

**REGULAR CITY COUNCIL MEETING WILL BEGIN AT 6:30 PM**  
**NOTICE OF REGULAR MEETING**  
**TOWN OF RANSOM CANYON**  
**CITY COUNCIL AGENDA**  
**TUESDAY, NOVEMBER 10, 2020**

**Jana Trew, Mayor**

Ingram Rich, Alderman  
Ron McWilliams, Alderman  
Terry Waldren, Alderman

Brandt Underwood, Mayor Pro Tem  
Mike Greer, 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 10, 2020. The regular meeting will be held via telephone/video conference call with each staff member or City Council member at their remote locations. The City Council agenda and packet are posted online at <https://www.ci.ransom-canyon.tx.us>. Those wishing to make public comments may email comments to [ransomcanyon@sptc.net](mailto:ransomcanyon@sptc.net) by 12:00 noon on Tuesday, November 10, 2020. Submitted comments will be read aloud during the public comment period. The following are instructions on how to access the meeting via telephonic or video conference call:

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/801329309>

**You can also dial in using your phone.**

United States: [+1 \(786\) 535-3211](tel:+17865353211)

**Access Code: 801-329-309**

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<https://global.gotomeeting.com/install/801329309>

1. CALL TO ORDER/PRAYER/PLEDGES
2. CITIZEN COMMENTS AND PROPERTY OWNER'S ASSOCIATION REPORT - **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. Special Meeting on October 6, 2020

4. ACTION ITEM: APPROVE FINANCIALS
  - a. Financial Reports
  - b. October 2020 Claims & Demands
  - c. Financial Investment Report
5. DISCUSSION ITEM: DISCUSS ORDINANCE to outlaw feeding the deer in the Town of Ransom Canyon.
6. DISCUSSION ITEM: 2019-2020 Audit Report Presentation by Terry & King, CPA's, PC Auditor for the Town of Ransom Canyon.
7. DISCUSSION ITEM: DISCUSS AND CONSIDER appointment of Judge Janet Blacklock-Mathews as the Municipal Court Judge for the Town of Ransom Canyon on January 9, 2021.
8. ACTION ITEM: CONSIDER REAPPOINTMENT of Judge Sue Coker, Interim Municipal Judge for the Town of Ransom Canyon, for an additional two-month period from November 10, 2020 to January 9, 2021.
9. ACTION ITEM: CONSIDER AND ACT UPON SECOND READING OF ORDINANCE NO. 20-001208 to increase the water and sewer rates for the residents of the Town of Ransom Canyon and customers outside the city limits.
10. ACTION ITEM: CONSIDER AND ACT UPON ADOPTION OF AN ORDINANCE authorizing the issuance of the Town of Ransom Canyon, Texas Combination Tax and Surplus Revenue Certificates of Obligation Series 2020, in the principal amount of \$4,835,000 and awarding the sale of such Certificates of Obligation to the Texas Water Development Board.
11. ACTION ITEM: CONSIDER AND ACT UPON A RESOLUTION authorizing and directing the establishment of a Series 2020 CO Construction Fund with depository bank pursuant to Bond Ordinance; appointing authorized signatories with respect to such account; and resolving other matters relating to this subject.
12. ACTION ITEM: CONSIDER AND ACT UPON an RV lot policy for the Town of Ransom Canyon.
13. ACTION ITEM: CONSIDER AND ACT UPON an amendment to the 2019-2020 Budget to approve line item adjustments.
14. ACTION ITEM: CONSIDER AND ACT UPON RESOLUTION R20-1110 to adopt Lubbock County's Hazard Mitigation Plan.
15. ACTION ITEM: CONSIDER AND ACT UPON closing the city offices at noon on Wednesday, November 25, 2020, the day before Thanksgiving, and at noon on December 23, 2020, the day before Christmas Eve.

16. ACTION ITEM: CONSIDER AND ACT UPON utilizing the COVID-19 grant funds provided from the Texas Department of Emergency Management to pay each city employee a one-time hazard pay allocation of \$150 a month for the past eight months for this fiscal year.

17. BUILDING REVIEW COMMITTEE REPORT: The Building Review did not meet in October.

A. DEPARTMENT REPORTS:

a. Administration: Elena Quintanilla

- City Administrator Schedule of Events
- Update on Buffalo Dam Project
- COVID-19 Update
- Early Voting and Election Day Voting in Ransom Canyon
- Update on Resound Networks
- Review Financial Closeout Process
- Update on Water Contract with City of Lubbock

b. Court: Elena Quintanilla

- Update on Judge Sue Coker
- Report on Pending Municipal Court Cases
- Report on New Municipal Court Cases

c. Operations: Harold Needham

- Spraying for Mosquitos
- Mowing and Weed Prevention
- Update on the Water Pressure Project
- Water Leak Repairs
- Tree Limb Removal
- Winterizing Equipment
- Inclement Weather Process

d. Police: James Hill

- Report of Citations and Warnings
- Halloween Patrol
- Police Training
- Technology for the City

e. Fire: Rand McPherson

- EMS Calls
- Fire Calls
- Fire Truck Repairs
- Fire Truck Auction Update
- Pancake Breakfast

f. Library: Angie Fikes

- Tocker Foundation Grant Update
- Christmas Card Fundraiser

**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 Secretary'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 6th DAY OF NOVEMBER, 2020**

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 6, 2020 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 \_\_\_\_\_, 2020.

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Elena Quintanilla, City Secretary

**AGENDA ITEM #3:**

**APPROVAL OF  
MINUTES**

**Special Meeting on  
October 6, 2020**

Ransom Canyon City Council Meeting Minutes  
Special Meeting – October 6, 2020  
Ransom Canyon City Hall, 24 Lee Kitchens Drive

1. Call to Order/Pledges/Prayer  
The special meeting was called to order at 6:30 p.m. by Mayor Pro Tem Brandt Underwood. The City Council met in person at City Hall and also made accommodations for a virtual meeting through GoToMeetings.com and provided a telephone number for City Council and residents who wanted to access the meeting as a result of COVID-19. The following City Council members were present at City Hall: Mayor Pro Tem Brandt Underwood, Councilmen Dr. Mike Greer, Dr. Terry Waldren, Ingram Rich, and Ron McWilliams. Mayor Jana Trew was absent. Guests at the meeting included Rodney Lowry. The prayer was said by Councilman Ingram Rich, followed by the pledges to the United States and State of Texas.
2. Property Owner's Association (POA) Report and Citizen Comments  
There were no citizen comments or a report from the Property Owner's Association.
3. Approval of Minutes  
The minutes of the special meeting on September 8, 2020 were approved on motion made by Councilman Dr. Terry Waldren, seconded by Councilman Ingram Rich; motion carried unanimously.
4. Financials  
The financial reports and the September 2020 claims and demands were approved on a motion made by Councilman Dr. Terry Waldren, seconded by Councilman Ingram Rich; motion carried unanimously.
5. Recognition Proclamation  
The City Council recognized the Lake Ransom Canyon Habitat Conservation Group through a Mayoral Proclamation.
6. First Reading: Ordinance 20-001208 To Increase the Water and Sewer Rates  
The City Council held the first reading of an ordinance to increase the water and sewer rates for residents of the Town of Ransom Canyon and customers outside the city limits.

7. Sewer Plant Agreement with the Lubbock County Water Control Improvement District No. 1

The City Council approved Modification No. 1 to an agreement for amortization of a sewer plant rehabilitation between the Town of Ransom Canyon and the Lubbock County Water Control and Improvement District No. 1 on a motion made by Councilman Dr. Terry Waldren, seconded by Councilman Ingram Rich; motion carried unanimously.

8. Lubbock County and Ransom Canyon Fire Suppression Agreement

The City Council approved an interlocal agreement between Lubbock County and the Town of Ransom Canyon Volunteer Fire Department in the amount of \$10,300.00 for fire suppression and rescue services on a motion made by Councilman Dr. Terry Waldren, seconded by Councilman Ron McWilliams; motion carried unanimously.

9. Atmos Resolution No. 100620

The City Council approved Resolution No. 100620 to approve a negotiated settlement between the Executive Committee of Cities served by Atmos West Texas and Atmos Energy Corporation, regarding the Company's 2020 Rate Review Mechanism filing on a motion made by Councilman Dr. Terry Waldren, seconded by Councilman Ron McWilliams; motion carried unanimously.

10. Ordinance No. 100620 to amend the Water Management and Conservation Plan

The City Council approved Ordinance No. 100620 to amend the Water Management and Conservation Plan to develop new thresholds for daily water consumption and hours of water usage for the Town of Ransom Canyon on a motion made by Councilman Dr. Terry Waldren, seconded by Councilman Ron McWilliams; motion carried unanimously.

11. Building Review Committee

The Building Review Committee did not meet this month.

12. Department Reports

Administration: Elena Quintanilla reported the following:

- She discussed her schedule of events for the week.
- Elena is working with Buffalo Springs Lake on two state grant applications that are being submitted for McMillam Dam.
- There have been thirty-six (36) COVID-19 total cases in Ransom Canyon, and five (5) are currently active.
- Early voting in Ransom Canyon begins Tuesday, October 13, 2020 and the polls will be open from 8:00 a.m. until 5:00 p.m. The polls will be open

in Ransom Canyon City Hall on Election Day from 7:00 a.m. until 7:00 p.m.

- Resound Networks is planning to have a temporary tower while the rehabilitation takes place on the water tower.
- Elena provided an overview of the budget closeout process.

Court Report: Elena Quintanilla reported the following:

- Our prosecutor is working on some dismissals, six cases will remain on Omnibase, and Judge Sue Coker asked that we send a letter to the remaining 16 cases on the docket. If there is no response, warrants will be issued.

Operations: Harold Needham reported the following:

- The Operations Department will spray one more time this year for mosquitos.
- Staff will mow one more time until the Springtime.
- Harold, Cory, and Elena met with the City of Lubbock regarding water pressure issues.

Police: James Hill reported the following:

- Police issued two (2) warnings and zero (0) citations this month.
- Chief Hill mentioned that there are 63 deer in the Canyon after conducting a survey.

Fire: Rand McPherson reported the following:

- There were four (4) EMS calls and zero (0) fire calls this month.
- Fire Truck (Engine One) has been fully repaired and Fire Truck (Engine 2) has a water leak that potentially can be patched.
- The City of Lubbock fire trucks are not on the Rene Bates Auction site to date.

Library: Angie Fikes reported the following:

- The Library has completed 70 percent of its automation system at the Library with the Tocker Foundation grant funds.

### 13. Executive Session

The City Council entered into an executive session as authorized by Chapter 551, Texas Government Code in accordance with Section 551.071 (Consultation with Attorney), and 555.072 (Deliberation of Real Property) at 7:32 p.m.

### 14. Return to Open Session

The City Council returned into open session of its regular meeting at 8:01 p.m.

### 15. Adjournment

The City Council adjourned the meeting at 8:02 p.m. on a motion made by Councilman Dr. Terry Waldren, seconded by Councilman Ingram Rich; motion carried unanimously.



APPROVED:

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Jana Trew, Mayor

ATTEST:

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Elena Quintanilla, City Secretary

**AGENDA ITEM #4:**

**APPROVAL OF**

**FINANCIAL REPORTS**

**Claims and Demands**

**For October 2020**

**and Financial**

**Investment Report**

CITY OF RANSOM CANYON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2020

PAGE: 1

01 -GENERAL FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
UTILITY REVENUE	903,700.00	102,066.18	102,066.18	801,633.82	11.29
BUILDING PERMIT REVENUE	5,750.00	275.00	275.00	5,475.00	4.78
FRANCHISE REVENUE	30,100.00	11,754.71	11,754.71	18,345.29	39.05
AD VALOREM TAX REVENUE	954,300.00	5,356.35	5,356.35	948,943.65	0.56
INTEREST REVENUE	18,000.00	591.18	591.18	17,408.82	3.28
LIBRARY REVENUE	6,500.00	0.00	0.00	6,500.00	0.00
COURT REVENUE	500.00	0.00	0.00	500.00	0.00
OTHER REVENUE	129,500.00	9,609.67	9,609.67	119,890.33	7.42
BUDGETED SURPLUS	<u>272,101.00</u>	<u>174.59</u>	<u>174.59</u>	<u>271,926.41</u>	<u>0.06</u>
 TOTAL REVENUES	 2,320,451.00	 129,827.68	 129,827.68	 2,190,623.32	 5.59
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EXPENDITURE SUMMARY

CITY COURT	6,878.00	0.00	0.00	6,878.00	0.00
ADMINISTRATION	445,735.00	31,398.93	31,398.93	414,336.07	7.04
OPERATIONS	416,352.00	39,548.38	39,548.38	376,803.62	9.50
FIRE DEPARTMENT	58,850.00	2,147.10	2,147.10	56,702.90	3.65
LIBRARY	34,869.00	2,094.07	2,094.07	32,774.93	6.01
POLICE DEPARTMENT	326,835.00	27,700.15	27,700.15	299,134.85	8.48
SEWER DEPARTMENT	160,128.00	12,719.24	12,719.24	147,408.76	7.94
ROADS AND GROUNDS DEPT	113,161.00	6,930.59	6,930.59	106,230.41	6.12
WATER DEPARTMENT	457,353.00	6,445.56	6,445.56	450,907.44	1.41
PAYROLL DEPARTMENT	0.00	0.00	0.00	0.00	0.00
EMERGENCY OPS CENTER	7,875.00	99.93	99.93	7,775.07	1.27
CAPITAL EXPENDITURES	175,000.00	11,455.97	11,455.97	163,544.03	6.55
BONDS	<u>117,415.00</u>	<u>806.25</u>	<u>806.25</u>	<u>116,608.75</u>	<u>0.69</u>
 TOTAL EXPENDITURES	 2,320,451.00	 141,346.17	 141,346.17	 2,179,104.83	 6.09
	=====	=====	=====	=====	=====
 REVENUES OVER/(UNDER) EXPENDITURES	 0.00 (	 11,518.49) (	 11,518.49)	 11,518.49	 0.00

AS OF: OCTOBER 31ST, 2020

## 01 -GENERAL FUND

## REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>UTILITY REVENUE</u>					
401 WATER REVENUE	600,000.00	75,732.74	75,732.74	524,267.26	12.62
402 SEWER REVENUE	145,000.00	12,642.50	12,642.50	132,357.50	8.72
403 GARBAGE REVENUE	145,000.00	12,741.66	12,741.66	132,258.34	8.79
404 PENALTY REVENUE	4,000.00	439.28	439.28	3,560.72	10.98
405 MOSQUITO SPRAY GROUND	0.00	0.00	0.00	0.00	0.00
406 MOSQUITO SPRAY AIR	3,000.00	0.00	0.00	3,000.00	0.00
407 GAS LIGHTS REVENUE	0.00	0.00	0.00	0.00	0.00
408 TURN ON REVENUE	1,200.00	0.00	0.00	1,200.00	0.00
409 RV REVENUE MONTHLY PAYEES	5,500.00	510.00	510.00	4,990.00	9.27
TOTAL UTILITY REVENUE	903,700.00	102,066.18	102,066.18	801,633.82	11.29
<u>BUILDING PERMIT REVENUE</u>					
410 BUILDING PERMIT REVENUE	5,000.00	275.00	275.00	4,725.00	5.50
411 TAP CONNECTION REVENUE	750.00	0.00	0.00	750.00	0.00
TOTAL BUILDING PERMIT REVENUE	5,750.00	275.00	275.00	5,475.00	4.78
<u>FRANCHISE REVENUE</u>					
420 ATMOS FRANCHISE REVENUE	8,000.00	1,348.43	1,348.43	6,651.57	16.86
421 SPEC FRANCHISE REVENUE	15,000.00	10,116.18	10,116.18	4,883.82	67.44
422 SOUTH PLAINS TEL FRANCHISE REV	2,000.00	290.10	290.10	1,709.90	14.51
423 SBC FRANCHISE REVENUE	100.00	0.00	0.00	100.00	0.00
424 MISC FRANCHISE REVENUE	100.00	0.00	0.00	100.00	0.00
425 INTERNET REVENUE	4,900.00	0.00	0.00	4,900.00	0.00
TOTAL FRANCHISE REVENUE	30,100.00	11,754.71	11,754.71	18,345.29	39.05
<u>AD VALOREM TAX REVENUE</u>					
443 DELINQUENT TAX REVENUE	1,200.00	863.67	863.67	336.33	71.97
444 CURRENT TAX REVENUE	950,000.00	4,276.77	4,276.77	945,723.23	0.45
445 TAX P&I REVENUE	3,000.00	194.91	194.91	2,805.09	6.50
446 TAX CERTIFICATE REVENUE	100.00	21.00	21.00	79.00	21.00
447 MISC TAX REVENUE	0.00	0.00	0.00	0.00	0.00
448 TAX COLLECTION REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL AD VALOREM TAX REVENUE	954,300.00	5,356.35	5,356.35	948,943.65	0.56
<u>INTEREST REVENUE</u>					
455 INTEREST INCOME	18,000.00	591.18	591.18	17,408.82	3.28
456 I&S INTEREST EARNED	0.00	0.00	0.00	0.00	0.00
457 CONSTRUCTION INTEREST	0.00	0.00	0.00	0.00	0.00
TOTAL INTEREST REVENUE	18,000.00	591.18	591.18	17,408.82	3.28
<u>LIBRARY REVENUE</u>					
465 LIBRARY REVENUE	6,500.00	0.00	0.00	6,500.00	0.00
466 CH FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00
TOTAL LIBRARY REVENUE	6,500.00	0.00	0.00	6,500.00	0.00

CITY OF RANSOM CANYON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2020

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	250.00	0.00	0.00	250.00	0.00
478 COURT FINES	250.00	0.00	0.00	250.00	0.00
479 COURT TRUST	0.00	0.00	0.00	0.00	0.00
TOTAL COURT REVENUE	500.00	0.00	0.00	500.00	0.00
<u>OTHER REVENUE</u>					
480 BUFFALO LAKE REVENUE	100,000.00	5,777.90	5,777.90	94,222.10	5.78
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	13,000.00	1,529.94	1,529.94	11,470.06	11.77
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	0.00	0.00	1,500.00	0.00
488 RV STORAGE REVENUE ANNUAL PAY	10,000.00	0.00	0.00	10,000.00	0.00
489 MISC REVENUE	5,000.00	2,301.83	2,301.83	2,698.17	46.04
TOTAL OTHER REVENUE	129,500.00	9,609.67	9,609.67	119,890.33	7.42
<u>BUDGETED SURPLUS</u>					
490 OPERATING GEN FUND TRANSF	210,801.00	0.00	0.00	210,801.00	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	10,300.00	0.00	0.00	10,300.00	0.00
494 COVID GRANT FUNDS	50,000.00	0.00	0.00	50,000.00	0.00
495 CC PROCESSING FEES	1,000.00	174.59	174.59	825.41	17.46
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	272,101.00	174.59	174.59	271,926.41	0.06
<u>TOTAL REVENUES</u>					
	2,320,451.00	129,827.68	129,827.68	2,190,623.32	5.59
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CITY OF RANSOM CANYON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2020

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01 -GENERAL FUND

CITY COURT

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
504-4020 JUDGE CONTRACT	2,678.00	0.00	0.00	2,678.00	0.00
504-4030 COURT OPERATING EXPENSE	1,200.00	0.00	0.00	1,200.00	0.00
504-4040 COURT EDUCATION EXPENSE	3,000.00	0.00	0.00	3,000.00	0.00
TOTAL CITY COURT	6,878.00	0.00	0.00	6,878.00	0.00

CITY OF RANSOM CANYON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2020

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01 -GENERAL FUND  
ADMINISTRATION  
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
505-5000 PAYROLL	264,916.00	23,862.34	23,862.34	241,053.66	9.01
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	15,000.00	0.00	0.00	15,000.00	0.00
505-5020 COMPUTER EXP	25,000.00	4,644.47	4,644.47	20,355.53	18.58
505-5030 ELECTION EXP	4,000.00	0.00	0.00	4,000.00	0.00
505-5040 XEROX EXPENSE	5,800.00	419.58	419.58	5,380.42	7.23
505-5050 PITNEY BOWES EXPENSE	1,394.00	309.57	309.57	1,084.43	22.21
505-5070 GENERAL LIABILITY INSURANCE	943.00	0.00	0.00	943.00	0.00
505-5071 WORKERS COMP INSURANCE	854.00	531.38	531.38	322.62	62.22
505-5075 E&O/REAL & PERSONAL, CRIME IN	4,969.00	0.00	0.00	4,969.00	0.00
505-5080 LEGAL EXPENSE	20,000.00	90.00	90.00	19,910.00	0.45
505-5081 LEGAL EXPENSE CODIFY CITY ORD	5,000.00	0.00	0.00	5,000.00	0.00
505-5090 LCAD EXPENSE	15,459.00	0.00	0.00	15,459.00	0.00
505-5100 MEETINGS-EDUCATION EXPENSE	10,000.00	0.00	0.00	10,000.00	0.00
505-5101 TML CONFERENCE CITY COUNCIL	8,000.00	0.00	0.00	8,000.00	0.00
505-5105 ASSOCIATION DUES EXPENSE	1,700.00	177.00	177.00	1,523.00	10.41
505-5110 ADMIN OFFICE SUPPLIES	8,500.00	0.00	0.00	8,500.00	0.00
505-5120 POSTAGE EXPENSE	5,200.00	0.00	0.00	5,200.00	0.00
505-5130 PUBLIC RELATIONS EXPENSE	7,000.00	0.00	0.00	7,000.00	0.00
505-5140 OFFICE UTILITY EXPENSE	10,500.00	653.45	653.45	9,846.55	6.22
505-5150 OFFICE TELEPHONE EXPENSE	12,000.00	0.00	0.00	12,000.00	0.00
505-5155 SECURITY SYSTEM	13,000.00	30.00	30.00	12,970.00	0.23
505-5160 SCHOLARSHIP GRANT	0.00	0.00	0.00	0.00	0.00
505-5170 MILEAGE REIMBURSEMENT	500.00	0.00	0.00	500.00	0.00
505-5175 CREDIT CARD FEE EXPENSE	6,000.00	681.14	681.14	5,318.86	11.35
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	 445,735.00	 31,398.93	 31,398.93	 414,336.07	 7.04

CITY OF RANSOM CANYON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2020

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## 01 -GENERAL FUND

## OPERATIONS

## EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
506-6000 PAYROLL	153,556.00	13,889.52	13,889.52	139,666.48	9.05
506-6010 DUES AND FEES EXPENSE	1,400.00	570.00	570.00	830.00	40.71
506-6015 OPERATIONS SCHOOL EXPENSE	12,500.00	0.00	0.00	12,500.00	0.00
506-6016 OPERATIONS CELL PHONE	6,000.00	0.00	0.00	6,000.00	0.00
506-6020 ENGINEERING EXPENSE	17,000.00	0.00	0.00	17,000.00	0.00
506-6030 BUILDING INSPECTION EXPENSE	6,000.00	225.00	225.00	5,775.00	3.75
506-6040 GARBAGE CONTRACT EXPENSE	120,000.00	12,031.74	12,031.74	107,968.26	10.03
506-6050 GAS AND OIL EXPENSE	13,000.00	1,063.58	1,063.58	11,936.42	8.18
506-6055 MILEAGE REIMBURSEMENT	2,800.00	0.00	0.00	2,800.00	0.00
506-6060 SHOP MATERIALS EXPENSE	2,000.00	0.00	0.00	2,000.00	0.00
506-6080 BUILDING REPAIR EXPENSE	15,000.00	1,136.00	1,136.00	13,864.00	7.57
506-6100 EQUIPMENT REPAIR EXPENSE	8,000.00	167.16	167.16	7,832.84	2.09
506-6110 SMALL TOOLS EXPENSE	500.00	0.00	0.00	500.00	0.00
506-6120 UNIFORMS EXPENSE	6,500.00	0.00	0.00	6,500.00	0.00
506-6150 JOHN DEERE EXPENSE	0.00	0.00	0.00	0.00	0.00
506-6160 EQUIPMENT PURCHASE EXPENSE	8,000.00	0.00	0.00	8,000.00	0.00
506-6170 MOSQUITO SPRAY GROUND	7,000.00	0.00	0.00	7,000.00	0.00
506-6171 MOSQUITO SPRAY AIR	13,000.00	0.00	0.00	13,000.00	0.00
506-6175 DUMP TRUCK REPAIR	0.00	0.00	0.00	0.00	0.00
506-6200 WORKERS COMP INSURANCE	12,376.00	10,465.38	10,465.38	1,910.62	84.56
506-6210 AUTO & APD INSURANCE	4,202.00	0.00	0.00	4,202.00	0.00
506-6220 GENERAL /E&O LIABILITY INS	2,018.00	0.00	0.00	2,018.00	0.00
506-6230 REAL/PERSONAL/MOBILE PROP INS	5,500.00	0.00	0.00	5,500.00	0.00
506-6300 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
 TOTAL OPERATIONS	 416,352.00	 39,548.38	 39,548.38	 376,803.62	 9.50



CITY OF RANSOM CANYON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2020

01 -GENERAL FUND  
FIRE DEPARTMENT  
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET	
507-7020	COMPUTER EXPENSE	300.00	0.00	0.00	300.00	0.00
507-7030	DUES EXPENSE	75.00	0.00	0.00	75.00	0.00
507-7040	EDUCATION EXPENSE	2,000.00	0.00	0.00	2,000.00	0.00
507-7045	LUBBOCK COUNTY GRANT	10,300.00	0.00	0.00	10,300.00	0.00
507-7050	EQUIPMENT EXPENSE	3,000.00	0.00	0.00	3,000.00	0.00
507-7055	SUPPLIES	0.00	0.00	0.00	0.00	0.00
507-7060	AUTO & APD INSURANCE EXPENSE	2,861.00	0.00	0.00	2,861.00	0.00
507-7061	REAL & PERSONAL PROP INSURANC	2,183.00	0.00	0.00	2,183.00	0.00
507-7065	TANKER TRUCK PAYMENT	0.00	0.00	0.00	0.00	0.00
507-7070	WORKERS COMP INSURANCE	631.00	333.38	333.38	297.62	52.83
507-7080	MEDICAL EQUIPMENT EXPENSE	3,000.00	0.00	0.00	3,000.00	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	0.00	0.00	3,000.00	0.00
507-7140	BUILDING UTILITIES EXPENSE	7,000.00	522.35	522.35	6,477.65	7.46
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	17,000.00	1,291.37	1,291.37	15,708.63	7.60
507-7170	BUNKER GEAR CAPITAL EXP	0.00	0.00	0.00	0.00	0.00
507-7190	INTEREST EXPENSE ASB	0.00	0.00	0.00	0.00	0.00

TOTAL FIRE DEPARTMENT	58,850.00	2,147.10	2,147.10	56,702.90	3.65
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CITY OF RANSOM CANYON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2020

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## 01 -GENERAL FUND

## LIBRARY

## EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
508-8020 PAYROLL	21,631.00	1,802.58	1,802.58	19,828.42	8.33
508-8030 LIBRARY PROGRAMS EXPENSE	9,500.00	0.00	0.00	9,500.00	0.00
508-8035 CH FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00
508-8140 UTILITIES EXPENSE	2,400.00	198.49	198.49	2,201.51	8.27
508-8145 Building Repair	0.00	0.00	0.00	0.00	0.00
508-8150 TELEPHONE EXPENSE	1,245.00	0.00	0.00	1,245.00	0.00
508-8160 WORKERS COMP INSURANCE	93.00	93.00	93.00	0.00	100.00
TOTAL LIBRARY	34,869.00	2,094.07	2,094.07	32,774.93	6.01

CITY OF RANSOM CANYON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2020

01 -GENERAL FUND  
POLICE DEPARTMENT  
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
509-9000 PAYROLL	260,331.00	18,797.10	18,797.10	241,533.90	7.22
509-9010 AMMO EXPENSE	3,000.00	0.00	0.00	3,000.00	0.00
509-9015 ANIMAL CONTROL	150.00	0.00	0.00	150.00	0.00
509-9020 DUES EXPENSE	300.00	0.00	0.00	300.00	0.00
509-9030 EDUCATION EXPENSE	3,500.00	0.00	0.00	3,500.00	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	8,000.00	429.30	429.30	7,570.70	5.37
509-9055 MILEAGE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
509-9060 AUTO & APD INSURANCE EXPENSE	1,878.00	0.00	0.00	1,878.00	0.00
509-9065 LAW ENFORCEMENT LIABILITY INS	2,520.00	0.00	0.00	2,520.00	0.00
509-9066 E&O/REAL & PERSONAL PROP INS	4,660.00	0.00	0.00	4,660.00	0.00
509-9067 WORKERS COMP INSURANCE	8,996.00	8,401.76	8,401.76	594.24	93.39
509-9070 CELL PHONE EXPENSE	4,750.00	0.00	0.00	4,750.00	0.00
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	2,500.00	0.00	0.00	2,500.00	0.00
509-9150 TELEPHONE EXPENSE	2,500.00	0.00	0.00	2,500.00	0.00
509-9160 VEHICLE REPAIR EXPENSE	5,500.00	53.97	53.97	5,446.03	0.98
509-9170 CAMERA EXPENSE	0.00	0.00	0.00	0.00	0.00
509-9175 SURVEILLANCE VIDEO CAMERAS	2,000.00	0.00	0.00	2,000.00	0.00
509-9180 COMPUTER EXPENSE	5,500.00	18.02	18.02	5,481.98	0.33
509-9200 UNIFORM EXPENSE	1,750.00	0.00	0.00	1,750.00	0.00
509-9210 BOAT MAINTENANCE EXPENSE	500.00	0.00	0.00	500.00	0.00
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	 326,835.00	 27,700.15	 27,700.15	 299,134.85	 8.48

CITY OF RANSOM CANYON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2020

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01 -GENERAL FUND  
SEWER DEPARTMENT  
EXPENDITURES

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
510-1000	CHEMICAL EXPENSE	4,600.00	0.00	0.00	4,600.00	0.00
510-1001	PAYROLL	84,455.00	7,644.62	7,644.62	76,810.38	9.05
510-1005	PERMIT INSPECTION EXPENSE	1,500.00	0.00	0.00	1,500.00	0.00
510-1010	LAB EXPENSE	5,000.00	0.00	0.00	5,000.00	0.00
510-1014	UTILITY EXPENSE	42,000.00	2,724.73	2,724.73	39,275.27	6.49
510-1016	SEWER SLUDGE HAULING	2,000.00	74.51	74.51	1,925.49	3.73
510-1020	REPAIR EXPENSE	18,000.00	0.00	0.00	18,000.00	0.00
510-1025	SEWER PLANT WATER EXPENSE	0.00	0.00	0.00	0.00	0.00
510-1100	WORKERS COMP INSURANCE	2,573.00	2,275.38	2,275.38	297.62	88.43
TOTAL SEWER DEPARTMENT		160,128.00	12,719.24	12,719.24	147,408.76	7.94

AS OF: OCTOBER 31ST, 2020

## 01 -GENERAL FUND

## ROADS AND GROUNDS DEPT

## EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
511-1000 PAYROLL	80,361.00	6,930.59	6,930.59	73,430.41	8.62
511-1100 STREET SWEEPING EXPENSE	7,000.00	0.00	0.00	7,000.00	0.00
511-1101 CONTRACT ROAD REPAIR EXPENSE	2,000.00	0.00	0.00	2,000.00	0.00
511-1110 EQUIPMENT REPAIR	2,000.00	0.00	0.00	2,000.00	0.00
511-1115 GROUNDS MAINTENANCE EXPENSE	7,500.00	0.00	0.00	7,500.00	0.00
511-1120 MATERIALS & SUPPLIES EXPENSE	3,000.00	0.00	0.00	3,000.00	0.00
511-1124 STREET SIGNS EXPENSE	1,300.00	0.00	0.00	1,300.00	0.00
511-1130 TREE TRIMMING EXPENSE	2,000.00	0.00	0.00	2,000.00	0.00
511-1140 PARK EXPENSES	8,000.00	0.00	0.00	8,000.00	0.00
511-1300 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
 TOTAL ROADS AND GROUNDS DEPT	 113,161.00	 6,930.59	 6,930.59	 106,230.41	 6.12

CITY OF RANSOM CANYON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
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## 01 -GENERAL FUND

## WATER DEPARTMENT

## EXPENDITURES

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
512-1000	PAYROLL	66,953.00	6,253.58	6,253.58	60,699.42	9.34
512-1200	WATER SYSTEM PERMIT FEES	1,600.00	0.00	0.00	1,600.00	0.00
512-1205	LAB EXPENSE	2,000.00	0.00	0.00	2,000.00	0.00
512-1210	LP&L PURCHASE	370,000.00	0.00	0.00	370,000.00	0.00
512-1214	UTILITIES EXPENSE	4,000.00	123.00	123.00	3,877.00	3.08
512-1215	WATER METER EXPENSE	3,000.00	0.00	0.00	3,000.00	0.00
512-1220	REPAIR EXPENSE	9,000.00	68.98	68.98	8,931.02	0.77
512-6155	PICKUP LEASE EXPENSE	0.00	0.00	0.00	0.00	0.00
512-6160	TAIL GATE LIFT	0.00	0.00	0.00	0.00	0.00
512-6165	TANK INSPECTION	800.00	0.00	0.00	800.00	0.00
TOTAL WATER DEPARTMENT		457,353.00	6,445.56	6,445.56	450,907.44	1.41

CITY OF RANSOM CANYON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2020

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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, 2020

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01 -GENERAL FUND  
EMERGENCY OPS CENTER  
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
514-1405 EMERGENCY OPERATIONS CENTER	3,000.00	99.93	99.93	2,900.07	3.33
514-1410 EOC SIREN	4,875.00	0.00	0.00	4,875.00	0.00
TOTAL EMERGENCY OPS CENTER	7,875.00	99.93	99.93	7,775.07	1.27



CITY OF RANSOM CANYON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2020

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## 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	0.00	0.00	0.00	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
520-5027 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	175,000.00	11,455.97	11,455.97	163,544.03	6.55
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	0.00	0.00	0.00	0.00	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
520-5800 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
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TOTAL CAPITAL EXPENDITURES	175,000.00	11,455.97	11,455.97	163,544.03	6.55

CITY OF RANSOM CANYON  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: OCTOBER 31ST, 2020

01 -GENERAL FUND

BONDS

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
545-4500 BOND PRINCIPAL EXPENSE	100,000.00	0.00	0.00	100,000.00	0.00
545-5000 BOND INTEREST EXPENSE	16,515.00	0.00	0.00	16,515.00	0.00
545-5001 NOTE INTEREST	0.00	0.00	0.00	0.00	0.00
545-5010 BOND SERVICING FEE	900.00	806.25	806.25	93.75	89.58
545-5015 Amortization	0.00	0.00	0.00	0.00	0.00
545-6000 Depreciation	0.00	0.00	0.00	0.00	0.00
 TOTAL BONDS	 117,415.00	 806.25	 806.25	 116,608.75	 0.69
 TOTAL EXPENDITURES	 2,320,451.00	 141,346.17	 141,346.17	 2,179,104.83	 6.09
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	11,518.49) (	11,518.49)	11,518.49	0.00
	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*



VENDOR SET: 01 City of Ransom Canyon

BANK: \* ALL BANKS

DATE RANGE:10/01/2020 THRU 10/31/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0042	NATIVE TEXAN LANDSCAPES							
C-CHECK	NATIVE TEXAN LANDSCAPES VOIDED	V	10/02/2020			017834		9,240.00CR
C-CHECK	VOID CHECK	V	10/02/2020			017843		
C-CHECK	VOID CHECK	V	10/30/2020			017895		

## \* \* T O T A L S \* \*

NO

INVOICE AMOUNT

DISCOUNTS

CHECK AMOUNT

REGULAR CHECKS:

0

0.00

0.00

0.00

HAND CHECKS:

0

0.00

0.00

0.00

DRAFTS:

0

0.00

0.00

0.00

EFT:

0

0.00

0.00

0.00

NON CHECKS:

0

0.00

0.00

0.00

VOID CHECKS:

3 VOID DEBITS

0.00

VOID CREDITS

9,240.00CR

9,240.00CR

0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			3	9,240.00CR	0.00	0.00
BANK: *		TOTALS:	3	9,240.00CR	0.00	0.00

VENDOR SET: 01 City of Ransom Canyon

BANK: APCO AP CITIZENS OPERATING

DATE RANGE:10/01/2020 THRU 10/31/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8770	ANGELIA FIKES							
I-10152020-L	ANGELIA FIKES	E	10/15/2020	901.29		000087		901.29
8770	ANGELIA FIKES							
I-LIBRARY PY103120	ANGELIA FIKES	E	10/30/2020	901.29		000088		901.29
7720	DOMINGO MORALES							
I-202010015898	DOMINGO MORALES	R	10/01/2020	190.00		017833		190.00
0042	NATIVE TEXAN LANDSCAPES							
I-202010015897	NATIVE TEXAN LANDSCAPES	V	10/02/2020	4,620.00		017834		
I-202010015899	NATIVE TEXAN LANDSCAPES	V	10/02/2020	4,620.00		017834		9,240.00
0042	NATIVE TEXAN LANDSCAPES							
M-CHECK	NATIVE TEXAN LANDSCAPES VOIDED	V	10/02/2020			017834		9,240.00CR
0045	BLADES GROUP LLC							
I-202010015896	BLADES GROUP LLC	R	10/02/2020	744.00		017835		744.00
0970	JORDAN'S POWER SWEEP							
I-5202	JORDAN'S POWER SWEEP	R	10/02/2020	1,100.00		017836		1,100.00
1300	O D KENNEY							
I-202010015900	O D KENNEY	R	10/02/2020	372.22		017837		372.22
1600	SMITH FORD							
I-F27974	SMITH FORD	R	10/02/2020	7.00		017838		7.00
1640	SOUTH PLAINS ELECTRIC							
I-202009305895	SOUTH PLAINS ELECTRIC	R	10/02/2020	3,369.74		017839		3,369.74
1650	SOUTH PLAINS TELEPHONE							
I-202009305893	SOUTH PLAINS TELEPHONE	R	10/02/2020	696.50		017840		696.50
3700	EUROFINS XENCO LLC							
I-1492312	EUROFINS XENCO LLC	R	10/02/2020	66.00		017841		66.00
5560	SAM'S CLUB MASTERCARD							
I-202009305892	SAM'S CLUB MASTERCARD	R	10/02/2020	4,752.45		017842		4,752.45
6720	PARKHILL SMITH & COOPER							
I-202009305894	PARKHILL SMITH & COOPER	R	10/02/2020	33,387.95		017844		33,387.95

VENDOR SET: 01 City of Ransom Canyon

BANK: APCO AP CITIZENS OPERATING

DATE RANGE:10/01/2020 THRU 10/31/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0120	AMERIPRIDE SERVICES, INC							
I-202010065901	AMERIPRIDE SERVICES, INC	R	10/06/2020	425.47		017845		425.47
0600	DPC INDUSTRIES, INC							
I-202010065904	DPC INDUSTRIES, INC	R	10/06/2020	459.84		017846		459.84
0980	K W SHARP INC							
I-202010065907	K W SHARP INC	R	10/06/2020	8,208.80		017847		8,208.80
2130	BENITO GARCIA							
I-202010065905	BENITO GARCIA	R	10/06/2020	6.90		017848		6.90
5370	CORY NEEDHAM							
I-202010065909	CORY NEEDHAM	R	10/06/2020	43.70		017849		43.70
5460	ROBERT MCCARVER							
I-202010065908	ROBERT MCCARVER	R	10/06/2020	65.55		017850		65.55
7200	CITY OF LUBBOCK UTILITIES WATE							
I-202010065902	CITY OF LUBBOCK UTILITIES WATE	R	10/06/2020	53,579.40		017851		53,579.40
9060	BOJORQUEZ LAW FIRM, PC							
I-9344	BOJORQUEZ LAW FIRM, PC	R	10/06/2020	1,881.50		017852		1,881.50
9410	DALEY'S SUPERIOR ASPHALT							
I-202010065903	DALEY'S SUPERIOR ASPHALT	R	10/06/2020	191.25		017853		191.25
9630	LEE JONES							
I-202010065906	LEE JONES	R	10/06/2020	80.50		017854		80.50
0880	INTERNATIONAL CODE COUNCIL, IN							
I-3288303	INTERNATIONAL CODE COUNCIL, IN	R	10/07/2020	145.00		017855		145.00
1610	SOUTH PLAINS ASSOC OF GOV							
I-2021-051	SOUTH PLAINS ASSOC OF GOV	R	10/07/2020	137.00		017856		137.00
1810	TML EMPLOYEE BENEFITS POOL							
I-2020-10	TML EMPLOYEE BENEFITS POOL	R	10/07/2020	10,925.38		017857		10,925.38
1850	TEXAS WATER UTILITY ASSN							
I-202010065910	TEXAS WATER UTILITY ASSN	R	10/07/2020	425.00		017858		425.00
2520	DISH NETWORK							
I-202010075911	DISH NETWORK	R	10/07/2020	72.63		017859		72.63

VENDOR SET: 01 City of Ransom Canyon

BANK: APCO AP CITIZENS OPERATING

DATE RANGE:10/01/2020 THRU 10/31/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2950	PITNEY BOWES GLOBAL FINANCIAL							
I-3312077483	PITNEY BOWES GLOBAL FINANCIAL	R	10/07/2020	309.57		017860		309.57
5660	TYLER TECHNOLOGIES							
I-025-307029	TYLER TECHNOLOGIES	R	10/07/2020	2,863.13		017861		2,863.13
9700	CSI: LUBBOCK							
I-7276	CSI: LUBBOCK	R	10/07/2020	30.00		017862		30.00
8460	MARY ANN CROW							
I-202010085912	MARY ANN CROW	R	10/08/2020	500.00		017863		500.00
0032	GERMBLAST							
I-39788	GERMBLAST	R	10/08/2020	497.19		017864		497.19
9630	LEE JONES							
I-202010155914	LEE JONES	R	10/15/2020	17.53		017870		17.53
0042	NATIVE TEXAN LANDSCAPES							
I-202010165915	NATIVE TEXAN LANDSCAPES	R	10/16/2020	4,620.00		017871		4,620.00
3700	EUROFINS XENCO LLC							
I-1492002	EUROFINS XENCO LLC	R	10/16/2020	64.00		017872		64.00
6720	PARKHILL SMITH & COOPER							
I-01356217.00-13	PARKHILL SMITH & COOPER	R	10/16/2020	7,500.00		017873		7,500.00
0023	COMPUTER TRANSITION SERVICES,							
I-202010165918	COMPUTER TRANSITION SERVICES,	R	10/16/2020	1,781.34		017874		1,781.34
0046	REDDIN BLACK EQUIPMENT SERVICE							
I-1512	REDDIN BLACK EQUIPMENT SERVICE	R	10/16/2020	1,291.37		017875		1,291.37
0290	TAKE 5 / MYFLEETCENTER.COM							
I-202010165919	TAKE 5 / MYFLEETCENTER.COM	R	10/16/2020	188.16		017876		188.16
0360	CAPROCK WASTE - MUNICIPAL SERV							
I-1514381	CAPROCK WASTE - MUNICIPAL SERV	R	10/16/2020	7,815.00		017877		7,815.00
1030	CITY OF LUBBOCK UTILITIES SOLI							
I-202010165917	CITY OF LUBBOCK UTILITIES SOLI	R	10/16/2020	74.51		017878		74.51
3440	AREA WIDE INSPECTION SERVICE							
I-202010165916	AREA WIDE INSPECTION SERVICE	R	10/16/2020	225.00		017879		225.00

VENDOR SET: 01 City of Ransom Canyon

BANK: APCO AP CITIZENS OPERATING

DATE RANGE:10/01/2020 THRU 10/31/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5300	CAPROCK WASTE - ROLL OFF							
I-1514328	CAPROCK WASTE - ROLL OFF	R	10/16/2020	4,216.74		017880		4,216.74
6720	PARKHILL SMITH & COOPER							
I-01356217.00-14	PARKHILL SMITH & COOPER	R	10/16/2020	11,455.97		017881		11,455.97
8280	AQUAONE							
I-347395	AQUAONE	R	10/16/2020	36.00		017882		36.00
2190	STATE COMPTROLLER							
I-202010205920	STATE COMPTROLLER	R	10/20/2020	483.57		017883		483.57
2690	DARLEY & CO							
I-202010205921	DARLEY & CO	R	10/20/2020	772.03		017884		772.03
0080	AFLAC							
I-012585	AFLAC	R	10/21/2020	338.46		017885		338.46
1800	TML RISK POOL							
I-202010215922	TML RISK POOL	R	10/21/2020	22,100.28		017886		22,100.28
7360	REGIONS CORPORATE TRUST OPERAT							
I-474	REGIONS CORPORATE TRUST OPERAT	R	10/21/2020	806.25		017887		806.25
8940	DEER OAKS EAP SERVICES LLC							
I-PCR20-112	DEER OAKS EAP SERVICES LLC	R	10/21/2020	49.32		017888		49.32
2690	DARLEY & CO							
I-17413948	DARLEY & CO	R	10/28/2020	1,744.90		017897		1,744.90
0160	ATMOS							
I-202010295924	ATMOS	R	10/29/2020	720.07		017898		720.07
0210	BECKERS							
I-259139	BECKERS	R	10/29/2020	68.98		017899		68.98
1640	SOUTH PLAINS ELECTRIC							
I-202010295927	SOUTH PLAINS ELECTRIC	R	10/29/2020	3,547.27		017900		3,547.27
1810	TML EMPLOYEE BENEFITS POOL							
I-2020-11	TML EMPLOYEE BENEFITS POOL	R	10/29/2020	11,716.52		017901		11,716.52
2210	HURST FARM SUPPLY							
I-555623	HURST FARM SUPPLY	R	10/29/2020	32.97		017902		32.97



VENDOR SET: 01 City of Ransom Canyon

BANK: APCO AP CITIZENS OPERATING

DATE RANGE:10/01/2020 THRU 10/31/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5620	SLATON GAS & EQUIPMENT CO.							
I-52840	SLATON GAS & EQUIPMENT CO.	R	10/29/2020	1,492.88		017903		1,492.88
8380	SOUTH PLAINS CHAPTER OF TMCA							
I-202010295926	SOUTH PLAINS CHAPTER OF TMCA	R	10/29/2020	40.00		017904		40.00
8460	MARY ANN CROW							
I-202010295929	MARY ANN CROW	R	10/29/2020	500.00		017905		500.00
9630	LEE JONES							
I-202010295925	LEE JONES	R	10/29/2020	17.53		017906		17.53

## \* \* T O T A L S \* \*

NO

INVOICE AMOUNT

DISCOUNTS

CHECK AMOUNT

REGULAR CHECKS:

59

218,490.32

0.00

209,250.32

HAND CHECKS:

0

0.00

0.00

0.00

DRAFTS:

0

0.00

0.00

0.00

EFT:

2

1,802.58

0.00

1,802.58

NON CHECKS:

0

0.00

0.00

0.00

VOID CHECKS:

1 VOID DEBITS

0.00

VOID CREDITS

9,240.00CR

9,240.00CR

0.00

TOTAL ERRORS: 0

NO

INVOICE AMOUNT

DISCOUNTS

CHECK AMOUNT

VENDOR SET: 01 BANK: APCO TOTALS:

62

211,052.90

0.00

211,052.90

BANK: APCO TOTALS:

62

211,052.90

0.00

211,052.90

VENDOR SET: 01 City of Ransom Canyon

BANK: PY PAYROLL LIABILITIES

DATE RANGE:10/01/2020 THRU 10/31/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3100	INTERNAL REVENUE SERVICE - IRS							
I-T1 202010135913	FEDERAL WITHHOLDING	D	10/15/2020	1,873.93		000087		
I-T3 202010135913	SOCIAL SECURITY PAYABLE	D	10/15/2020	2,838.68		000087		
I-T4 202010135913	MEDICARE PAYABLE	D	10/15/2020	663.86		000087		5,376.47
3100	INTERNAL REVENUE SERVICE - IRS							
I-T1 202010275923	FEDERAL WITHHOLDING	D	10/30/2020	1,851.93		000088		
I-T3 202010275923	SOCIAL SECURITY PAYABLE	D	10/30/2020	2,826.28		000088		
I-T4 202010275923	MEDICARE PAYABLE	D	10/30/2020	660.96		000088		5,339.17
7830	OFFICE OF THE ATTORNEY GENERAL							
I-C01202010135913	RI# 00113842122006534226	R	10/15/2020	555.00		017868		555.00
8340	OFFICE OF THE TEXAS ATTORNEY G							
I-C02202010135913	RI# 0013095172B398711407	R	10/15/2020	392.45		017869		392.45
7830	OFFICE OF THE ATTORNEY GENERAL							
I-C01202010275923	RI# 00113842122006534226	R	10/30/2020	555.00		017892		555.00
8340	OFFICE OF THE TEXAS ATTORNEY G							
I-C02202010275923	RI# 0013095172B398711407	R	10/30/2020	392.45		017893		392.45
1940	TEXAS MUNICIPAL RETIREMEN							
I-RET202010135913	TMRS PAYABLE	R	10/30/2020	5,369.01		017894		
I-RET202010275923	TMRS PAYABLE	R	10/30/2020	5,369.01		017894		10,738.02
0026	AXA-Equitable							
I-AXA202010135913	457 Deferred Compensation	R	10/30/2020	100.00		017896		
I-AXA202010275923	457 Deferred Compensation	R	10/30/2020	100.00		017896		200.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	6	12,832.92	0.00	12,832.92
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	10,715.64	0.00	10,715.64
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01 City of Ransom Canyon

BANK: PY PAYROLL LIABILITIES

DATE RANGE: 10/01/2020 THRU 10/31/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PY TOTALS:	8	23,548.56	0.00	23,548.56
BANK: PY TOTALS:	8	23,548.56	0.00	23,548.56
REPORT TOTALS:	70	234,601.46	0.00	234,601.46

## 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: 10/01/2020 THRU 10/31/2020  
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



## Payment Information

	New Balance:	\$3,483.30
	Total Minimum Payment Due:	\$146.00
	Payment Due Date:	11/12/2020

Payments must be received by 5pm ET on 11/12/2020 if mailed, or by 11:59pm ET on 11/12/2020 for online and phone payments.

**MEMBER SERVICE:** For Account Information log on to [SamsClubCredit.com/businesscard](https://SamsClubCredit.com/businesscard). This account is registered. See your online Administrator to get a User ID & Password. 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

Prior Balance as of 09/24/2020	\$4,752.45	Credit Limit	\$25,000
Payments	- 4,752.45	Available Credit	\$21,516
Purchases/Debits	+ 3,483.30	Cash Advance/Quick Cash Limit	\$5,000
New Balance as of 10/23/2020	\$3,483.30	Available Cash	\$5,000
30 Day Billing Cycle from 09/24/2020 to 10/23/2020			

## Cash Back Summary

Prior Cash Back Balance	\$479.91
Cash Back Earned	\$69.65
Current Cash Back Balance	\$549.56

**Congratulations! You have earned \$549.56 so far this year.**

Use the Sam's Club Mastercard everywhere Mastercard is accepted and earn cash back on the things you already do.

## Transaction Detail

Date	Reference #	Description	Amount
<b>Payments</b>			
10/05	8556053M801LX5A9B	PAYMENT - THANK YOU	\$4,752.45
		TOTAL 5560531040175858	\$4,752.45
<b>Purchases and Other Debits</b>			
10/06	8510165M9LQ7NZR56	AWEBER COMMUNICATIO 215-825-2196 PA	\$10.00
10/21	8556053MR00YX6T31	SAMS CLUB.COM 006279 BENTONVILLE AR	\$116.96
		SAM S/WAI -MART PURCHASE(S)	
		TOTAL Admin	\$126.96
09/23	5548077LWBLHA3ZPB	ACADEMY SPORTS #49 LUBBOCK TX	\$244.98
09/24	5548077LX2M1GJP6K	ACADEMY SPORTS #268 LUBBOCK TX	\$89.99
09/25	5541734LY4PH1B7Z5	SWINGSET MALL 800 9857659 WA	\$185.85
09/28	1527021M087YPQ7E1	EBAY O*20-05805-89214 SAN JOSE CA	\$17.23
10/05	5548872M82MOJ260X	TDLR HEALTH 5124635215 TX	\$75.00
10/08	0531461MBEHVD21RJ	RACER CLASSIC CAR WASH LUBBOCK TX	\$8.00
10/21	5548872MRBM6RRLKR	TCEQ IND RENEWAL LIC 5122396261 TX	\$111.00
		TOTAL OPS	\$732.05
10/22	0230537MTEHWZXQ8W	OFFICE DEPOT #1079 800-463-3768 TX	\$173.71
		TOTAL Admin	\$173.71

(Continued on next page)

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PAGE 2 of 5

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### Transaction Detail (Continued)

Date	Reference #	Description	Amount
09/24	0531461LXEHV4KMWT	RACER CLASSIC CAR WASH LUBBOCK TX	\$8.00
09/28	5531020M0LQLEGW1	ADOBE ACROPRO SUB5 4085366000 CA	\$16.08
09/28	0230537M100ED991K	USPS PO 4884150494 SLATON TX	\$26.35
09/30	8556053M400XXAF4F	WALMART.COM 800-966-6546 BENTONVILLE AR	\$180.05
10/01	5543687M43JAPDRGG	FORREST TIRE LUBBOCK F LUBBOCK TX	\$866.00
10/01	0531461M4EHW68JZ4	RACER CLASSIC CAR WASH LUBBOCK TX	\$8.00
10/12	0531461MFEH5E56K9	RACER CLASSIC CAR WASH LUBBOCK TX	\$8.00
10/14	7530637MG60G4G85R	LUBBOCK CO SVC FEE FORT WORTH TX	\$0.16
10/14	7530637MG60G4G8WA	LUBBOCK CO, TX TAC- MV LUBBOCK TX	\$7.50
10/14	0230664MHHEV2QRFB	LUBE PRO LLC LUBBOCK TX	\$7.00
10/15	5530959MH60T4DXQX	GENE MESSER CHEVROLET LUBBOCK TX	\$146.15
10/15	0531461MJEHVBWEPJ	RACER CLASSIC CAR WASH LUBBOCK TX	\$8.00
10/15	0230664MJ00G2V1NA	LUBE PRO LLC LUBBOCK TX	\$7.00
10/16	2526508ML000001K0	GUNBUYER ORMOND BEACH FL	\$708.33
10/20	7530637MN5XNPFEAA	LUBBOCK CO SVC FEE FORT WORTH TX	\$0.16
10/20	7530637MN5XNPFEAS	LUBBOCK CO, TX TAC- MV LUBBOCK TX	\$7.50
		TOTAL <i>Police</i> \$2,004.28	
10/08	8556053MB01JRP90G	SAM'S CLUB 008270 LUBBOCK TX	\$79.66
		SAM S/WAL-MART PURCHASE(S)	
10/17	5543286MK5V46AX51	APPLE.COM/BILL 866-712-7753 CA	\$9.64
10/22	5546315MR47Z4EJK9	RAINBOW PRINTING & ULT UNIONTOWN OH	\$357.00
		TOTAL <i>Library</i> \$446.30	
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 and Cash Over	N/A	22.90% (v)	\$0.00	\$0.00
Cash Advances	N/A	25.90% (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](https://SamsClubCredit.com/credit) or call the 24 Hour Credit Card Service phone number on 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.

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the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1998. The public sector has become a major employer in the UK, and its growth has been a key factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a key factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a key factor in the overall growth of the economy.

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**Town of Ransom Canyon**  
**Financial Investment Report**  
**Balance for October 1 -October 31, 2020**

INTEREST BEARING CASH ACCOUNTS AT DEPOSITORY BANK

Acct #	Investment Type/Institution	Annual Percentage Ending Rate of Interest	Maturity Date	Beginning Balance	Ending Balance	Interest Accrued	YTD Interest
617113	Construction Account (Centennial Bank)	0.51%	N/A	\$ 647,050.55	\$ 647,320.15	\$ 269.60	\$ 269.60
34207	Reserve Account (Centennial Bank)	0.51%	N/A	\$ 460,914.21	\$ 461,106.26	\$ 192.05	\$ 192.05
625345	Operating Account (Centennial Bank)	0.51%	N/A	\$ 89,922.05	\$ 52,290.07	\$ 35.16	\$ 35.16
17787	Interest and Sinking Account (Centennial Bank)	0.51%	N/A	\$ 284,606.62	\$ 190,057.34	\$ 93.97	\$ 93.97
63108	Police Seizure Account (Centennial Bank)	0.00%	N/A	\$ -	\$ -	\$ -	\$ -
210103849	Police LEOSE Account (Centennial Bank)	0.00%	N/A	\$ -	\$ -	\$ -	\$ -
		2.04%	N/A	\$ 1,482,493.43	\$ 1,350,773.82	\$ 590.78	\$ 590.78

**AGENDA ITEM 5:**

**DEER FEEDING**

**ORDINANCE**

# **Town of Ransom Canyon**

## **DEER ORDINANCE \_\_\_\_\_**

**AN ORDINANCE PROHIBITING THE FEEDING OF DEER WITHIN THE CITY LIMITS; ESTABLISHING AND PROVIDING FOR PENALTIES FOR FEEDING DEER IN THE CITY LIMITS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the Town of Ransom Canyon, Texas (herein the "City") has a significant over population of whitetail deer as reflected in deer counts that were conducted throughout the city; and

WHEREAS, the deer population in the City poses a hazard to motorists in the City, causes a reduction in the native plant life, and causes damage to landscaping installed by residents; and

WHEREAS, the feeding of deer has been shown to increase the concentration of deer in the area of feeding, thereby increasing the likelihood of collisions between vehicles and deer, and increasing damage to vegetation and landscaping in the area; and

WHEREAS, the feeding of deer has been shown to attract deer to a residential area and that a reduction in feeding of deer would discourage the influx of additional deer and best protect the property values, the health, safety, and general welfare of the citizens.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF RANSOM CANYON, LUBBOCK COUNTY, TEXAS:**

### **SECTION I – FINDINGS**

1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council of the Town of Ransom Canyon and made a part hereof for all purposes as findings of fact.

### **SECTION II – FEEDING OF DEER PROHIBITED**

1. No person shall purposely feed or provide food (as described in paragraph 2. below) through a ground-feeding station, salt lick or by other means, to any species of deer in the Town of Ransom Canyon, Texas on any public or private land.
2. A person shall be deemed to have purposely fed or caused deer to be fed if the person places wheat, pellet livestock food, corn in any form, fruit, vegetables, hay or alfalfa, human food scraps, any form of commercially sold wildlife feed, or livestock feed, or any other edible matter that deer will consume (not including vegetation, ornamental landscaping, or birdseed in elevated or limited access containers) on the ground, or within reach of deer. This prohibition shall not apply to edible matter located either in an enclosed building or stored in securely sealed packages.

3. A person who violates any provision of this Ordinance commits an offense.

### **SECTION III – ENFORCEMENT**

1. Peace Officers and Animal Control Officers are hereby given full power and authority to enforce this Ordinance.

### **SECTION IV – PENALTIES**

1. A person who commits a violation of this Ordinance will first be given a warning and will be provided information on the negative impacts of wildlife feeding. A second offense will result in prosecution in municipal court. Any violation of this Ordinance is deemed a Class C misdemeanor punishable by a fine of not less than \$75.00 more than \$500.00. Each day any violation of any provision of this Ordinance shall constitute a separate offense.

### **SECTION V – CLOSING PROVISIONS**

1. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.
2. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.
3. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 511, Texas Gov't Code.

PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

TOWN OF RANSOM CANYON, TEXAS

By: \_\_\_\_\_  
Jana Trew, Mayor

ATTEST:

\_\_\_\_\_  
Elena Quintanilla, City Secretary

**John H. Russell**  
**13 Sioux Trail**  
**Ransom Canyon, Texas 79366**  
**806.392.1956**

November 3, 2020

City Council  
Town of Ransom Canyon

Re: Feeding of Deer in the Canyon

Dear Aldermen of Ransom Canyon:

It has come to my attention that you plan to discuss feeding deer in the canyon at the next city council meeting November 10, 2020. This letter is to object to any regulations regarding feeding deer or any wildlife in the canyon, particularly Ransom Canyon.

When we moved to Ransom Canyon 8 years ago, we did so partially due to the wildlife in the canyon and the beauty that add to this great place we live. It is very common to have visitors come out and be amazed at the deer that are roaming in the area. We live in one of the more rural areas of the Canyon and get to enjoy deer and other wild life roaming in this area.

I do have many questions regarding any proposed ordinance. These are listed below along with comments regarding the question.

1. Will corn be the feed that is specified as prohibited? I am assuming you know that other animals and birds love to eat corn.
2. If you pass this how long will it be until you say you cannot feed birds? Deer love bird seed and have been known to raid bird feeders.
3. What about cats? Deer love cat food.
4. What about dogs? Deer like dog food as well.
5. Does this mean I have to cut down my young oak trees? Deer like the leaves and the acorns at certain times of the year.
6. Does this mean I cannot grow flowers any longer? Deer have been known to eat flowers from my yard many times, even though the nursery claims the deer do not like these.
7. What about grass? They have been known to graze in my yard and even lay in my yard.
8. Does this mean I have to get rid of the pond in my front yard. We have deer, cats, raccoons, skunks, foxes, and who knows what other animals coming to our yard to get a drink.

I think once you really look at the questions I have listed, you will see how absurd some of these things are; however, once you start with one thing, where do you stop. How do you enforce such an ordinance?

I think you should really get the word out to the folks in the Canyon before acting on anything like this as I believe you will find that the majority of the residents here prefer to see the wildlife.

Respectfully,

John H. Russell

**AGENDA ITEM 6:**  
**AUDIT REPORT WILL BE**  
**HAND DELIVERED ON**  
**MONDAY. AUDITORS**  
**ARE STILL PREPARING**  
**THE FINAL**  
**DOCUMENTS**

**AGENDA ITEM 9:**  
**INCREASE OF WATER**  
**AND SEWER RATES**

**ORDINANCE NO. 20-001208**

**DATE PASSED: SECOND READING**

**PERTAINING TO: WATER AND SEWER RATES**

**DATE EFFECTIVE: January 1, 2021**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 14-001209, KNOWN AS THE WATER AND SEWER RATES ORDINANCE, PROVIDING FOR AN INCREASE IN THE WATER AND SEWER RATES IN SECTION ONE, TWO AND THREE; 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 \$32.00
- b. Water Rates:
  - a. \$5.62 per 1,000 gallons of usage up to 5,000 gallons
  - b. \$7.09 per 1,000 gallons of usage over 5,000 gallons up to 14,000 gallons
  - c. \$8.03 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 \$52.00
- 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, 2021.**

**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 THIRD READING THIS \_\_\_\_\_ DAY OF DECEMBER 2020.**

TOWN OF RANSOM CANYON

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JANA TREW, MAYOR

ATTEST:

APPROVED AS TO FORM:

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ELENA QUINTANILLA, CITY SECRETARY

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DONNA CLARKE, ATTORNEY

**AGENDA ITEM 10:**

**ISSUANCE OF  
CERTIFICATES OF  
OBLIGATION FOR  
WATER AND  
WASTEWATER  
IMPROVEMENTS**

*Overview of the Proposed 2020 Certificates*

# City of Ransom Canyon, Texas

*November 10, 2020*



**SPECIALIZED PUBLIC FINANCE INC.**  
FINANCIAL ADVISORY SERVICES

Vince Vialle	Managing Director
Office 214.373.3911	Cell 806.773.4546 vince@spfmuni.com
Patrick Smith	Director
Office 214.373.3911	Cell 214.499.0412 patrick@spfmuni.com

# Overview of the Plan of Finance

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- The Town of Ransom Canyon (the “Town”) applied for funding through the Texas Water Development Board (“TWDB”) Development Fund (“D-Fund”) Program.
- The TWDB approved the Town’s application for funding at the November 5<sup>th</sup> Board Meeting.
- The Town will receive total funding from the TWDB in the par amount of \$4,835,000 at an interest rate of 2.27% to be provided as follows:
  - \$535,000 for Water portion
  - \$4,300,000 for Sewer portion (payments to be split on a pro rata basis with Buffalo Springs)
- Today, the Council will consider authorizing the issuance of the Certificates.

# Proforma Financial Model

Fiscal Year	Estimated Connections	Estimated Monthly Per Connection Increase	Net Water & Sewer Revenues (1)(2)	Series 2020; D-Fund TIC: 2.27%		Less (1), Interlocal Agreement with Buffalo Springs WCID		Total Projected Ransom Canyon Utility Fund Supported Debt Service	Estimated Transfers to the General Fund	Estimated Change in Net Position (2)
30-Sep				Principal	Interest	Debt Service				
2020	546	\$ 19.50	\$ 278,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (255,000)	\$ 23,050
2021	546	-	405,814	-	69,088	69,088	(30,717)	38,371	(255,000)	112,443
2022	546	-	405,814	130,000	100,647	230,647	(102,251)	128,396	(255,000)	22,418
2023	546	-	405,814	130,000	98,898	228,898	(101,477)	127,421	(255,000)	23,393
2024	546	-	405,814	130,000	97,130	227,130	(100,695)	126,435	(255,000)	24,379
2025	546	-	405,814	135,000	95,288	230,288	(102,378)	127,910	(255,000)	22,905
2026	546	-	405,814	135,000	93,357	228,357	(101,520)	126,837	(255,000)	23,977
2027	546	-	405,814	135,000	91,339	226,339	(100,623)	125,716	(255,000)	25,098
2028	546	-	405,814	140,000	89,173	229,173	(102,158)	127,014	(255,000)	23,800
2029	546	-	405,814	140,000	86,863	226,863	(101,127)	125,736	(255,000)	25,078
2030	546	-	405,814	145,000	84,404	229,404	(102,527)	126,877	(255,000)	23,937
2031	546	-	405,814	145,000	81,794	226,794	(101,357)	125,437	(255,000)	25,377
2032	546	-	405,814	145,000	78,908	223,908	(100,063)	123,845	(255,000)	26,969
2033	546	-	405,814	150,000	75,887	225,887	(101,206)	124,680	(255,000)	26,134
2034	546	-	405,814	155,000	72,859	227,859	(102,341)	125,518	(255,000)	25,297
2035	546	-	405,814	155,000	69,705	224,705	(100,917)	123,788	(255,000)	27,026
2036	546	-	405,814	165,000	66,376	231,376	(101,935)	129,441	(255,000)	21,373
2037	546	-	405,814	165,000	62,878	227,878	(100,398)	127,480	(255,000)	23,334
2038	546	-	405,814	170,000	59,259	229,259	(101,304)	127,955	(255,000)	22,859
2039	546	-	405,814	175,000	55,464	230,464	(102,127)	128,337	(255,000)	22,477
2040	546	-	405,814	175,000	51,552	226,552	(100,394)	126,158	(255,000)	24,656
2041	546	-	405,814	180,000	47,532	227,532	(101,111)	126,421	(255,000)	24,393
2042	546	-	405,814	185,000	43,213	228,213	(101,688)	126,525	(255,000)	24,289
2043	546	-	405,814	190,000	38,620	228,620	(102,136)	126,484	(255,000)	24,331
2044	546	-	405,814	190,000	33,965	223,965	(100,054)	123,911	(255,000)	26,903
2045	546	-	405,814	195,000	29,248	224,248	(100,440)	123,808	(255,000)	27,006
2046	546	-	405,814	205,000	24,348	229,348	(100,766)	128,582	(255,000)	22,232
2047	546	-	405,814	210,000	19,202	229,202	(101,003)	128,199	(255,000)	22,615
2048	546	-	405,814	215,000	13,868	228,868	(101,150)	127,718	(255,000)	23,096
2049	546	-	405,814	220,000	8,409	228,409	(101,234)	127,175	(255,000)	23,639
2050	546	-	405,814	225,000	2,824	227,824	(101,255)	126,569	(255,000)	24,245
				\$4,835,000	\$ 1,842,091	\$ 6,677,091	\$ (2,968,350)	\$ 3,708,741		

(1) From 2019 Audit. Does not include Sanitation Revenues nor Garbage Contract Expense of \$120,000 annually.

(2) Excludes Depreciation.

(3) Buffalo Springs WCID will pay a pro rata share of the sewer related debt service (historically equal to 50%) in the proposed Series 2020 borrowing



**SPECIALIZED PUBLIC FINANCE INC.**  
FINANCIAL ADVISORY SERVICES

# Financing Calendar

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

Denotes Closing Date

Denotes Town Council Meeting Date

Denotes Closing Date  
Denotes Town Council Meeting Date

Date	Task
Tuesday, August 11, 2020	<p><u>Council Meeting</u> – Financing update from Specialized Public Finance Inc. (“SPFI”) for the Certificates. (6:30 pm)</p> <ul style="list-style-type: none"> <li>City Council authorizes the publication for the Notice of Intent to issue the Certificates to the TWDB.</li> </ul>
Friday, August 14, 2020	Bond Counsel to distribute draft Ordinance to the Texas Water Development Board (“TWDB”) and working group.
Thursday, August 20, 2020	<p>Bond Counsel to coordinate with <i>The Slatonite</i>:</p> <ul style="list-style-type: none"> <li>First publication of Notice of Intent to issue the Certificates in newspaper of general circulation.</li> </ul>
Thursday, August 27, 2020	<p>Bond Counsel to coordinate with <i>The Slatonite</i>:</p> <ul style="list-style-type: none"> <li>Second publication of Notice of Intent to issue the Certificates in newspaper of general circulation.</li> </ul>
Thursday, November 5, 2020	TWDB to adopt a Resolution approving the City’s request for financial assistance through the TWDB Development Fund (“D Fund”).
Friday, November 6, 2020	<u>Set Rates</u> – Interest rates on the Certificates are set by the TWDB. SPFI to distribute final debt service schedules to the working group.
Tuesday, November 10, 2020	<u>Council Meeting - Award</u> – The City Council will consider an Ordinance authorizing the issuance of Certificates to the TWDB.
Thursday, December 10, 2020	<u>Closing Date</u> – Proceeds from the Certificates will be delivered.

ORDINANCE AUTHORIZING THE ISSUANCE OF TOWN OF RANSOM CANYON, TEXAS  
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION,  
SERIES 2020, IN THE PRINCIPAL AMOUNT OF \$4,835,000 AND AWARDING THE SALE  
OF SUCH CERTIFICATES OF OBLIGATION TO THE TEXAS WATER DEVELOPMENT  
BOARD

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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 (the "Certificates of Obligation" or the "Certificates") in the amount of \$4,835,000 for the purpose of 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 waterworks system, including repairing, replacing, rehabilitating and constructing water storage facilities, water lines, valves, fire hydrants, service connections, and related infrastructure; (ii) 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 (iii) legal, fiscal and engineering fees in connection with such projects; and

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

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

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; and

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 Certificates of Obligation be issued.

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF RANSOM CANYON:

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 Obligation of the Town of Ransom Canyon, Texas are hereby authorized to be issued and delivered in the aggregate principal amount of \$4,835,000 for the purpose of 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 waterworks system, including repairing, replacing, rehabilitating and constructing water storage facilities, water lines, valves, fire hydrants, service connections, and related infrastructure; (ii) 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 (iii) legal, fiscal and engineering fees in connection with such projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF THE CERTIFICATES. Each Certificate of Obligation issued pursuant to this Ordinance shall be designated: "TOWN OF RANSOM CANYON, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020" and initially there shall be issued, sold and delivered hereunder one fully registered certificate, without interest coupons, dated August 15, 2020, in the aggregate 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 12 hereof), or to the registered assignee or assignees of said certificate or any portion or portions thereof (in each case, the "Registered Owner"). The Certificates of Obligation shall mature on February 15 in the years and in the principal amounts and interest rates set forth below. Interest on each Certificate shall accrue on the basis of a 360-day year consisting of twelve 30-day months from the date of initial delivery or the most recent interest payment date to which interest has been paid or provided for at the per annum rates of interest, payable semiannually on February 15 and August 15 of each year until the principal amount shall have been paid or provision for such payment shall have been made, commencing February 15, 2021, as follows:

<u>Years</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
2022	\$130,000	1.340%	2037	\$165,000	2.140%
2023	130,000	1.350	2038	170,000	2.180
2024	130,000	1.370	2039	175,000	2.220
2025	135,000	1.410	2040	175,000	2.250
2026	135,000	1.450	2041	180,000	2.280
2027	135,000	1.540	2042	185,000	2.450
2028	140,000	1.610	2043	190,000	2.450
2029	140,000	1.690	2044	190,000	2.450
2030	145,000	1.760	2045	195,000	2.450
2031	145,000	1.840	2046	205,000	2.450
2032	145,000	2.140	2047	210,000	2.510



2033	150,000	1.960	2048	215,000	2.510
2034	155,000	2.010	2049	220,000	2.510
2035	155,000	2.060	2050	225,000	2.510
2036	165,000	2.100			

Section 3. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the corporate trust office of UMB Bank, N.A., in Dallas, Texas (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Certificates of Obligation (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. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate of Obligation to which payments with respect to the Certificates of Obligation 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 of Obligation 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 of Obligation shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate of Obligation, date and manually sign said Certificate, and no such Certificate of Obligation 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 of Obligation or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates of Obligation in the manner prescribed herein, and the Certificates of Obligation shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, the duty of conversion and exchange of Certificates of Obligation as aforesaid is hereby imposed upon the Paying Agent/Registrar and, upon the execution of said Certificate of Obligation, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates of Obligation that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Texas Comptroller of Public Accounts.

(b) Payment of Certificates 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 past due interest 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.

(c) In General. 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 be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 35 days prior to any such redemption date), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (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 Certificate 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 set forth in the FORM OF CERTIFICATE.

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

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. 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 Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date (hereinafter defined), the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(e) 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 representations 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 certificated Certificates to DTC Participants having Certificates credited to their DTC accounts; provided that while the Texas Water Development Board (the "Board") is the holder of the Certificates, the DTC services shall not be discontinued by the Issuer until the Issuer has received the written consent thereto of the Board. 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.

(f) 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 representations letter of the Issuer to DTC.

(g) Successor Paying Agents. 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 entity having

trust powers 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. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 days written notice to the Paying Agent/Registrar, to be effective not later than 30 days prior to the next principal payment 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. 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.

(h) Cancellation of Initial Certificates. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in Section 12 or its designee, executed by manual or facsimile signature of the Mayor or the Mayor Pro-tem and City Secretary of the Issuer, 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 Certificates, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company 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.

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

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 SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020	PRINCIPAL AMOUNT \$ _____
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<u>Interest Rate</u> _____ %	<u>Dated Date</u> August 15, 2020	<u>Maturity Date</u> February 15, 20__	<u>CUSIP No.</u>
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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 date of delivery hereof (which date appears in the Delivery Certificate endorsed on this Certificate) at the Interest Rate per annum specified above. Interest is payable on August 15, 2021 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, 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 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 ANY 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 corporate trust office of UMB Bank, N.A. in 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 Texas Water Development Board, or such other Registered Owner, requested by, and at the risk and expense of, the Registered Owner; provided, however, that if this Certificate of Obligation is owned by the Texas Water Development Board, principal and interest will be paid by wire transfer or other method acceptable to the Texas Water Development Board, and there will be no charge. 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 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 designated 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 as of August 15, 2020, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$4,835,000 for the purpose of 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 waterworks system, including repairing, replacing, rehabilitating and constructing water storage facilities, water lines, valves, fire hydrants, service connections, and related infrastructure; (ii) 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 (iii) legal, fiscal and engineering fees in connection with such projects.

ON AUGUST 15, 2030, or on any date thereafter, the Certificates 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 Issuer shall select and designate the maturity or maturities and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at the redemption price of the principal amount thereof, plus accrued interest to the date fixed for redemption.

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, at least 30 days prior to the date fixed for any such redemption, 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.

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 this Certificate is a general obligation of the Issuer, issued on the full faith and credit thereof; and 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 the 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 revenues of the Issuer's Waterworks and Sewer System (the "System") described below, to wit: the Surplus Revenues of the System, which are the revenues of the System that remain (i) after payment of all operation and maintenance expenses thereof (constituting the "Net Revenues" of the System) and (ii) after payment of 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 the Net Revenues, all as provided in the Certificate Ordinance.

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 or the Mayor Pro-Tem of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.



City Secretary

Mayor

(SEAL)

(b) [Form of Delivery Certificate]

### DELIVERY CERTIFICATE

This Certificate of Obligation was delivered to and paid for by the Purchaser thereof on \_\_\_\_\_.

(c) [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

(d) [Form of Assignment]

### ASSIGNMENT

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

Please insert Social Security or Taxpayer Identification Number of Transferee  
\_\_\_\_\_

(Please print or typewrite name and address, including zip code, of Transferee.)  
\_\_\_\_\_

the within 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.

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

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

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this

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

(COMPTROLLER'S SEAL)

(f) [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>
(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 date of delivery hereof (which date appears in the Delivery Certificate endorsed on this Certificate) at the respective Interest Rate per annum specified above. Interest is payable on August 15, 2021 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 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. INTEREST AND SINKING FUND. A special “Interest and Sinking Fund” has been created and shall be established and maintained by the Issuer at an official depository bank of the Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates. All 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 the Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the governing body of the 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 the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original amount of the Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the 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 the Issuer, for each year while any of the 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 the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 6. PLEDGE OF SURPLUS REVENUES. (a) The Certificates, together with other obligations of the Issuer, are additionally secured by a pledge of the revenues of the Issuer’s Waterworks and Sewer System (the “System”) that remain (i) after payment of all operation and maintenance expenses of the System (constituting the “Net Revenues” of the System) and (ii) after payment of 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 the Net Revenues (such revenues, constituting the “Surplus Revenues” of the System). The Surplus Revenues are hereby

pledged to secure the payment of the Certificates. The Issuer shall maintain sufficient rates and charges for the payment of System operations and, if Surplus Revenues are used in lieu of ad valorem taxes for the payment of the debt service requirements of System debt, such rates and charges shall produce sufficient Surplus Revenues therefor. If Surplus Revenues are required for the payment of debt service on the Certificates, the Issuer shall deposit Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 5, to the extent necessary to pay the principal and interest on the Certificates.

(b) Notwithstanding the requirements of Section 5, if Surplus Revenues or other lawfully available funds of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 5 may be reduced to the extent and by the amount of the revenues then on deposit in the Interest and Sinking Fund.

(c) Notwithstanding the requirements of Section 5 and Section 6(b), if Surplus Revenues and/or other lawfully available funds of the Issuer are not on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, but there are budgeted for collection revenues ("Budgeted Revenues") in sufficient amounts to pay the principal and interest coming due on the Certificates in any year, then, subject to the requirements set forth below, the amount of taxes which otherwise would have been required to be levied pursuant to Section 5 may be reduced to the extent and by the amount of the Budgeted Revenues. In the event that Budgeted Revenues are to be used to pay principal and interest coming due on the Certificates in any year, the Issuer:

- (i) shall transfer and deposit in the Interest and Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Certificates until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Certificates; further, the Issuer shall not transfer any funds from the Issuer's Waterworks and Sewer System Fund to any fund other than the Interest and Sinking Fund until such time as an amount equal to the annual debt service on the Certificates for the then current fiscal year has been deposited in the Interest and Sinking Fund; and, provided further that transfers may be made from the Waterworks and Sewer System Fund to an interest and sinking fund, debt service reserve fund, contingency fund or other fund or account established for the benefit of any revenue obligations of the Issuer that are secured by a pledge of the Net Revenues (which transfers shall be made in accordance with the provisions of the Ordinance pursuant to which such obligations were issued or incurred) and to any other interest and sinking fund established for the benefit of any revenue obligations of the Issuer that are secured by a pledge of the Surplus Revenues (and any such transfers shall be made on a pro rata basis as the transfers made for the benefit of the Certificates);
- (ii) 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

- (iii) 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 revenues in an amount not less than 1.10 times debt service requirements of all outstanding System revenue obligations of the Issuer and other obligations of the Issuer which are secured in whole or in part by a pledge of revenues of the System, for which the Issuer is budgeting the repayment of such obligations from the revenues of the System, or the Issuer shall prepare and provide documentation to any holder of a Certificate who requests same, which evidences the levy of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds except System rates and charges, sufficient for the repayment of System debt service requirements.

Section 7. DEFEASANCE OF CERTIFICATES. (A) Any Certificate of Obligation 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 of Obligation shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate of Obligation 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 the Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or 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 7(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 also 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 of Obligation 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 7(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 Texas law that are eligible to 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.

(f) In the event that the Issuer establishes a defeasance escrow for the Certificates in accordance with Section 7, written notice thereof shall be promptly given to the Texas Water Development Board.

Section 8. 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 Chapter 1201, Texas Government Code, as amended, this Section 8 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 9. CUSTODY, APPROVAL AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS; AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor (or in the Mayor's absence, the Mayor Pro-Tem) 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. The officers, employees and agents of the Issuer, and each of them, shall be and each is expressly authorized, empowered and directed from time to time and at any time to do and perform all acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all certificates, financing statements, instruments, agreements and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Ordinance. In the absence of the Mayor, the Mayor Pro-tem is directed to sign as Mayor on behalf of the Issuer.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. 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:

(a) 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;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) 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;

(c) 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;

(d) 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;

(e) 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;

(f) 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 –

(1) proceeds of the Certificates invested for a reasonable temporary period of 3 years 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,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury (the "Treasury Regulations"), and

(3) 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;

(g) 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);

(h) 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);



(i) 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;

(j) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder;

(k) the Issuer will not acquire any of the Texas Water Development Board's source series bonds in an amount related to the amount of Certificates acquired by the Texas Water Development Board;

(l) In order to facilitate compliance with the above covenant (i), 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 certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code;

(m) For purposes of the foregoing (a) and (b), 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 United States 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, the Mayor Pro-tem, City Administrator and City Secretary 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; and

(n) This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 11. 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 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 the 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.

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.

(g) Notwithstanding any provision of this Section 11, there shall be no modification of this Ordinance without the written consent of the Texas Water Development Board (while it is a Registered Owner of the Certificates).

Section 12. SALE OF CERTIFICATES OF OBLIGATION. The Certificates of Obligation are hereby sold and shall be delivered to the Texas Water Development Board for cash for the principal amount thereof. In accordance with its Resolution No. 20-\_\_\_, the Texas Water Development Board will purchase the Certificates, with an amount approved by the Texas Water Development Board to be deposited to the Construction Fund authorized by Section 13 hereof (the "Construction Fund") upon initial delivery of the Certificates, and the balance of the proceeds to be deposited to the Escrow Account authorized by Section 24 hereof until authorized for transfer to the Construction Fund by the Texas Water Development Board.

Section 13. CONSTRUCTION FUND. There shall be established by the Issuer a separate fund to be designated the "Series 2020 CO Construction Fund" (the "Construction Fund") to be held by the Issuer's depository bank, and upon the delivery of the purchase price for the Certificates, the proceeds from the sale of the Certificates shall be deposited into the Construction Fund. The costs of issuance of the Certificates, which include legal, fiscal and engineering fees, may be paid from the Construction Fund. The cost of the construction of the Project will be paid from this Construction Fund upon direction of the City Council of the Issuer. All interest and profits from investments made with moneys in the Construction Fund shall remain on deposit in the Construction Fund as a part thereof. After completion of the payment of all costs of the Project, any residue remaining in the Construction Fund shall be applied in accordance with Section 15 hereof.

Section 14. INVESTMENTS; COLLATERALIZATION OF PROCEEDS. Proceeds of the Certificates shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Chapter 2256,

Texas Government Code (the "PFIA"), and the Public Funds Collateral Act, Chapter 2257, Texas Government Code, (the "PFCA"). Money in any fund established pursuant to this Ordinance may, at the option of the Issuer, be invested in eligible investments described in the PFIA, consistent with the investment policy of the Issuer, as approved by the City Council of the Issuer. All investments shall be made in such manner as will, in the opinion of the Issuer, permit the money required to be expended from any fund to be available at the proper time or times as expected to be needed. Any uninvested, uninsured proceeds of the Certificates shall be subject to the PFCA.

Section 15. **SURPLUS PROCEEDS.** Notwithstanding any other provision of this Ordinance or the Certificates restricting early redemption of the Certificates, the Issuer shall use any surplus proceeds from the Certificates that are determined to be surplus funds remaining after completion of the project and completion of a final accounting in a manner as approved by the Texas Water Development Board's ("TWDB") Executive Administrator (the "Executive Administrator"), including without limitation to redeem, on any date, the Certificates owned by the TWDB, at a price of par plus accrued interest to the date fixed for redemption.

Section 16. **EFFECTIVE DATE.** In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council of the Issuer.

Section 17. **COMPLIANCE WITH THE TEXAS WATER DEVELOPMENT BOARD'S RULES AND REGULATIONS.** The provisions of this Section shall apply so long as the Certificates, or any of them, are owned by the Texas Water Development Board. The Issuer hereby agrees to comply with all conditions set forth in TWDB Resolution No. 20-\_\_\_\_, which conditions are incorporated herein.

(a) Annual Audit Reporting. The Issuer shall provide the Texas Water Development Board with an annual report prepared in accordance with generally accepted auditing standards by a certified public accountant or licensed public accountant, to be submitted without charge within 180 days of the close of each fiscal year.

(b) Covenant to Abide with Rules. The Issuer will abide with all applicable laws of the State of Texas and Rules of the Texas Water Development Board relating to the loan of funds evidenced by the Certificates and the Project for which the Certificates are issued, sold and delivered.

(c) Records and Accounts. The Issuer agrees and covenants that it will maintain current, accurate and complete records and accounts regarding the System in accordance with 31 TAC 363.42(a)(2)(G).

(d) Environmental Determinations. The Issuer agrees and covenants that it will comply with any special conditions of the environmental determination of the Executive Administrator in accordance with 31 TAC 363.14.

(e) Prohibition on Use of Proceeds. The Issuer covenants and agrees that none of the proceeds of the Certificates will be expended on costs incurred or to be incurred relating to the

sampling, testing, removing or disposing of potentially contaminated soils and/or media at the project site.

(f) Indemnification. The Issuer further agrees, to the extent permitted by law, to indemnify, hold harmless and protect the Texas Water Development Board from any and all claims or causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, removal and off-site disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Issuer, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project.

(g) Conveyance of Obligations. Prior to any action by the Issuer to convey its obligations under the Certificates to another entity, if permitted by law, the conveyance and the assumption of such obligations must be approved by the Texas Water Development Board. The Issuer shall notify the Executive Administrator prior to taking any actions to alter its legal status in any manner, such a sale-transfer-merger with another retail public utility.

(h) Final Accounting. Within sixty (60) days of the completion of the Project, the Issuer shall render a final accounting of the total sources and authorized use of Project funds to the Texas Water Development Board. If the total cost of the Project, as finally completed, is less than originally estimated, so that the proper share of the participation by the Texas Water Development Board in the Project is reduced, such surplus proceeds shall be used in accordance with Section 15 hereof.

(i) Insurance. Insurance coverage will be obtained and maintained by the Issuer in an amount sufficient to protect the interest of the Texas Water Development Board in the Project.

(j) As-Built Plans. The Issuer shall provide to the Texas Water Development Board a full and complete set of "as-built" plans relating to the Project, promptly upon completion of the Project.

(k) Water Conservation Program. The Issuer agrees and covenants that it will implement an approved water conservation program in accordance with 31 TAC § 363.42(a)(2)(F).

(l) Remedies. The Texas Water Development Board may exercise all remedies available to it in law or equity, and any provision of the Certificates or this Ordinance that restricts or limits the Texas Water Development Board's full exercise of such remedies shall be of no force and effect.

Section 18. ALLOCATION OF CERTIFICATE PROCEEDS. 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 on the Certificates, if any.

Section 19. 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 the Issuer obtains an opinion of nationally-recognized bond counsel that 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 on the Certificates, if any.

Section 20. 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 used as directed in Section 15. 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 10 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 21. 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 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.

“MSRB” means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

“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, within twelve months after the end of each fiscal year ending in or after 2020, financial information and operating data with respect to the Issuer to the extent that such information is customarily prepared by the Issuer and is publicly available. 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 filed with the Texas Water Development Board as part of the Issuer's application to the Texas Water Development Board, 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) the Issuer intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

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 the notice required by Subsection (a) hereof of any Certificate calls and defeasance that cause the Issuer to no longer be such an “obligated person”.

(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) 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. 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 (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 22. PUBLIC NOTICE. It is hereby officially found and determined that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, and that no petition was received from the qualified electors of the Issuer protesting the issuance of the Certificates.

Section 23. ESCROW AGREEMENT. The Mayor (or in the Mayor's absence, the Mayor Pro-Tem) is hereby authorized and directed to execute and deliver an Escrow Agreement substantially in the form attached hereto as Exhibit A, with such changes as may be approved by the Mayor (or in the Mayor's absence, the Mayor Pro-Tem), such approval to be evidenced by his execution thereof.

Section 24. ESCROW ACCOUNT. An escrow account is hereby authorized to be created pursuant to the Escrow Agreement referred to in Section 23. Proceeds of the Certificates shall be deposited to the escrow account and disbursed to the Construction Fund created pursuant to Section 13 upon the authorized release of moneys from the escrow account in accordance with the Escrow Agreement.

Section 25. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an event of default (an "Event of Default"):

(i) the failure to make payment of the principal of or interest on any of the 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, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

Section 26. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

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

Section 27. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the 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.

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

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

Section 28. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 29. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount, which together with capitalized interest received from the sale of the

Certificates, if any, will be sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 30. WRITTEN PROCEDURES FOR FEDERAL TAX LAW COMPLIANCE. Unless superseded by another action of the Issuer, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the Issuer hereby adopts and establishes the instructions attached hereto as Exhibit B as its written procedures.

EXHIBIT A  
FORM OF ESCROW AGREEMENT

[See attached]

## EXHIBIT B

### WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

These procedures, together with any federal tax certifications, provisions included in the bond ordinance or other authorizing document (the "Ordinance") with respect to the issuance and sale of Obligations (as defined below), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "Closing Documents"), are intended to assist the Issuer in complying with federal guidelines related to the issuance of any tax-exempt debt such as the Certificates (the "Obligations").

A. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Responsible Person (as defined below) will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Issuer's City Manager (such officer, together with other employees of the Issuer who report to such officer, is collectively, the "Responsible Person") will:

1. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations are entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence;
2. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
3. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years of the Issue Date;
4. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
5. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will:

1. Assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.

Procedures applicable to Escrow Accounts for Refunding Issues. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:

1. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
2. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
3. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:

1. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
2. Ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
3. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Persons will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the facilities financed or refinanced with the proceeds of the Obligations (the "Project") do not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Persons will:

Develop procedures or a "tracking system" to identify all property financed with tax-exempt debt;

Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;

Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;

Monitor and record whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and

Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the Project.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt Obligations, such records shall be maintained until the three (3) years after the refunding Obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the City Council whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking City Council approval to engage or utilize existing advisors and agents for such purposes.

**AGENDA ITEM 11:**  
**RESOLUTION FOR**  
**ESTABLISHING A SERIES**  
**2020 CO**  
**CONSTRUCTION FUND**  
**BANK ACCOUNT**



THE STATE OF TEXAS                   §  
COUNTY OF VAN ZANDT                 §  
TOWN OF RANSOM CANYON              §

WHEREAS, in the Bond Ordinance, the Town has agreed to maintain at its depository bank, being \_\_\_\_\_ (the "Bank"), an account separate from all other funds and accounts to be known as the "Series 2020 CO Construction Fund";

WHEREAS, it is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code; Now, Therefore

5. That the Authorized Signatories are hereby authorized to enter into, make, sign, execute, perform and do all such acts, consents, signature cards and other agreements necessary in connection with establishment of the Bank Account at the Bank.

DULY PASSED AND APPROVED by the City Council of the Town of Ransom Canyon, Texas  
on November 10, 2020.

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Mayor  
Town of Ransom Canyon, Texas

ATTEST:

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City Secretary,  
Town of Ransom Canyon, Texas

(SEAL)

**AGENDA ITEM 12:**  
**RV LOT POLICY**

# **TOWN OF RANSOM CANYON**

## **RV LOT POLICY**

### **1.01 Effective Date:\_\_\_\_\_**

### **1.02 Authority**

These policies are established by the City council of the Town of Ransom Canyon, Texas, and are approved and effective on \_\_\_\_\_. The City Council may at any time add, delete or change any portion of these guidelines without notice in order to more effectively and efficiently promote the interests of the Town of Ransom Canyon. Review and revisions are intended to be done as deemed necessary; however, this policy stays in effect even without review.

### **1.03 Responsibility for Implementation of Policies**

The City Council is responsible for the administration of the municipal policies and may issue detailed procedures to implement adopted policies. The City Council may delegate authority to appropriate staff members to act in the city Council's behalf in the administration of these policies.

### **1.04 Purpose**

These policies set forth the primary rules governing the Recreational Vehicle Lot (RV Lot) located within the Town of Ransom Canyon.

### **2.00 Definitions**

A. The RV lot is a fenced area containing numbered spaces for the purpose of storing wheeled vehicles owned by Ransom Canyon residents.

B. A wheeled vehicle is a motor home, camping trailer, boat/utility trailer, car, motorcycle, or other vehicle with wheels that is intended for conveyance or recreation. All vehicles that are rated for use on public roads shall have a current registration sticker.

C. A resident is a person who resides in Ransom Canyon and who has an active water utilities account with the city. When a resident moves out of Ransom Canyon, the RV space shall be vacated by the last day of water utility service.

### **3.00 Prohibited Items**

Any item that does not fall under the definition contained in section 2.00(B) is a prohibited item and shall not be stored in an RV space. Buildings currently contained in RV spaces as of the effective date of this policy shall remain; however, when the owner/resident moves out of Ransom Canyon, said buildings shall be removed by the owner, or removed at owner's expense.

#### **3.01 Removal of Prohibited Items**

All prohibited items shall be removed from RV spaces within 30 days of notification by certified mail from the City. Failure to remove prohibited items will result in penalties (see Sec. 9.00 below).

### **4.00 Covered Spaces**

If a resident desires to cover his RV space he may do so with the following stipulations:

- A. The resident shall cover his space at his own expense. Building plans shall be submitted for approval by the Building Review Committee and a building permit obtained.
- B. When the resident moves out of Ransom Canyon or otherwise relinquishes the space, the cover becomes the property of the City. A resident shall not sell his cover nor sub-lease his space.

### **5.00 Upkeep**

The resident shall be responsible for the maintenance of the RV space. The space shall remain clear of the accumulation of weeds/grasses. No item shall be present outside of the confines of the wheeled vehicle.

### **6.00 Security**

The City shall provide a fenced enclosure, the gates of which shall be secured with a combination lock, the combination of which shall be changed each year in January. The resident shall be notified by telephone of the combination change.

#### **6.01 Liability**

- A. The City of Ransom Canyon is not liable for theft, vandalism, damage to property, or loss of any kind.
- B. The resident shall be liable for damage to City property or any other property within the RV lot.

#### 7.00 Electric Utilities

The resident may contract with South Plains Electric Cooperative for electric utilities at the RV space. The responsibility for the installation, maintenance and the bill for service is solely the responsibility of the resident.

#### 8.00 Lease of RV Space

- A. Each RV space shall cost 30.00 per month.
- B. This cost shall be attached to the monthly water utilities bill for the resident.
- C. Lease of space within a month or discontinuance of lease within a month shall be pro-rated.
- D. No refunds shall be given for any reason.
- E. Lease of space is non-transferable.
- F. No space shall be sub-leased.

#### 9.00 Penalties

The resident shall be notified of a policy violation by certified letter. If violation is not corrected within the specified number of days, water service to the home of the resident shall be disconnected and shall remain disconnected until violation is corrected.

**AGENDA ITEM 13:**  
**BUDGET AMENDMENT**  
**ON LINE ITEM**  
**ADJUSTMENTS**

## Line Item Adjustments 2019-2020

DEPARTMENT	LINE ITEM	2019-2020 BUDGET	EXPENDITURES	OVER BUDGET
<b>ADMINISTRATION</b>				
<b>(95%)</b>	Computer	\$20,000.00	\$41,073.89	\$21,073.89
	Worker's Comp. Insurance	\$ 628.00	\$ 854.00	\$ 226.00
	E&O Real & Personal Crime Ins.	\$ 4,449.00	\$ 4,968.75	\$ 523.75
	Legal	\$20,000.00	\$ 21,703.58	\$ 1,703.58
	Legal Ordinance Codification	\$ 1,700.00	\$ 1,945.00	\$ 245.00
<b>Total</b>				<b>\$23,772.22</b>
<b>OPERATIONS</b>	Building Repair	\$9,000.00	\$10,379.54	\$ 1,379.54
<b>(86%)</b>	Worker's Comp. Insurance	\$7,177.00	\$12,375.72	\$ 5,198.72
	Real Personal Mobile Property	\$4,462.00	\$5,452.89	\$ 990.89
<b>Total</b>				<b>\$7,569.15</b>
<b>FIRE</b>	Equipment Repair	\$ 3,000.00	\$ 5,516.93	\$ 2,516.93
<b>(53%)</b>	Worker's Comp. Insurance	\$ 533.00	\$ 612.00	\$ 79.00
<b>Total</b>				<b>\$2,595.93</b>
<b>POLICE</b>	Gas-Oil	\$8,500.00	\$8,896.96	\$ 396.96
<b>(97%)</b>	E&O/ Real & Personal Property Ins.	\$3,990.00	\$4,660.35	\$ 670.35



DEPARTMENT	LINE ITEM	2019-2020 BUDGET	EXPENDITURES	OVER BUDGET
	Workers Comp. Insurance	\$5898.00	\$8586.00	\$2,688.00
	Cell Phone Expense	\$4,500.00	\$4,787.05	\$ 287.05
	Vehicle Repair Expense	\$5,000.00	\$7,900.41	\$2,900.41
	Computer Expense	\$1,500.00	\$1,681.35	\$ 181.35
	Uniform Expense	\$1,750.00	\$2,601.16	\$ 851.16
	Community Events	\$2,500.00	\$8,954.71	\$6,454.71
<b>Total</b>				<b>\$13,362.68</b>
<b>LIBRARY</b>	Utilities	\$ 2,400.00	\$ 2,401.77	\$ 1.77
<b>(97%)</b>	Telephone Expense	\$ 1,064.00	\$ 1,349.08	\$ 285.08
	Worker's Comp. Insurance	\$ 87.00	\$ 88.00	\$ 1.08
<b>Total</b>				<b>\$ \$287.93</b>
<b>SEWER</b>	Chemical	\$ 4,500.00	\$ 4,618.40	\$ 118.40
<b>(89%)</b>	Payroll	\$83,724.00	\$ 83,725.04	\$ 1.04
<b>Total</b>				<b>\$119.44</b>
<b>WATER</b>	Payroll	\$ 66,241.00	\$ 66,539.36	\$ 298.36
<b>(105%)</b>	LP&L Purchase	\$375,000.00	\$408,256.21	\$33,256.21
<b>Total</b>				<b>\$33,554.57</b>

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## Line Item Adjustments 2019-2020

DEPARTMENT	LINE ITEM	2019-2020 BUDGET	EXPENDITURES	OVER BUDGET
<b>ADMINISTRATION</b>				
<b>(95%)</b>	Computer	\$20,000.00	\$41,073.89	\$21,073.89
	Worker's Comp. Insurance	\$ 628.00	\$ 854.00	\$ 226.00
	E&O Real & Personal Crime Ins.	\$ 4,449.00	\$ 4,968.75	\$ 523.75
	Legal	\$20,000.00	\$ 21,703.58	\$ 1,703.58
	Legal Ordinance Codification	\$ 1,700.00	\$ 1,945.00	\$ 245.00
<b>Total</b>				<b>\$23,772.22</b>
<b>OPERATIONS</b>	Building Repair	\$9,000.00	\$10,379.54	\$ 1,379.54
<b>(86%)</b>	Worker's Comp. Insurance	\$7,177.00	\$12,375.72	\$ 5,198.72
	Real Personal Mobile Property	\$4,462.00	\$5,452.89	\$ 990.89
<b>Total</b>				<b>\$7,569.15</b>
<b>FIRE</b>	Equipment Repair	\$ 3,000.00	\$ 5,516.93	\$ 2,516.93
<b>(53%)</b>	Worker's Comp. Insurance	\$ 533.00	\$ 612.00	\$ 79.00
<b>Total</b>				<b>\$2,595.93</b>
<b>POLICE</b>	Gas-Oil	\$8,500.00	\$8,896.96	\$ 396.96
<b>(97%)</b>	E&O/ Real & Personal Property Ins.	\$3,990.00	\$4,660.35	\$ 670.35

DEPARTMENT	LINE ITEM	2019-2020 BUDGET	EXPENDITURES	OVER BUDGET
	Workers Comp. Insurance	\$5898.00	\$8586.00	\$2,688.00
	Cell Phone Expense	\$4,500.00	\$4,787.05	\$ 287.05
	Vehicle Repair Expense	\$5,000.00	\$7,900.41	\$2,900.41
	Computer Expense	\$1,500.00	\$1,681.35	\$ 181.35
	Uniform Expense	\$1,750.00	\$2,601.16	\$ 851.16
	Community Events	\$2,500.00	\$8,954.71	\$6,454.71
<b>Total</b>				<b>\$13,362.68</b>
<b>LIBRARY</b>	Utilities	\$ 2,400.00	\$ 2,401.77	\$ 1.77
<b>(97%)</b>	Telephone Expense	\$ 1,064.00	\$ 1,349.08	\$ 285.08
	Worker's Comp. Insurance	\$ 87.00	\$ 88.00	\$ 1.08
<b>Total</b>				<b>\$ \$287.93</b>
<b>SEWER</b>	Chemical	\$ 4,500.00	\$ 4,618.40	\$ 118.40
<b>(89%)</b>	Payroll	\$83,724.00	\$ 83,725.04	\$ 1.04
<b>Total</b>				<b>\$119.44</b>
<b>WATER</b>	Payroll	\$ 66,241.00	\$ 66,539.36	\$ 298.36
<b>(105%)</b>	LP&L Purchase	\$375,000.00	\$408,256.21	\$33,256.21
<b>Total</b>				<b>\$33,554.57</b>

**AGENDA ITEM 14:**

**RESOLUTION TO**

**ADOPT LUBBOCK**

**COUNTY MITIGATION**

**PLAN**

**RESOLUTION R20-1110 AND ORDER**

**ADOPTING LUBBOCK COUNTY'S HAZARD MITIGATION PLAN**

**WHEREAS**, natural hazards in Lubbock County, Texas have historically caused significant disaster with loss of life and property and damage to natural resources; and

**WHEREAS**, the Federal Disaster Mitigation Act of 2000 (hereinafter referred to as "DMA 2000") and the Federal Emergency Management Agency (hereinafter referred to as "FEMA") require state and local governments to develop their respective Hazard Mitigation Plans that outline processes for identifying their particular natural hazards, risks and vulnerabilities; and

**WHEREAS**, Lubbock County acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving pre-disaster and post-disaster federal funding for mitigation purposes; and

**WHEREAS**, FEMA requires that jurisdiction then update their respective Hazard mitigation Plans every five (5) years in order to be eligible for a full-range of pre-disaster and post-disaster federal funding for mitigation purposes; and

**WHEREAS**, Lubbock County, through the hazard mitigation planning process, has assessed Lubbock County's potential risks and hazards and has identified risk reduction strategies and actions for hazards that threaten the planning area; and

**WHEREAS**, the Lubbock County Hazard Mitigation Plan has been developed by the Lubbock County Office of emergency management, a department of Lubbock County, in cooperation the other Lubbock County departments, local municipalities, school districts, other planning partners and the citizens of Lubbock County; and

**WHEREAS**, the public involvement process consistent with the requirements of DMA 2000 was conducted to develop the Lubbock County Hazard mitigation Plan; and

**WHEREAS**, the Lubbock County Hazard Mitigation Plans as developed recommends mitigation activities that will reduce losses of life and property affected by both natural and human-made hazards that face Lubbock County and its municipal governments, school districts and the citizens of Lubbock County;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COMMISSIONERS COURT OF LUBBOCK COUNTY, TEXAS:**

1. That the Lubbock County Hazard Mitigation Plan is hereby adopted in its entirety as the official Hazard Mitigation Plan of this County;
2. That Lubbock County will pursue available funding opportunities for implementation of the proposals designated by the Hazard Mitigation Plan, and that Lubbock County will, upon receipt

of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies therein;

3. That the Lubbock County Commissioners Court will be vested with the responsibility, authority and means to inform all requisite parties of this action; will assure that the Hazard Mitigation Plan will be reviewed on an annual basis at a minimum, and will assure that any needed adjustments to the Hazard Mitigation Plan will be presented to the Lubbock County Commissioner's Court for consideration and approval as necessary.
4. That Lubbock County agrees to take such other actions as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan and report on progress as required to FEMA and the Texas Division of Emergency Management (hereinafter referred to as "TDEM"); and
5. That the respective officials and agencies identified in the implementation strategy of the Lubbock County Hazard Mitigation Plan are hereby directed to implement the recommended activities assigned to them in said plan.

**SO RESOLVED AND ORDERED THE 10<sup>TH</sup> DAY OF NOVEMBER, 2020.**

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**Jana Trew, Mayor**

ATTEST:

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**Elena Quintanilla, City Secretary**

**APPROVED AS TO FORM:**

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**Donna Clarke, City Attorney**