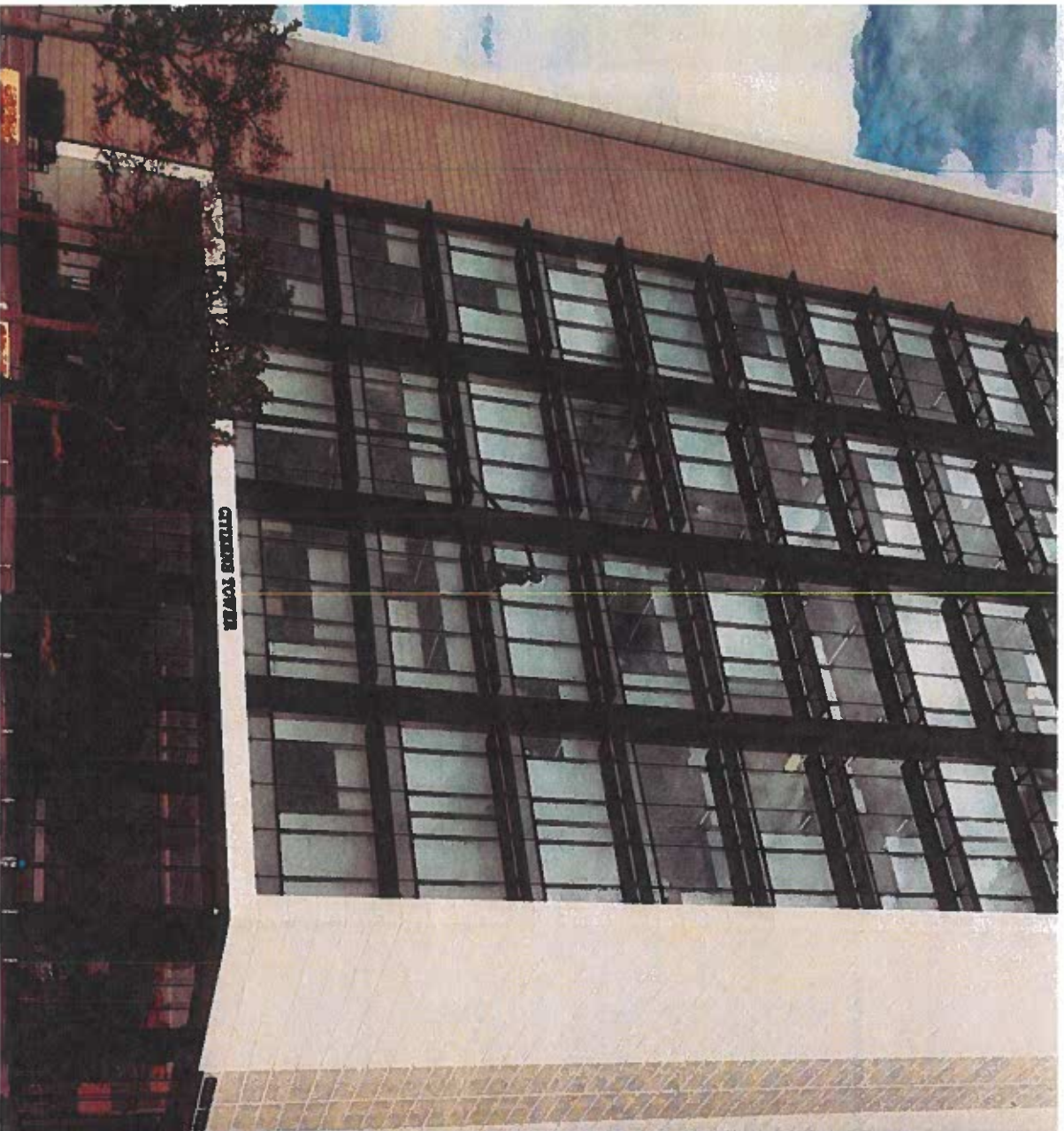
AGENDA ITEM 10:
Line-Item Adjustments

Line-Item Adjustments 2022-2023

DEPARTMENT	LINE ITEM	2021-2022 BUDGET	EXPENDITURES	OVER BUDGET
ADMINISTRATION (89%)				
	Xerox Expense	\$ 6,500.00	\$ 7,386.90	\$ 886.90
	General Liability Insurance	\$ 1,014.00	\$ 2,838.00	\$ 1,824.00
	Workers Comp	\$ 516.00	\$ 600.00	\$ 84.00
	Meeting-Educ.	\$ 13,000.00	\$ 13,412.91	\$ 412.91
	Credit Card Fee Expense	\$ 9,500.00	\$ 12,599.35	\$ 3,099.35
	Office Utility Exp.	\$ 12,390.00	\$ 12,686.09	\$ 3,099.35
	Mileage Reimbursement	\$ 2,000.00	\$ 3,270.74	\$ 1,270.74
Total				\$ 10,677.25
OPERATIONS (96%)				
	Engineering	\$ 25,000.00	\$ 71,748.43	\$ 46,748.43
	Garbage Contract	\$ 120,000.00	\$ 121,269.74	\$ 1,269.74
	Gas & Oil Expense	\$ 18,000.00	\$ 18,314.13	\$ 314.13
	Mileage Reimb.	\$ 3,120.00	\$ 3,257.24	\$ 137.24
	Shop Materials	\$ 2,000.00	\$ 2,044.88	\$ 44.88
	Uniform Expense	\$ 6,800.00	\$ 8,434.63	\$ 1,634.63
	Workers Comp	\$ 4,712.00	\$ 6,990.00	\$ 2,278.00
	Auto & APD Ins.	\$ 3,472.00	\$ 4,101.00	\$ 629.00
Total				\$ 53,056.05
FIRE (108%)				
	Education	\$ 4,500.00	\$ 4,962.35	\$ 462.35
	Equipment	\$ 3,000.00	\$ 12,723.03	\$ 9,723.03
	Supplies	\$ 0.00	\$ 25.99	\$ 25.99
	Medical Equipment	\$ 3,000.00	\$ 7,544.27	\$ 4,544.27
	Real & Personal Property	\$ 2,500.00	\$ 7,544.27	\$ 5,054.38
	Building Utilities	\$ 7,000.00	\$ 8,901.78	\$ 1,901.78
	Fire Station Bldg.	\$ 3,000.00	\$ 7,250.83	\$ 4,250.83
Total				\$ 25,962.63

DEPARTMENT	LINE ITEM	2022-2923 BUDGET	EXPENDITURES	OVER BUDGET
POLICE				
(98%)	Ammo Expense	\$ 3,000.00	\$ 3,161.29	\$ 161.29
	Gas & Oil Exp.	\$ 15,000.00	\$ 17,439.72	\$ 2,439.72
	APD & Auto Ins.	\$ 2,085.00	\$ 2,689.90	\$ 604.90
	Radio Repair	\$ 3,500.00	\$ 4,603.78	\$ 1,103.78
	Vehicle Repair	\$ 3,000.00	\$ 19,157.30	\$ 16,157.30
	Boat Maint.	\$ 1,000.00	\$ 1,311.71	\$ 311.77
	Lake Repair	\$ 750.00	\$ 881.27	\$ 131.27
Total				\$ 20,910.03
LIBRARY	Payroll	\$ 23,171.00	\$ 23,171.04	\$.04
(101%)	Utilities	\$ 2,400.00	\$ 3,063.75	\$ 663.75
	Telephone	\$ 1,245.00	\$ 1,445.42	\$ 200.42
Total				\$ 864.21
SEWER	Chemical	\$ 6,000.00	\$ 6,412.34	\$ 412.34
(101%)	Utility	\$ 42,000.00	\$ 49,437.13	\$ 7,437.13
Total				\$ 7,849.47
WATER	Payroll	\$ 79,807.00	\$ 79,898.64	\$ 91.64
(102%)	LP&L	\$ 370,000.00	\$ 381,247.28	\$ 11,247.28
	Utilities Expense	\$ 9,000.00	\$ 10,759.00	\$ 1,759.00
	Repair Expense	\$ 8,000.00	\$ 9,322.32	\$ 1,322.32
Total				\$ 14,420.24
COURT	Court Operating	\$ 2,400.00	\$ 2,419.00	\$ 19.00
(32%)				
Total				\$ 19.00
ROADS & GROUNDS	Contract Road Repair	\$ 0,000.00	\$ 1,100.00	\$ 6,648.95
(105%)	Equipment Repair	\$ 2,000.00	\$ 6,771.20	\$ 1,110.00
	Materials and Supplies	\$ 3,000.00	\$ 3,199.45	\$ 199.45
	Park Expense	\$ 8,000.00	\$ 9,145.48	\$ 1,145.48
Total				\$ \$9,103.88

STAFF REPORTS



Regional Water Conservation Roundtable

Mayor Tray Payne
City of Lubbock

November 3, 2023





We know so much more today than we did in the 1950s about potential water supply sources in our region.

One thing we know is that our supplies are not "inexhaustible" as previously thought.



WATER SUPPLY

Lubbock's water comes from an inexhaustible underground water sheet, and is obtained from wells at an average depth of 150 feet.

Lubbock High Class Photos from 1954: <http://www.lhs54.org/Hi-D-Ho.htm>

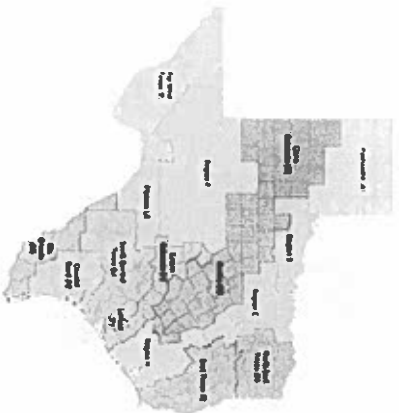
Region O Municipal Water Usage



In 2020, cities in our region used approximately **31 billion** gallons of water.

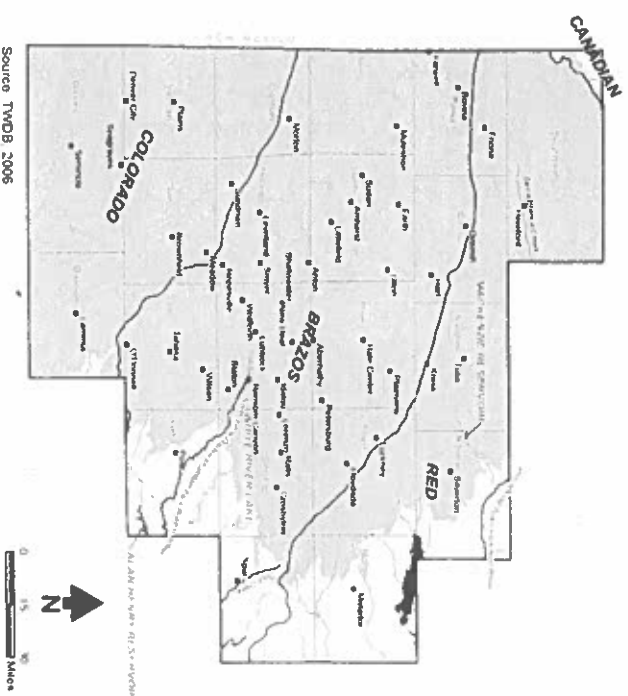
Estimates indicate that in 2070 cities in our region will use **42 billion** gallons of water.

That is a 35% increase in water usage over a 50 year period.



The 21 counties surrounding Lubbock are part of the Texas Water Development Region O Water Planning Group.

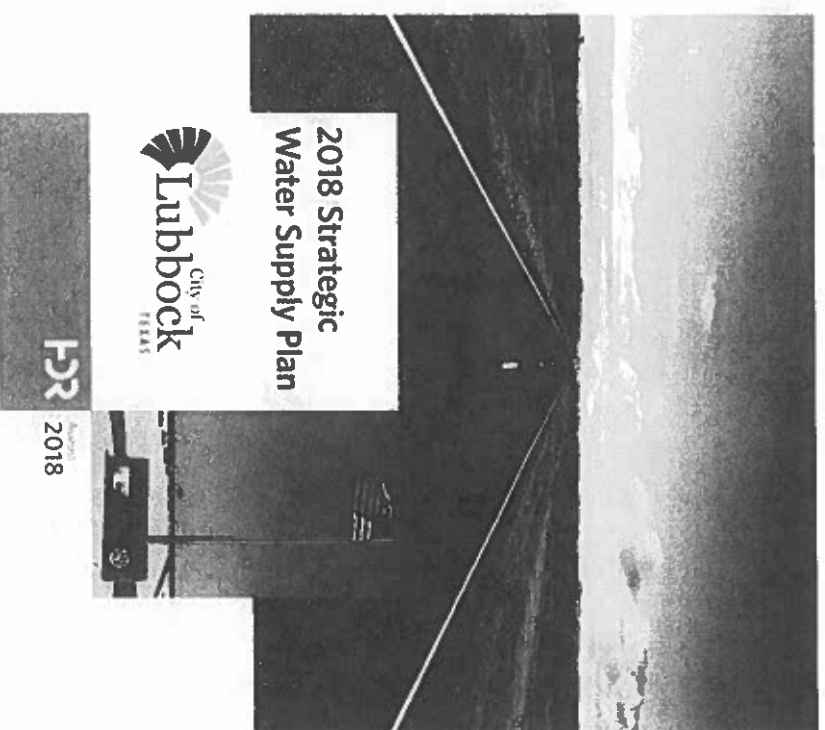
There are 16 regional water planning groups in Texas.



Lubbock's Water Supply Planning Goals



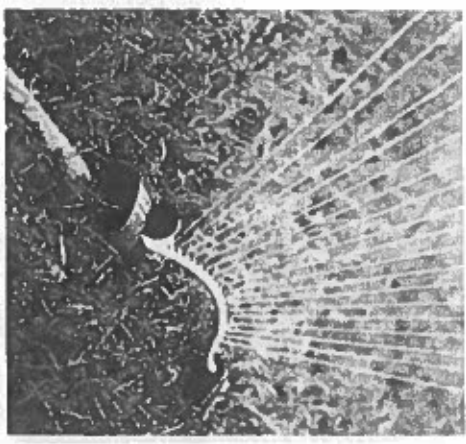
- Provide a road map to develop and implement cost-effective and sustainable water supplies over the next 100 years.
- Diversify the City's water supply portfolio to minimize risk associated with variable climatic conditions such as drought.
- Prioritize conservation efforts to delay expensive water supply projects.





Lubbock's Key Water Conservation Efforts

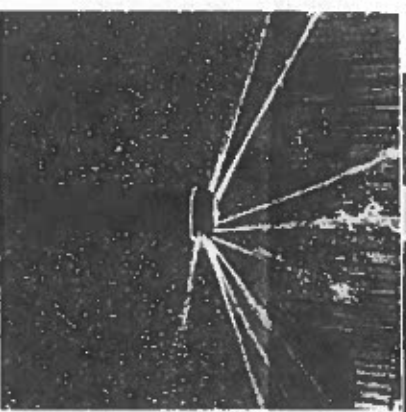
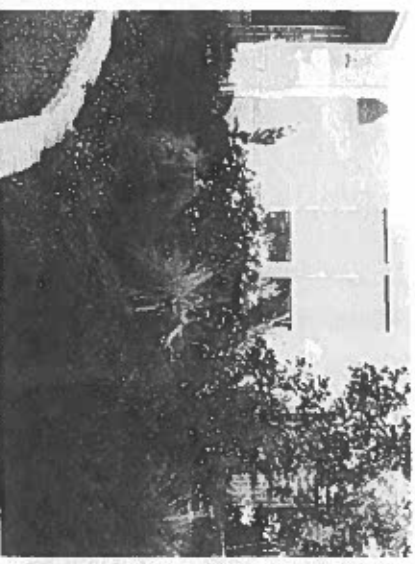
- Maintain a rate structure that encourages conservation (increasing block rate) AND fully covers costs;
- Reduce water loss within the City's distribution system through regular monitoring and maintenance;
- Educate the public and provide information on water conservation; and
- Enforce irrigation and waste of water restrictions.



Landscape Irrigation is Largest Municipal Use



- Install Smartscape plants and grasses that match native climate.
- Keep irrigation system optimized and operating properly.
- Use “cycle and soak” method to avoid wasting water.
- Use drip irrigation, create rain gardens, and use rainwater harvesting where appropriate.
- Only irrigate during low evaporation times of day.



Increasing Block Rate Structure

Volume Rates

Tier Structure 1,000 gal per month ranges	Rate
0 – 1,000	Included in base rate
1,001 – 5,000	\$4.10
5,001 – 10,000	\$7.15
10,001 – 30,000	\$8.75
30,000 +	\$9.25

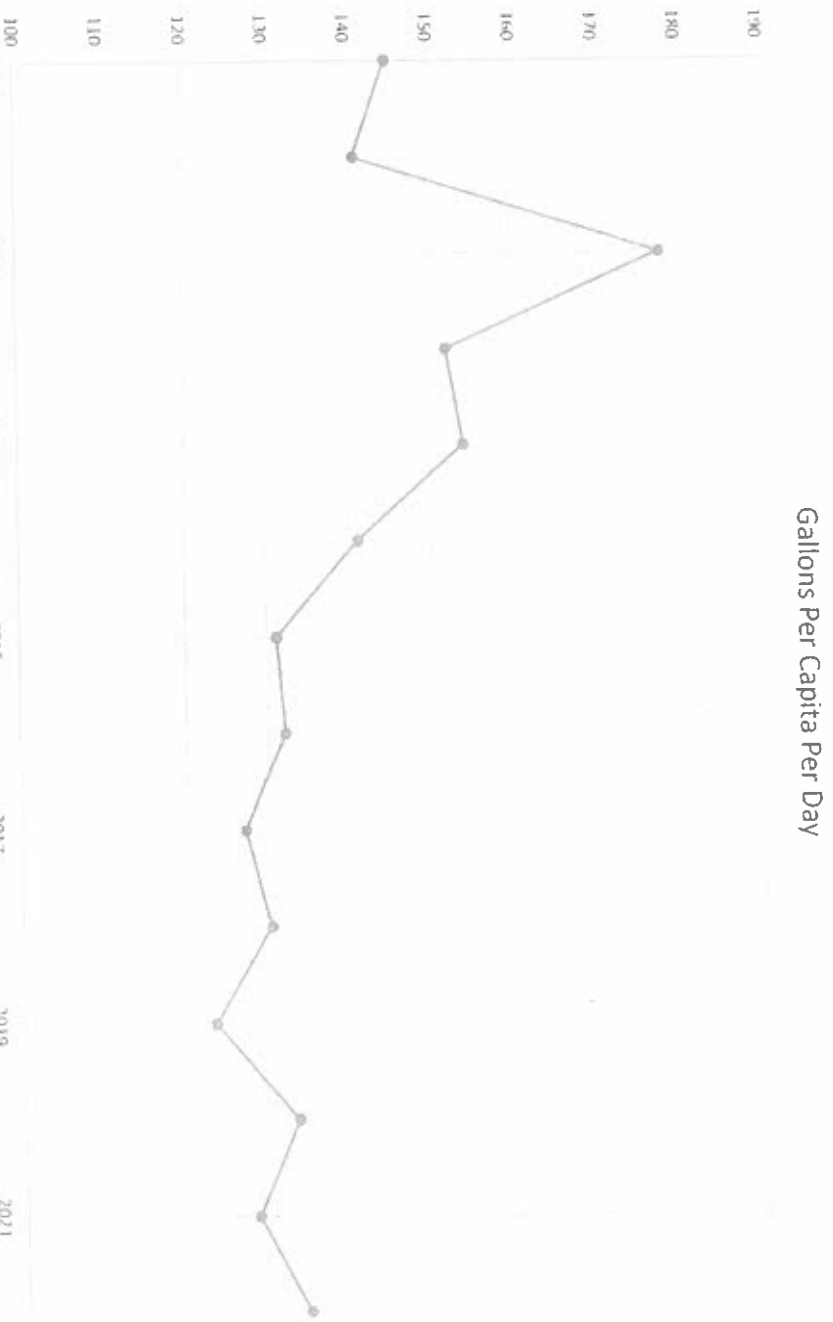
Base Rates

Meter Size	Rate
¾ inch	\$18.75
1 inch	\$31.31
1 ½ inch	\$62.44
2 inch	\$100.31
3 inch	\$200.06
4 inch	\$312.38
6 inch	\$641.22
8 inch	\$1,026.03
10 inch	\$1,475.13



Lubbock's Per Capita Water Usage

<u>Year</u>	<u>GPCD</u>	<u>Pop.</u>
2009	145	226,373
2010	141	
2011	178	
2012	152	
2013	154	
2014	141	
2015	131	
2016	132	
2017	127	
2018	130	
2019	123	
2020	133	
2021	128	
2022	134	



*GPCD - Gallons Per Capita Per Day



Lubbock's Total Annual Water Usage

Total Annual Water Usage

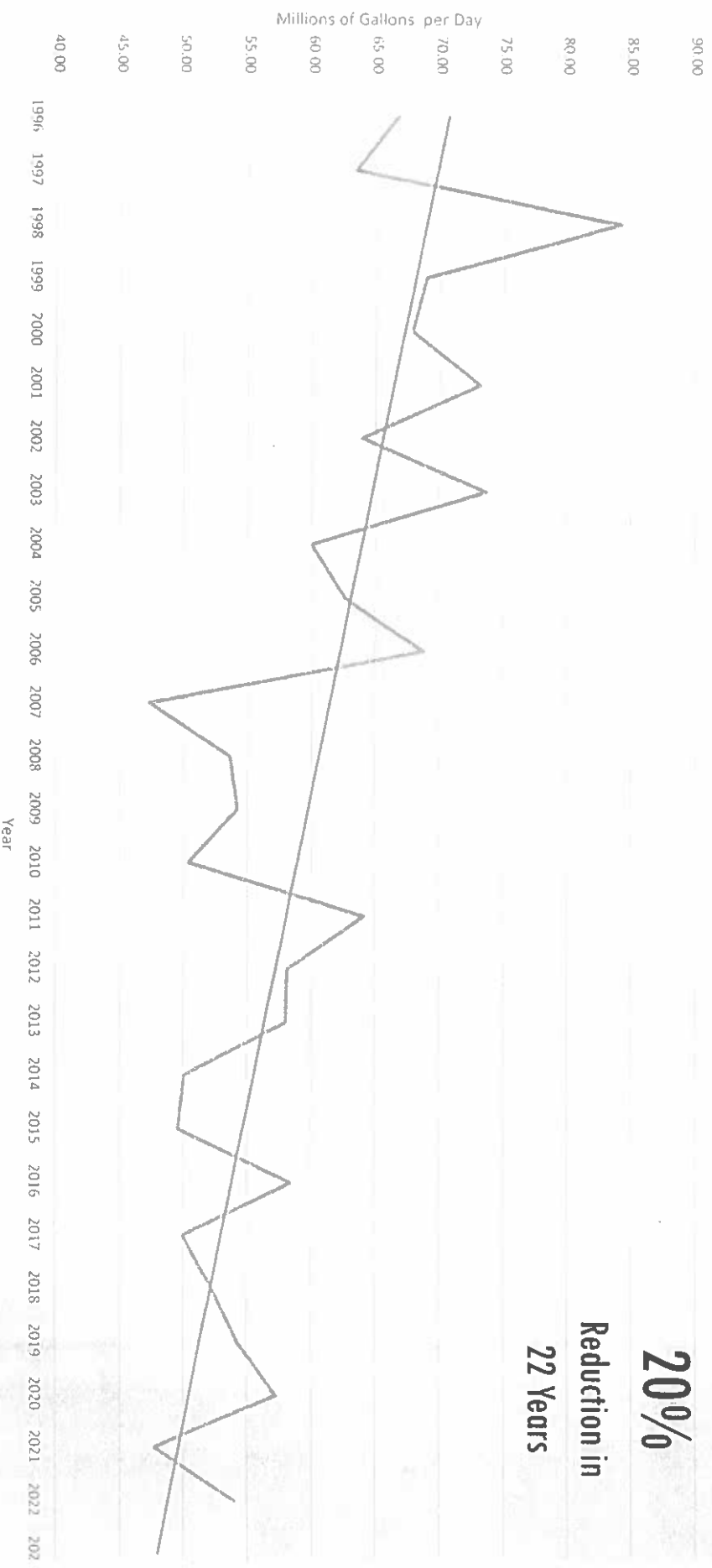
<u>Year</u>	<u>Million Gal.</u>	<u>Pop.</u>
2009	11,546	226,373
2010	11,820	
2011	15,056	
2012	12,991	
2013	13,325	
2014	12,321	
2015	11,501	
2016	11,770	
2017	11,766	
2018	12,430	
2019	11,847	
2020	13,034	
2021	12,627	
2022	13,340	263,930





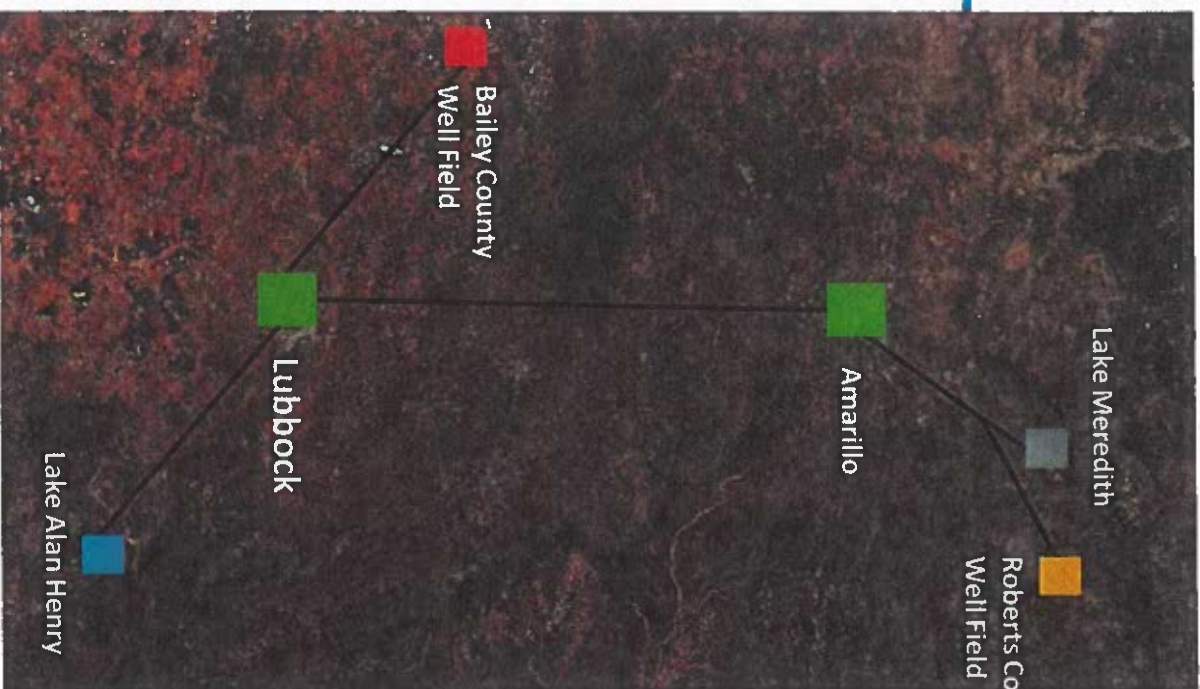
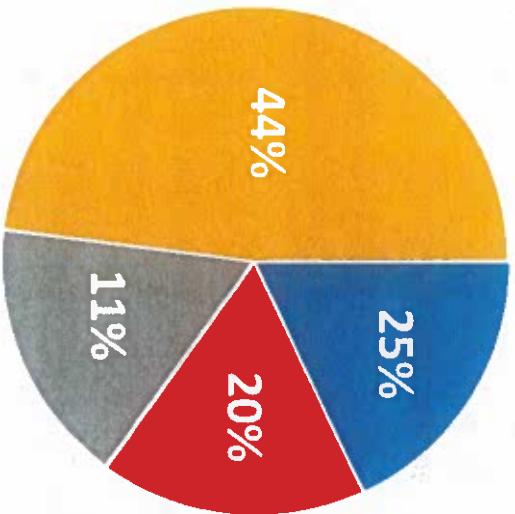
Lubbock's Peak Day Usage

20%
Reduction in
22 Years



Lubbock's Current Water Supplies

<u>Water Source</u>	<u>Distance from Lubbock</u>
Lake Alan Henry	65 mi
Lake Meredith	160 mi
Roberts County Well Field	150 mi
Bailey County Well Field	75 mi



Lake Alan Henry Water Supply Project

JT Montford Dam Construction:

\$30M 1991 Dollars

Supply Project Cost (Pipeline & Treatment):

\$280M Estimated

\$218M Completed

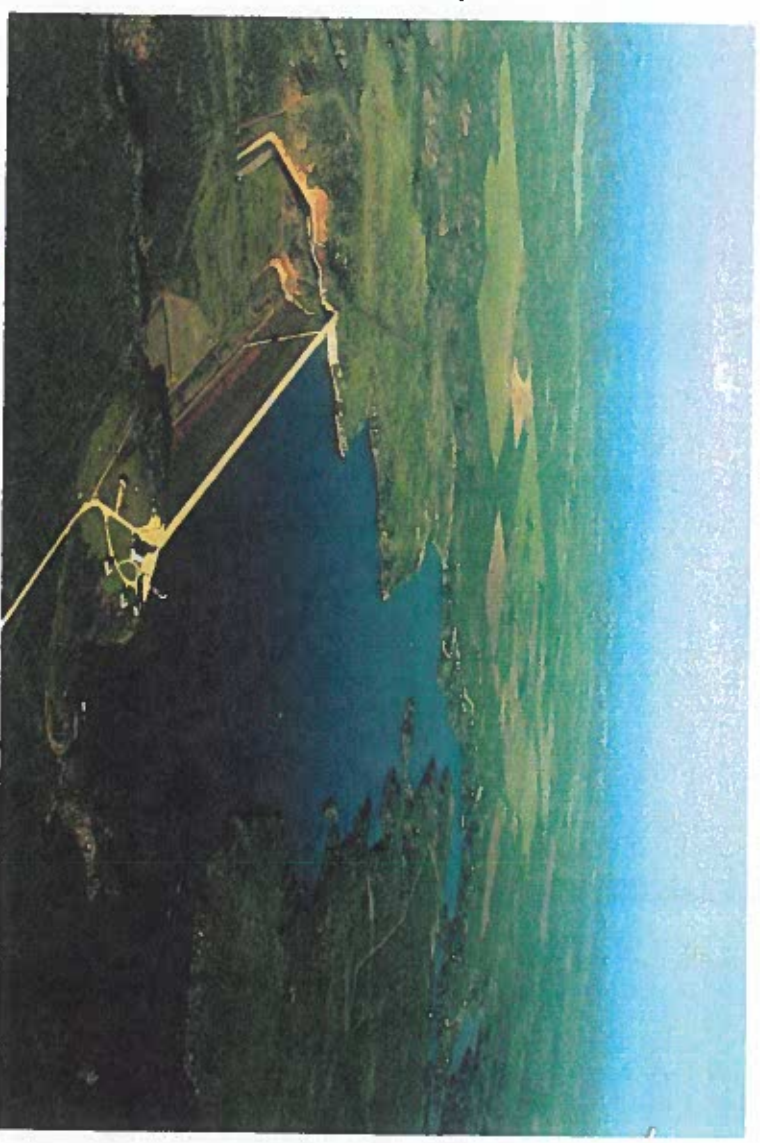
* Includes \$78M of 0% interest loan from the
Texas Water Development Board

Water Treatment Capacity:

Initial Permitted Treatment Capacity 15 MGD

Current Permitted Treatment Capacity 23 MGD

Ultimate Design Treatment Capacity 50 MGD



Lake Alan Henry Time Line

- 1971 Report on COL Water Supply (need for additional supply) recommended Justiceburg and Post Reservoir for future water supply
 - 1975 COL Action Plan for Additional Surface Water Supply
 - 1981 LAH Priority Date with BRA (Permit Issued)
 - 1991-1993 Construction of JTM Dam — BRA's 4th reservoir project
 - 2004 1st time river crested over the dam (Lake full)
 - 2005 COL took ownership from BRA
 - 2012 Substantial completion of the Lake Alan Henry Water Supply Project
- 1975 — 2012 Concept to Completion*
- 1991-2012 Construction to Completion*

Lubbock's Future Water Supply: Lake 7

Developed Water Supply Sources:

- Reuse Water from NE Water Reclamation Plant
- Reuse Water from SW Water Reclamation Plant
- Storm Water (3 Discharge Locations)
- Reuse Water from Leprino Foods

Initial Project Cost:

\$207,261,000

Estimated Completion:

2032

Initial Water Supply Potential:

11,975 acre-feet/year or 10.6 MGD (safe yield)



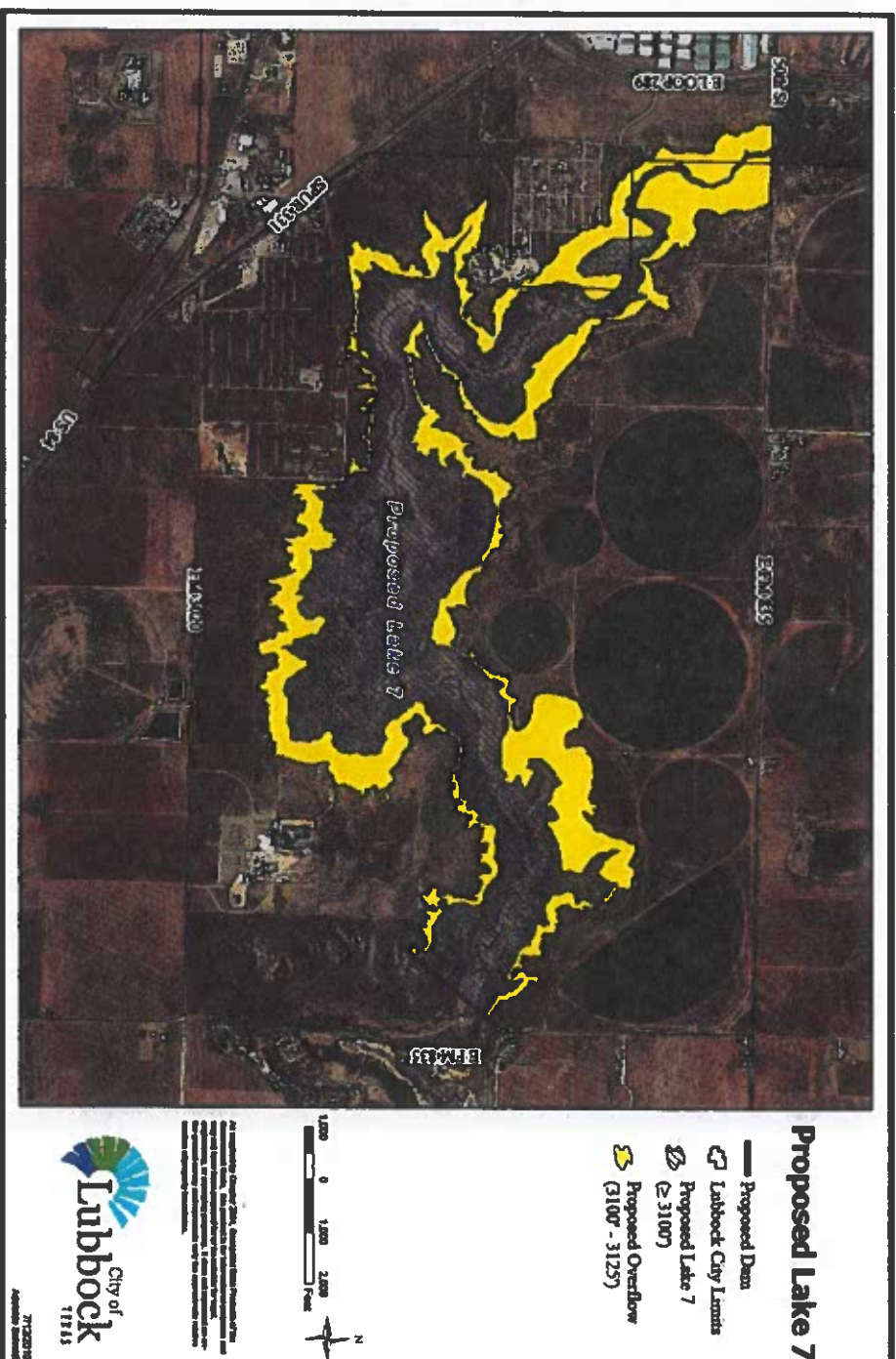
Lubbock's Future Water Supply: Lake 7

Volume- 20,000 acre-feet
(6.5 billion gallons)

Initial Safe Yield:

Return Flows	7,300 ac-ft/yr
Developed Water	2,875 ac-ft/yr
State Water	1,800 ac-ft/yr
Total Yield	11,975 ac-ft/yr

Over 85% of Lake 7 Water
does not originate from the
Brazos River Basin





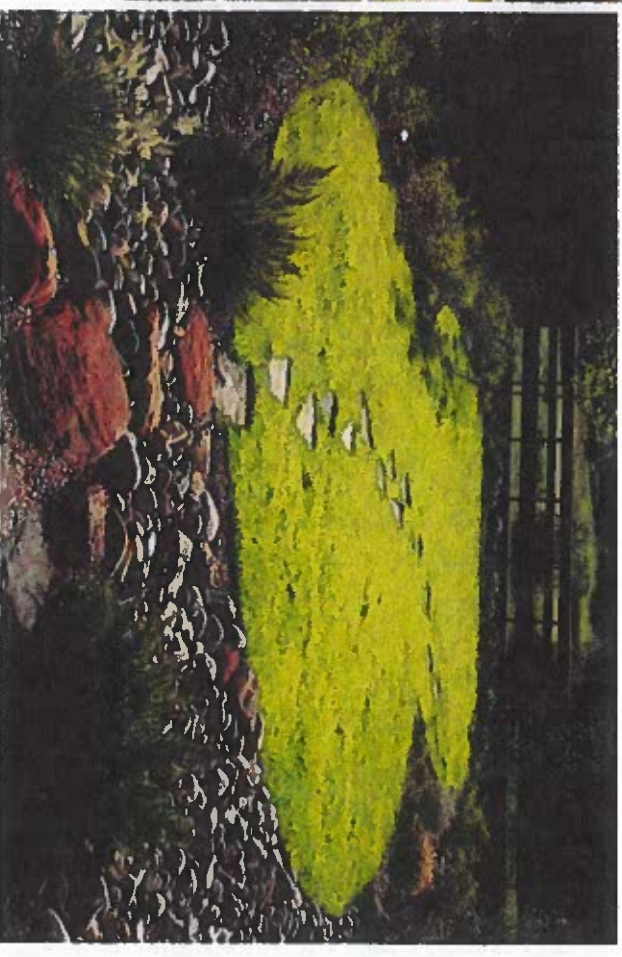
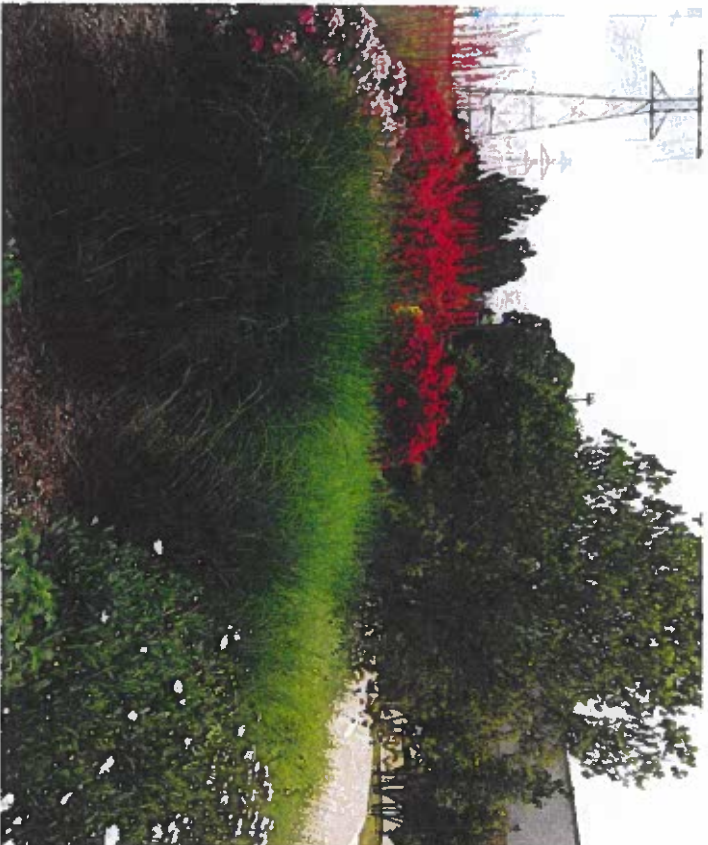
Lake 7 Projected Time Line

- 2006 Llano Estacado Regional Water Plan included conceptual plans for Lake 7 and 8
- 2006 City of Lubbock filed a water rights application with the TCEQ for the right to impound developed and treated wastewater in Lakes 7 and 8 (Lake 8 withdrawn 2008)
- 2017 Llano Estacado Regional Water Supply Plan included Lake 7 as a feasible water supply for the City.
- 2022 TCEQ issued draft Water Rights Permit No. 5921 to the City
- 2023 Begin Land acquisition process
- 2024 TCEQ Water Rights Permit No. 5921 Issued
- 2030 US Army Corp of Engineers Application approval
- 2030 Final Lake 7 design and begin construction
- 2033 Draw first drop of water from Lake 7
- 2006 – 2033 Concept to Completion*
- 2030 – 2033 Construction to Completion*

Questions?



*When the Well is Dry, We Will Know the Worth of
Water – Benjamin Franklin (1746)*



Discussion



- What Concerns Do You Have Regarding Water Supply Issues in your City?
- What Conservation Methods Do You Have or Have you Considered?
- What Can You Share About Your Water Rates? Flat/Inclining?
- What Ideas Do You Have on Future Water Supply for your City?