



## 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, June 14, 2021 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects will be discussed, to wit:

**Agenda Item 01: Call to Order-** Mayor 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 regular meeting on May 24, 2021. - Savannah Fortenberry, City Secretary

**Agenda Item 05: Discuss:** repairs and maintenance needed at the sewer plant. - Gerald Gunstanson, City Manger

**Agenda Item 06: Discuss/Consider:** INITIAL DISCUSSION AND REVIEW OF A DRAFT JUVENILE CURFEW ORDINANCE FOR THE CITY OF RANGER: AN ORDINANCE OF THE CITY OF RANGER, TEXAS, PROVIDING FOR ESTABLISHMENT OF A CURFEW FOR MINORS WITHIN THE CITY LIMITS; PROVIDING FOR A MISDEMEANOR PENALTY; TO ENSURE THE PROTECTION OF MINORS, PROMOTE PARENTAL CONTROLS AND RESPONSIBILITIES, AND ADDRESS THE ACTS OF VANDALISM IN THE CITY; REPEAL PREVIOUS ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; PROVIDING SEVERABILITY CLAUSE; EFFECTIVE DATE AND OPEN MEETING CLAUSES; AND PROVIDING FOR RELATED MATTERS. – Robert Butler, Commissioner Place 2

**Agenda Item 07: Discuss/Consider:** Initial discussion on updating and amending the current City of Ranger Personnel Manual dated June 11, 2012. The discussion will include a review rules, policies, and procedures. – Robert Butler, Commissioner Place 2

**Agenda Item 08: Discuss/Consider: Consent Items; the Approval of Monthly Department Reports:**

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

**Agenda Item 09:** Convene in Executive Session Pursuant to Texas Government Code Section § 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, or dismissal of a public officer or employee. – John Casey, Mayor

- City Manager

**Agenda Item 10: Discuss/Consider:** Reconvene into Open Session and take action from Executive Session – John Casey, Mayor

**Agenda Item 11: 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., June 12, 2021 and remained posted for 72 hours preceding the scheduled time of the meeting.

*Savannah Fortenberry*

Savannah Fortenberry, Ranger City Secretary

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

NOTICE OF ASSISTANCE

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

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



## REGULAR MEETING MINUTES

A Regular Meeting of the Governing Body of the City of Ranger, Texas, was held on **Monday, May 24, 2021 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects were discussed, to wit:

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

Honorable John Casey	Mayor
Commissioner Larry Monroe	Place 1
Commissioner Robert Butler	Place 2
Commissioner Kevan Moize	Place 3
Commissioner Bittni Boykin	Place 4- <b>Absent</b>
City Manager Gerald Gunstanson	
City Secretary Savannah Fortenberry	
Public Works Director Robert Alvarez	

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

Roll Call/Quorum Check- Savannah Fortenberry  
Invocation of Prayer- Gerald 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. No participation.**

**Agenda Item 03: Announcements from City Council or Staff- 1.** Commissioner Monroe stated the Vietnam Veteran Group is hosting a Memorial Day Event starting at 11:30 and all can attend. **2.** Commissioner Monroe invited volunteers to place flags on Veterans' graves at the Evergreen Cemetery starting at 10:30am on Monday, May 31. **3.** Commissioner Butler stated the Cemetery Ordinance is now published and can be viewed via the City's Website. **4.** Mayor Casey thanked all who donated to the scholarship fund and stated the recipients of the scholarships would be receiving more than intended. **5.** City Manager, Gerald Gunstanson, showed the public how sensitive the meters are; he stated leaks will not fix themselves. Mr. Gunstanson raised awareness to the public.

**Agenda Item 04: Discuss/Consider:** approval of the city council meeting minutes for the regular meeting on May 10, 2021 and the called meeting on May 10, 2021. - Savannah Fortenberry, City Secretary

\*Motioned by Commissioner Monroe to approve city council meeting minutes for the regular meeting on May 10, 2021 and the called meeting on May 10, 2021 and Commissioner Butler 2<sup>nd</sup> the motion. **All Ayes and Motion Passed.**

**Agenda Item 05: Discuss/Consider:** RESOLUTION NO. 2021-05-24-N: A RESOLUTION OF THE CITY OF RANGER, TEXAS, AUTHORIZING A CHANGE ON THE SIGNATURE CARDS AT FIRST FINANCIAL BANK. - Savannah Fortenberry, Finance Director

\*Motioned by Commissioner Monroe to approve Resolution No. 2021-05-24-N and Commissioner Moize 2<sup>nd</sup> the motion. **All Ayes and Motion Passed.**

**Agenda Item 06: Discuss/Consider:** RESOLUTION NO. 2021-05-24-M: A RESOLUTION OF THE CITY OF RANGER, TEXAS, AUTHORIZING A CHANGE ON THE SIGNATURE CARDS ON THE POLICE ACCOUNTS AT FIRST FINANCIAL BANK. - Savannah Fortenberry, Finance Director

\*Motioned by Commissioner Butler to approve Resolution No. 2021-05-24-M and Commissioner Monroe 2<sup>nd</sup> the motion. **All Ayes and Motion Passed.**

**Agenda Item 07: Discuss:** the possibility of establishing zones and creating a zoning ordinance. – Kevan Moize, Commissioner Place 3

\*Discussion was held establishing zones and creating a zoning ordinance. Commissioner Butler wants to know the benefit zoning would have to Ranger and Commissioner Moize stated to keep the quality of life from diminishing. Commissioner Moize listed the benefits of zoning as follows: Promotes the public health, safety, morals or general welfare. Assists in protecting and preserving places and areas of historical, cultural or architectural importance or significance. Establishes land uses and distinguishes between different land use types. Ensures that incompatible land uses are not located adjacent to one another. Can build on the city's safety and resilience by setting limitations on building in flood plains and wetlands. Facilitates the adequate provision of transportation, water, sewers, schools, parks, and other public requirements. Instrumental in protecting property values. Ensuring orderly and cohesive communities. Promotes quality of life. Affords privacy for residents. Commissioner Butler and Commissioner Moize agreed to have the Economic Development Boards look at zoning and give recommendations. **No action Taken.**

**Agenda Item 08: Discuss:** the codification of the city ordinances and the employment of an experienced firm in performing the work. - Kevan Moize, Commissioner Place 3

\*Discussion was held regarding the codification of the city ordinances. Commissioner Moize stated he has listened and participated in the past council meetings regarding the review of several ordinances. Commissioner Moize listed some basic needs: update ordinances, write in language that is simple and straightforward, and to do all of this in the shortest time possible. Commissioner Moize received a proposal from Franklin Publishing to have an idea on the codification process. Commissioner Butler stated codification is quick and easy to reference, but he thinks we need to invest time and create ordinances to fit Ranger. **No Action Taken.**

**Agenda Item 09: Discuss/Consider: Adjournment- 6:44 pm**

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

*These minutes were approved on the 14<sup>th</sup> day of June, 2021*

**CITY OF RANGER, TEXAS**

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

**ATTEST:**

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

**DRAFT**

## TALKING POINTS FOR JUVENILE CURFEW ORDINANCE

### **BACKGROUND.**

On the May 10<sup>th</sup> Meeting of the Ranger City Council, the commission established as priorities for review/updates – the following ordinances:

- Juvenile Curfew
- Junk Vehicles
- Litter/Nuisance
- Mobile Homes/RVs

**Agenda Item : Discuss/Consider:** INITIAL DISCUSSION AND REVIEW OF A DRAFT JUVENILE CURFEW ORDINANCE FOR THE CITY OF RANGER: AN ORDINANCE OF THE CITY OF RANGER, TEXAS, PROVIDING FOR ESTABLISHMENT OF A CURFEW FOR MINORS WITHIN THE CITY LIMITS; PROVIDING FOR A MISDEMEANOR PENALTY; TO ENSURE THE PROTECTION OF MINORS, PROMOTE PARENTAL CONTROLS AND RESPONSIBILITIES, AND ADDRESS THE ACTS OF VANDALISM IN THE CITY; REPEAL PREVIOUS ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; PROVIDING SEVERABILITY CLAUSE; EFFECTIVE DATE AND OPEN MEETING CLAUSES; AND PROVIDING FOR RELATED MATTERS.

### **OVERVIEW.**

- 1) **The 2017 City of Ranger's Juvenile Curfew Ordinance 2017-03-13-C**, which updated 2011-11-A and 2014-11-10-15 expired after three years. Section 370.002 of the Local Government Code requires that after a city adopts a juvenile curfew ordinance, the city must review and readopt the ordinance *every three years*. The statute requires that a city:

1. review the ordinance's effects on the community and on problems the ordinance was intended to remedy;
2. conduct public hearings on the need to continue the ordinance; and
3. abolish, continue, or modify the ordinance.

*A juvenile curfew ordinance expires if a city does not review and readopt it every three years.*

**REFERENCE:** Sec. 370.002. REVIEW OF JUVENILE CURFEW ORDER OR ORDINANCE. (a) Before the third anniversary of the date of adoption of a juvenile curfew ordinance by a general-law municipality or a home-rule municipality or an order of a county commissioners court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the commissioners court of the county shall:

- (1) review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;

- (2) conduct public hearings on the need to continue the ordinance or order; and
  - (3) abolish, continue, or modify the ordinance or order.
- (b) Failure to act in accordance with Subsections (a)(1)-(3) shall cause the ordinance or order to expire.

**2) Based on legal advice, there was not a requirement to review and readopt the previous curfew ordinance, since it had expired more than a year previously.**

**3) Currently there is Pending Legislation Senate Bill (SB) No. 1486 (Author Hughes):**

- An initial summary of the legislation reflects the following:
- Chapter 370, Local Government Code, would be amended by adding Section 370.007 to read as follows:

**Section. 370.007. JUVENILE CURFEWS PROHIBITED.**

Notwithstanding any other law, a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age.

This section does not apply to a curfew implemented under Chapter 418, Government Code, for purposes of emergency management.

Section 8.07(e), Penal Code, is amended to read as follows:

A person who is at least 10 years of age but younger than 15 years of age is presumed incapable of committing an offense described by Subsection (a)(4) or (5).

This presumption may be refuted if the prosecution proves to the court by a preponderance of the evidence that the actor had sufficient capacity to understand that the conduct engaged in was wrong at the time the conduct was engaged in. The prosecution is not required to prove that the actor at the time of engaging in the conduct knew that the act was a criminal offense or knew the legal consequences of the offense.

A violation of a juvenile curfew ordinance or order may not be prosecuted or adjudicated after the effective date of this Act. If on the effective date of this Act a criminal or civil action is pending for a violation of a juvenile curfew ordinance or order, the action is dismissed on that date. However, a final conviction or adjudication for a violation of a juvenile curfew ordinance or order that exists on the effective date of this Act is unaffected by this Act.

**This Act is proposed to take effect September 1, 2021**

## **DISCUSSION SUMMARY.**

For the council consideration.

- The city does not have a Juvenile Curfew Ordinance in effect.
- The council can move forward and discuss specific items related to a Juvenile Curfew order for the protection of minors, promoting parental controls and responsibilities, and addressing the acts of vandalism in the city. OR,
- Suspend current actions to develop a juvenile curfew ordinance, pending the outcome of pending legislation (Scheduled for September 1, 2021)
- Discuss options to provide youth in Ranger alternative activities within the community. DISCUSSION EXAMPLE: Request and support planning goals by the REDCs to provide for a community center.



**ORDINANCE NO. 2021-XX-XX**

**AN ORDINANCE ESTABLISHING A CURFEW FOR MINORS AND RESTRICTING LOITERING IN PUBLIC PLACES WITHIN THE CITY LIMITS OF THE CITY OF RANGER, TEXAS; TO ENSURE THE PROTECTION OF MINORS, PROMOTE PARENTAL CONTROLS AND RESPONSIBILITIES, AND ADDRESS THE ACTS OF VANDALISM IN THE CITY; CREATING A MISDEMEANOR PENALTY PUNISHABLE BY A FINE OF NOT MORE THAN \$500.00; INCLUDING FINDINGS OF FACT AND PROPER NOTICE AND HEARING; REPEAL PREVIOUS ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; PROVIDING SEVERABILITY CLAUSE; EFFECTIVE DATE AND OPEN MEETING CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City Commission of the City of Ranger, Texas (the "City Commission") recognizes that persons under seventeen are particularly susceptible by their lack of maturity and experience to participate in unlawful activities and to be victims of older perpetrators of crime; and

**WHEREAS**, the City Commission has an obligation to provide for the protection of minors from each other and from other persons, to mitigate the potential of injury to a child that results from walking home at night, to promote parental controls over and responsibility for their children, for the protection of the general public and for the reduction of the incidence of juvenile criminal activity; and

**WHEREAS**, the City Commission believes that it is now necessary to adopt a juvenile curfew to address the increase in the number of juveniles in our City roaming the streets after dark, and acts of vandalism in the City; and

**WHEREAS**, the City Commission determines that a curfew for those under seventeen years of age will be in the best interest of public health, safety, and general welfare, and will help to attain the foregoing objectives and to diminish the undesirable impact of such conduct on the citizens of the City of Ranger; and

**WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, through the passage of this ordinance, City Commission finds that such regulations are in the public interest and necessary and proper for the good government and peace and order of the City of Ranger.

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

**SECTION 1. ESTABLISHMENT OF A CURFEW FOR MINORS.** Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code, the City Commission of the City of Ranger hereby enacts and adopts this Ordinance which establishes a curfew for minors under the age of seventeen years of age within the City Limits of the City of Ranger.

**SECTION 2. DEFINITIONS.**

- (a) "Chief of Police" means the chief of police of the City of Ranger or a designated representative.
- (b) "Curfew Hours" means the period beginning at 11:00 p.m. and ending at 6:00 a.m. of the following day on the days of Sunday through Thursday, including days designation for vacation by the local schools. On Friday and Saturday, the period begins at 12:00 a.m. and ends at 6:00 a.m. The time shall be determined by the prevailing standard of time, whether Central Standard Time of Central Daylight Savings Time, generally observed at that hour by the public in the City of Ranger. The time then observed in the City of Ranger Police Department Dispatch, shall be prima facie evidence of the true and correct time.
- (c) "Direct Route" means the shortest path to travel through a public place to reach a final destination without any detour or stop along the way.
- (d) "Emergency" means, but not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.
- (e) "Minor" means a person who is under seventeen (17) years of age.
- (f) "Parent" means a person who is;
  - (1) a natural or adoptive parent of the minor;
  - (2) a court-appointed guardian of the minor or the public or private agency with whom the minor has been placed by a court; or
  - (3) at least 21 years of age and authorized by a parent or court appointed guardian to have the care and custody of the minor.
- (g) "Public Place" means any street, alley, highway, sidewalk, driveway, yard, playground, park, plaza, building, or other places used by or open to the public. The term "street" includes the legal right of way, including, but not limited to the traffic lanes, curbs, sidewalks, whether paved or unpaved, parkways, and any grass plots or other grounds found within the legal right of way of a street.
- (h) "Remain" means to:
  - (1) linger, stop, or stay for any length of time in or on a public place or roadway or to travel or move upon a street; or

(2) fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

### **SECTION 3. CURFEW – OFFENSES.**

(a) A minor commits an offense if he/she remains in any public place within the City limits during curfew hours.

(b) A parent of a minor commits an offense if he/she knowingly permits, or by insufficient control allows, the minor to remain in any public place within the City limits during curfew hours.

(c) A parent of a minor commits an offense if he/she knowingly fails to respond within two hours of receipt of any notification by a law enforcement officer to take custody of a minor taken into custody for violation of this section, unless reasonably hindered from doing so.

### **SECTION 4. CURFEW – EXCEPTIONS – AFFIRMATIVE DEFENSES.**

(a) It is a defense to prosecution of this ordinance when the minor was:

(1) accompanied by the minor's parent;

(2) on an errand at the direction of the minor's parent, was using a direct route, and was carrying a written communication signed by the parent stating a brief description of the errand and that the named minor has consent to perform such an errand;

(3) in a motor vehicle engaged in interstate travel, beginning, ending, or passing through the City of Ranger;

(4) engaged in an employment activity, including but not limited to food delivery, and was using a direct route;

(5) involved in an emergency;

(6) on the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police officer about the minor's presence;

(7) attending an official school, civic or religious activity or returning home by a direct route from an official school, civic or religious activity;

(8) attending or traveling directly to or from an activity involving the exercise of First Amendment rights protected by the United States Constitution, including the free exercise of religion, freedom of speech, and the right of assembly;

(9) having graduated from high school or received their high school equivalency certificate;

(10) married or had been married or had disabilities of minority removed in accordance with the Texas Family Code; or

(11) accompanied by a person at least twenty-one years of age, and the minor was carrying a written communication signed by the parent stating the name of the person who is at least twenty-one years of age and accompanying the minor and that the named minor has consent to be in the company of that named person.

## **SECTION 5. CURFEW – ENFORCEMENT.**

(a) A police officer upon finding a minor in violation of Section 2 shall take the necessary steps to determine whether the minor is remaining in a public place in the City limits in violation of Section 2 and whether any defenses/exceptions under Section 3 apply to the actions or activities of the minor. If the officer has probable cause to believe that the minor is in violation of Section 2, the officer may take appropriate enforcement action against the minor in accordance with the laws of the State of Texas and normal police procedures.

(b) If a minor is taken into custody under this section, the police department may issue a citation to the minor and shall take the necessary steps to release the minor to a parent or other reasonable adult.

(c) A peace officer taking into custody a minor for violation of the juvenile curfew ordinance of the City of Ranger, shall follow the guidance of the Texas Code of Criminal Procedure, CRIM P Art. 45.059 and shall without unnecessary delay:

- (1) release the person to the person's parent, guardian, or custodian;
- (2) take the person before a justice or municipal court to answer the charge; or
- (3) take the person to a place designated as a designated juvenile curfew processing office by the head of the law enforcement agency having custody of the person.

(d) The designated juvenile curfew processing office must observe the following procedures:

- (1) the office must be an unlocked, multipurpose area that is not designated, set aside, or used as a secure detention area or part of a secure detention area;
- (2) the person may not be secured physically to a cuffing rail, chair, desk, or stationary object;
- (3) the person may not be held longer than necessary to accomplish the purposes of identification, investigation, processing, release to a parent, guardian, or custodian, or arrangement of transportation to school or court;
- (4) the designated juvenile curfew processing office may not be designated or intended for residential purposes;

(5) the person must be under continuous visual supervision by a peace officer or other person during the time the person is in the juvenile curfew processing office; and

(6) a person may not be held in the designated juvenile curfew processing office for more than six hours.

(e) When a minor is issued a citation and/or taken into custody for a violation of the ordinance, the police department may, either by certified mail, return receipt requested, or by hand delivery, notify a parent of the minor that the minor violated this ordinance and include a warning that any subsequent violation may result in prosecution of the parent under this ordinance.

#### **SECTION 6. CURFEW – VIOLATION – PENALTY.**

(a) Any minor who violates this ordinance shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$500.00 and may be subject to appropriate action by a juvenile court in accordance with applicable provisions of the Juvenile Justice Code and the Texas Penal Code.

(b) A parent of a minor who violates any provision of the ordinance shall be guilty of a misdemeanor and shall be punished by a fine not exceed \$500.00 per occurrence and that each occurrence may be deemed a separate violation of this ordinance punishable a herein provided.

**SECTION 7. CURFEW – REVIEW OF ORDINANCE.** In accordance with Section 370.002 of the Texas Local Government Code, the City Commission will review the effect of this Ordinance on the community and on problems the Ordinance was intended to remedy prior to the expiration of three (3) years following the effective date of this ordinance.

**SECTION 8. FINDINGS OF FACT.** The findings and recitations set out herein above are found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes as findings of fact.

**SECTION 9. REPEAL.** All ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed to the extent of such conflict.

**SECTION 10. SEVERABILITY.** The provisions of this Ordinance are declared to be severable. If any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect notwithstanding the validity of any part.

**SECTION 11. PROPER NOTICE AND OPEN MEETINGS ACT.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that the public notice of the time, place, and purpose of said

meeting was given as required and that public notice, place, and purpose of said meeting was given as required by the open meetings act, chapter 551, Texas Government Code.

**SECTION 12. EFFECTIVE DATE.** This Ordinance shall be in full force and take effect upon its passage and publication as provided by law, and it is so ordained.

**FIRST READING PASSED AN APPROVED,** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SECOND READING PASSED AN ADOPTED,** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

# TALKING POINTS FOR THE UPDATE/AMMENDMENT OF THE CITY OF RANGER PERSONNEL MANUAL

## I. INTRODUCTION.

**Item 1. Agenda Item** : Discuss/Consider: Initial discussion on updating and amending the current City of Ranger Personnel Manual dated June 11, 2012. The discussion will include a review rules, policies, and procedures.

**Item 2. Examples of current handbook items that would be a part of a review for concurrence and continuation; or, revise as needed: (This is not a comprehensive list and considerations listed are to provide examples of possible updates.)**

- Section 104. Use of the term City Administrator in lieu of City Manager.
- Section 131 and 132. Trial Service Employee and Trial Period. The first six months of employment during which the supervisor is observed and completes a trial period.
- Section 205 - Authority for Creation or Elimination of Positions. with exception of positions established by Charter provisions, the City Commission creates all positions or offices in the municipal organization. The rates of pay are set by the budget, recommended by the City Administrator approved by the City Commission. The City Commission may delete positions through the budget process. **CONSIDER: Establish a Salary Schedule.**
- Section 303. Employees shall be retained on the basis of their job performance Inadequate job performance shall be brought to the attention of the employee with notice of the need to correct the deficiency. If the employee fails to improve performance after appropriate notice, the employee may be terminated. **CONSIDER: Establish a formalized process for performance evaluations, grievances, addressing work deficiency, and terminations.**
- Section 307 - Residence Requirements. The residence is the true, fixed, and permanent home of the employee or the applicant for employment, to which, whenever he is absent, he has the intention of returning. Residence means the same as domicile, and a person can have only one residence. The "residence" of single employees or applicant is where he usually sleeps; if married that is where his spouse resides, or if he is permanently separated from his spouse, his residence is where he usually sleeps.
- All employees are required to provide the City Secretary and Division Director with any change of address as soon as possible after the change occurs. Falsification of residence address or failure to report change of address within thirty calendar days of such a change will be subject to disciplinary action up to and including dismissal.
- No employee residing outside the city limits shall be permitted to drive a city vehicle to and from his place of residence except upon written authorization of the City Administrator. **CONSIDER: Approval for exceptions dependent upon recommendation by City Manager and concurrence by City Council.**
- Section 405 - Specification of Job Requirements. Division Directors shall furnish a specific and comprehensive written statement of the requirements of each classified position in their department. It shall be the responsibility of the City

Secretary to finalize and approve job descriptions for all positions within the City from such statements.

- SECTION 500 – DISCIPLINARY ACTIONS AND APPEALS.
  - Section 501 - Disciplinary Action: whenever an employee is subject to disciplinary action; this action may be progressive. Senior management encourages the use of progressive discipline principles by supervisors.
  - Sections 501, 502, 503, 504, 505: Oral Reprimands, Written Reprimands, Temporary Suspensions, Demotions, Terminations.
  - Sections 506 and 507. Pre-Termination Procedures and Appeals. Notice delivered in writing. Employees option to appeal to the City Administrator and potentially the City Commission.
- Section 603 – Resignation.
  - Voluntary. Employee leaving in good standing can receive payment of accumulated leave.
  - Automatic. Employee is absent for three consecutive working days prior to receiving approval to take leave, or leave is denied, or without contacting their supervisor regarding that absence.
- Section 604 – Outside Employment. an employee must obtain the approval in writing from the Division Director before accepting outside employment. **CONSIDER: Approval by the City Manager at staff level with recommendation by Division Director. Approval by City Council for Division Directors and above with recommendation by City Manager.**
- Section 607 - Employees may not use a city vehicle for personal use unless specifically authorized by the City Administrator. **CONSIDER: Approval by City Council with recommendation of City Manager.**
- Section 608 - Promoted Employees: promotion within the City shall be based on efficiency, job-related knowledge and experience, job performance, character, conduct, and seniority.
  - Vacancies that are not filled by transfer or reduction in force shall be filled on the basis of merit and other appropriate factors. No promotion from one position to a higher one or to a position paying a higher salary shall become final until after the person promoted has demonstrated fitness by satisfactorily completing a trial service period as set out above.
- Section 610 - Certification of Payrolls: no fiscal officer of the City shall draw, sign, issue or authorize the drawing, signing or issuing of any warrants on the head of the division of treasury or other disbursing officer of the City, to pay any salary or compensation to any person not in the service of the City. After the end of a work period and time sheets have been submitted to the Director of Finance for payment, if an employee leaves the service of the City before the end of the pay period, then the Division Director shall immediately notify the Director of Finance of that employee's change of status. Division Directors shall not approve any time sheet that is not in accordance with any personnel policy or procedure.



- Section 701.1 - Annual Leave: All benefits eligible employees with one continuous year of service shall earn annual leave with pay at the following rates, to be earned on the anniversary of date of employment and to be used during that year. Earned annual leave shall not be carried over to the employee's next year.

Years of Service Completed	Annual Leave
1 year	5 days (= 40 hours)
2 to 6 years	10 days (= 80 hours)
7 years	15 days (= 120 hours)

- Section 701.5 - Upon leaving the service of the City, an employee shall be paid for accrued unused annual leave provided they give proper notice of their resignation.
- Section 703.1 - Sick Leave: All full time, regular employees shall earn sick leave with pay at the rate of five working days each year.
  - Earned sick leave must be used during the year it was accrued and shall not be carried over to the employee's next year.
  - Upon leaving the service of the City, an employee shall not be paid for unused sick leave.
- Section 814 – Final Pay Check: the final pay check for a full-time employee leaving the service of the city will include payment for any unpaid accrued leave and overtime that is due to the employee. This payroll check shall only be issued after all time sheets have been turned in to Finance Director and after the last day of actual work performed in the service of the City.
- Section 901 - The City of Ranger does not tolerate on-premises or on-duty use, possession, or distribution of alcohol or illegal drugs. All employees are required to report to work free of prescription drugs (unless under the direction of a physician), controlled substances, and/or alcohol. Failure to meet this job requirement may constitute grounds for termination.
- Section 1100 Workplace Violence Policy; Section 1200. Harassment and Discrimination Policy; Section 1300 Americans with Disabilities Policy. **CONSIDER: Review standards to ensure that they align with current state employment guidelines to include required training for staff.**

**II. CONSIDERATIONS FOR DISCUSSION/ACTION. Possible options could include:**

- City Manager prepares a draft document (either new or revision/update of current handbook) – NOTE: Currently in progress.
- Conduct a workshop that includes City Manager, Division Directors, and Council Members to complete a Final Draft for legal review.
- Complete a legal review.
- Provide for approval to the City Council.
- Establish timelines for due dates/workshop.

INCOME	May	YTD	Budget	%
AD-Valorem Tax (Property)	\$11,488.60	\$385,277.66	\$ 425,000.00	90.65%
Birth & Death Certificates	\$66.00	\$447.00	\$ 1,000.00	44.70%
Cell Tower Lease	\$0.00	\$1,250.00	\$ -	
Cemetery Lots & Location Fees	\$30.00	\$4,650.00	\$ 3,500.00	132.86%
Community Center Rental	\$25.00	\$175.00	\$ 500.00	35.00%
Collection Station Fees	\$0.00	\$1,255.20	\$ -	
Court Collections -General	\$2,868.50	\$28,861.91	\$ 100,000.00	28.86%
Disaster/Insurance Claim Funds	\$0.00	\$137,593.30	\$ -	
EMS Subsidy & Fees - Income	\$12,129.62	\$116,687.65	\$ 150,000.00	77.79%
Federal Fuel Tax Refund	\$243.07	\$2,242.59	\$ 4,000.00	56.06%
Franchise Fees	\$3,595.11	\$96,789.38	\$ 115,000.00	84.16%
Grant Funds	\$0.00	\$66,097.24	\$ 25,000.00	264.39%
Interest	\$5.92	\$151.31	\$ 3,500.00	4.32%
Misc Income	\$0.00	\$151.39	\$ 1,500.00	10.09%
Office Supplies - Income	\$100.00	\$211.50	\$ 350.00	60.43%
Permits & License Fees	\$77.50	\$447.50	\$ 650.00	68.85%
Records Preservation Fee	\$3.00	\$25.00	\$ 50.00	50.00%
Sale Property/Vehicle/Equipment	\$0.00	\$750.00	\$ 750.00	100.00%
Sales Tax Revenue:Sales Tax	\$41,349.53	\$281,032.44	\$ 420,000.00	66.91%
Contingency "Unencumbered" Fund	\$0.00	\$342,608.66	\$ 500,000.00	68.52%
<b>TOTAL INCOME</b>	<b>\$71,981.85</b>	<b>\$1,466,704.73</b>	<b>\$1,750,800.00</b>	<b>83.77%</b>

EXPENSE	May	YTD	Budget	%
Advertising - Legal Publications	\$331.00	\$609.00	\$ 800.00	76.13%
Animal Control - General	\$77.80	\$960.41	\$ 2,500.00	38.42%
Appraisal District Fees	\$0.00	\$8,531.72	\$ 18,000.00	47.40%
Banking Account Fees	\$1.50	\$12.00	\$ 200.00	6.00%
Building Maintenance & Improvements	\$222.72	\$477.22	\$ 2,500.00	19.09%
Capital Improvements	-\$66,542.74	\$24,618.93	\$ 56,650.00	43.46%
Civil Fees - Certificates	\$0.00	\$32.40	\$ 100.00	32.40%
Commissioner Stipend	\$0.00	\$390.00	\$ 700.00	55.71%
Contract Labor	\$1,072.50	\$23,798.71	\$ 25,000.00	95.19%
Copier Machine Lease	\$0.00	\$1,806.68	\$ 2,500.00	72.27%
Court Fees - Expense	\$2,370.58	\$18,636.81	\$ 45,000.00	41.42%
Dispatch Fees Police/Fire/EMS	\$0.00	\$35,919.80	\$ 36,000.00	99.78%
Dues, Fees & Permits	\$0.00	\$1,181.39	\$ 3,500.00	
Elections Expense	\$0.00	\$6,000.00	\$ 6,500.00	92.31%
Electricity - Utility	\$3,425.13	\$23,357.18	\$ 42,500.00	54.96%
EMS License & Operating Fees	\$0.00	\$9,459.44	\$ 25,000.00	37.84%
EMS Supplies & Equipment	\$2,485.56	\$9,781.80	\$ 34,000.00	28.77%
Equipment Rental	\$0.00	\$0.00	\$ 750.00	0.00%
Fuel - Petroleum	\$2,641.18	\$18,475.00	\$ 40,000.00	46.19%
Gas - Utility	\$45.05	\$4,287.71	\$ 4,000.00	107.19%
Grant Funds	\$0.00	\$0.00	\$ 25,000.00	0.00%
Insurance-Property/Health/Life/Liability	\$8,402.12	\$58,037.43	\$ 90,000.00	64.49%
Jail Fees - County	\$0.00	\$368.50	\$ 1,000.00	36.85%
Misc. Expense	\$0.00	\$30.00	\$ 1,000.00	3.00%

**CITY OF RANGER**

**PROFIT AND LOSS REPORT**

**MAY 2021**

Office Supplies	\$686.52	\$2,323.86	\$ 3,000.00	77.46%
Operating Supplies	\$281.04	\$13,923.03	\$ 25,000.00	55.69%
Payroll Expenses	\$59,873.17	\$563,031.76	\$ 780,000.00	72.18%
Postage	\$104.30	\$385.55	\$ 1,000.00	38.56%
Professional & Technical Services	\$1,365.99	\$41,902.84	\$ 45,000.00	93.12%
Purchase Property/Vehicle/Equipment	\$0.00	\$0.00	\$ 35,000.00	0.00%
Repair & Maintenance Equipment	\$1,073.00	\$9,392.20	\$ 25,000.00	37.57%
Repair & Maintenance Vehicles	\$21,199.12	\$33,010.90	\$ 15,000.00	220.07%
Sales Tax Allocation *	\$29,337.39	\$222,258.12	\$ 335,000.00	66.35%
Sanitation Sales Tax- Expense	\$0.00	\$2,642.97	\$ -	
Telephone/Cell Phones	\$509.49	\$5,905.43	\$ 9,600.00	61.51%
Training / Travel / Meals	\$360.21	\$3,870.50	\$ 10,000.00	38.71%
Uniforms/Clothing	\$0.00	\$3,488.60	\$ 4,000.00	87.22%
<b>TOTAL EXPENSE</b>	<b>\$69,322.63</b>	<b>\$1,148,907.89</b>	<b>\$1,750,800.00</b>	<b>65.62%</b>
<b>P&amp;L Difference</b>	<b>\$2,659.22</b>	<b>\$317,796.84</b>		

## UTILITY FUND PROFIT AND LOSS REPORT

INCOME	May	YTD	Budget	%
Collection Station Fees	\$445.00	\$4,140.60	\$ 5,000.00	82.81%
Franchise Fees	\$1,006.95	\$7,030.57		
Interest	\$18.91	\$169.77	\$ 3,500.00	4.85%
Misc Income	\$0.00	\$0.00	\$ 1,500.00	0.00%
Sale Property/Vehicle/Equipment	\$0.00	\$0.00	\$ 1,500.00	0.00%
Sanitation Tax - Income	\$2,442.18	\$21,006.47	\$ 30,000.00	70.02%
Contingency "Unencumbered" Fund	\$0.00	\$300,000.00	\$ 100,000.00	300.00%
Utility Revenue:Penalties	\$2,362.52	\$22,441.98	\$ 35,000.00	64.12%
Utility Revenue:Sanitation Revenue	\$39,053.22	\$328,365.55	\$ 460,000.00	71.38%
Utility Revenue:Service Charges	\$350.00	\$3,633.15	\$ 5,500.00	66.06%
Utility Revenue:Sewer Revenue	\$42,748.23	\$357,217.61	\$ 520,000.00	68.70%
Utility Revenue:Turn on/off Charges	\$432.60	\$4,600.14	\$ 12,000.00	38.33%
Utility Revenue:Unapplied Payments	\$61.09	\$5,294.25	\$ 10,000.00	52.94%
Utility Revenue:Utility Tap Fee	\$0.00	\$750.00	\$ 1,750.00	42.86%
Utility Revenue:Water Revenue	\$111,367.38	\$863,521.09	\$ 1,200,000.00	71.96%
<b>TOTAL INCOME</b>	<b>\$200,288.08</b>	<b>\$1,918,171.18</b>	<b>\$2,385,750.00</b>	<b>80.40%</b>

EXPENSE	May	YTD	Budget	%
Advertising - Legal Publications	\$15.80	\$15.80	\$ 700.00	2.26%
Banking Account Fees	\$201.50	\$1,612.00	\$ 2,500.00	64.48%
Building Maintenance & Improvements	\$0.00	\$0.00	\$ 2,500.00	0.00%
Capital Improvements	\$7,782.50	\$7,782.50	\$ 263,800.00	2.95%
Chemicals	\$2,625.00	\$8,187.50	\$ 16,000.00	51.17%
Contract Labor	\$4,095.00	\$37,519.99	\$ 65,000.00	57.72%
Copier Machine Lease	\$429.75	\$1,856.27	\$ 3,000.00	61.88%
Dues, Fees & Permits	\$0.00	\$6,879.67	\$ 10,000.00	68.80%
Electricity - Utility	\$3,774.06	\$17,261.37	\$ 32,500.00	53.11%
Equipment Rental	\$0.00	\$0.00	\$ 750.00	0.00%
Fuel - Petroleum	\$1,035.18	\$9,662.79	\$ 20,000.00	48.31%
Insurance-Property/Health/Life/Liability/WC	\$8,876.93	\$65,229.33	\$ 130,000.00	50.18%
Lab Sample Fees	\$1,550.00	\$7,519.28	\$ 12,000.00	62.66%
Misc. Expense	\$0.00	\$0.00	\$ 1,000.00	0.00%
Office Supplies	\$247.13	\$2,527.88	\$ 7,000.00	36.11%
Operating Supplies	\$8,017.52	\$73,507.14	\$ 125,000.00	58.81%
Payroll Expenses	\$33,710.25	\$312,535.24	\$ 495,000.00	63.14%
Postage	\$343.00	\$3,145.70	\$ 6,000.00	52.43%
Professional & Technical Services	\$585.00	\$14,407.48	\$ 15,000.00	96.05%
Purchase Property/Vehicle/Equipment	\$0.00	\$0.00	\$ 65,000.00	0.00%
Repair & Maintenance Equipment	\$2,342.17	\$7,842.33	\$ 15,000.00	52.28%
Repair & Maintenance Vehicles	\$239.68	\$6,593.84	\$ 10,000.00	65.94%
Sanitation Sales Tax - Expense	\$2,747.30	\$18,480.90	\$ 30,000.00	61.60%
Sanitation Service Contract	\$20,139.00	\$151,817.92	\$ 245,000.00	61.97%
Telephone/Cell Phones	\$580.16	\$4,217.10	\$ 10,000.00	42.17%
Training / Travel / Meals	\$440.00	\$1,084.10	\$ 5,000.00	21.68%
Uniforms/Clothing	\$0.00	\$1,023.54	\$ 3,000.00	34.12%
Wastewater Services	\$5,100.00	\$29,789.54	\$ 35,000.00	85.11%
Water Supply Contract Purchase	\$62,047.64	\$529,848.47	\$ 760,000.00	69.72%
<b>TOTAL EXPENSE</b>	<b>\$166,924.57</b>	<b>\$1,320,347.68</b>	<b>\$2,385,750.00</b>	<b>55.34%</b>
<b>P&amp;L Difference</b>	<b>\$33,363.51</b>	<b>\$597,823.50</b>		

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

	<u>May 21</u>		
Abilene Professional Center	190.00	The Knight Law Firm, LLP	788.00
Airgas USA, LLC	799.72	The Police and Sheriffs Press	62.55
AT&T Mobility	509.49	Tindall's Hardware	31.54
Benchmark Business Solutions	429.75	TML Health Benefits Pool	3,468.48
Bound Tree Medical LLC	1,685.84	TML Intergovernmental Risk Pool	3,964.34
Brodart Co.	30.49	TWDB Debt Service Fund	4,000.00
Buster Robinson	1,072.50	TXU Energy	3,425.13
Darwin Archer	1,333.33	US Bank Voyager Fleet Systems	2,398.11
Eastland County Newspapers	40.00	W.E. Greenwood Auto Parts	94.17
Eastland County Veterinary Clinic	77.80	<b>TOTAL</b>	<b>83,296.49</b>
Eastland Office Supply	8.99		
FFB Cardmember Services	1,172.88		
Finishline Mobile Repair, LLC	1,058.00		
Freddy's Garage	20,956.75		
Gary's Automotive, Inc.	30.00		
H&R Feed & Fertilizer	13.00		
J&J Air Conditioning	222.72		
Jonathan D Simcik	1,500.00		
Joshua Nichols	945.00		
Kennedy Computer Solutions Inc.	347.99		
King Insurance Agency	525.00		
Larry Watson Jr	1,200.00		
Law Enforcement Systems, Inc.	268.00		
McCreary, Veselka, Bragg & Allen PC	1,877.83		
Messer, Fort & McDonald, PLLC	259.00		
Mike's Tire Service	15.00		
NetLink Security Control Co.	233.75		
O'Reilly Auto Parts	110.70		
Plexus Healthcare Center	40.00		
Quill.com	79.99		
Ranger City Bond Construction Fund	10,000.00		
Ranger Economic Development Corp	5,168.70		
Ranger Municipal Court	1,907.50		
Ranger PD Lease Account	5,000.00		
Ranger Street Maintenance Fund	5,168.69		
Shoppin Basket - Corp	114.96		
Standard Insurance Company	445.80		
Temi Nichols	225.00		

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

	<u>May 21</u>		
Abilene Diesel Injection Service	17.78	United States Postal Service	343.00
Air & Hydraulic Equipment, Inc.	55.60	US Bank Voyager Fleet Systems	1,035.18
All American Pump Solutions Inc.	1,882.50	Veterans Garage Door Company	7,782.50
Ana-Lab Corp.	845.00	W.E. Greenwood Auto Parts	420.64
APSCO SUPPLY INC.	1,018.38	White's Ace Hardware	44.78
Badger Rotary Drilling, LLC	72.93	Yellowhouse Machinery Co.	85.23
Benchmark Business Solutions	429.75	<b>TOTAL</b>	<b>131,567.37</b>
BenMark Supply Company Inc.	5,631.33		
Bryans Auto Supply	54.76		
Buster Robinson	1,727.50		
Crisp Analytical Lab LLC	130.00		
Eastland County Newspapers	15.80		
Eastland County Water Supply District	62,047.64		
FFB Cardmember Services	892.09		
First Financial Bank	200.00		
Freddy's Garage	47.00		
Higginbothams Bartlett	39.98		
Hydro Plus, LLC	2,625.00		
IMC Waste Disposal, Inc.	4,000.00		
Jive Communications Inc.	580.16		
Joe Bradshaw	868.50		
K&K Electric	485.00		
Kennedy Computer Solutions Inc.	360.00		
Mike's Tire Service	32.00		
O'Reilly Auto Parts	53.99		
Pace Analytical Services, Inc.	575.00		
Precision Calibrate Meter Services	225.00		
Ranger Septic Service	1,100.00		
Republic Services	19,132.05		
Shoppin Basket - Corp	203.14		
Standard Insurance Company	331.75		
Stanley Auto Group	8.46		
Texas Comptroller of Public Accounts	2,747.30		
Tindall's Hardware	429.30		
TML Health Benefits Pool	3,887.26		
TML Intergovernmental Risk Pool	3,790.92		
TXU Energy	3,774.06		
UnderGround, Inc.	1,539.11		



Good Morning, Savannah Fortenberry

ACCOUNTS



FFB Abilene General Fund 02253 Available Balance Current Balance	<b>\$300,965.33</b> \$300,965.33
FFB Abilene Utility Fund 36507 Available Balance Current Balance	<b>\$553,932.03</b> \$553,932.03
FFB Abilene Hotel/Motel Tax 14183 Available Balance Current Balance	<b>\$27,806.97</b> \$27,806.97
FFB Abilene Street Repairs Tax 35855 Available Balance Current Balance	<b>\$56,817.54</b> \$56,817.54
FFB Abilene City Bond Construction 20511 Available Balance Current Balance	<b>\$69,987.66</b> \$69,987.66
FFB Abilene Block Grant 00594 Available Balance Current Balance	<b>\$1.00</b> \$1.00

FFB Abilene Police Special 01386 Available Balance Current Balance	<b>\$1,156.06</b> \$1,156.06
FFB Abilene TWDB Loan Forgiveness 06695 Available Balance Current Balance	<b>\$1.00</b> \$1.00
FFB Abilene TWDB Escrow Certificates 06703 Available Balance Current Balance	<b>\$188,745.91</b> \$188,745.91
FFB Abilene Municipal Court Payments 13811 Available Balance Current Balance	<b>\$1,505.50</b> \$1,505.50
FFB Abilene Municipal Court Tech 14579 Available Balance Current Balance	<b>\$1,211.80</b> \$1,211.80
FFB Abilene Animal Control 15121 Available Balance Current Balance	<b>\$7,282.81</b> \$7,282.81
FFB Abilene Pool & Parkland 16608 Available Balance Current Balance	<b>\$421.92</b> \$421.92

FFB Abilene Municipal Court Security 19919

Available Balance  
Current Balance

**\$977.76**  
\$977.76

FFB Abilene REDC 4A 20701

Available Balance  
Current Balance

**\$197,461.24**  
\$197,461.24

FFB Abilene Ranger Library Fund 21105

Available Balance  
Current Balance

**\$426.10**  
\$426.10

FFB Abilene REDC 4B 22341

Available Balance  
Current Balance

**\$88,829.98**  
\$88,829.98

FFB Abilene Police Lease Account 22432

Available Balance  
Current Balance

**\$112,041.12**  
\$112,041.12

FFB Abilene TWDB Debt Service 22937

Available Balance  
Current Balance

**\$52,988.50**  
\$52,988.50

FFB Abilene FEMA 26938

Available Balance  
Current Balance

**\$1.00**  
\$1.00

FFB Abilene TWDB Escrow #L1000677 32472

Available Balance  
Current Balance

**\$517,652.00**  
\$517,652.00

FFB Abilene TWDB Escrow #L1000626 32506

Available Balance  
Current Balance

**\$179,180.09**  
\$179,180.09

FFB Abilene TWDB Escrow #LF1000646 32514

Available Balance  
Current Balance

**\$26,569.05**  
\$26,569.05

FFB Abilene TWDB Construction #L1000677 32530

Available Balance  
Current Balance

**\$0.00**  
\$0.00

FFB Abilene TWDB Construction #L1000626 32548

Available Balance  
Current Balance

**\$144,760.74**  
\$144,760.74

FFB Abilene TWDB Construction #LF1000646 32555

Available Balance  
Current Balance

**\$0.00**  
\$0.00

FFB Abilene Police LEOSE Account 33215

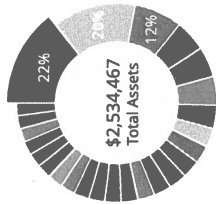
Available Balance  
Current Balance

**\$3,743.62**  
\$3,743.62



FFB Abilene ACH Credit Risk Limit 31094  
 Current Balance (NOT A PAYOFF) **\$0.00**  
 Next Payment Date Mar 31, 2020

### ASSET SUMMARY



#### Utility Fund

xxx36507

21.86%

Available Balance  
Current Balance

\$553,932.03  
\$553,932.03

# Monthly Sales Tax Allocation

5/14/2021

6.25% to REDC (4A):

\$2,584.35

6.25% to REDC (4B):

**-\$2,584.35**

\$2,584.35

12.5% to Street Repair Fund:

**-\$5,168.69**

\$5,168.69

City Bond Construction: (\$10,000.00)

**-\$10,337.38**

\$10,000.00

Bond 1998 Bond 2005

**-\$20,337.38**

\$5,000.00

\$

TWDB Debt Service (\$4,000)

**-\$25,337.38**

4,000.00

\$

Bond 2012 Bond 2018 A&B

**General Deposit Total**

**\$12,012.15**

Sales Tax \$ **\$ 41,349.53**

\$ 5,168.69	\$	2,584.35
12.50%		6.25%

Streets EDC

City Net Payment This Period

\$41,349.53

Comparable Payment Prior Year % Change

\$34,630.77 19.40%

Payment YTD

\$174,462.11

Prior Year Payment YTD

\$172,531.38

% Change

1.11%

Ranger

Date	Transaction	Name	General	Utility
5/19/2021	DEBIT	TX.GOV*SERVICEFEE-DIR EGOV.COM		\$ 8.00
5/19/2021	DEBIT	USPS.COM CLICKNSHIP- Code Violation	\$ 53.25	
5/19/2021	DEBIT	USPS.COM CLICKNSHIP- Code Violation	\$ 10.65	
5/18/2021	DEBIT	AMZN Mktp US*2R3GL43Y1 Commissioner Name Plate	\$ 25.64	
5/17/2021	DEBIT	TEXAS MUNICIPAL LEAGUE-Gerald Conference Fee	\$ 375.00	
5/14/2021	DEBIT	EASTLAND TELEGRAM Legal Publication	\$ 291.00	
5/14/2021	DEBIT	BAD BOY MOWER PARTS Cemetery		\$ 83.20
5/13/2021	DEBIT	USPS.COM CLICKNSHIP Animal Violation	\$ 10.65	
5/13/2021	DEBIT	VISTAPR*VistaPrint.com PD Cards	\$ 108.78	
5/13/2021	DEBIT	eBay O*09-07052-31012 Cemetery Mower Wheels		\$ 87.67
5/13/2021	DEBIT	eBay O*09-07052-31013 Cemetery Mower Blades		\$ 120.15
5/13/2021	DEBIT	eBay O*09-07052-31011 Cemtery Mower Blades		\$ 167.51
5/11/2021	DEBIT	USPS.COM CLICKNSHIP Animal Violation	\$ 21.30	
5/10/2021	DEBIT	Intuit *PayrollEE usag 833-830-9		\$ 51.96
5/7/2021	DEBIT	EASTLAND VEHREG EGOV.COM	\$ 7.50	
5/7/2021	DEBIT	QUILL CORPORATION 800-982-3		\$ 8.47
5/6/2021	DEBIT	LOVE S COUNTRY Store RANGER-Thermo Cooler		\$ 124.47
5/6/2021	DEBIT	PLEXUS HEALTHCARE CENTER	\$ 40.00	
5/6/2021	CREDIT	CROWN AWARDS INC 914347770 Mayor Recognition	\$ (4.00)	
5/6/2021	DEBIT	TX.GOV*SERVICEFEE-DIR EGOV.COM		\$ 2.00
5/5/2021	DEBIT	QUILL CORPORATION 800-982-3		\$ 234.75
5/5/2021	DEBIT	QUILL CORPORATION 800-982-3		\$ 3.91
5/5/2021	DEBIT	CROWN AWARDS INC 800-227-1	\$ 102.34	
5/4/2021	DEBIT	AMZN Mktp US*GL7159YU3 Amzn.com/	\$ 67.94	
5/3/2021	DEBIT	AMER ASSOC NOTARIES Gerald Notary	\$ 43.84	
4/30/2021	DEBIT	AMZN Mktp US*LN33N5MK3 Amzn.com/	\$ 18.99	
<b>Totals</b>			\$ 1,172.88	\$ 892.09
<b>Grand Total</b>			<b>\$ 2,064.97</b>	

05/2021

# LIBRARY REPORT

May 2021

**Beginning of Petty Cash** **\$ 171.08**

**CREDIT**

Copies	\$ 39.70
Donations	7.70
Faxes (Our library only charges for "out of town" faxes; no charge to 800 numbers)	1.00
Book Fines	1.60
Book Sales (from "Quarter Shelves")	<u>32.00</u>

**TOTAL CREDITS** **+ 82.00**

**DEBIT**

Supplies	11.75
Bank Deposit	<u>31.25</u>

**TOTAL DEBITS** **- 43.00**

**TOTAL PETTY CASH** **\$ 210.08**

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

# Library Report for \_\_\_

May-21

	Adult Patrons	Children	Total	Adult Lit.	Children's Lit.	Total Books	Computer Users	Audio/Video	Reference ?'s
Monday	13	3	16	14	0	14	4	2	0
Tuesday	14	4	18	5	0	5	8	0	2
Wednesday	13	0	13	9	0	9	4	0	0
Thursday	11	3	14	2	0	2	5	0	0
Friday	12	5	17	4	0	4	8	0	0
Monday	12	1	13	3	0	3	8	0	0
Tuesday	9	1	10	1	0	1	2	0	1
Wednesday	16	1	17	0	0	0	7	0	1
Thursday	9	2	11	3	0	3	6	0	1
Friday	11	0	11	4	0	4	5	0	0
Monday	10	2	12	9	1	10	8	0	1
Tuesday	8	1	9	2	3	5	4	0	1
Wednesday	11	1	12	2	0	2	7	0	1
Thursday	11	2	13	10	0	10	6	0	1
Friday	5	0	5	5	0	5	4	0	0
Monday	9	2	11	0	0	0	6	0	3
Tuesday	7	1	8	0	0	0	4	0	1
Wednesday	11	3	14	2	2	4	6	3	2
Thursday	14	6	20	0	3	3	8	0	1
Friday	3	0	3	2	0	2	1	0	2
Monday			0			0			
Tuesday			0			0			
Wednesday			0		0	0			
Thursday			0		0	0			
Friday			0		0	0			
Total	209	38	247	77	9	86	111	5	18



**Type 4B Ranger Economic Development Corporation**

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

Date	Check No.	Income	Expense	To/From	Description	Balance
01/08/20	Debit		\$25.00	1st Financial	Safety Deposit Box Rental	\$116,799.75
01/16/20		\$1,811.93		City of Ranger	Sales Tax	\$118,611.68
02/14/20		\$2,930.28		City of Ranger	Sales Tax	\$121,541.96
02/18/20	1043		\$750.00	Cameron Gulley	Audit Fees	\$120,791.96
03/26/20		\$2,248.87		City of Ranger	Sales Tax	\$123,040.83
04/28/20		\$1,627.71		City of Ranger	Sales Tax	\$124,668.54
05/13/20		\$2,164.42		City of Ranger	Sales Tax	\$126,832.96
06/15/20	1044		\$955.40	Knox Waste Dervice	225 S Rusk St. Rolloffs REDC Project	\$125,877.56
06/16/20		\$2,005.89		City of Ranger	Sales Tax	\$127,883.45
07/01/20	1045		\$31,850.00	Flatworks	Fire Dept Concrete REDC Project	\$96,033.45
07/03/20	1046		\$4,337.70	Display Sales	Christmas Decorations 50% REDC Project	\$91,695.75
07/13/20		\$2,161.28		City of Ranger	Sales Tax	\$93,857.03
07/29/20	1047		\$142.76	Tindals Hardware	Fire Dept Concrete REDC Project misc paint, rollers	\$93,714.27
08/18/20		\$2,445.67		City of Ranger	Sales Tax	\$96,159.94
09/16/20		\$1,922.80		City of Ranger	Sales Tax	\$98,082.74
10/20/20		\$1,847.84		City of Ranger	Sales Tax	\$99,930.58
11/17/20		\$3,001.62		City of Ranger	Sales Tax	\$102,932.20
11/27/20	1048		\$4,473.93	Display Sales	Christmas Decorations 50% REDC Project + Chg Add	\$98,458.27
12/18/20		\$1,811.19		City of Ranger	Sales Tax	\$100,269.46
01/08/21	Debit		\$45.00	1st Financial	Safety Deposit Box Rental	\$100,224.16
01/27/21		\$1,679.26		City of Ranger	Sales Tax	\$101,903.42
02/24/21		\$2,378.58		City of Ranger	Sales Tax	\$104,282.00
03/09/21	1049		\$19,998.00	Flatworks	Walnut St. Clinic 1/2 Concrete Work	\$84,284.00
03/25/21		\$2,386.96		City of Ranger	Sales Tax	\$86,670.96
04/07/21	1050		\$55.06	Tindalls Hardware	Walnut St. Clinic Misc. paint and assoc. items	\$86,615.90
04/13/21		\$1,874.73		City of Ranger	Sales Tax	\$88,490.63
<b>05/18/21</b>		<b>\$2,584.35</b>		<b>City of Ranger</b>	<b>Sales Tax</b>	<b>\$91,074.98</b>
<b>05/24/21</b>	<b>1051</b>		<b>\$1,495.00</b>	<b>Display Sales</b>	<b>Christmas Decorations</b>	<b>\$89,579.98</b>
<b>05/24/21</b>	<b>1052</b>		<b>\$750.00</b>	<b>Cameron Gulley</b>	<b>Audit Fees</b>	<b>\$88,829.98</b>
<b>TOTAL</b>						<b>\$88,829.98</b>

# Municipal Court Report

May 2021

New Cases Filed 25 POLICE DEPT.

3 CODE ENFORCEMENT/ACO

Total Cases Disposed 12

Dismissed after Driver Safety Course 7

Show Cause 0

Arrest Warrants Issued 0

Capiases Warrants Issued 0

Fines, Court Costs and Other Amounts Collected:

a. Kept by City	\$1,785.40
b. Remitted to State	\$ 717.20
c. Total	\$2,502.60





# RANGER FIRE & EMS



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

**Fax: 254-647-3398**

**Responses for 2021**

**EMS 352 Fire 143 Total =495**

**Average calls per Month: 99**

**2020 Responses on 6-1-2020**

**EMS 288 Fire 122 Total = 410**

**Average calls per month: 82**



# **RANGER POLICE DEPARTMENT**

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

## **Monthly Report May 2021**

- Police Officer Activity: 408
- Security Check/ Extra Patrol: 243
- Reports Generated: 32
- Calls for Service: 171
- 911 hang up, Info, Welfare, Alarms, Civil- 61
- Domestics/Disturbances-20
- Burglaries/Crim Mischf/Theft -19
- Harassment/Trespass/Prowler/Susp person/veh- 32
- Noise Complaints-9
- Accidents-9
- Animal complaint-17
- Juvenile Complaints-4
- Citations: 25
- Warnings: 12

**May**

**Animal/Code Enforcement Report**

Animal Control Officer Impound- **15**

Impound by Police- **3**

Adopted- **0**

Left in Shelter- **8**

Return to Owner- **1**

Citations- **3**

Health and Safety Letters- **3**

Euthanized- **6**

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

## **PUBLIC WORKS DIRECTOR MONTHLY REPORT for May, 2021**

### **TO RANGER CITY COUNCIL**

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

#### **WATER**

We had 126 work orders completed this month. We had 3 major leaks in the month of May but the one on 31<sup>st</sup> at the railroad water loss will be on the June report because the plant reads the meters around 4 pm. The total water loss for the first 2 is about 264,000 gls.

#### **WASTEWATER**

We ran 18.873 MG through the wastewater treatment plant in the month of May for an average of .608 MGD. The high numbers are due to the rains we had in the month of May. We found a lateral line in the creek at 1301 E. Loop 254 that had come off the tap. We repaired and plan to move this tap out of the creek bottom. The crew found other manholes taking water through the lift holes in the lid and install pans to stop water from going into sewer line. We are going to pull or have pulled by this time # 1 effluent pump and #2 influent. Control Specialist believe the impellers are bad in this pump. The influent pump possibly has a direct short.

#### **Roads**

Roads bladed this month are Tiffin, Lackland, Railroad Ave and Rex. They probably don't look like it due to the rains. Joey will continue to try to keep roads maintained but please be mindful that roads that have standing water can not be bladed because then all we will have is a mud hole.

#### **Sanitation**

Jose, our sanitation truck driver, has been having trouble with what is being put into our dumpsters. Wood of any kind and any other hard materials that will not compact can not be put into the dumpsters. Please take these materials to the sanitation station. Limbs are free to take and if lumber is not painted with any kind of finish and free of nails it can be taken with tree limbs.

#### **Water Line Project**

The new water line is behind projected construction time by at least 3 weeks if not more. It all depends on the weather how much farther behind they get.

# CITY MANAGER AGREEMENT

## City of Ranger & Gerald Gunstanson

THE STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF EASTLAND       §

THIS CITY MANAGER AGREEMENT (“Agreement”) is made and entered into effective the 15<sup>th</sup> day of June, 2021, by and between the City of Ranger, Texas, a Texas municipal corporation (the “City”) and Gerald Gunstanson (the “Manager”).

### WITNESSETH:

WHEREAS, the City Council of the City (the “Council”) and the Manager believe that an employment agreement negotiated between the Council, on behalf of the City, and the Manager can be mutually beneficial to the City, the Manager, and the community they serve;

WHEREAS, when appropriately structured, the Council and the Manager believe an employment agreement can strengthen the Council-Manager relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens;

WHEREAS, the Council, on behalf of the City, desires to employ the services of the Manager, as the city manager of the City (“City Manager”), pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, the Manager has agreed to accept employment as the City Manager, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the City and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established have agreed, and do hereby agree as follows:

### I. Term

1.1 **TERM.** The term of this Agreement shall be for a term of two (2) years beginning on June 15, 2021 (the “Commencement Date”) and ending on June 15, 2023, provided, however, that the term of this Agreement shall be subject to earlier termination by a Unilateral Severance (as defined and set forth in Section 6.4 below) at the pleasure of the Council.

1.2 **EXTENSION.** The City may, by action of the Council, and with the consent and approval of the Manager, extend the term of this Agreement.

## II. Employment

**2.1 CHIEF EXECUTIVE OFFICER.** The Manager is the chief executive officer of the City and shall faithfully perform the duties of the City Manager as prescribed in the job description, as set forth in the City Charter, if any, and City ordinances and, as may be lawfully assigned by the Council (collectively the "City Manager's Duties"). Further, the Manager shall comply with (collectively "Applicable Laws and Authorities"): state and federal law; the City's Charter, if any; all City policies, rules, regulations and ordinances as they exist or may hereinafter be amended; and, all lawful Council directives. All duties assigned to the Manager by the Council shall be appropriate to and consistent with the professional role and responsibility of the City Manager position.

**2.2 DUTIES.** The Council does hereby employ Manager as City Manager to perform the City Manager's Duties in accordance with and pursuant to all Applicable Laws and Authorities and each of the following duties to the full extent not prohibited by or in material conflict with any existing provisions of the City's Charter or Applicable Laws and Authorities:

- a. Employ, on behalf of the City, all other employees of the City, except those specifically assigned to City Council.
- b. Direct, assign, reassign and evaluate all of the employees of the City.
- c. Organize, reorganize and arrange the staff of the City.
- d. Develop and establish internal regulations, rules, and procedures which the Manager deems necessary for the efficient and effective operation of the City.
- e. Accept all resignations of employees of the City, except the Manager's resignation which must be accepted by the Council.

The Manager shall perform the City Manager's Duties with reasonable care, diligence, skill and expertise.

**2.3 REASSIGNMENT.** The Manager cannot be reassigned from the position of City Manager to another position without the Manager's prior express written consent.

**2.4 COUNCIL MEETINGS.** Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the Manager or the Manager's designee shall attend, and shall be permitted to attend, all meetings of the Council, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on this Agreement, or any amendment thereto, the Manager's evaluation, or for purposes of resolving conflicts between individual Council members.

**2.5 CRITICISMS, COMPLAINTS, AND SUGGESTIONS.** The Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Council's attention to the Manager for study and/or appropriate action, and the Manager shall refer the matter(s) to the appropriate City employee or shall investigate such matter(s) and inform the Council of the results of such efforts.

**2.6 INDEMNIFICATION.** To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify Manager from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Manager in the Manager's individual or official capacity as an employee and as City Manager, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Manager, as an employee of the City, acting within the course and scope of the Manager's employment with the City; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Manager committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the City or by the Manager. The selection of the Manager's legal counsel shall be with the mutual agreement of the Manager and the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Manager's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Paragraph 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Paragraph 2.6 shall survive the termination, expiration or other end of this Agreement and/or the Manager's employment with the City.

**2.7 APPROPRIATION.** The Council has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement.

**2.8 HOURS OF WORK.** The Manager acknowledges the proper performance of the City Manager's Duties require the Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Manager agrees to devote such additional time as is necessary for the full and proper performance of the City Manager's Duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Manager, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager. The Manager will devote full time and effort to the performance of the City Manager's Duties, and shall remain in the exclusive employ of the City during the term of this Agreement; provided that, with the prior consent of the Council, the Manager may accept outside professional employment which does not interfere with the Manager performing the City Manager's Duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the Manager is compensated and which are performed on the Manager's time off.

### **III. Compensation**

**3.1 SALARY.** The City shall provide the Manager with an annual salary in the sum of Fifty-Five Thousand Dollars (\$55,000). This annual salary rate shall be paid to the Manager in equal installments on the schedule as other City employees and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities.

**3.2 SALARY ADJUSTMENTS.** At any time during the term of this Agreement, the Council may, in its discretion, review and adjust the salary of the Manager, but in no event shall the Manager be paid less than the salary set forth in Paragraph 3.1 of this Agreement, except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to lawful Council resolutions. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

**3.3 PAID LEAVES – VACATION, SICK/PERSONAL AND HOLIDAY.** The Manager may take, at the Manager's choice, the same number of hours of vacation authorized for other administrative employees of the City, the leave to be in a single period or at different times. The vacation leave taken by the Manager will be taken at such time or times as will least interfere with the performance of the City Manager's Duties. The Manager shall have eighty (80) hours of paid vacation leave annually. The Manager is hereby granted the same sick/personal leave benefits as authorized by Council policies for administrative employees. The Manager shall observe the same legal holidays as provided by the City for its administrative employees.

**3.4 BENEFITS - GENERAL.** Unless expressly provided otherwise in this Agreement, in addition to those benefits specifically set forth herein, the Manager shall be entitled to the same benefits that are enjoyed by any other administrative employees of the City pursuant to all Applicable Laws and Authorities.

**3.5 INSURANCE – HEALTH.** The City agrees to pay the premiums for health, hospitalization, vision, dental and comprehensive medical insurance for the Manager pursuant to the group health care plan provided by the City for its administrative employees.

**3.6 RETIREMENT BENEFIT.** The City agrees to enroll the Manager into the applicable state or local retirement system and to make at least the same level of contributions for the Manager or on the Manager's behalf as the City does for its other administrative employees consistent with all Applicable Laws and Authorities.

**3.7 Expenses.** The City shall pay or reimburse the Manager for reasonable expenses incurred by the Manager in the continuing performance of the Manager's duties under this Agreement. The City agrees to pay the actual and incidental costs incurred by the Manager for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the City. The Manager shall comply with all procedures and documentation requirements in accordance with Applicable Laws and Authorities.

**3.8 Bonds.** The City shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

**3.9 Civic Activities.** The Manager is encouraged to participate in community and civic organizations and activities. The cost of such activities shall be borne by the City.



## **IV. PROFESSIONAL GROWTH**

**4.1 PROFESSIONAL DUES AND SUBSCRIPTIONS.** The City agrees to budget for and to pay for professional dues and subscriptions of the Manager necessary for continuation and full participation in national, state, regional, and local associations and organizations as necessary and/or desirable for the good of the City through the Manager's continued professional participation, growth and advancement.

**4.2 PROFESSIONAL DEVELOPMENT TRAVEL.** The City agrees to budget for and to pay for travel and subsistence expenses of the Manager for professional and official travel and meetings to adequately continue the professional development of the Manager and to pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, the Texas Municipal League, the Texas City Management Association, and such other national, regional, state and local governmental groups and committees in which the Manager is a member.

**4.3 PROFESSIONAL CONTINUING EDUCATION.** The City also agrees to budget for and to pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary and/or desirable for the good of the City through the Manager's professional development.

## **V. PERFORMANCE EVALUATION**

**5.1 EVALUATION PROCESS.** The Council shall review the Manager's job performance at least once annually with the first review being in March 2022 , and subsequent annual reviews to occur during the month of March of each year thereafter unless the parties agree otherwise. The annual performance reviews and evaluations shall be in writing and in accordance with criteria and format developed jointly by the Council and the Manager. The Council shall provide the Manager a reasonable and adequate opportunity to discuss with the Council and/or respond to the Manager's evaluation.

**5.2 CONFIDENTIALITY.** Unless the Manager expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of the Manager shall at all times be conducted in closed session of the Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Council or the Manager from sharing the content of the Manager's evaluation with their respective legal counsel.

**5.3 MODIFICATION OF EVALUATION PROCESS.** In the event the Council determines that the evaluation instrument, format and/or procedure are to be modified by the Council, and such modifications would require new or different performance expectations, then the Manager shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

## **VI. TERMINATION**

**6.1 TERMINATION EVENTS.** This Agreement shall terminate upon any of the following:

- a. Mutual agreement of the Council and Manager in writing and signed by them;
- b. Retirement or death of the Manager;

- c. Termination of Manager's Employment for "good cause" (as defined in Paragraph 6.2 below);
- d. A Unilateral Severance (as defined and set forth in Section 6.3 below); or,
- e. Expiration of the term of this Agreement.

62 **"GOOD CAUSE"**. For purposes of this Agreement the term "good cause" is defined as follows:

- (a) Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by City Manager under this Agreement or under the Charter and ordinances of the City and/or the laws of the United States or the State of Texas.
- (b) Any misconduct of the City Manager involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to City Manager's official duties hereunder.
- (c) Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by City Manager of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the City Manager in his official capacity.

63 **UNILATERAL SEVERANCE**. As one of the termination events specified above in Paragraph 6.1, the Council may end the employment relationship and terminate this Agreement, at the pleasure of the Council, whether with or without good cause, upon written notice to the Manager as specified below and payment to the Manager of the Severance Amount (as defined below), the Severance Benefits (as defined below) and the Current Obligations (the "Unilateral Severance"). If the Council determines that it desires a Unilateral Severance it shall provide written notice to the Manager at least thirty (30) days in advance of the effective date of such termination, which specifies: (aa) the Council has voted to pursue a Unilateral Severance pursuant to this Paragraph 6.3 of the Agreement, (bb) the effective date of the Unilateral Severance ("Severance Effective Date"), and (cc) the City's commitment to pay the Severance Amount (including a specific line item breakdown of the items that constitute the total Severance Amount), the Severance Benefits and the Current Obligations. On or before the Severance Effective Date, the Manager may by written notice to the City direct that the Severance Amount be paid and payable in a manner directed by the Manager, provided that the total Severance Amount must be paid and payable on or before the first anniversary of the Severance Effective Date and there shall be no limitations on the City making all deductions and withholdings required by law.

The "Severance Amount" means the total amount of: (a) an amount equal to the value of twelve (12) months of the Manager's then current salary to serve as the primary basis for the Manager's severance pay], plus (b) the value of any accrued but unused vacation and days, computed on an hourly basis determined by dividing the Manager's then current annual salary by 2080 hours. The "Severance Benefits" means, at the City's expense: (i) continued health insurance benefit pursuant to Paragraph 3.5 of the Agreement, for a period of six months or if sooner, until the Manager obtains other full time employment and coverage through a group health insurance plan from the Manager's new employer; and (ii) professional out placement services with a firm selected by the Manager, in a total amount not to exceed \$1,000. The "Current Obligations" includes all salary and benefits under this Agreement payable or otherwise owing by City to Manager through and including the Severance Effective Date.

Conditioned upon the City fulfilling its obligations to pay the Severance Amount, the Severance Benefits and the Current Obligations, upon a Unilateral Severance, the Manager waives and releases the Manager's rights to continued employment with the City and the parties waive and release the right to an arbitration hearing on the issue of good cause. In the event of a Unilateral Severance, the parties agree not to make disparaging comments or statements about each other.

## VII. GENERAL PROVISIONS

7.1 **COMPLETE AGREEMENT.** This Agreement sets forth and establishes the entire understanding between the City and the Manager relating to the employment of the Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written signed agreement may amend any provision of this Agreement during the term of this Agreement; such amendments shall be incorporated and made a part of this Agreement.

7.2 **BINDING EFFECT.** This Agreement shall be binding on the City and the Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

7.3 **SAVINGS CLAUSE.** If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

7.4 **CONFLICTS.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Applicable Laws and Authorities during the term of this Agreement.

7.5 **CONTROLLING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Eastland County, Texas, unless otherwise provided by law.

**CITY OF RANGER, TEXAS**

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

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY MANAGER:**

\_\_\_\_\_  
\_\_\_\_\_

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.