



NOTICE OF A REGULAR MEETING

Notice is hereby given that a Regular Meeting of the Governing Body of the City of Ranger, Texas, will be held on **Monday, January 23, 2023 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects will be discussed, to wit:

Agenda Item 01: Call to Order- Mayor Casey

Roll Call/Quorum Check

Invocation of Prayer

Pledge of Allegiance to the United States Flag

Pledge of Allegiance to the Texas Flag

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

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

Agenda Item 04: Discuss/Consider: approval of the city council meeting minutes for the emergency called meeting on December 28, 2022, regular meeting on January 9, 2023 and the called meeting on January 13, 2023.

Agenda Item 05: Discuss/Consider: Engagement letter with Messer, Fort & McDonald, PLLC.

Agenda Item 06: Discuss/Consider: RECONSIDERATION OF ORDINANCE NO. 2023-01-23-A: AN ORDINANCE OF THE CITY OF RANGER, TEXAS REPEALING AND REPLACING ORDINANCE NO. 2007-10-08-03; ADOPTING REGULATIONS CONCERNING SUBSTANDARD BUILDINGS WITHIN THE CITY; ESTABLISHING MINIMUM STRUCTURAL STANDARDS; PROVIDING FOR NOTICE AND HEARINGS; PROVIDING FOR ABATEMENT BY OWNER OR CITY; PROVIDING A PENALTY; ALLOWING FOR ASSESSMENT OF CITY EXPENSES AND IMPOSITION OF LIEN; ESTABLISHING CIVIL REMEDIES BY CITY; PROVIDING SEVERABILITY AND REPEALER CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

Agenda Item 07: Discuss/Consider: RESOLUTION NO. 2023-01-23-A: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS, ORDERING A MUNICIPAL ELECTION AND PROVIDING ELECTION PROCEDURES FOR THE CITY’S GENERAL ELECTION ON MAY 6, 2023, FOR THE ELECTION OF MAYOR AND TWO CITY COMMISSIONER PLACES 1 AND 3 TO A TERM OF TWO YEARS; PROVIDING FOR EASTLAND COUNTY TO PERFORM ELECTION DUTIES FOR THE MAY 6, 2023 GENERAL ELECTION; AND PROVIDING FOR RELATED MATTERS.

Agenda Item 08: Discuss/Consider: RESOLUTION NO. 2023-01-23-B: A RESOLUTION OF THE CITY OF RANGER, TEXAS, ORDERING AN ELECTION ON THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX AT THE RATE OF ONE-FOURTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING FOR THE CONDUCT OF THE ELECTION; PROVIDING FOR EARLY VOTING; PROVIDING FOR POLLING PLACES; PROVIDING FOR ELECTION JUDGES; PROVIDING FOR NOTICE OF ELECTIONS; PROVIDING FOR THE METHOD OF VOTING; PROVIDING AN EFFECTIVE DATE; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

Agenda Item 09: Discuss/Consider: RESOLUTION NO. 2023-01-23-C: AUTHORIZING THE CITY ADMINISTRATOR TO APPLY FOR A CRIMINAL JUSTICE ASSISTANCE GRANT FROM THE OFFICE OF THE GOVERNOR THROUGH THE WEST CENTRAL TEXAS COUNCIL OF GOVERNMENTS.

Agenda Item 10: Discuss/Consider: placement of a historical marker for the National Guard Armory and the Barrow Gang.

Agenda Item 11: Discuss/Consider: Convene into executive session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding

- CV2246534, Ranger Airfield Maintenance Foundation vs. City of Ranger, in the Judicial District of Eastland County, Texas

Agenda Item 12: Discuss/Consider: Reconvene into open session to take action as deemed appropriate in the City Council’s discretion regarding

- CV2246534, Ranger Airfield Maintenance Foundation vs. City of Ranger, in the Judicial District of Eastland County, Texas

Agenda Item 13: Discuss/Consider: Adjournment

I, the undersigned authority, do hereby certify that the above notice of meeting of the Governing Body of the City of Ranger is a true and correct copy of said notice on the bulletin board at the City Hall of the City of Ranger, a place convenient and readily available to the general public at all times, and notice was posted by 5:30 p.m., January 20, 2023 and remained posted for 72 hours preceding the scheduled time of the meeting.

Savannah Fortenberry

Savannah Fortenberry, Ranger City Secretary

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

NOTICE OF ASSISTANCE

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

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



EMERGENCY CALLED MEETING MINUTES

An Emergency Called Meeting of the Governing Body of the City of Ranger, Texas, was held on **Monday, December 28, 2022 at 2:00 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects were discussed, to wit:

COUNCIL MEMBERS AND CITY STAFF PRESENT:

Honorable John Casey
Commissioner Larry Monroe
Commissioner Terry Robinson
Commissioner Kevan Moize
Commissioner Samantha McGinnis
City Manager Gerald Gunstanson
City Secretary Savannah Fortenberry
Public Works Director Andrew Lopez
Honorable Tammy S. Archer

Mayor
Place 1
Place 2
Place 3
Place 4

Agenda Item 01: Call to Order- Mayor Casey
Roll Call/Quorum Check- Savannah Fortenberry

Agenda Item 02: Citizen's Presentation: 1. No participation.

Agenda Item 03: Discuss/Consider: Authorizing the City Manager and/or Mayor to negotiate and enter into agreements to secure and demolish the building located at 314 W. Main Street, Ranger, Texas 76470.

*Discussion was held with the public, staff, and council, regarding the building located at 314 W. Main Street. Greg Gotch, with TDEM, offered his assistance to the city regarding the building. Commissioner Moize stated all legal steps need to be taken prior to entering into an agreement and to keep City Secretary, Savannah, and Mayor Casey in the loop.

*Motion made by Commissioner Moize to authorize no more than \$15,000.00 for the demolition of 314 W. Main Street, Ranger, Texas and second by Commissioner McGinnis. **All Ayes and Motion Passed.**

Agenda Item 04: Discuss/Consider: Adjournment- 6:56pm

*Motioned by Commissioner Monroe to adjourn and Commissioner Moize 2nd the motion. **All Ayes and Motion Passed.**

These minutes were approved on the 23rd day of January, 2023

CITY OF RANGER, TEXAS

John Casey, Mayor

ATTEST:

Savannah Fortenberry, City Secretary



REGULAR MEETING MINUTES

A Regular Meeting of the Governing Body of the City of Ranger, Texas, was held on **Monday, January 9, 2023 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects were discussed, to wit:

COUNCIL MEMBERS AND CITY STAFF PRESENT:

Honorable John Casey	Mayor
Commissioner Larry Monroe	Place 1
Commissioner Terry Robinson	Place 2
Commissioner Kevan Moize	Place 3
Commissioner Samantha McGinnis	Place 4
City Secretary Savannah Fortenberry	
Honorable Tammy S. Archer	

Agenda Item 01: Call to Order- Mayor Casey
Roll Call/Quorum Check- Mayor Casey
Invocation of Prayer- City Manager Gunstanson
Pledge of Allegiance to United States Flag- Mayor Casey
Pledge of Allegiance to Texas Flag- Mayor Casey

Agenda Item 02: Citizen's Presentation: 1. Bob Green spoke regarding the dangerous building ordinance. Mr. Green stated the ordinance needed to be thrown in the trash and a new one needed to be wrote for Ranger.

Agenda Item 03: Announcements from City Council or Staff- 1. City Secretary, Savannah Fortenberry, announced City Hall would be closed January 16th in observance of Martin Luther King Jr. Day. 2. Commissioner Moize stated election sign ups for the City of Ranger General Election and the Eastland County Water Supply District start January 18th. 3. City Secretary, Savannah Fortenberry, gave a reminder regarding the open positions within the city; City Manager and a Public Works Director.

Agenda Item 04: Discuss/Consider: approval of the city council meeting minutes for the regular meeting on December 12, 2022, called meeting on December 12, 2022 and the public hearing on December 12, 2022.

*Motion made by Commissioner Moize to approve the minutes for the regular meeting on December 12, 2022, called meeting on December 12, 2022 and the public hearing on December 12, 2022 and 2nd by Commissioner McGinnis. **All Ayes and Motion Passed.**

Agenda Item 05: Discuss/Consider: approval to designate the Animal Control Officer as the Local Rabies Control Authority as required by the Texas Health and Safety Code 826.017.

*Motion made by Commissioner Robinson to designate the Animal Control Officer as the Local Rabies Control Authority as required by the Texas Health and Safety Code 826.017 and 2nd by Commissioner Monroe. **All Ayes and Motion Passed.**

Agenda Item 06: Discuss/Consider: FIRST READING OF ORDINANCE NO. 2023-01-23-A: AN ORDINANCE OF THE CITY OF RANGER, TEXAS REPEALING AND REPLACING ORDINANCE NO. 2007-10-08-03; ADOPTING REGULATIONS CONCERNING SUBSTANDARD BUILDINGS WITHIN THE CITY; ESTABLISHING MINIMUM STRUCTURAL STANDARDS; PROVIDING FOR NOTICE AND HEARINGS; PROVIDING FOR ABATEMENT BY OWNER OR CITY; PROVIDING A PENALTY; ALLOWING FOR ASSESSMENT OF CITY EXPENSES AND IMPOSITION OF LIEN; ESTABLISHING CIVIL REMEDIES BY CITY; PROVIDING SEVERABILITY AND REPEALER CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

*Commissioner Moize read aloud the redlined version presented of the ordinance. Mr. Moize expressed the importance of updating the substandard building ordinance, and that this version included all changes made at the workshop held in December. Commissioner Robinson stated the safety of citizens in the main concern for Ranger. Mr. Green stated the ordinance was going to force people out of their homes.

*Motion made by Commissioner Moize to accept the first reading of Ordinance No. 2023-01-23-A and 2nd by Commissioner McGinnis. **Ayes: Moize, McGinnis, Robinson; Abstain: Monroe; 3 Ayes and Motion Passed.**

Agenda Item 07: Discuss/Consider: rescinding Resolution No. 2014-01-13-A: a resolution of the City of Ranger authorizing the city secretary to open a bank account at first financial bank, Ranger, Texas, for the purpose of establishing a Ranger PD lease account to accept monthly deposits for annual lease payment for vehicles.

*Motion made by Commissioner Robinson to rescind Resolution No. 2014-01-13-A and 2nd by Commissioner Monroe. **All Ayes and Motion Passed.**

Agenda Item 08: Discuss/Consider: accepting bid recommendation and authorize the interim city administrator to proceed with the purchase from Jacob and Martin for the purchase of pickup, trailer, and excavator.

*Motion made by Commissioner Moize to accept the bid recommendations as follows; Trailer: Dirty Work Construction, Excavator: Yellowhouse Machinery, Pickup Truck: Bruner Motors, Inc., and authorize the interim city administrator to proceed and 2nd by Commissioner Monroe. **Ayes: Moize, Monroe, McGinnis; Naye: Robinson; 3 Ayes and Motion Passed.**

Agenda Item 09: Discuss/Consider: using funds from the police lease account to pay for the non-grant portion of pickup, trailer, and excavator purchase.

*Motion made by Commissioner Moize to use the funds from the police lease account to pay for the non-grant portion of the pickup, trailer, and excavator purchase and 2nd by Commissioner Monroe. **Ayes: Moize, Monroe, McGinnis; Naye: Robinson; 3 Ayes and Motion Passed.**

Agenda Item 10: Discuss: the updated 2023 water rate set by Eastland County Water Supply District.

*The public was made aware that Eastland County Water Supply District's updated 2023 water rate was set at \$4.16 per thousand. **No Action Taken**

Agenda Item 12: Discuss/Consider: Convene into executive session at **6:03pm** pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding

- CV2246534, Ranger Airfield Maintenance Foundation vs. City of Ranger, in the Judicial District of Eastland County, Texas

Agenda Item 13: Discuss/Consider: Reconvene into open session at **6:34pm** to take action as deemed appropriate in the City Council's discretion regarding

- CV2246534, Ranger Airfield Maintenance Foundation vs. City of Ranger, in the Judicial District of Eastland County, Texas

*Commissioner Moize stated the city is now in litigation with the Ranger Airfield Maintenance Foundation, and we are limited on what can be said. The city attorney is preparing a response to the suit. **No Action.**

Agenda Item 14: Discuss/Consider: Consent Items; the Approval of Monthly Department Reports:

- **Finance Report-** Director Savannah Fortenberry
- **Library Report-** Librarian Diana McCullough
- **REDC 4A Report-** President Steve Gerdes
- **REDC 4B Report-** President Steve Gerdes
- **Municipal Court Report-** Judge Tammy Archer
- **Fire/EMS Report-** Chief Darrel Fox
- **Police Department-** Chief Moran
- **Animal Control/Code Enforcement-** River Gibson
- **Public Works Report-** Director Andrew Lopez

*Commissioner Moize asked if a police vehicle was recently involved in a wreck. Mayor Casey stated there was a wreck several months back. Council stated they would like to be informed of situations when they occur.

*Motion made by Commissioner Moize to approve the reports and 2nd by Commissioner McGinnis. **All Ayes and the motion passed.**

Agenda Item 15: Discuss/Consider: Adjournment- 6:55pm

*Motion made by Commissioner Monroe to adjourn and Commissioner Robinson 2nd the motion. **All Ayes and Motion Passed.**

These minutes were approved on the 23rd day of January, 2023

CITY OF RANGER, TEXAS

John Casey, Mayor

ATTEST:

Savannah Fortenberry, City Secretary



CALLED MEETING MINUTES

A Called Meeting of the Governing Body of the City of Ranger, Texas, was held on **Friday, January 13, 2023 at 4:00 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects were discussed, to wit:

COUNCIL MEMBERS AND CITY STAFF PRESENT:

Honorable John Casey
Commissioner Larry Monroe
Commissioner Terry Robinson
Commissioner Kevan Moize
Commissioner Samantha McGinnis
City Secretary Savannah Fortenberry
Honorable Tammy S. Archer

Mayor
Place 1
Place 2- **Absent**
Place 3
Place 4

Agenda Item 01: Call to Order- Mayor Casey
Roll Call/Quorum Check- Savannah Fortenberry

Agenda Item 02: Citizen’s Presentation: 1. No participation.

Agenda Item 03: Discuss/Consider: SECOND AND FINAL READING OF ORDINANCE NO. 2023-01-23-A: AN ORDINANCE OF THE CITY OF RANGER, TEXAS REPEALING AND REPLACING ORDINANCE NO. 2007-10-08-03; ADOPTING REGULATIONS CONCERNING SUBSTANDARD BUILDINGS WITHIN THE CITY; ESTABLISHING MINIMUM STRUCTURAL STANDARDS; PROVIDING FOR NOTICE AND HEARINGS; PROVIDING FOR ABATEMENT BY OWNER OR CITY; PROVIDING A PENALTY; ALLOWING FOR ASSESSMENT OF CITY EXPENSES AND IMPOSITION OF LIEN; ESTABLISHING CIVIL REMEDIES BY CITY; PROVIDING SEVERABILITY AND REPEALER CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

*Motion made by Commissioner Moize to approve the second and final reading of Ordinance No. 2023-01-23-A and second by Commissioner McGinnis. **All Ayes and Motion Passed.**

Agenda Item 04: Discuss/Consider: Adjournment- 4:02pm

*Motioned by Commissioner Monroe to adjourn and Commissioner Moize 2nd the motion. **All Ayes and Motion Passed.**

These minutes were approved on the 23rd day of January, 2023

CITY OF RANGER, TEXAS

John Casey, Mayor

ATTEST:

Savannah Fortenberry, City Secretary



MESSER ★ FORT ★ McDONALD

THE MUNICIPAL LAW FIRM

FRISCO | DALLAS | AUSTIN | ABILENE

January 20, 2023

VIA EMAIL: paige@cityattorneytexas.com

City of Ranger, Texas c/o
Paige Saenz, City Attorney
The Knight Law Firm, LLP
223 West Anderson Lane, Ste. A-105
Austin, Texas 78752

RE: Legal Services Agreement

Dear Ms. Saenz:

Thank you for giving Messer, Fort & McDonald, PLLC (“MFM” or “Firm”) the opportunity to represent the City of Ranger. This letter outlines some of the specific terms of our engagement. If you have any questions about these matters, please call me.

1. **Client:** Our client will be the City of Ranger. Our representation in this matter is limited to the City of Ranger and the term “Client” does not include, and we do not represent, any other entities or individuals.
2. **Scope of Work:** The City of Ranger hereby engages MFM to perform the following services:
 - a. Represent the City of Ranger in litigation styled *Ranger Airfield Maintenance Foundation v. City of Ranger*, Cause No. CV2246534.
 - b. Perform any other services mutually agreed upon by City of Ranger and MFM; however, either party may request an addendum to this Agreement in a form mutually agreeable to the parties prior to the provision of additional services hereunder.
 - c. **Conflicts:** MFM represents that it has reviewed its records and has no conflicts of interest involving the City of Ranger. MFM will do all within reason necessary to prevent and avoid any situation that might constitute a conflict. In the event a conflict arises, MFM shall promptly advise you and the City of Ranger of such, in writing, and shall notify you and the City of Ranger of MFM’s proposal to resolve the conflict.
 - d. **Personnel:** MFM has over twenty attorneys, including six partners in its North Texas office and three partners in its Austin office. Bradford Bullock will fulfill the duties will have the primary responsibility for providing or supervising services for the City of Ranger. Other MFM lawyers (including less experienced lawyers or contract lawyers selected by MFM) and legal assistants may be involved when MFM believes it would be beneficial or is necessary to serve the City of Ranger. Attorney resumes can be viewed at www.txmunicipallaw.com.

- e. **Results:** Any views MFM expresses about a likely outcome are only expressions of judgment, we do not make representations or guarantees to City of Ranger as to the probability of ultimate success or any particular result.

City of Ranger acknowledges and agrees that MFM's entitlement to payment for fees and expenses shall not be contingent upon the results obtained or the final disposition of the services for which MFM has been retained.

- f. **Records:** City of Ranger should retain all originals and copies of documents City of Ranger desires for future reference. MFM will retain most of its file(s) for a certain period of time, but ultimately the file will be destroyed in accordance with our record retention schedule. MFM does not contact the client prior to such destruction.

City of Ranger recognizes that working papers shall be assembled and accumulated by MFM in connection with this representation, and that same shall belong to and remain the property of MFM.

- g. **Litigation Matters:** MFM will represent City of Ranger with respect to the causes of action alleged against it, its officers, employees or agents in a lawsuit only upon the request of City of Ranger. Likewise, we will initiate litigation only at the request of City of Ranger.

- h. **Fees:** MFM shall bill City of Ranger monthly for services rendered and expenses incurred, in the manner agreed to herein, until such time as this Agreement has expired by its own terms or has been terminated. MFM shall separate invoices if requested by City of Ranger. Attorney's fees are based upon a consideration of time and labor involved, the skill requisite to perform the services properly, the preclusion of other employment by MFM due to acceptance of the matters identified herein, time limitations imposed by City of Ranger or other circumstances, results achieved, experience, reputation and ability, extraordinary time requirements, and MFM's hourly rates.

The Firm will bill City of Ranger at the following rates:

	Litigation
Brad Bullock	\$275
Partners	\$275
Associate Attorney/Of Counsel	\$225
Paralegal Support	\$125

Time for legal work and travel is billed in tenth of an hour increments, as follows:

.1 = 6 minutes	.5 = 30 minutes	.9 = 54 minutes
.2 = 12 minutes	.6 = 36 minutes	1.0 = 60 minutes
.3 = 18 minutes	.7 = 42 minutes	
.4 = 24 minutes	.8 = 48 minutes	

Based upon the City's representation that a majority of City Council meetings and other meetings may be attended remotely/virtually, the time for travel to City of Ranger for in-person attendance will be reduced to the amount of time it takes to travel from the Firm's closest office in Austin.

Opinion letters for PID, or similar type, bonds are a flat fee paid from the bond proceeds. Market rates (non-governmental) will be charged when City of Ranger is being reimbursed for legal expenses, such

as by a developer or a debt issuance, if applicable. City of Ranger understands that the costs of services can be estimated in advance on a per case basis, but no particular amount is guaranteed as the amount of time necessary to spend on a legal matter can be influenced by the actions of third parties. City of Ranger further understands that MFM hourly rates may be modestly increased on an annual basis, but that any annual increase shall be no more than ten percent of the current rate.

- i. **Billing Practices and Payment**: MFM bills for matters on a monthly basis, and payment is due upon receipt of the statement. We do not bill for expenses associated with our representation except for filing and recording fees, litigation costs, and charges for extraordinary items which may be generated by the particular demands of the project involved.

If experts or consultants are retained or if other support services are required, e.g., mediators, engineers, court reporters, investigators, etc., these individuals or firms will be retained based upon City of Ranger's consent. City of Ranger will be responsible for paying the fees of these individuals or firms, and such payments should be made within thirty days of receipt of their invoice or MFM's invoice containing the charges for the third party. We will advise these individuals or firms that they are being retained by and for the benefit of City of Ranger and that City of Ranger is responsible for payment of their fees.

If City of Ranger has a question about MFM's billing procedures or statements, please ask Bradford Bullock. MFM prefers that questions be raised as soon as possible so that we can address the concerns and be certain City of Ranger understands our procedures and our statements and is fully satisfied with them.

- j. **Termination**: Either party may terminate our representation at any time by notifying the other in writing. In either case, MFM's withdrawal will be accomplished pursuant to applicable ethical requirements. Upon termination of the representation, City of Ranger will be obligated to pay for all services rendered and expenses incurred.
- k. **Amendments/Modifications**: City of Ranger and MFM may amend or modify this Agreement so long as such amendment or modification is reduced to writing and is mutually agreed upon by City of Ranger and MFM.
- l. **Independent Legal Review**: MFM has written this engagement letter on its own behalf. Please feel free to seek independent legal advice from legal counsel of your choosing in order to review this engagement letter. MFM wishes to provide you ample opportunity to consult with independent counsel, we do not require that you return a signed copy of this letter immediately.
- m. **Attorney Complaint Information**: MFM intends to maintain the high standard of ethical conduct towards City of Ranger and others as set out and enforced by the State Bar of Texas. If for any reason City of Ranger believes an attorney in MFM has violated the written rules of professional conduct for lawyers and/or has questions prior to filing a grievance, City of Ranger may either contact the Office of the Chief Disciplinary Counsel of the State Bar of Texas by calling 1-866-224-5999 (toll free) or writing to P.O. Box 12487, Austin, Texas 78711-2487. Please note that by signing the grievance form

any attorney-client privilege which would otherwise keep discussions between your attorney and you confidential will be waived.

- n. **Press Inquiries**: From time to time, we may receive media inquiries concerning City of Ranger. Applicable ethical requirements may preclude or limit our response to those inquiries. Subject to ethical limitations, MFM will abide by your instructions concerning whether and in what manner we respond to media inquiries. In the absence of specific instructions, we will respond to such inquiries in accordance with our best judgment, revealing non-confidential information when it is ethical to do so and appears to advance City of Ranger's interests.
- o. **Electronic Mail**: In the course of our representation, we may have occasion to communicate with you or with others by electronic mail. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur. We will abide by any instructions you may give us concerning electronic mail communications; in the absence of such instructions, we will use our own judgment regarding the advisability of using such means of communication.
- p. **Miscellaneous**: Duplicate counterparts of this Agreement may be or may have been executed by the parties hereto. Each such executed copy or counterpart shall have the full force and effect of an original executed instrument.

Any notice or communication required or permitted hereunder shall be in writing, and shall be sent by (a) personal delivery (provided that such delivery is confirmed by the courier delivery service), or (b) expedited delivery service with proof of delivery, or by United States mail, postage pre-paid, registered or certified mail, or (c) pre-paid facsimile, addressed as follows:

If to City of Ranger:

Paige Saenz, City Attorney
The Knight Law Firm, LLP
223 West Anderson Ln., Ste. A-105
Austin, TX 78752

If to the Firm:

Messer, Fort & McDonald, PLLC
Attn: Brad Bullock
4201 W. Parmer Ln., Ste. C-150
Austin, TX 78727

or to such other address or for the attention of such other person as thereafter shall be designated in writing by the applicable parties sent in accordance herewith. Any such notice or communication shall be deemed to have been given at either the time of personal delivery or, in the case of delivery service or certified or registered mail, as of the date of deposit or delivery to the United States Postal Service or expedited delivery service in the manner provided herein, or, in the case of facsimile, upon receipt. Any notice required by this Agreement shall be void and of no effect unless given in accordance with the provisions of this paragraph. Either party hereto may change the address for notice specified above for giving the other party two (2) days' advance, written notice of such change of address.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Aransas County, Texas. This Agreement is executed by the authorized agent of City of Ranger and MFM, effective as of the date first above written.

- q. **Texas Lawyer's Creed**: On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed - a Mandate for Professionalism. Paragraph II, subparagraph 1 of the Creed requires us to advise

you of its contents when we undertake representation. A copy of the Creed is enclosed. We intend to abide by the Creed.

If City of Ranger agrees with the foregoing, please sign and return one enclosed copy of this letter and retain the other copy for your records to be effective upon execution.

Again, we appreciate you employing Messer, Fort & McDonald, PLLC to represent you and we look forward to working with you and establishing a mutually beneficial relationship.

Sincerely yours,
Messer, Fort & McDonald, PLLC

Bradford E. Bullock

CITY OF RANGER AGREES TO RETAIN MESSER, FORT & MCDONALD, PLLC ON THE FOREGOING TERMS.

_____, Mayor
City of Ranger, Texas

PRIVACY NOTICE

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their individual clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy.

In the course of providing our clients with advice, we receive significant personal financial information from our clients and from others. If you are a client of Messer, Fort & McDonald, PLLC, you should know that all information that we receive from you or obtain in the course of representing you is held in confidence, and is not released to people outside the firm, except as expressly or implicitly authorized by you in the course of representing you, or as required under applicable law. We maintain physical, electronic, and procedural safeguards that comply with professional standards to protect your personal information.

**THE TEXAS LAWYER'S CREED—
A MANDATE FOR PROFESSIONALISM**

Adopted November 7, 1989

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ORDER OF ADOPTION
THE TEXAS LAWYER'S CREED—A MANDATE FOR
PROFESSIONALISM

- I. Our Legal System
- II. Lawyer to Client.
- III. Lawyer to Lawyer.
- IV. Lawyer to Judge.

ORDER OF ADOPTION

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion,

and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "The Texas Lawyer's Creed—A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

TEXAS LAWYER'S CREED

THE TEXAS LAWYER'S CREED—A MANDATE FOR PROFESSIONALISM

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate legal means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

TEXAS LAWYER'S CREED

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

STANDARDS FOR APPELLATE CONDUCT

Lawyers are an indispensable part of the pursuit of justice. They are officers of courts charged with safeguarding, interpreting, and applying the law through which justice is achieved. Appellate courts rely on counsel to present opposing views of how the law should be applied to facts established in other proceedings. The appellate lawyer's role is to present the law controlling the disposition of a case in a manner that clearly reveals the legal issues raised by the record while persuading the court that an interpretation or application favored by the lawyer's clients is in the best interest of the administration of equal justice under law.

The duties lawyers owe to the justice system, other officers of the court, and lawyers' clients are generally well-defined and understood by the appellate bar. Problems that arise when duties conflict can be resolved through understanding the nature and extent of a lawyer's respective duties, avoiding the tendency to emphasize a particular duty at the expense of others, and detached common sense. To that end, the following standards of conduct for appellate lawyers are set forth by reference to the duties owed by every appellate practitioner.

Use of these standards for appellate conduct as a basis for motions for sanctions, civil liability or litigation would be contrary to their intended purpose and shall not be permitted. Nothing in these standards alters existing standards of conduct under the Texas Disciplinary Rules of Professional Conduct, the Texas Rules of Disciplinary Procedure or the Code of Judicial Conduct.

LAWYERS' DUTIES TO CLIENTS

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by a real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. The lawyer's duty to a client does not militate against the concurrent obligation to treat with consideration all persons involved in the legal process and to avoid the infliction of harm on the appellate process, the courts, and the law itself.

1. Counsel will advise their clients of the contents of these Standards of Conduct when undertaking representation.
2. Counsel will explain the fee agreement and cost expectation to their clients. Counsel will then endeavor to achieve the client's lawful appellate objectives as quickly, efficiently, and economically as possible.
3. Counsel will maintain sympathetic detachment, recognizing that lawyers should not become so closely associated with clients that the lawyer's objective judgment is impaired.
4. Counsel will be faithful to their clients' lawful objectives, while mindful of their concurrent duties to the legal system and the public good.
5. Counsel will explain the appellate process to their clients. Counsel will advise clients of the range of potential outcomes, likely costs, timetables, effect of the judgment pending appeal, and the availability of alternative dispute resolution.
6. Counsel will not foster clients' unrealistic expectations.
7. Negative opinions of the court or opposing counsel shall not be expressed unless relevant to a client's decision process.
8. Counsel will keep clients informed and involved in decisions and will promptly respond to inquiries.
9. Counsel will advise their clients of proper behavior, including that civility and courtesy are expected.
10. Counsel will advise their clients that counsel reserves the right to grant accommodations to opposing counsel in matters that do not adversely affect the client's lawful objectives. A client has no right to instruct a lawyer to refuse reasonable requests made by other counsel.
11. A client has no right to demand that counsel abuse anyone or engage in any offensive conduct.
12. Counsel will advise clients that an appeal should only be pursued in a good faith belief that the trial court has committed error or that there is a reasonable basis for the extension, modification, or reversal of existing law, or that an appeal is otherwise warranted.

13. Counsel will advise clients that they will not take frivolous positions in an appellate court, explaining the penalties associated therewith. Appointed appellate counsel in criminal cases shall be deemed to have complied with this standard of conduct if they comply with the requirements imposed on appointed counsel by courts and statutes.

LAWYERS' DUTIES TO THE COURT

As professionals and advocates, counsel assist the Court in the administration of justice at the appellate level. Through briefs and oral submissions, counsel provide a fair and accurate understanding of the facts and law applicable to their case. Counsel also serve the Court by respecting and maintaining the dignity and integrity of the appellate process.

1. An appellate remedy should not be pursued unless counsel believes in good faith that error has been committed, that there is a reasonable basis for the extension, modification, or reversal of existing law, or that an appeal is otherwise warranted.
2. An appellate remedy should not be pursued primarily for purposes of delay or harassment.
3. Counsel should not misrepresent, mischaracterize, misquote, or miscite the factual record or legal authorities.
4. Counsel will advise the Court of controlling legal authorities, including those adverse to their position, and should not cite authority that has been reversed, overruled, or restricted without informing the court of those limitations.
5. Counsel will present the Court with a thoughtful, organized, and clearly written brief.
6. Counsel will not submit reply briefs on issues previously briefed in order to obtain the last word.
7. Counsel will conduct themselves before the Court in a professional manner, respecting the decorum and integrity of the judicial process.
8. Counsel will be civil and respectful in all communications with the judges and staff.
9. Counsel will be prepared and punctual for all Court appearances, and will be prepared to assist the Court in understanding the record, controlling authority, and the effect of the court's decision.
10. Counsel will not permit a client's or their own ill feelings toward the opposing party, opposing counsel, trial judges or members of the appellate court to influence their conduct or demeanor in dealings with the judges, staff, other counsel, and parties.

LAWYERS' DUTIES TO LAWYERS

Lawyers bear a responsibility to conduct themselves with dignity towards and respect for each other, for the sake of maintaining the effectiveness and credibility of the system they serve. The duty that lawyers owe their clients and the system can be most effectively carried out when lawyers treat each other honorably.

1. Counsel will treat each other and all parties with respect.
2. Counsel will not unreasonably withhold consent to a reasonable request for cooperation or scheduling accommodation by opposing counsel.
3. Counsel will not request an extension of time solely for the purpose of unjustified delay.
4. Counsel will be punctual in communications with opposing counsel.
5. Counsel will not make personal attacks on opposing counsel or parties.
6. Counsel will not attribute bad motives or improper conduct to other counsel without good cause, or make unfounded accusations of impropriety.
7. Counsel will not lightly seek court sanctions.
8. Counsel will adhere to oral or written promises and agreements with other counsel.
9. Counsel will neither ascribe to another counsel or party a position that counsel or the party has not taken, nor seek to create an unjustified inference based on counsel's statements or conduct.
10. Counsel will not attempt to obtain an improper advantage by manipulation of margins and type size in a manner to avoid court rules regarding page limits.
11. Counsel will not serve briefs or other communications in a manner or at a time that unfairly limits another party's opportunity to respond.

THE COURT'S RELATIONSHIP WITH COUNSEL

Unprofessionalism can exist only to the extent it is tolerated by the court. Because courts grant the right to practice law, they control the manner in which the practice is conducted. The right to practice requires counsel to conduct themselves in a manner compatible with the role of the appellate courts in administering justice. Likewise, no one more surely sets the tone and the pattern for the conduct of appellate lawyers than appellate judges. Judges must practice civility in order to foster professionalism in those appearing before them.

1. Inappropriate conduct will not be rewarded, while exemplary conduct will be appreciated.
2. The court will take special care not to reward departures from the record.
3. The court will be courteous, respectful, and civil to counsel.
4. The court will not disparage the professionalism or integrity of counsel based upon the conduct or reputation of counsel's client or co-counsel.
5. The court will endeavor to avoid the injustice that can result from delay after submission of a case.
6. The court will abide by the same standards of professionalism that it expects of counsel in its treatment of the facts, the law, and the arguments.
7. Members of the court will demonstrate respect for other judges and courts.

STANDARDS OF PRACTICE TO BE OBSERVED BY ATTORNEYS APPEARING IN CIVIL ACTIONS

Adopted in *Dondi Properties Corp. v. Commerce Sav. and Loan Assn.*,
121 F.R.D. 284 (N.D. Tex., July 14, 1988)

- A. In fulfilling his or her primary duty to the client, a lawyer must be ever conscious of the broader duty to the judicial system that serves both attorney and client.
- B. A lawyer owes, to the judiciary, candor, diligence and utmost respect.
- C. A lawyer owes, to opposing counsel, a duty of courtesy and cooperation, the observance of which is necessary for the efficient administration of our system of justice and the respect of the public it serves.
- D. A lawyer unquestionably owes, to the administration of justice, the fundamental duties of personal dignity and professional integrity.
- E. Lawyers should treat each other, the opposing party, the court, and members of the court staff with courtesy and civility and conduct themselves in a professional manner at all times.
- F. A client has no right to demand that counsel abuse the opposite party or indulge in offensive conduct. A lawyer shall always treat adverse witnesses and suitors with fairness and due consideration.
- G. In adversary proceedings, clients are litigants and though ill feeling may exist between clients, such ill feeling should not influence a lawyer's conduct, attitude, or demeanor towards opposing lawyers.
- H. A lawyer should not use any form of discovery or the scheduling of discovery, as a means of harassing opposing counsel or counsel's client.
- I. Lawyers will be punctual in communications with others and in honoring scheduled appearances and will recognize that neglect and tardiness are demeaning to the lawyer and to the judicial system.
- J. If a fellow member of the Bar makes a just request for cooperation, or seeks scheduling accommodation, a lawyer will not arbitrarily or unreasonably withhold consent.
- K. Effective advocacy does not require antagonistic or obnoxious behavior and members of the Bar will adhere to the higher standard of conduct which judges, lawyers, clients, and the public may rightfully expect.

ORDINANCE NO. 2023-01-23-A

AN ORDINANCE OF THE CITY OF RANGER, TEXAS REPEALING AND REPLACING ORDINANCE NO. 2007-10-08-03; ADOPTING REGULATIONS CONCERNING SUBSTANDARD BUILDINGS WITHIN THE CITY; ESTABLISHING MINIMUM STRUCTURAL STANDARDS; PROVIDING FOR NOTICE AND HEARINGS; PROVIDING FOR ABATEMENT BY OWNER OR CITY; PROVIDING A PENALTY; ALLOWING FOR ASSESSMENT OF CITY EXPENSES AND IMPOSITION OF LIEN; ESTABLISHING CIVIL REMEDIES BY CITY; PROVIDING SEVERABILITY AND REPEALER CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ranger (the "City") is a home rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution; and

WHEREAS, Chapter 214 of the Texas Local Government Code allows the City to regulate the condition of structures and to require demolition, repair, or removal of substandard structures by the owners of said structures and, if the owner does not take such action, allows for the city to perform the required action and assess its expenses as a lien upon the property;

WHEREAS, Section 54.012 of the Texas Local Government Code authorizes the City to file a lawsuit and collect civil penalties regarding substandard structures; and

WHEREAS, the City Commission of the City of Ranger finds that regulating and controlling unsafe, dangerous, dilapidated and substandard buildings within the City is in the best interest of the citizens of the City as such regulation preserves and protects the public health and safety and preserves property values.

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

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

Section 2. Definitions. The words and phrases contained herein shall have the following meanings ascribed to them unless the context clearly states otherwise:

(a) **Building.** Any structure utilized or intended for supporting or sheltering any occupancy.

(b) **Code Enforcement Official.** Any person appointed by the City Commission to enforce violations of this Ordinance or applicable state codes.

(c) Minimum Standards. The minimum standards for continued use and occupancy of a building as set forth in Section 4 herein.

(d) Owner of Record. Any person, agent, firm, corporation, or governmental agency shown to be the owner or owners of a building in:

(i) The real property, assumed name, or appraisal district records of Eastland County;

(ii) The tax or utility records of the City; or

(iii) The records of the Secretary of State.

(e) Substandard Building. Any building that does not comply with the minimum standards, as defined in Section 4

Section 3. Abatement of Substandard Structures.

(a) It shall be unlawful for any owner or other person in control of a building to allow that building to be in a condition that does not conform to the minimum standards.

(b) Any building that does not conform to the minimum standards is hereby declared a public nuisance and shall be subject to abatement by repair, demolition, or removal as necessary upon the issuance of an order to abate issued by the City Commission in accordance with the procedures described in this Ordinance.

Section 4. Minimum Standards.

A building is considered not to meet the minimum standards, regardless of its date of construction, if the building is dilapidated, substandard, or unfit for human habitation and a hazard to public health, safety, and welfare due to one or more of the following conditions:

(a) The building has a roof, ceiling, floors, walls, sills, windows, or foundation, or any combination thereof, rotted or decayed, and falling apart; or is uninhabitable due to obsolescence and deterioration caused by neglect, vandalism, fire damage, or the elements;

(b) The building is intended for human occupancy and is in danger of falling and injuring persons or property;

(c) The building is a fire menace because it is in a dilapidated condition, as described in subsections (a) and (b), above, or is likely to become a fire menace or be set on fire;

(d) The building is in unsanitary condition and is likely to create disease because of the presence of insects, rodents, or vermin; or

(e) The building is damp and in unsanitary condition and is likely to create disease and sickness because of being in the condition described under subsections (a) – (d), above.

Section 5. Authority.

(a) The Code Enforcement Official shall have the authority and powers necessary to gain compliance with the provisions of this Ordinance and all other ordinances of the City relating to conditions on property. Such powers include the power to issue notices of violations, issue citations or file criminal complaints, inspect public and private property with permission or after obtaining an administrative search warrant, and use whatever judicial and administrative remedies available under this Ordinance or applicable state laws.

(b) The Code Enforcement Official may enter upon any property or premises, with permission or after obtaining an administrative search warrant, to ascertain whether the provisions of this Ordinance or applicable state codes and statutes are being obeyed, and to make any examinations and surveys as may be necessary in the performance of his or her enforcement duties. Such duties may include the taking of photographs, samples, or other physical evidence.

(c) It shall be unlawful for any person to interfere with a Code Enforcement Official in the performance of his or her duties under this Ordinance.

Section 6. Authority to Immediately Secure Building.

(a) The City may immediately secure a building that it determines does not meet the minimum standards and is unoccupied or occupied only by persons who do not have a right to occupy the building according to the procedures contained in this Section.

(b) Notice. Before the 11th day after the date the building is secured according to subsection (a), above, the City shall give notice to the owner of record by:

(i) Personally serving the owner with written notice;

(ii) Depositing the notice in the United States mail addressed to the owner at the owner's last known post office address;

(iii) Publishing the notice at least twice within a ten-day period in a newspaper of general circulation in the City if personal service cannot be obtained and the owner's post office address is unknown; or

(iv) Posting the notice on or near the front door of the building if personal service cannot be obtained and the owner's post office address is unknown.

(c) Contents of Notice. The notice shall contain identification of the building and the property on which it is located, a description of the existing violation(s) of the minimum standards, a statement that the City will secure or has secured the building, and a notice to the owner that the owner may request a hearing about the City securing the building if such a request is made in writing within thirty (30) days after the date the City secures the building.

(d) Hearing. If a hearing is requested by the owner within the time frame described in subsection (c), it shall be held before the City Commission within twenty (20) days of the date the request is filed and conducted pursuant to Section 214.0011(e).

Section 7. Inspection and Notice of Abatement.

(a) Inspection. The code enforcement official shall inspect or cause to be inspected any building the official has probable cause to believe does not meet the minimum standards. If an owner, occupant, agent, or person in control of the premises refuses permission to enter or inspect, the code enforcement official may seek an administrative search warrant from an appropriate court as provided for in Texas Code of Criminal Procedure Article 18.05. All inspections, entries, examinations, and surveys shall be done in a reasonable manner.

(b) Determination. After completing the inspection, the code enforcement official shall determine if there is sufficient evidence that the building is a dangerous building.

(c) Notice of Abatement. After an initial determination that there is sufficient evidence that a building is a dangerous building, the code enforcement official shall provide notice to the owner of record of the building, by certified mail, return receipt requested, that the building is believed to be a dangerous building, which shall include a description of the nature of the violation(s) of the minimum standards, and that the owner must vacate and/or repair, demolish, and/or remove the building for the good of the public health, safety, and welfare. Additional notice shall be posted on the dangerous building which shall read as follows:

“THIS BUILDING IS DANGEROUS ACCORDING TO THE MINIMUM STANDARDS SET FORTH IN THE DANGEROUS BUILDINGS ORDINANCE OF THE CITY OF RANGER AND THE OWNER MUST REPAIR, DEMOLISH, OR REMOVE IT. CONTACT _____ AT _____ FOR FURTHER INFORMATION.
DATE: _____

(d) Request for a hearing before the City Commission. If the owner does not reply or take action within fifteen (15) days from the date the notice was mailed, the code

enforcement official may request that a hearing be held before the City Commission to determine whether the building complies with the minimum standards or if the building is a dangerous building.

(i) If a public hearing is scheduled, the code enforcement official shall make a diligent effort to discover the identity and address of the owner(s) of record and any lienholders or mortgagees of the building and the underlying property. Due diligence will include searching the following records for information on the property owner or lienholder:

- (A) Eastland County real property records;
- (B) Records of the Eastland County Central Appraisal District;
- (C) Records of the Secretary of State, if the property owner or lienholder is a corporation, partnership, or other business association;
- (D) Assumed name records of Eastland County;
- (E) Tax records of Eastland County; and
- (F) Utility records of the City of Ranger.

(ii) The code enforcement official shall provide notice of the public hearing to each owner, lienholder, or mortgagee by certified mail, return receipt requested, no later than ten (10) days prior to the date of the hearing. The notice shall further advise the owner, lienholder, or mortgagee that he or she will have the burden of proof at such hearing and will be required to submit proof of the scope of any work that may be required to make the building comply with this Ordinance and the amount of time it will take to reasonably perform the work.

(iii) The City shall also publish notice of the public hearing in a newspaper of general circulation in the City no later than ten (10) days prior to the date of the public hearing. The published notice must contain the name and address of the owner of the real property (if it can be determined from a reasonable search of the records described above), a legal description of the affected property and a description of the proceeding, including the date, location, and time of the hearing.

(iv) The City may file a copy of the published notice of the hearing in the Official Public Records of Eastland County.

(v) The code enforcement official may provide notice to any unknown owners or interested parties by posting a copy of the notice described by Section 7(d)(ii) on the front door of each improvement situated on the affected property, or as close to the front door as practicable.

Section 8. Order to Abate.

(a) If it is found at the public hearing that a building is in violation of the minimum standards, the City Commission may order that the building be vacated, secured, repaired, removed, or demolished by the owner within a reasonable time.

(b) The order shall allow the owner thirty (30) days to complete the ordered action, unless the owner or lienholder establishes at the hearing that the work cannot reasonably be performed within 30 days. If more than thirty (30) days are allowed to repair, remove, or demolish the building, specific time schedules shall be established for the commencement and performance of the work.

(c) The owner, lienholder, or mortgagee may not be allowed more than ninety (90) days to complete the ordered action, unless the owner, lienholder, or mortgagee submits a detailed plan and time schedule for the work at the hearing and establishes at the hearing that the work cannot reasonably be completed within ninety (90) days because of the scope and complexity of the work. If the City Commission allows more than ninety (90) days to complete the work, the owner, lienholder, or mortgagee shall be required to regularly submit progress reports to demonstrate compliance with the time schedules established for the commencement and performance of the work. [EH1]

Section 9. Notice of Order.

(a) The City shall promptly mail, by certified mail return receipt requested, a copy of any order issued pursuant to Section 8 of this Ordinance, to the owner of record of the building and to any lienholder or mortgagee, along with a notice containing an identification of the building and the property on which it is located; a description of the violation(s) of the minimum standards; and a statement that the City will secure, vacate, repair, remove, or demolish the building if the ordered action is not taken by the owner within the deadline established by the City Commission, if such information is not already contained in the order.

(b) Within ten (10) days following the date that an order is issued, the City shall:

(i) File a copy of the order in the office of the City Secretary; and

(ii) Publish in a newspaper of general circulation in the City a notice containing the following:

(A) The street address or legal description of the property;

(B) The date the hearing was held;

(C) A brief statement indicating the results of the hearing on the contents of the order; and

(D) Instructions stating where a complete copy of the order may be obtained.

Section 10. Delivery of Notices.

If a notice mailed pursuant to Section 7(c) or Section 9(a) of this Ordinance is returned by the United States Postal Service as “refused” or “unclaimed”, the validity of the notice is not affected, and the notice is considered delivered.

Section 11. Appeal and Judicial Review.

Any owner, lienholder, or mortgagee of a property jointly or severally aggrieved by any order issued under this Ordinance shall be entitled to judicial review in District Court. A petition must be filed in District Court by an owner, lienholder, or mortgagee within thirty (30) calendar days after the date of delivery of said order pursuant to Texas Local Government Code Sec. 214.0012. The petition must be verified, set forth that the decision of the City Commission was illegal, in whole or in part, and specify the grounds of the illegality.

Section 12. City Abatement; Lien

(a) If the building is not vacated, secured, repaired, removed, or demolished, or the occupants are not relocated within the allotted time, the City may vacate, secure, remove, or demolish the building or relocate the occupants at its own expense.

(b) If the City incurs expenses under Section 12(a), the City may assess the expenses on, and the City has a lien against the property, unless it is homestead as protected by the Texas Constitution.

(c) The lien is extinguished if the property owner or other person having an interest in the legal title to the property reimburses the City for the expenses.

(d) The lien arises and attached to the property at the time the notice of lien is recorded and indexed in the Official Public Records of Eastland County. The notice must contain the name and address of the owner if that information can be determined with a reasonable effort, a legal description of the real property on which the building was located, the amount of expenses incurred by the City, and the balance due.

(e) If the notice is given and the opportunity to relocate the tenants of the building or to repair, remove, or demolish the building is afforded to each mortgagee and lienholder as described in Section 7(b)(ii) or Section 9(a) of this Ordinance, the lien is a privileged lien subordinate only to tax liens.

Section 13. Criminal Prosecution.

(a) Violation. It shall be unlawful for any person to violate any provision, or fail to comply with any requirement, in this Ordinance.

(b) Penalty. A violation of any of the provisions, or failure to comply with any of the requirements, of this Ordinance shall constitute a misdemeanor punishable by a maximum fine of Five Hundred Dollars (\$500.00) or a maximum fine of Two Thousand Dollars (\$2,000.00) if the court finds that the violation relates to fire safety or public health and sanitation.

(c) Continuing Violation. Each day a person violates, continues to violate, or permits a violation of this Ordinance shall be a separate offense.

Section 14. Civil Enforcement.

(a) The City may, in accordance with Sections 54.012 *et seq.* of the Texas Local Government Code, as amended, bring a civil action against an owner of record or the owner's representative in control of the premises violating a provision of this Ordinance relating to dangerously damaged or deteriorated structures or improvements.

(b) The civil action may include, but is not limited to, a suit to recover a civil penalty not to exceed \$1,000.00 per day or portion of a day during which the violation is committed, continued, or permitted by the owner or owner's representative, if the City proves:

(i) The property owner was notified of the requirements of this Ordinance and the owner's need to comply with the requirements; and

(ii) After notification, the property owner committed an act in violation of this Ordinance or failed to take an action necessary for compliance with this Ordinance.

(c) The City shall have all other available remedies at law and in equity to enforce the provisions of this Ordinance.

Section 15. Repeal. Except as provided in Section 16, Ordinance No. 2007-10-08-03, adopted on October 22, 2007, is hereby repealed. All other ordinances or parts thereof in conflict herewith are hereby repealed to the extent of such conflict only.

Section 16. Savings Clause. All rights and remedies of the City of Ranger are expressly saved as to any and all violations of the provisions of any ordinances affecting dangerous building abatement and regulation of dangerous buildings within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be pursued and prosecuted until final disposition by the Board of Appeals, the City Commission, or the courts, as appropriate. Ordinance No. 2007-10-08-03 shall continue to remain in effect and govern citations issued for violation of Ordinance No. 2007-10-08-

03 or dangerous building abatement that commenced before the adoption of this Ordinance.

Section 17. Severability. It is hereby declared to be the intention of the City Commission that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, Paragraphs and section of this Ordinance, since the same would have been enacted by the City Commission without the incorporation of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 18. Effective Date. This Ordinance shall take effect immediately upon its approval and passage and after publication as required by law.

Section 19. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED ON FIRST READING on this 9th day of January, 2023.

PASSED, APPROVED, AND ADOPTED ON SECOND READING on this the 23rd day of January, 2023.

ATTEST:

THE CITY OF RANGER, TEXAS

Savannah Fortenberry, City Secretary

John Casey, Mayor

RESOLUTION NO. 2023-01-23-A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS, ORDERING A MUNICIPAL ELECTION AND PROVIDING ELECTION PROCEDURES FOR THE CITY'S GENERAL ELECTION ON MAY 6, 2023, FOR THE ELECTION OF MAYOR AND TWO CITY COMMISSIONER PLACES 1 AND 3 TO A TERM OF TWO YEARS; PROVIDING FOR EASTLAND COUNTY TO PERFORM ELECTION DUTIES FOR THE MAY 6, 2023 GENERAL ELECTION; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, pursuant to the City Charter, on May 6, 2023, there shall be elected the following officials for the City of Ranger, Texas (the "City"): Mayor, City Commissioner No. 1 and City Commissioner No. 3 to a term of two years;

WHEREAS, the Tex. Elec. Code is applicable to the election and this Resolution establishes procedures consistent with the Code, and designates the voting place for the election; and

WHEREAS, the City intends to contract with Eastland County (references to Eastland County shall include the Eastland County Elections Administrator) to conduct the City General Election (the "Interlocal Agreement") in accordance with *Tex. Elec. Code, Chapter 31* and *Tex. Gov't Code Chapter 791*;

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

Section 1. General Election. The General Election of the City shall be held on Saturday, May 6, 2023, to elect Mayor, City Commissioner No. 1 and City Commissioner No. 3 to serve a term of two (2) years each. Candidates at the election for the above offices shall file their application to become candidates with the City Secretary of the City, at City Hall, 400 West Main Street, Ranger, Texas, between 8:00 a.m. on January 18, 2023 through 5:00 p.m. on February 17, 2023. All applications for candidacy shall be on a form as prescribed by the Tex. Elec. Code. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary.

Section 2. Ballots. Paper ballots and direct recording electronic voting machines shall be used for the election.

Section 3. Printed Materials. The official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 4. Notice of Election. Notice of the election shall be given in the manner as provided in the *Tex. Elec. Code*. A notice containing a substantial copy of this Resolution shall be posted on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid polling place not later than the twenty-first (21st) day before the election, and by

publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The Mayor, or designee, shall give notice of this election in accordance with the terms and provisions of this Section, and the proper authority therefore shall issue all necessary orders and writs.

Section 6. Election Precinct and Polling Places. There shall be one election precinct for the election, which shall contain and include all the geographic area within the City. The polling place for such election precinct shall be at the Community Center, 718 Pine Street, Ranger, Texas. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m.

Section 7. Early Voting. Eastland County will appoint the Election Judge and Clerk for Early Voting, and is hereby authorized to appoint Deputy Early Voting Clerks. Early Voting for the above designated election shall be at Community Center, 718 Pine Street, Ranger, Texas and said place of Early Voting shall remain open during City Secretary's regular business hours, from 8:00 a.m. to 5:00 p.m. on each day for Early Voting which is not a Saturday, a Sunday, or an official Holiday, beginning on the 24th day of April, 2023 and continuing through the 2nd day of May, 2023. Applications for ballot by mail shall be mailed to: Summer Olvera, Joint Elections Administrator, 100 W. Main Street, Suite 104, Eastland, Texas 76448.

Early Voting by personal appearance shall be by the balloting method determined by the Eastland County Elections Administrator. The ballots shall be canvassed by an Early Ballot Board. It is hereby ordered that the Judges and Clerks appointed by Eastland County shall additionally serve as the Early Ballot Board.

Section 8. Election Judges and Clerks. Eastland County will designate and appoint election officers for the holding of said election.

The Alternate Presiding Judge, in the absence of the Presiding Judge, shall perform the duties of the Presiding Judge in said election. The Presiding Judge shall appoint not more than four (4) qualified voters who are residents of the City of Ranger, Texas, to serve as Clerks in said election; the appointment of such clerks is to include the Alternate Presiding Judge, who, if present, shall be appointed and counted as one of the election clerks.

The rate of pay for the election judges and the clerks shall be paid according to the Interlocal Agreement.

Section 9. General. The General Election shall be held in accordance with the *Tex. Elec. Code*, and only resident qualified voters of the City shall be eligible to vote at the election. Eastland County is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 9, 2023 nor later than May 17, 2023.

Section 10. Effective Date. This Resolution shall be effective upon its adoption.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this 23rd day of January, 2023.

ATTEST

CITY OF RANGER, TEXAS

Savannah Fortenberry, City Secretary

John Casey, Mayor

Draft

RESOLUTION NO. 2023-01-23-B

A RESOLUTION OF THE CITY OF RANGER, TEXAS, ORDERING AN ELECTION ON THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX AT THE RATE OF ONE-FOURTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING FOR THE CONDUCT OF THE ELECTION; PROVIDING FOR EARLY VOTING; PROVIDING FOR POLLING PLACES; PROVIDING FOR ELECTION JUDGES; PROVIDING FOR NOTICE OF ELECTIONS; PROVIDING FOR THE METHOD OF VOTING; PROVIDING AN EFFECTIVE DATE; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Commission of the City of Ranger, Texas (the "City") hereby finds and determines that an election should be held to submit to the voters the question of reauthorizing the local sales and use tax at the rate of one-fourth of one percent to continue providing for maintenance and repair of municipal streets;

WHEREAS, the current local sales and use tax for maintenance and repair of municipal streets is one-fourth of one percent;

WHEREAS, the City is required by *Chapter 327, Tex. Tax Code*, to submit to the qualified voters of the City the question of reauthorizing the sales and use tax for maintenance and repair of municipal streets in order to continue to collect such tax; and

WHEREAS, the City has made provision to contract with Eastland County (references to Eastland County shall include the Eastland County Elections Administrator) to conduct the City's election, pursuant to *Chapter 31, Tex. Elec. Code*, and *Chapter 791, Tex. Gov't Code* (the "Election Agreement" or "contract"), and to hold a joint election with those political subdivisions that will hold an election on the same day in all or part of the same territory as the City, as authorized in *Chapter 271, Tex. Elec. Code*;

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

Section 1. Election Ordered. An election is called and ordered to be held on the 6th day of May, 2023, the next uniform election date, in the City of Ranger, Texas, which date is not less than thirty (30) days from the date of the adoption of this resolution for the purpose of submitting to the qualified voters of the City the following proposition: whether to reauthorize the local sales and use tax at the rate of one-fourth of one percent to continue providing for maintenance and repair of municipal streets.

Section 2. Effective Date of Tax If Approved. If approved by a majority vote of the registered voters of the City at such election, the proposed sales and use tax for maintenance and repair of municipal streets shall take effect as provided in §321.102, *et. seq.*, *Tex. Tax Code*.

Section 3. Ballots and Proposition. The ballots for the election shall comply with the *Tex. Elec. Code, Ch. 321 and 327, Tex. Tax Code*, and be in the form provided by the City to the Eastland County Election Officer for use on the voting devices and ballots used by Eastland County, provided that the votes shall be upon official ballots prepared in such a manner as will permit the voters to vote "For" or "Against" the proposition submitted, with the proposition to be expressed on the official ballot in a form substantially as follows:

PROPOSITION NO. 1

“THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF RANGER, TEXAS, AT THE RATE OF ONE-FOURTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS”

For _____ Against _____

PROPOSICION NO. 1

“LA REAUTORIZACION DE IMPUESTOS LOCALES DE VENTA Y USO PARA LA CIUDAD DE RANGER, TEXAS AL UN CUARTO DEL UNO POR CIENTO PARA CONTINUAR PROVIENDO RECURSOS PARA LA MANENCION Y REPARACION DE CALLES MUNICIPALES”

A Favor _____ En Contra _____

Section 4. Printed Materials. The official ballots, together with such other election materials as are required by the *Tex. Elec. Code* and/or the *Tex. Tax Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as may be required by law.

Section 5. Notice of Election. Notice of the elections shall be given in the manner as provided in the *Texas Election Code*.

Section 6. General Conduct of Election. The Eastland County Election Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by contract with the City and the law governing the holding of general

elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

The City Secretary, or designee, is instructed to aide the Eastland County Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Agreement. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Tex. Elec. Code*; provided that, pursuant to the Election Agreement between Eastland County and the City, the Eastland County Election Administrator shall have the duty and be responsible for organizing and conducting the election in compliance with the *Tex. Elec. Code*; and for providing all services specified to be provided in the Election Agreement. The Eastland County Election Administrator shall give the notices required by the *Tex. Elec. Code* to be given for the election not required to be given by the City under the Election Agreement.

Section 7. Polling Place; Precincts. The election precincts for the election shall be the election precincts established by Eastland County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Eastland County for such election precincts in Eastland County and voting by residents of the City. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Eastland County will be provided by precinct and the Eastland County Election Administrator shall tabulate and provide the election returns for the election.

Section 8. Early Voting. Eastland County will appoint the Election Judge and Clerk for Early Voting, and is hereby authorized to appoint Deputy Early Voting Clerks. Early Voting for the above designated election shall be at Community Center, 718 Pine Street, Ranger, Texas and said place of Early Voting shall remain open during City Secretary's regular business hours, from 8:00 a.m. to 5:00 p.m. on each day for Early Voting which is not a Saturday, a Sunday, or an official Holiday, beginning on the 24th day of April, 2023 and continuing through the 2nd day of May, 2023. Applications for ballot by mail shall be mailed to: Summer Olvera, Joint Elections Administrator, 100 W. Main Street, Suite 104, Eastland, Texas 76448.

Early Voting by personal appearance shall be by the balloting method determined by the Eastland County Elections Administrator. The ballots shall be canvassed by an Early Ballot Board. It is hereby ordered that the Judges and Clerks appointed by Eastland County shall additionally serve as the Early Ballot Board.

Section 9. Election Judges and Clerks. Eastland County will designate and appoint election officers for the holding of said election.

The Alternate Presiding Judge, in the absence of the Presiding Judge, shall perform the duties of the Presiding Judge in said election. The Presiding Judge shall appoint not more

that four (4) qualified voters who are residents of the City of Ranger, Texas, to serve as Clerks in said election; the appointment of such clerks is to include the Alternate Presiding Judge, who, if present, shall be appointed and counted as one of the election clerks.

The rate of pay for the election judges and the clerks shall be paid according to the Interlocal Agreement.

Section 10. Notices. Not later than the 21st day before election day, a copy of the notice, which must include the location of each polling place, shall be posted on the bulletin board used for posting notices of the meetings of the Governing Body of the City of Ranger. The notice shall remain posted continuously through Election Day. Notice of the election shall also be given by publishing the notice at least once, not earlier than the 30th day or later than the 10th day before Election Day in the official newspaper of the City. Notice of the election shall be published in English and Spanish, in the manner required by law.

Section 11. General. The General Election shall be held in accordance with the *Tex. Elec. Code*, and only resident qualified voters of the City shall be eligible to vote at the election. Eastland County is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 9, 2023 nor later than May 18, 2022.

Section 12. Effective Date. This ordinance shall be effective upon its passage by a majority vote of the City Council.

Section 13. Open Meetings. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

PASSED AND APPROVED, this the 9th day of January, 2023.

ATTEST:

CITY OF RANGER, TEXAS

Savannah Fortenberry, City Secretary

John Casey, Mayor

RESOLUTION NO. 2023-01-23-C

WHEREAS, The City of Ranger finds it in the best interest of the citizens of Ranger Texas that the Justice Assistance Grant be operated for the 2023; and

WHEREAS, City of Ranger agrees that in the event of loss or misuses of the Criminal Justice Division funds, City of Ranger assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, City of Ranger designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Ranger approves submission of the grant application for the Justice Assistance Grant to the Office of the Governor, Criminal Justice Division. Grant# **4778701**

PASSED AND APPROVED this 23rd of January, 2023.

CITY OF RANGER, TEXAS

ATTEST:

Savannah Fortenberry, City Secretary

John Casey, Mayor

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THE RANGER NATIONAL GUARD ARMORY AND THE BARROW GANG

John

In the early 20th century, the U.S. Army sponsored National Guard armories throughout the United States. Despite a similar mission to that of standing Army units, the day to day activities of National Guard units bore a closer affinity to the communities from which their officers and men were comprised. Armories were a landmark in countless small towns, dating back at least to the early 19th century when they were a key component of national security. The most famous in American history was the federal armory at Harper's Ferry, Virginia, that John Brown attacked in 1859, in the run up to the Civil War.

Armories were the homes of state militia units like the Fort Worth Fencibles and Lloyd Rifles. All major cities in Texas had at least one armory since every militia company wanted its own place. Armories were where citizen soldiers drilled and stored their arms in peacetime. The tradition and importance of a particular company was reflected in the magnificence of their facilities, which were limited only by how much money they could raise from private sources to put it up.

Many national guard units were content to rent space in any available building, which is why they were often called "armory halls." The drafty halls were "not well adapted to military use" and were laughably "easy to break and enter." Some companies lacked even an armory hall. To save money, the Fort Worth Fencibles in the early 20th century stored their weapons in the basement of the courthouse – until county fathers objected to the danger posed by storing thousands of rounds of ammunition right under their feet. The Fencibles were forced to take up new quarters. They moved into space on the second floor of a building on the lower end of town where rents were low.¹

Raising the money to build a free-standing armory meant drumming up public support or finding a deep-pocketed local patron. When Fort Worth's Bovinian Rifles built their new armory in 1913, their "patron" was H.E. Finney, manager of the Armour meatpacking plant. The place included a private office for the commanding officer, a "clubroom," reception hall, and "ladies' parlor." In gratitude they renamed their company the "Finney Rifles."²

In 1903 Congress ordered a sweeping reorganization and renaming of the old state militia; henceforward they were the National Guard. In 1933 the last connection between the old state militias and the U.S. military was severed, and the National Guard became a stand-alone component of the nation's military forces.

Despite an impressive-sounding name, armories were typically as much social gathering places as military bastions, like a convention center or public auditorium. New armories were promoted by their builders as a "credit to the city," rather than military installations. Typically, the buildings were only used for drill one night a week, so it was important to find other uses for them. Renting out an armory for high school graduations, prize fights, professional wrestling, and public dances brought in revenue to keep the lights on.³

At the turn of the century, armories were more common in the North than in the South or West, not due to any lack of military tradition but to economic constraints. Building an armory might cost \$25,000 or more, and there was the cost of upkeep on top of that. As military preparedness was played down after World War I facilities were shuttered or underfunded. After Franklin Roosevelt became president in 1933, the New Deal made armory construction a priority, more for economic "pump-priming" than military preparedness. It was one of the first things taken on by the Works Progress Administration (WPA). In the next few years, 126 armories were built nationwide with WPA money.

1933 was the same year Congress restructured the U.S. military, making the national guard a two-headed creature of the state and federal governments. Its weapons and equipment came from the federal government, though the only time the local boys met with a representative of the War Department was once a year when inspectors came to town to review the local national guard unit. The states were responsible for building the facilities and maintaining them. Part of this burden was relieved by WPA funding of new armories, but not every community received such funding. Most of the burden still fell on state legislatures which, during the Depression, were slow to respond. In Texas, for instance, it took a lot of money to keep the state's 111 armories and "armory halls" open. The legislature only met every two years, so between 1932 and 1934 the state used IOUs to postpone payment of the expense. At a time of national unrest -- riots, labor strife, criminal gangs -- no one wanted to shutter these citadels of law and order. Every national guard armory was also an icon of the federal system: national defense at its most basic level.⁴

It cost the state of Texas \$100,000 a year to keep all those armories and armory halls open. Beefing up security was not even a consideration despite all the heavy weaponry stored in the buildings. The typical armory did not have a vault for its weapons, did not store firing pins separately from guns, and did not even place a secure lock on arms racks. As a result, Uncle Sam became a virtual Daddy Warbucks for every criminal needing an arsenal. The thinking seemed to be that calling a building an "armory" was a sufficient deterrence to thieves.⁵

Ranger's national guard armory was the proud home of Company I, the 142nd Infantry, mobilized as part of the 36th Division in World War I. The national guard company was organized in 1928 with thirty-nine men initially; that soon grew to full company strength (60 men), led by Capt. Wayne C. Hickey, the secretary of the Ranger Chamber of Commerce. The

little town had become a boomtown after oil was discovered nearby in 1917. When the oil boom played out, the town's population shrank nearly as quickly as it had ballooned. The victims of the hard times included the Liberty Theater on South Rusk Street, built in 1920 and forced to close when the town emptied. The brick and masonry theater offered a perfect location for an armory, and its owners were more than willing to rent the space. The Carl Barnes Post (No. 69) of the American Legion sponsored Company I with the understanding that the rifle club of Post 69 could store their weapons on site with the U.S. Government-issue weapons.⁶

As a rented space the Ranger armory was as flimsy and vulnerable as any in the state. There was not even a night watchman. A beat cop might pass by the place a couple of times a night. Otherwise, a determined thief could breach the alley door and load up with weapons of war.

It didn't take long for the criminal gangs spawned by the Depression to figure out that national guard armories were prime sources of the most desirable arms; specifically, Thompson submachine guns and Browning automatic rifles (BARs). The BARs were especially prized because they were capable of firing a 20-round clip of 30-.06 ammunition in less than three seconds. With weapons like that, in a stand-up fight the criminals outgunned any members of law enforcement they might encounter. Hitting armories and knocking over banks were the favorite past-times of criminal gangs, starting in the 1920s. The newspapers called such robberies "raids" because the gangs hit with no warning, took what they wanted, and were gone before the authorities could respond. The first raid to hit the news in Texas was at Bangs on June 16, 1924. Between 1932 and 1934 seventy-four armory raids were investigated by the Justice Department. The haul included 940 .45-cal. semi-automatic pistols, 28 Enfield rifles, 49 BARs,

and 10 Thompson submachine guns, plus 15,960 rounds of .45 cal. ammunition and 7,100 rounds of rifle ammunition. It was an alarming loss in both public property and firepower.⁷

Texas was not alone in being victimized by such raids; it was just number one when it came to losing War Department weapons. In 1934 alone, 206 weapons of various types and calibers were taken from nine armories. One newspaper opined, "Many of the weapons very likely go to the small fry of the criminal world," while the machine guns and automatic rifles in all likelihood found their way into the hands of major gangs.⁸

Texas armories became even more appealing to gangsters after 1933 when the state legislature and federal government both tightened gun laws. Texas banned the sale of machine guns in 1933, and the following year Congress passed the Firearms Act requiring automatic weapons to be registered and putting a tax on dealers who sold such weapons. Those laws dried up the legal market for heavy weapons, forcing criminals to look elsewhere to stock or replenish their arsenals.⁹

In May 1934, the *Fort Worth Star-Telegram* printed a tongue-in-cheek editorial about "the frequent looting of National Guard armories." The U.S. military should stop supplying criminal arsenals, it said. "A robber should have to pay for the gun he uses in his work." The War Department blamed state authorities for the thefts, insisting it was not going to be "saddled with the responsibility for the lax protection of national guard armories." The War Department's stand was justified since, by law, national guard units were state organizations under the authority of the governor of the state. The War Department only supplied and "supervised" the arms. Security was up to the states.

The *Omaha Bee-News* of Nebraska assigned blame equally to the politicians and the criminals, pointing out the federal government paid “nearly 70%” of the cost of maintaining the national guard; it was not capable of protecting the national guard’s arms “against the nefarious exploitation of irresponsible politicians.” By inference those irresponsible politicians who did not protect the federal property placed in their custody included Texas Governor Miriam A. “Ma” Ferguson (1933-1935). If the governors could not prevent the “looting” of national guard armories by “outlaws and gangsters of the underworld,” they would have to answer to the people of their state. For whatever reason, Ma Ferguson was voted out of office in the 1934 general election.¹⁰

In 1934, President Roosevelt’s acting Attorney General, William Stanley, ordered the states to take “extra precautions” storing arms and ammunition in national guard armories. That same year the House of Representatives held committee hearings on the problem. Some state adjutant generals testified that their armories were secure, but Texas was not among them.¹¹

The Barrow gang was particularly adept at raiding armories. The gang included Clyde Barrow, Raymond Hamilton, Bonnie Parker, Henry Methvin, Hilton Hybee and Joe Palmer, though never all at the same time. In July, 1933, they were accused of hitting an armory in Kansas, leaving behind several government-issue weapons after a battle with police near Platte City, Iowa. A famous picture of Clyde Barrow from that time shows him sitting on the front bumper of an automobile with two cut-down automatic rifles across his lap.¹²

On August 29, 1933, following the recovery of a cache of stolen guns after the Platte City shootout, a frustrated Special Agent in Charge of the FBI’s Dallas Office, wrote the following letter to Director Hoover in Washington:

“Dear Sir –

“Report of Special Agent D. W. Brantley at Kansas City, Mo, dated 8/17/33, pages 2 and 16, shows that 4 Browning automatic rifles were recovered from members of the Barrow gang, some of which have been traced to government armories.

“I am bringing this to the attention of the Division with the thought that it may desire to make representations to the War Department whereby armories may be more securely protected from depredations, particularly those containing Browning automatic rifles.

“The number of rifles and automatic pistols found in possession of the Barrows, as well as the quantity of ammunition so found, indicates that the Government is furnishing ammunition and equipment to these outlaws.

Very truly yours,

F. J./ Blake
Special Agent in Charge”

In 1934, members of the gang were blamed for hitting armories at Ranger, Beaumont, and Dallas. Bonnie and Clyde may not have participated in all these robberies, but they were in on the first one, at Ranger on the night of February 19-20, 1934. This was little more than a month after the pair broke Raymond Hamilton, Joe Palmer, Henry Methvin, and Hilton Bybee out of the Eastham prison farm. Authorities assumed the escapees were still running together when the Ranger armory was hit. They were the state’s most wanted criminals at the time and known to be operating in North Texas. The thieves got away with four BARs, thirteen Colt .45 handguns, and large quantities of ammunition. After leaving Ranger they headed to Dallas where they met up with Floyd Hamilton, Raymond’s brother, and stashed some of the weapons. Six days later they used their arsenal to hold up the R.P. Henry and Sons Bank in Lancaster, Texas, taking \$4,176. The Ranger weapons stood them in good stead in subsequent crimes. On April 6, they took Miami, Oklahoma, Police Chief Percy Boyd prisoner, turning him loose a few hours

later. Chief Boyd said they were armed with “a regular arsenal” of sawed-off shotguns, pistols, and three BARs, which corresponded with most of the take at Ranger.¹³

Additional details of the Ranger robbery came out in the days that followed. The thieves forced their way through four locked doors to get to the arms and ammunition. They left their tools behind and were long gone by the time a policeman discovered the break-in at four am while making his rounds. Police organized an immediate search of the area and called in the Texas Rangers, who took one look at the broken door locks and labeled the thieves “outsiders.” Also, the fact that the coast to coast Bankhead Highway provided quick ingress and egress to downtown Ranger supported that conclusion (The theory was that locals would have picked the locks or climbed in through windows.). The Rangers tried to lift fingerprints from the tools, but the thieves had either worn gloves or wiped their prints off. (Clyde Barrow was apparently smarter than fellow gang member Raymond Hamilton, who left his fingerprints at the site of the Beaumont armory robbery a year later.) National Guard Capt. Layne C. Rickey told reporters he “believed it was a gang” that hit the armory.¹⁴

That spring, the interrogation of known associates of Raymond and Floyd Hamilton by federal agents, and the recovery of firearms taken from the Ranger Armory, confirmed the culprits’ identities. Even as the Ranger robbery hit the news, the state legislature debated offering a large reward for Clyde Barrow and his pals, \$1,000 for the gang leader and \$500 each for Raymond Hamilton and Joe Palmer. The only discussion was whether to make the offer for the three “dead or alive.”¹⁵

The Barrow gang was now wanted on a federal charge of “theft of Government property,” which was not a very serious charge considering all their other felonies. Charges filed with United States Commissioner Louis Newam of Fort Worth named Barrow, Parker, Methvin,

(Raymond) Hamilton, and Bybee; basically, it was a blanket indictment of the entire gang at that time. The indictment was faulty because Bybee for one was nowhere near Ranger on the night in question. He was in the Harris County jail charged with another robbery and murder. Later accounts also differ on just who participated in the Ranger robbery with Raymond Hamilton's biographer naming Clyde Barrow and Bonnie Parker, Raymond Hamilton and his moll, Mary O'Dare, Henry Methvin, and Joe Palmer. The Texas Rangers and FBI avoided the problem by putting out an all-points bulletin naming the gang without identifying the accused members.¹⁶

On May 11, 1934, federal charges were filed in Fort Worth against Barrow, Parker, Hamilton, Henry Methvin and Hilton Bybee for the robbery of the Ranger Armory. Twelve days later Barrow and Parker were dead, and one year later (May 12, 1935), after several trials on various state felonies, Hamilton was dead. Hamilton was captured on April 25, 1934, and he remained in the custody of state authorities until the day he was put to death in the electric chair in Huntsville, along with Joe Palmer.

On February 26, 1935, Methvin was sentenced to 15 months in the federal penitentiary at Leavenworth, to run concurrently with any other future sentences he might receive, and Bybee received 90 days, to run concurrently with the life sentence he was then serving in Huntsville. Methvin's light sentence was due to the cooperation of his father in setting up Barrow and Parker for the ambush in Louisiana. Raymond's brother, Floyd, received the maximum sentence of two years for harboring Bonnie, Clyde and Raymond, and receiving stolen government property. The FBI files indicate Raymond left guns from the Ranger burglary with Floyd.

In April 1935, while Raymond Hamilton was in Huntsville awaiting execution, FBI Director J. Edgar Hoover issued a statement that "since Hamilton faces execution on a Texas murder charge, the federal charges against him will not be pursued." In November, 1935, the

remaining federal charges were dismissed on the motion of the U. S. Attorney in Fort Worth. Of those implicated in the Ranger burglary, Clyde Barrow, Bonnie Parker, Raymond Hamilton and Joe Palmer were all were dead. As for the other defendants previously convicted, Henry Methvin was in prison under a death sentence for an Oklahoma murder, Hilton Bybee was in prison serving a life sentence, and Floyd Hamilton was serving his sentence in Leavenworth.¹⁷

Still, the Ranger armory robbery continued to reverberate long after that night. Even after Bonnie and Clyde were killed by authorities on May 23, 1934, the criminal practice of relying on Uncle Sam for heavy ordnance continued. There were raids on armories at Dallas, Beaumont, and Wichita Falls. The first two were pinned on surviving members of the Barrow gang, the latter by a quartet of copycats. In each case the thieves were mainly interested in automatic weapons and ammunition. After every armory robbery, authorities across the state were alerted to be prepared for bank robberies using the stolen weapons. Gang member's girlfriends were also tied to the robberies. In 1936, nearly a year after Raymond Hamilton was executed, Estelle Davis, a "one-time consort" of Hamilton, was on trial in federal court for being an accomplice in one of Hamilton's armory jobs.¹⁸

Targeting armories wasn't just a Texas phenomenon. The word got around in the criminal underworld. States from Missouri to Massachusetts also saw their armories treated like government give aways. What was painfully obvious in all these crimes was that armories were never intended to be robbery-proof. Armories, like Depression-era banks, were easy targets for determined criminals.

The guns taken at Ranger turned up in criminal hands long after the Barrow gang was taken down. In August 1935, two men and a woman were arrested as the prime suspects in a Fort Worth robbery. One of the weapons taken from them at the time of their arrest was a .45 semi-

automatic stolen at Ranger. The suspect claimed he had bought it at a local pawn shop, unaware of its history.¹⁹

One author has called the string of armory raids and bank robberies in 1933-34, “America’s greatest crime wave.” Those crimes may have helped persuade the WPA in the summer of 1935 to decide to spend millions building new and presumably more secure national guard armories. Whatever the motivation behind the decision, it was a windfall for the states receiving the funding. Naturally, most of it went to states with the most clout in the Democratic party, which controlled Congress. Those included Texas. Fort Worth alone was in line to receive nearly \$5.5 million for nine new armories. The adjutant general of Texas hailed the money as “a wonderful opportunity for Texas;” meaning that Texas could relieve itself of rental expenses tied to many of the state’s armories. To the lucky towns in line for armories, they were a political plum and economic boon first, with little relation to military matters. That had been the same even when the state legislature was covering the expense of building and maintaining them. When Victoria was tapped for a national guard armory in February 1934, the local newspaper crowed on page one, “City to Get Nice Building for Nothing.” When Uncle Sam assumed most of the cost of constructing new armories, it was good news from Austin to Amarillo and all points in between. None of those scoring an armory (or nine in the case of Fort Worth) linked the windfall to preparedness for national defense and natural disasters. Armories were a necessary public expense costing \$6,000 and more a year to operate over construction costs, and the more of that expense that could be shifted to Uncle Sam, the better.²⁰

The difference between the intent of New Deal funding and the way it was spent was nowhere better illustrated than in Texas. The 1935 session of the Forty-fourth legislature created a National Guard Armory Board to oversee “the construction, rental and maintenance” of

armories. In August the Board used some of the funding to open offices in the posh Fort Worth Club in downtown Fort Worth. There would be no conducting business in austere armory halls for this group.²¹

Before World War II, the Ranger armory moved into new quarters at the corner of North Austin and Cherry streets that cost \$40,000 to build. National Guard Co. I, 142nd Infantry Regt., continued to call Ranger home. In the first inspection of the new armory, U.S. army officials pronounced it “one of the best in the Texas National Guard.” They served in World War II, winning a distinguished unit citation. The company was reorganized in 1948 as a service company, 961st Field Artillery, and again in 1959 as a service company for the 3rd Rocket Howitzer Battalion, 132nd Artillery. As a service company, their equipment consisted of trucks and jeeps, which may not have been as glamorous as infantry weapons, but discouraged a new generation of criminals from raiding the armory. As with all national guard armories, it saw more social activities than drilling. Meanwhile, the old South Rusk building sank into disrepair and sat empty for years. It was unoccupied in 1990 when a freak lightning strike hit it, starting a fire that burned the old building to the ground; destroying the building and all the history it represented.²²

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ENDNOTES

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² *Fort Worth Telegram*, May 17, 1908. *Fort Worth Star-Telegram*, February 16, 1913.

³ *Fort Worth Daily Gazette*, November 1, 1890.

⁴ *Big Spring Daily Herald*, May 25, 1934. *Fort Worth Star-Telegram*, July 21, 1935.

⁵ *Fort Worth Star-Telegram*, July 21, 1935.

⁶ Texas National Guard, *Historical and Pictorial Review: National Guard of the State of Texas* (Baton Rouge, LA., 940), p. 119. *Abilene [TX.] Reporter-News*, May 3, 1927.

⁷ *St. Joseph [MO.] News-Press*, August 10, 1934.

⁸ *St. Louis [MO.] Globe-Democrat*, August 16, 1934.

⁹ Joseph Connor, "Putting Down the Gun: When America Imposed Controls on Firearms," *American History Magazine*, August 2021, pp. 34-35.

¹⁰ *Fort Worth Star-Telegram*, May 6, 1934. *St. Joseph [MO.] News-Press*, August 10, 1934. *Omaha [NE.] Evening Bee-News*, August 15, 1934.

¹¹ *Washington [D.C.] Evening Star*, August 19, 1934.

¹² *Marshall [TX.] News Messenger*, July 21, 1933. Picture reference comes from *Wichita Falls [TX.] Times*, "Letter to the Editor," October 22, 1933.

¹³ Ted Hinton, *Ambush* (Bryan, TX.: Shoal Creek Publishers, 1979), p.143. Sid Underwood, *Depression Desperado* (Fort Worth: Eakin Press, 1995), p. 47.

¹⁴ *San Angelo [TX.] Evening Standard*, February 20, 1934. *Corpus Christi [TX.] Caller-Times*, February 21, 1934. For Hamilton robbery, see *Wichita Falls Times*, February 16, 1935; and *Corsicana [TX.] Semi-Weekly Light*, February 19, 1935.

¹⁵ *Fort Worth Star-Telegram*, February 17, 20, and 25, 1934.

¹⁶ Underwood, *Depression Desperado*, p. 47. For Bybee, see *Fort Worth Star-Telegram*, February 2 and March 24, 1934.

¹⁷ *San Angelo Morning Times*, May 12, 1934. *Fort Worth Star-Telegram*, May 17, 1934. *Fort Worth Star-Telegram*, April 6, 1935. *Fort Worth Star-Telegram*, November 12, 1935. *New York Times*, August 22, 1938.

¹⁸ *Fort Worth Star-Telegram*, February 16, 1935. *Wichita Falls [TX.] Times*, February 28, 1934. *Wichita Falls Times-Record*, March 19, 1936.

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²⁰ Bryan Burrough, *Public Enemies: America's Greatest Crime Wave and the Birth of the FBI, 1933-34* (New York: Penguin Books, 2005). *Fort Worth Star-Telegram*, July 21, 1935. *Victoria [TX.] Advocate*, February 4, 1934.

²¹ *Fort Worth Star-Telegram*, July 21 and August 28, 1935.

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