



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, July 10, 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 Robinson

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 June 26, 2023.

Agenda Item 05: Discuss: update from the Eastland County Water Supply District (Elected Ranger Directors).

Agenda Item 06: Discuss/Consider: Eastland County Water Supply District contract modification number 5 clarifying water line ownership at point of delivery.

Agenda Item 07: Discuss/Consider: status of the wastewater treatment plant repairs authorized at the February 27, 2023 meeting.

Agenda Item 08: Discuss/Consider: status of police department fleet.

Agenda Item 09: Discuss/Consider: APPROVING RESOLUTION NO. 2023-07-10-P: A RESOLUTION OF THE CITY OF RANGER AUTHORIZING THE CITY MANAGER TO OPEN A BANK ACCOUNT AT FIRST FINANCIAL BANK, RANGER, TEXAS, FOR THE PURPOSE OF ESTABLISHING A OPIOID ABATEMENT ACCOUNT TO ACCEPT DEPOSITS FOR OPIOID ABATEMENT SETTLEMENT FUNDS.

Agenda Item 10: Discuss/Consider: APPROVING RESOLUTION NO. 2023-07-10-Q: A RESOLUTION OF THE CITY OF RANGER, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

Agenda Item 11: Discuss/Consider: Consent Items; the Approval of Monthly Department Reports:

- **Finance Report-** Director Carol Stephens
- **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-** Trace Douglas
- **Public Works Report-** Steven Burch

Agenda Item 12: 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., July 7, 2023 and remained posted for 72 hours preceding the scheduled time of the meeting.

Somer Lee

Somer Lee, 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 _____.



**CITY OF
RANGER**

REGULAR MEETING MINUTES

A Regular Meeting of the Governing Body of the City of Ranger, Texas, was held on **Monday, June 26, 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 Terry Robinson
Commissioner Joe Sigler
Commissioner Kevan Moize
Commissioner Wendy Erwin
Commissioner Samantha McGinnis
City Manager Savannah Fortenberry
City Secretary Somer Lee
Honorable Tammy S. Archer

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

Agenda Item 01: Call to Order- Mayor Robinson

Roll Call/Quorum Check- City Secretary, Somer Lee
Invocation of Prayer- Mayor Robinson
Pledge of Allegiance to United States Flag- Mayor Robinson
Pledge of Allegiance to Texas Flag- Mayor Robinson

Agenda Item 02: Citizen's Presentation: 1. Joseph Mireles stated he requested to be on the agenda via email, and was uncertain of the process.

Agenda Item 03: Announcements from City Council or Staff- 1. City Manager, Savannah Fortenberry, announced that the workshop between the REDC Board Members and the City Council on June 27, 2023 was cancelled and is rescheduled for July 11, 2023 at 6:00pm. She also informed that city hall will be closed Monday, July 3rd and Tuesday, July 4th in observance of Independence Day.

Agenda Item 04: Discuss/Consider: approval of the city council meeting minutes for the regular meeting on June 12, 2023.

*Motion made by Commissioner Moize to approve the minutes for the regular meeting on June 12, 2023 and 2nd by Commissioner Erwin. **All Ayes and Motion Passed.**

Agenda Item 05: Discuss/Consider: authorizing a letter of support to the Ranger College Library for the traveling oil exhibit grant application.

*Commissioner Moize requested conditions of the letter to ensure the city will have no financial obligations, with the mayor’s approval.

*Motion made by Commissioner Moize to approve authorizing a letter of support to the Ranger College and 2nd by Commissioner McGinnis. **All Ayes and Motion Passed**

Agenda Item 06: Discuss/Consider: Adjournment- 5:40pm

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

These minutes were approved on the 10th day of July, 2023

CITY OF RANGER, TEXAS

Terry Robinson, Mayor

ATTEST:

Somer Lee, City Secretary

WATER SUPPLY CONTRACT

THE STATE OF TEXAS :

COUNTY OF EASTLAND :

This Contract, effective as of the 1st day of June, 1992, between Eastland County Water Supply District (the "District"), a governmental agency, conservation and reclamation District and body politic and corporate, having been created pursuant to Article 8280-139, V.A.T.C.S., all pursuant to Article XVI, Section 59 of the Texas Constitution and the City of Ranger, Texas, a municipal corporation in Eastland County, Texas (hereinafter called "City") with this Contract to be entered into pursuant to Article 8280-139, V.A.T.C.S. and Article 4413(32(c), V.A.T.C.S.

WITNESSETH:

WHEREAS, the District currently owns, operates and maintains a dam and impounding reservoir in Eastland County, Texas, known as Lake Leon and a water supply system which furnishes treated water that is being sold to the City and it is preparing to issue and sell its water revenue bonds to finance the cost of improvements to the District's water system; and

WHEREAS, the District is entering into a similar contract concurrently herewith with the City of Eastland, Texas (the "City of Eastland"), a municipal corporation in Eastland County, Texas; and

WHEREAS, the District, the City and the City of Eastland had entered into Water Contracts dated July 15, 1952 for the purchase of treated water by the City and the City of Eastland from the District with water to be paid for by such Cities in amounts which

together with taxes as were to be levied by the District would be sufficient to retire the District's Eastland County Water Supply Bonds, Series 1952, in the aggregate principal amount of \$1,500,000, which bonds were authorized and issued to finance the construction of the District's Lake Leon and its accompanying System; and

WHEREAS, the District's Series 1952 Bonds have been duly retired and the above described Water Contracts of July 12, 1952 contemplated that such contracts would continue in effect until the District's Series 1952 Bonds were paid and redeemed and after such Bonds were retired, a new contract would be entered into between the District, the City and the City of Eastland if it was necessary by the District to issue bonds to finance additional improvements to the District's Waterworks System; and

WHEREAS, it is desirable and necessary for the best interest of the City that the District supply water to the City and that the proposed improvements to the District's system be financed by this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, District agrees to sell and City agrees to purchase water under the terms and conditions and for the considerations hereinafter set forth, to-wit:

Section 1. DEFINITIONS. Terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

(a) "Additional Bonds" shall mean those bonds payable in whole or in part from the District's revenues which are permitted by the Bond Resolution of the District which authorized the Bonds.

(b) "Bonds" shall mean the revenue bonds issued by the District, whether one or

more issues, to finance the Project, which includes bonds issued to refund such bonds of the District.

(c) "Contracting Parties" shall mean the Cities of Ranger and Eastland, and any other contracting parties that purchase water for municipal, industrial or agricultural purposes.

(d) "Debt Service Charge" shall mean that charge described in Section 3(a)(ii) hereof.

(e) "Debt Service Requirements" shall mean those requirements as stipulated in the Bond Resolution adopted by the governing body of the District authorizing the issuance of the District's Bonds for the payment of principal and interest on such bonds and Additional Bonds, including reserve and contingency requirements,

(f) "Operating Charge" shall mean the charge described in Section 3(a)(i) hereof.

(g) "Project" shall mean those improvements as designated by Jacob & Martin, Inc., the District's Consulting Engineers as outlined in their Water Facilities Study for Eastland County Water Supply District dated May, 1988.

(h) The term "System" shall mean all of the properties heretofore and hereafter acquired by the District from any source, used as useful in the Contract, storage, and distribution of water for municipal, direct, and indirect purposes or in the experience of any power pursuant to the Act, located in any county in the State of Texas, and elsewhere, including contracts, water rights, franchises, easements, and operating rights and any other similar properties, rights, contracts or facilities at any time constitutes or acquired by the District and all improvements, supplements, renewals and extensions thereof and additions

thereto at any time constitutes, acquired or operated by the District, other than those improvements financed by the issuance of Special Project Bonds, for which a special project contract is executed with the users of special project, which Special Project Bonds are paid by the revenues from such special project contract.

Section 2. QUANTITY, QUALITY, POINTS OF DELIVERY, MEASURING EQUIPMENT, UNIT OF MEASUREMENT AND DELIVERY PRESSURE.

QUANTITY. District agrees to sell and to deliver to the City at the delivery point or points hereinafter provided, and City agrees to purchase and take at such delivery point or points all water required by City during the period of this Contract for its own use and distribution to all of the customers served by the City's distribution system. The maximum quantities of water to be delivered to the City are as follows:

maximum authorized monthly purchase	3-18-10, amended in Cont. MOD #2	55.0 MG = 1.83 MGD
Maximum authorized daily purchase		48.0 MG = 1.6 MGD
Maximum authorized delivery rate		2.3 MGD
		1600 GPM = 2.3 MGD

The District further agrees to use its best efforts to furnish water sufficient for the reasonable demands of the City, but its obligations to furnish such water shall be limited to the amount of water available to it, and the capacity of the District's water supply facilities, which is 6 million gallons per day, having due regard for the equitable interest of both the City, the City of Eastland and the District together with the Contracting Parties to the District's water. However, once the District is pumping 90% of the 6 million gallons per day capacity of its water supply facilities, it shall initiate an engineering study to determine the need for expansion of the District's water supply facilities.

QUALITY. The City has satisfied itself as to the quality of the water which will be delivered to it by the District from Lake Leon, and the City has agreed that the quality of the water will be satisfactory. The City also has satisfied itself that such water will be suited for its municipal and industrial needs. However, the District agrees to comply with all state and federal rules, regulations and laws in reference to water quality.

POINTS OF DELIVERY. The point or points of delivery into the City's distribution system shall be at that point or points of delivery already determined when the District's system was originally constructed, as being that point or points of delivery near the intersection of Houston Street and the Texas and Pacific Railroad.

MEASURING EQUIPMENT. (a) District shall furnish, install, operate and maintain at its own expense the necessary metering equipment of standard type for measuring properly the quantity of water delivered under this Contract. Such metering equipment shall be located on the District's supply main at a location already designated by District. Such meter or meters and other equipment so installed shall remain the property of District. City shall have access to such metering equipment at all reasonable times, but the reading, calibration and adjustment thereof shall be done only by the employees or agents of the District. For the purpose of this Contract, the original record or reading of the main meter shall be the journal or other record book of the District in its office in which the records of the employees or agents of the District who take the reading are or may be transcribed. Upon written request by the City, the District will give the City a copy of such journal or record book, or permit the City to have access to the same in the office of the District during reasonable business hours.

(b) Not more than once in each calendar year, on a date as near the end of such calendar year as practical, the District shall engage a representative of the meter company or of the State of Texas to calibrate its main meter or meters and present to the City accuracy certification. This calibration shall be performed in the presence of a representative of City, and the parties shall jointly observe any adjustments which are made to the meter in case any adjustments shall be necessary, and if the check meter hereinafter provided for has been installed, the same shall also be calibrated by a representative of the meter company or of the State of Texas Department of Weights and Measures in the presence of a representative of the District and the parties shall jointly observe any adjustments which are made to the meter in case any adjustments shall be necessary. The District shall give City notice of the time when any such calibration is to be made. If a representative of City is not present at the time set, the District may proceed with calibration and adjustment in the absence of any representative of the City.

(c) If either party at any time observes a variation between a main delivery meter and the check meter, if any such check meter shall be installed, such party will promptly notify the other party, and the meters shall then be adjusted to accuracy. Each party shall give the other party forty eight (48) hours notice of the time of any test of meter so that the other party may conveniently have a representative present.

(d) If, upon any test, the percentage of inaccuracy of metering equipment is found to be in excess of two per cent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time

elapsed since the last date of calibration, but in no event farther back than a period of six (6) months. If, for any reason, the main meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered, through the period such meter is out of service or out of repair, shall be estimated and agreed upon by the parties thereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter if the same has been installed and is accurately registering. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculation, or (ii) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter was registering accurately.

(e) The City may, at its option and its own expense, install and operate a check meter to check the meter installed by the District, but the measurement of water for the purpose of this Contract shall be solely by the District's meter, except in the cases hereinabove specifically provided to the contrary. Such check meter shall be of standard make and shall be subject to all reasonable times to inspection and examination by any employee or agent of the District, but the reading, calibration and adjustment thereof shall be made only by the City, except during any period when a check meter may be used under the provisions hereof for measuring the amount of water delivered, in which case the reading, calibration and adjustment thereof shall be made by the District with like effect as if such check meter had been furnished or installed by the District.

UNIT OF MEASUREMENT. The unit of measurement for water delivered

hereunder shall be 1,000 gallons of water, U. S. Standard Liquid Measure.

DELIVERY PRESSURE. The water shall be delivered by the District at the point of delivery at a pressure equal to that maintained in the City's distribution system when the existing City's standpipe storage is full of water.

Section 3. PRICES AND TERMS. (a) The parties to this Contract recognize that since the cost of operating the District's System will vary from year to year, it is not practical to fix a set schedule of rates in this Contract which will control the price charged for water sold to the City. The City and the City of Eastland will pay their proportionate share of the cost of the operation of the District based on the amount of water received by the City and the City of Eastland. It is understood that the Bonds will be principally secured by the Contracts with the City and the City of Eastland; however, it is also recognized that the District may sell water to other contracting parties. Consequently, revenues received from other contracting parties shall be treated by the District as a credit to the City and the City of Eastland's water charges from the District. The monthly water charge to be paid by the City will consist of two components as follows:

(i) **Operating Charge** - shall mean that monthly charge which will produce monies equal to the District's annual budget for all costs and expenses (except Debt Service Requirements) for the operation of the District. This charge shall be computed by dividing the current fiscal year's budget for all costs and expenses by the lowest annual volume of 1000 gallons of water delivered by District to the City and the City of Eastland for the last five fiscal years to obtain a cost per 1000 gallons of treated water. This charge shall be monthly billed to the City and the City of

Eastland, by multiplying the charge by the number of 1000 gallons of water as registered by the District's meters for each respective purchaser of water.

(ii) Debt Service Charge shall mean that monthly charge which will produce moneys equal to the District's Annual Debt Service Requirements. This Debt Service Charge shall be one-twelfth of the Annual Debt Service Requirements all as described in Exhibit A attached hereto. To determine the basis for the District's Debt Service Charge, the District shall determine the total volume of metered water by thousand gallons delivered to the Cities of Ranger and Eastland for the last complete fiscal year. Each City's percentage of that total amount of water delivered to the Cities shall be determined by dividing the metered amount of water delivered to each of the two Cities by the total amount of water received by both Cities. This calculation shall determine the percentage amount of the Annual Debt Service Requirement which each of the Cities shall be responsible for, in reference to the District's ensuing fiscal year. The City's share of the Annual Debt Service Requirement shall be converted to a monthly charge by multiplying the amount of the respective City's percentage times the Annual Debt Service Requirement which will produce the product of the City's share of the Annual Debt Service Requirement which shall then be divided by 12 in order to determine the monthly Debt Service Charge which both the City and the City of Eastland shall pay on the 10th day of each month upon receipt of a bill from the District.

(b) The Parties to this Contract expressly understand that payment of the District's Bonds are totally supported by the revenues from this Contract, and the like contract with

the City of Eastland, and the City shall be obligated to pay the aforesaid water charges in accordance with the provisions of the Contract, subject to the exceptions set forth in Section 6 hereof, and subject to applicable credit as provided in this Section, regardless of whether or not the District actually delivers or tenders delivery of water or whether or not the City actually receives or accepts said water.

(c) The District shall bill the City monthly for the amounts due the District hereunder for the preceding billing month which bill shall disclose the nature of the amounts due. Such monthly bills shall be delivered to the City within five days after the end of each billing month. All such bills shall be paid by the City on or before the tenth day of the month in which they are received, at the office of the District in Eastland County, on F.M. 2461 near Ranger, Texas.

(d) In the event the City shall fail to make any payment required to be made to the District under the Contract, within the time specified herein, interest on the amount due shall accrue at the rate of ten percent (10%) per annum from the date such payment becomes due, until paid in full with interest as above specified. In the event any such payment is not made within sixty days from date such payment becomes due, the District may, at its option, discontinue the delivery of water to the City until the amount then due the District is paid in full with interest as above specified.

(e) The District may issue additional bonds for this Project and for any other improvements as permitted by the Bond Resolution that authorized the Bonds, after obtaining the approval of the City, without amending the Contract. The Exhibit A attached hereto shall be supplemented to reflect the new Debt Service Requirements for the payment

of principal and interest on the Bonds.

(f) The Parties hereto recognize the statutory and contractual duty of the District to fix and from time to time revise water rates under this Contract so that the revenues of the District will at all times be sufficient to enable the District to pay its operation and maintenance expenses and to pay the principal of and interest on the Bonds. The water charge shall be calculated at the beginning of each fiscal year.

(g) Any mistakes in any calculations or figures shall not alleviate the City's obligation to make payments to the District sufficient to pay the principal of and interest on the Bonds and to pay the City's proportionate share of cost of operating the District.

Section 5. SPECIAL CONDITIONS. (a) The District agrees that it will not sell water to any customer now being served by City or reasonably capable of being served by the City's waterworks distribution system, except with the express written consent of the City.

(b) District shall, subject to Section 6 and the other provisions of this Contract, hold itself ready, willing and able to supply water to City to the extent it is capable.

(c) Title to all water supplied hereunder shall remain in District to the Point of Delivery, and upon passing through the District's meter or meters installed at the specified Point of Delivery such title to the water shall pass to City. Each of the parties hereto shall be responsible for and agrees to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by anyone on account of the transportation, delivery and disposal of said water while title remains in such party.

(d) District shall never have the right to demand payment by City of any obligation assumed or imposed on it under and by virtue of this Contract from funds raised or to be

raised by taxation. City's obligation under this Contract shall never be construed to be a debt of City of such kind as to require it under the laws of this State to levy and collect a tax to discharge such obligation, it being expressly understood by the parties hereto that all payments due by City hereunder are to be made from the revenues received by City from its waterworks system.

(e) City represents and covenants that the water supply to be obtained pursuant to this Contract is essential and necessary to the operation of its waterworks system, and that all payments to be made hereunder by it will constitute reasonable and necessary "Operating Expenses" of City's waterworks system as defined in Article 1113 of the Revised Civil Statutes of Texas of 1925, as amended; and that all such payments will constitute reasonable and necessary operating expenses of the City's waterworks system, under any and all revenue bond issues of City, with the effect that the City's obligation to make payments from its waterworks system revenues under this Contract shall have priority over its obligations to make payment of the principal of and interest on any and all of its revenue bonds.

(f) City agrees to fix and collect such rates and charges for water and services to be supplied by its waterworks system as will make possible the prompt payment of all expenses of operating and maintaining its waterworks system, including all payments contracted hereunder, and the prompt payment of the principal of and interest on its obligations payable from the revenues of its waterworks system.

(g) During any period of time when, in the judgment of the District, there is a critical shortage of water in the sources of supply available to District, which makes it impractical or inadvisable for District to deliver to the City and the City of Eastland and

other Contracting Parties with which it has water supply contracts the full amounts of water required to be delivered thereunder, the water deemed available by the District from its sources of supply, subject to the City's first priority to water in Section 2 hereof, shall be rationed to the Contracting Parties during each month of such period of time, as follows:

(i) there shall be calculated for the City, the City of Eastland and each of the Contracting Parties the total amount of water from all sources actually consumed by such city and Contracting Parties and the customers of the waterworks system during the immediately preceding month; and

(ii) from such total amount of water thus calculated for each City and Contracting Party there shall be deducted the amount of such water which was obtained during said immediately preceding month from any source of water supply owned by each City and Contracting Party and not under control of District; and

(iii) District's available water shall be prorated ratably between such Cities and Contracting Parties in proportion to the aforesaid resulting amounts for each Contracting Party.

Section 6. FORCE MAJEURE. In case by reason of force majeure either party hereto shall be rendered unable wholly or partially to carry out its obligations under this Contract, other than the obligation of City to make the payments required under the terms hereof, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no

longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines or canals, partial or entire failure of water supply, or inability on the part of the District to deliver water hereunder on account of any other causes not reasonably within the control of the District. It is understood and agreed that the settlement of strikes and lockouts shall be difficult, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

Section 7. **TERM OF CONTRACT.** It is recognized that District has issued, sold and delivered, or proposes to issue, sell and deliver its Bonds in order to aid the District in carrying out its obligations under this Contract. It is agreed between the parties hereto that this Contract shall become effective on the date of execution hereof. Thereafter, this Contract shall be and continue in full force and effect through the calendar year 2032.

Section 8. **MODIFICATION.** This Contract may be changed or modified only with the consent of the governing bodies of the District and the City. Such modification may be requested by either party, in which event meetings of such governing bodies shall be held

not less than ninety days after the giving of such notice, at which meetings the requested changes or modifications shall be considered and discussed. No such change or modification may be made which will affect adversely the prompt payment when due of all moneys required to be paid by City under the terms of this Contract, and no such change shall be effective which would cause a violation of any provision of the Bond Resolution.

(b) Should it become necessary or advisable, in the judgment of District, for District to provide any major expansion of its sources of water supply, water production or water transmission facilities during the term of this Contract, which expansion would require the issuance of Additional Bonds by District, District agrees to notify City in writing of its intention to undertake such expansion. Upon receipt of any such notification, City agrees to evaluate its water needs under then existing conditions, and agrees to advise District of the result of such evaluation not later than 60 days after receipt of such notification. If City determines that the improvements are desirable it shall request a joint meeting of the governing bodies of both District and City or hold separate meetings to consider and discuss modification of this Contract in accordance with the provisions of Section 3 hereof.

Section 9. REGULATORY BODIES. This Contract shall be subject to all valid rules, regulations and laws applicable in the State of Texas, or any governing body or agency having lawful jurisdiction, or any authorized representative or agency of any of them.

Section 10. NOTICES. All notices or communications provided for herein shall be in writing and shall be delivered to City or District; and if mailed, shall be sent by registered mail, postage prepaid, addressed to the City of Ranger, Texas 76470, or until otherwise specified by District in writing, to District at its office in Ranger, Texas, 76470.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective Boards of Directors have caused this Contract to be duly executed in several counterparts, each of which shall constitute a duplicate original, all as of the day and year first written above.

EASTLAND COUNTY WATER SUPPLY DISTRICT

By *[Signature]*
President, Board of Directors

ATTEST:

[Signature]
Secretary, Board of Directors

(DISTRICT'S SEAL)

CITY OF RANGER, TEXAS

By *[Signature]*
Mayor

ATTEST:

[Signature]
City Secretary

(CITY SEAL)

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION CONTRACT NO. 3 WITH EASTLAND COUNTY WATER SUPPLY DISTRICT, APPROVING ISSUANCE OF BONDS BY EASTLAND COUNTY WATER SUPPLY DISTRICT, AND RESOLVING OTHER MATTERS RELATED THERETO

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

WHEREAS, Eastland County Water Supply District ("District") and the City of Ranger ("City") entered into a Water Supply Contract dated as of June 1, 1992 ("Contract") pursuant to Article 8280-139, V.A.T.C.S. and Article 4413(32c), V.A.T.C.S., now codified as Chapter 791 of the Government Code, as amended and modified by Modification Contract No. 1 dated as of September 1, 1997 (collectively, the "Contract").

WHEREAS, the District issued Eastland County Water Supply District Water Supply Revenue Bonds, Series 1992, in the aggregate principal amount of \$1,850,000 ("Series 1992 Bonds");

WHEREAS, under the Contract the City agreed to pay a proportionate share of the operating costs of the District and a proportionate share of the debt service payments on the 1992 Bonds;

WHEREAS, the District intends to issue its Water Supply Revenue Bonds, Series 2011 (the "2011 Bonds"), to fund the costs of water treatment plant construction and rehabilitation and a transmission line (the "2011 Project");

WHEREAS, the 2011 Bonds are to be issued as "Additional Bonds" as authorized by the 1992 Resolution;

WHEREAS, the Contract provides in Section 8 thereof that the District may modify the Contract with approval of the City, as long as such modification does not adversely affect the prompt payment when due, of all moneys required to be paid to the City pursuant to the terms of the Contract, and no such change shall be effective which will cause any violation of any provisions of the Bond Resolution that authorize such Bonds;

WHEREAS, this City Council hereby finds and determines that it is necessary and in the best interests of the City to amend and modify the Contract in order to provide for the City to pay a proportionate share of the debt service requirements of the 2011 Bonds; and

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS:

Section 1. Modification Contract No. 3. The City Council hereby approves Modification Contract No. 3, substantially in the form attached hereto as Exhibit A, and the Mayor is hereby authorized to execute and the City Secretary Modification Contract No. 3 on behalf of the City, as provided below.

Section 2. Execution of Modification Contract No. 3. Modification Contract No. 3 is hereby amended as provided herein upon execution by the Mayor and the City Secretary. The Mayor is hereby authorized to execute Modification Contract No. 3, upon the receipt of a written letter from the President of the Board of Directors of the District, advising the City that the District has adopted a resolution authorizing the issuance of the Bonds at a true interest cost not in excess of _____% with the District's debt service described in Exhibit A which shall be attached to this Ordinance, and the Contract is hereby amended by Modification Contract No. 3, and such Modification Contract No. 3, as amended and modified, is hereby ratified and confirmed.

Section 3. Approval of District's 2011 Bonds. The City hereby approves the authorization and issuance of the 2011 Bonds by the District with the debt service and reserve for the 2011 Bonds set forth in the attached Exhibit A.

Section 4. Further Action. The Mayor, Mayor Pro Tem, City Manager, City Secretary and Director of Finance of the City are hereby instructed to do any and all things necessary in order to accomplish execution and delivery of Modification Contract No. 3 and to carry out the intent and purpose of this Ordinance.

Execution Page Follows

PASSED, APPROVED and ADOPTED on _____.

Mayor, City of Ranger, Texas

ATTEST:

City Secretary, City of Ranger, Texas

CITY SEAL

EXHIBIT A

MODIFICATION CONTRACT NO. 3

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS :
COUNTY OF EASTLAND :
EASTLAND COUNTY WATER SUPPLY DISTRICT :

We, the undersigned officers of said District, hereby certify as follows:

1. The Board of Directors of said District convened in REGULAR MEETING ON THE 15TH DAY OF MAY, 2003, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Board of Directors, to-wit:

Tom Crowder, President
Edwin Lummuns, Vice President
Mary Wells, Secretary
Bobby G. Adams
Wayne Jones
David Rogers
James Landtroop
Ken Chapman
Tommy Warford

and all of said persons were present, except the following members: James Landtroop & David Rogers thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION AUTHORIZING THE EXECUTION OF MODIFICATION CONTRACT NO. 1 TO THE EASTLAND COUNTY WATER SUPPLY DISTRICT WATER SUPPLY CONTRACT - CITY OF RANGER, TEXAS

was duly introduced for the consideration of said Board of Directors and read in full; it was then duly moved and seconded that said Resolution be passed to become effective immediately; and, after due discussion, said motion carrying with it the passage of said Resolution, prevailed and carried by the following vote:

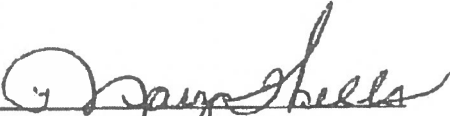
AYES: All members of said Board of Directors shown present above voted Aye".


NOES: None.

2. That a true, full and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board of Directors' minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board of Directors' minutes of said Meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board of Directors as indicated therein; that each of the officers and members of said Board of Directors was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the President of said District has approved and hereby approves the aforesaid Resolution; that the President and the Secretary of the Board of Directors of said District have duly signed said Resolution; and that the President and the Secretary of the Board of Directors of said District hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED the 15th day of May, 2003.


Secretary, Board of Directors


President, Board of Directors

(SEAL)

RESOLUTION AUTHORIZING THE EXECUTION OF MODIFICATION CONTRACT NO. 1 TO THE EASTLAND COUNTY WATER SUPPLY DISTRICT WATER SUPPLY CONTRACT - CITY OF RANGER, TEXAS

THE STATE OF TEXAS :
COUNTY OF EASTLAND :
EASTLAND COUNTY WATER SUPPLY DISTRICT :

WHEREAS, the City of Ranger ("City") in Eastland County, Texas, is a city duly organized and existing pursuant to the Constitution and general laws of the State of Texas; and

WHEREAS, the City entered into a Modification Contract No. 1 ("Modification Contract") of the Eastland County Water Supply District Water Supply Contract, dated June 1, 1992 ("Contract"), in order to extend the term of Contract to the calendar year 2044 by modification of Section 7 of such Contract.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF EASTLAND COUNTY WATER SUPPLY DISTRICT:

1. That the District is hereby authorized to enter into a Modification Contract with the City, which Modification Contract is substantially in the form attached hereto as Exhibit A and made a part hereof for all purposes.
2. That the President and the Secretary of the Board of Directors are hereby instructed to execute such Modification Contract on behalf of the District.
3. That this Resolution shall go into effect immediately.

SIGNED AND SEALED the 15TH day of May, 2003

EASTLAND COUNTY WATER SUPPLY DISTRICT



President, Board of Directors

ATTEST:



Secretary, Board of Directors

(SEAL)

MODIFICATION CONTRACT NO. 1

THE STATE OF TEXAS	§
COUNTY OF EASTLAND	§
EASTLAND COUNTY WATER SUPPLY DISTRICT	§

Eastland County Water Supply District ("District") and the City of Ranger ("City") have entered into a Water Supply Contract dated as of June 1, 1992 ("Contract") pursuant to Article 8280-139, V.A.T.C.S. and Article 4413(32c), V.A.T.C.S., now codified as Chapter 791 of the Government Code.

W I T N E S S E T H:

WHEREAS, the District has authorized the issuance of Eastland County Water Supply District Water Supply Revenue Bonds, Series 1992, in the aggregate principal amount of \$1,850,000 ("Series 1992 Bonds") at the same time that the Contract was executed; and

WHEREAS, the Contract provides in Section 8 thereof that the District may modify the Contract with approval of the City, as long as such modification does not adversely affect the prompt payment when due, of all moneys required to be paid to the City pursuant to the terms of the Contract, and no such change shall be effective which will cause any violation of any provisions of the Bond Resolution that authorized such Bonds; and

WHEREAS, the City has requested the District to amend "Section 7. TERM OF CONTRACT" in order to increase the term of the Contract from the calendar year 2032 to the calendar year 2044; and

WHEREAS, the governing bodies of the City and the District have agreed to this modification which is hereby found to be consistent with the provisions of the Contract.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the City and the District agrees to this modification to the Contract originally dated as of June 1, 1992, as modified, to-wit:

Section 1. That the terms of the Contract is hereby extended to the calendar year 2044 and that Section 7. TERMS OF CONTRACT is hereby amended and modified to read as follows:

Section 7. TERM OF CONTRACT. It is recognized that the District has issued, sold and delivered, or proposes to issue, sell and deliver its Bonds in order to aid the District in carrying out its obligations under this Contract. It is agreed between the parties hereto that this Contract shall become effective on the date of execution hereof. Thereafter, this Contract shall be and continue in full force and effect through the calendar year 2044.

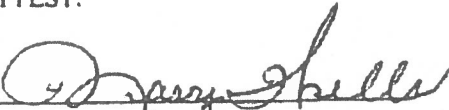
Section 2. That the Contract is amended and modified, and is hereby reaffirmed by the City and the District and that all of the provisions of the Contract are hereby re-adopted by the City and the District.

IN WITNESS WHEREOF, the parties hereto acting under the authority of the respective bodies have cause this Modification Contract No. 1 to the Water Supply Contract to be duly executed in several counterparts, each of which shall constitute a duplicate original, all as of the 1st day of June, 2003.

EASTLAND COUNTY WATER SUPPLY DISTRICT

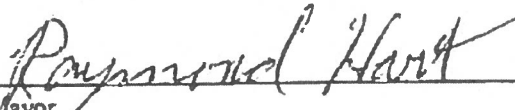
By 
President, Board of Directors

ATTEST:


Secretary, Board of Directors

(DISTRICT'S SEAL)

CITY OF RANGER, TEXAS

By 
Mayor

ATTEST:


City Secretary

(CITY SEAL)

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §

COUNTY OF EASTLAND §

EASTLAND COUNTY WATER SUPPLY DISTRICT

We, the undersigned officers of said District, hereby certify as follows:

1. The Board of Directors of said District convened in REGULAR MEETING ON THE 18TH DAY OF MARCH, 2010, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Board of Directors, to-wit:

Bobby R. Green, President
Don Griffin, Vice-President
Mary Wells, Secretary
T.D. Crowder
Kenneth Brown
Kenneth Chapman
Don Greenroy
Wayne Jones

and all of said persons were present, except the following members: _____
thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION AUTHORIZING THE EXECUTION OF MODIFICATION
CONTRACT NO. 2 TO THE EASTLAND COUNTY WATER SUPPLY DISTRICT
WATER SUPPLY CONTRACT-CITY OF RANGER, TEXAS**

was duly introduced for the consideration of said Board of Directors and read in full; it was then duly moved and seconded that said Resolution be passed to become effective immediately; and, after due discussion, said motion carrying with it the passage of said Resolution, prevailed and carried by the following vote:

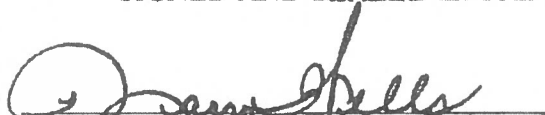
AYES: All members of said Board of Directors shown present voted "Aye".


NOES: None.

2. That a true, full and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board of Directors' minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board of Directors' minutes of said Meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board of Directors as indicated therein; that each of the officers and members of said Board of Directors was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the President of said District has approved and hereby approves the aforesaid Resolution; that the President and the Secretary of the Board of Directors of said District have duly signed said Resolution; and that the President and the Secretary of the Board of Directors of said District hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED the 18th day of March, 2010.


Secretary, Board of Directors


President, Board of Directors

(SEAL)

**RESOLUTION AUTHORIZING THE EXECUTION OF MODIFICATION
CONTRACT NO. 2 TO THE EASTLAND COUNTY WATER SUPPLY DISTRICT
WATER SUPPLY CONTRACT-CITY OF RANGER, TEXAS**

THE STATE OF TEXAS §

COUNTY OF EASTLAND §

EASTLAND COUNTY WATER SUPPLY DISTRICT

WHEREAS, the City of Ranger ("City") in Eastland County, Texas, is a city duly organized and existing pursuant to the Constitution and general laws of the State of Texas; and

WHEREAS, the City entered into a Modification Contract No. 2 ("Modification Contract") of the Eastland County Water Supply Contract, dated June 1, 1992 ("Contract"), in order to increase the maximum authorized monthly purchase quantity of water to be delivered to the City to 55.0 MG by modification Section 2 of such contract.

**THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
EASTLAND COUNTY WATER SUPPLY DISTRICT:**

1. That the District is hereby authorized to enter into a Modification Contract with the City, which Modification Contract is substantially in the form attached hereto as Exhibit A and made a part hereof for all purposes.
2. That the President and the Secretary of the Board of Directors are hereby instructed to execute such Modification Contract on behalf of the District.
3. That this Resolution shall go into effect immediately.

SIGNED AND SEALED the 18th day of March, 2010.

EASTLAND COUNTY WATER SUPPLY DISTRICT

By: 
President, Board of Directors

ATTEST:


Secretary, Board of Directors

(SEAL)

MODIFICATION CONTRACT NO. 2

THE STATE OF TEXAS §
COUNTY OF EASTLAND §
EASTLAND COUNTY WATER SUPPLY DISTRICT §

Eastland County Water Supply District ("District") and the City of Ranger ("City") have entered into a Water Supply Contract dated as of June 1, 1992 ("Contract") pursuant to Article 8280-139, V.A.T.C.S. and Article 4413(32c), V.A.T.C.S., now codified as Chapter 791 of the Government Code.

WITNESSETH:

WHEREAS, the District has authorized the issuance of Eastland County Water Supply District Water Supply Revenue Bonds, Series 1992, in the aggregate principal amount of \$1,850,000 ("Series 1992 Bonds") at the same time that the Contract was executed; and

WHEREAS, the Contract provides in Section 8 thereof that the District may modify the Contract with approval of the City, as long as such modification does not adversely affect the prompt payment when due, of all moneys required to be paid to the City pursuant to the terms of the Contract, and no such change shall be effective which will cause any violation of any provisions of the Bond Resolution that authorized such Bonds; and

WHEREAS, the City has requested the District to amend "Section 2. QUANTITY, QUALITY, POINTS OF DELIVERY, MEASURING EQUIPMENT, UNIT OF MEASUREMENT AND DELIVERY PRESSURE" in part in order to increase the maximum authorized monthly purchase quantity of water to be delivered to the City from 48.0 MG to 55.0 MG; and

WHEREAS, the governing bodies of the City and the District have agreed to this modification which is hereby found to be consistent with the provisions of the Contract.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the City and the District agree to this modification to the Contract originally dated as of June 1, 1992, as modified, to-wit:

Section 1. That the maximum authorized monthly purchase quantity of water to be delivered to the City is hereby increased to 55.0 MG and that Section 2. QUANTITY, QUALITY, POINTS OF DELIVERY, MEASURING EQUIPMENT, UNIT OF MEASUREMENT AND DELIVERY PRESSURE is hereby amended and modified in part to read as follows:

The maximum authorized monthly purchase quantity of water to be delivered to the City is 55.0 MG.

Section 2. That the Contract is hereby amended and modified, and is hereby

reaffirmed by the City and the District subject to this amendment and modification and to modification no. 1.

IN WITNESS WHEREOF, the parties hereto acting under the authority of the respective bodies have caused this Modification Contract No. 2 to the Water Supply Contract to be duly executed in several counterparts, each of which shall constitute a duplicate original, all as of the 18th day of March, 2010.

EASTLAND COUNTY WATER SUPPLY DISTRICT

By *Bobby A. Green*
President, Board of Directors

ATTEST:

Darryl Shells
Secretary, Board of Directors

(DISTRICT'S SEAL)

CITY OF RANGER, TEXAS

By *Margaret Green*
Mayor

ATTEST:

Dwight E. Green
City Secretary

(CITY SEAL)

CERTIFICATE FOR RESOLUTION

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

We, the undersigned Mayor and City Secretary of the City of Ranger, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on November 14, 2011, at the scheduled meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

- Raymond Hart, Mayor
Troy Emery, Mayor Pro Tem
Connie Hovey, Council Member
Ben Yarbrough, Council Member

and all of said persons were present, except Commissioner Ben Yarbrough, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution

AUTHORIZING APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; DESIGNATING CERTAIN CONSULTANTS; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

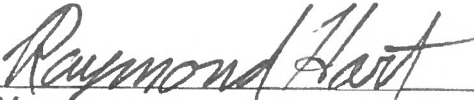
was duly introduced for consideration and passage. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTENTIONS: _____

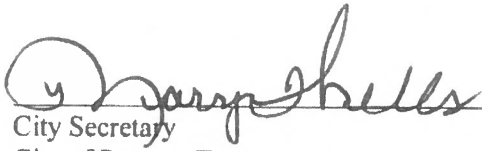
2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting members of said City Council as indicated therein; each of said officers and member was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Texas Government Code, Chapter 551.

3. The Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED this November 14, 2011.



Mayor
City of Ranger, Texas



City Secretary
City of Ranger, Texas

(CITY SEAL)

RESOLUTION 2011-11-14

AUTHORIZING APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; DESIGNATING CERTAIN CONSULTANTS; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

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

WHEREAS, the City of Ranger, Texas (the "City") hereby finds and determines that there is an urgent need for the construction of improvements to the City's sewer system; and

WHEREAS, such capital improvements cannot be reasonably financed unless financial assistance is obtained from the Texas Water Development Board; and

WHEREAS, in accordance with the rules of the Texas Water Development Board, the City has requested proposals from entities that are qualified to represent the City as its engineering firm, financial advisor and bond counsel in connection with the financial assistance from the Texas Water Development Board for the construction of improvements to the City's sewer system;

WHEREAS, it is hereby officially found and determined: that public notice of the time, place, and purpose of said meeting was given, all as required by Texas Government Code, Chapter 551.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANGER:

1. An application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$4,405,000,000 to provide funds to pay the costs for improvements to the City's sewer system, including constructing and equipping a wastewater treatment plant.

2. That the Mayor of said City is hereby designated the authorized representative of the City for the purpose of furnishing such information and executing such documents as may be required in connection with the preparing and filing of such application for financial assistance and with complying with the rules of the Texas Water Development Board.

3. That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City before any hearing held by the Texas Water Development Board on such application, to-wit:

Financial Advisor Mr. George Williford
Mr. Erick Macha
First Southwest Company
325 North St. Paul Street, Suite 800
Dallas, Texas 75201

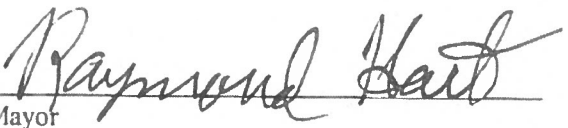
Bond Counsel Mr. Leroy Grawunder
Mr. Jeff Gulbas
McCall, Parkhurst & Horton L.L.P.
717 North Harwood Street, Suite 900
Dallas, Texas 75201

Engineer

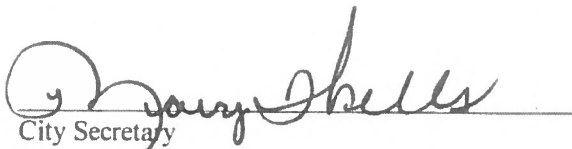
Mr. Ken Martin
Mr. Bryce Campbell
Jacob & Martin, LTD.
3465 Curry Lane
Abilene, Texas 79606

4. That this Resolution shall become effective immediately upon adoption.

SIGNED AND SEALED this November 14, 2011.



Mayor
City of Ranger, Texas



City Secretary
City of Ranger, Texas

(CITY SEAL)

MODIFICATION CONTRACT NO. 3

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

Eastland County Water Supply District ("District") and the City of Ranger ("City") have entered into a Water Supply Contract dated as of June 1, 1992 ("Contract") pursuant to Article 8280139, V.A.T.C.S. and Article 4413(32c), V.A.T.C.S., now codified as Chapter 791 of the Government Code, as amended and modified by Modification Contract No. 1 dated as of June 1, 2003, and by Modification Contract No. 2 dated as of March 18, 2010 (collectively, the "Contract").

WITNESSETH:

WHEREAS, pursuant to a resolution adopted June 4, 1992 (the "1992 Resolution") the District authorized the issuance of Eastland County Water Supply District Water Supply Revenue Bonds, Series 1992, in the aggregate principal amount of \$1,850,000 ("Series 1992 Bonds");

WHEREAS, under the Contract the City agreed to pay a proportionate share of the operating costs of the District and a proportionate share of the debt service payments on the 1992 Bonds;

WHEREAS, the District also entered into a water supply contract with the City of Eastland, Texas (the "Eastland Contract") pursuant to which the City of Eastland agreed to pay a proportionate share of the operating costs of the District and a proportionate share of the debt service payments on the 1992 Bonds;

WHEREAS, the District intends to issue its Water Supply Revenue Bonds, Taxable Series 2012 (the "2012 Bonds"), to fund the costs of water treatment plant construction and rehabilitation and a transmission line as described in the Eastland County Water Supply District Water System Improvements Preliminary Engineering Feasibility Report prepared by Enprotec/Hibbs & Todd, the District's consulting engineers (the "2012 Project");

WHEREAS, the 2012 Bonds are to be issued as "Additional Bonds" as authorized by the 1992 Resolution;

WHEREAS, the Contract provides in Section 8 thereof that the District may modify the Contract with approval of the City, as long as such modification does not adversely affect the prompt payment when due, of all moneys required to be paid to the City pursuant to the terms of the Contract, and no such change shall be effective which will cause any violation of any provisions of the Bond Resolution that authorize such Bonds;

WHEREAS, the City and the District desire to amend and modify the Contract in order to provide for the City to pay a proportionate share of the debt service requirements of the 2012 Bonds;

WHEREAS, the District intends to amend and modify the Eastland Contract to provide for the City of Eastland to pay a proportionate share of the debt service requirements of the 2012 Bonds; and

WHEREAS, the governing bodies of the City and the District have agreed to this modification which is hereby found to be consistent with the provisions of the Contract.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the City and the District agree to this modification to the Contract as follows:

Section 1. The City approves and agrees to the issuance of the 2012 Bonds to pay the costs of the Project. The District and the City hereby affirm and agree that the "Debt Service Requirements" as provided in the Contract shall include the amounts required for the payment of principal and interest on the 2012 Bonds, including reserve and contingency requirements. Exhibit A to the Contract is hereby supplemented and modified as set forth in Exhibit A attached hereto to reflect the Debt Service Requirements for the payment of principal and interest on the 1992 Bonds and the 2012 Bonds.

Section 2. The Contract as amended and modified is hereby reaffirmed by the City and the District and all of the provisions of the Contract are hereby re-adopted by the City and the District.

Section 3. The City agrees to provide such financial information and operating data with respect to the City as may be necessary for the District to comply with its continuing disclosure requirements with respect to the Bonds imposed by Securities and Exchange Commission Rule 15c2-12.

(Execution page follows)

IN WITNESS WHEREOF, the parties hereto acting under the authority of the respective bodies have caused this Modification Contract No. 3 to the Water Supply Contract to be duly executed in several counterparts, each of which shall constitute a duplicate original, all as of the 16th day of February, 2012.

EASTLAND COUNTY WATER SUPPLY DISTRICT

By: Don Duffin
President, Board of Directors

ATTEST:

Lissy Crawley
Secretary, Board of Directors

(DISTRICT SEAL)

CITY OF RANGER, TEXAS

By: Raymond Hart
Mayor

ATTEST:

Janice Sheena
City Secretary

(CITY SEAL)

Exhibit A

Eastland County Water Supply District
Water Supply Revenue Bonds, Taxable Series 2012

Year	Existing Water Supply Revenue Bonds, Series 1992	Series 2012 - 3/26/2012			Combined Debt Service Requirements	Year
	Debt Service	Principal	Interest	Debt Service		
2012	\$ 109,750	\$ -	\$ 41,204	\$ 41,204	\$ 150,954	2012
2013	107,750	-	156,142	156,142	263,892	2013
2014	110,625	-	156,142	156,142	266,767	2014
2015	108,375	70,000	155,971	225,971	334,346	2015
2016	111,000	70,000	155,505	225,505	336,505	2016
2017	108,500	70,000	154,868	224,868	333,368	2017
2018	110,875	70,000	153,937	223,937	334,812	2018
2019	108,125	70,000	152,590	222,590	330,715	2019
2020	110,250	75,000	150,885	225,885	336,135	2020
2021	107,250	75,000	148,890	223,890	331,140	2021
2022	109,125	75,000	146,685	221,685	330,810	2022
2023	105,875	80,000	144,158	224,158	330,033	2023
2024	107,500	80,000	141,302	221,302	328,802	2024
2025	108,875	85,000	138,152	223,152	332,027	2025
2026	110,000	90,000	134,659	224,659	334,659	2026
2027	110,875	90,000	130,974	220,974	331,849	2027
2028	106,625	95,000	127,087	222,087	328,712	2028
2029	107,250	100,000	122,819	222,819	330,069	2029
2030	107,625	105,000	118,190	223,190	330,815	2030
2031	107,750	110,000	113,183	223,183	330,933	2031
2032	107,625	115,000	107,748	222,748	330,373	2032
2033		120,000	101,948	221,948	221,948	2033
2034		130,000	95,690	225,690	225,690	2034
2035		135,000	88,965	223,965	223,965	2035
2036		140,000	81,841	221,841	221,841	2036
2037		150,000	74,176	224,176	224,176	2037
2038		155,000	66,063	221,063	221,063	2038
2039		165,000	57,551	222,551	222,551	2039
2040		175,000	48,507	223,507	223,507	2040
2041		185,000	38,931	223,931	223,931	2041
2042		195,000	28,618	223,618	223,618	2042
2043		205,000	17,558	222,558	222,558	2043
2044		215,000	5,945	220,945	220,945	2044
	<u>\$ 2,281,625</u>	<u>\$ 3,495,000</u>	<u>\$ 3,556,877</u>	<u>\$ 7,051,877</u>	<u>\$ 9,333,502</u>	

WHEREAS, the City and the District desire to amend and modify the Ranger Contract in order to provide for the City to pay a proportionate share of the debt service requirements of the 2019 Bonds, to change the point of delivery of water to the City, and to increase the term of the Ranger Contract from the calendar year 2044 to the calendar year 2050;

WHEREAS, the District intends to amend and modify the Eastland Contract to provide for the City of Eastland to pay a proportionate share of the debt service requirements of the 2019 Bonds; and

WHEREAS, the governing bodies of the City and the District have agreed to this modification which is hereby found to be consistent with the provisions of the Ranger Contract.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the City and the District agree to this modification to the Ranger Contract as follows:

Section 1. The City approves and agrees to the issuance of the 2019 Bonds to pay the costs of the Project. The District and the City hereby affirm and agree that the "Debt Service Requirements" as provided in the Ranger Contract shall include the amounts required for the payment of principal and interest on the 2019 Bonds, including reserve and contingency requirements. Exhibit A to the Ranger Contract is hereby supplemented and modified as set forth in Exhibit A attached hereto to reflect the Debt Service Requirements for the payment of principal and interest on the 1992 Bonds, the 2012 Bonds, and the 2019 Bonds.

Section 2. The fourth paragraph in Section 2 of the Ranger Contract entitled "POINTS OF DELIVERY", is hereby deleted and replaced in its entirety as follows:

"POINT OF DELIVERY. The point of delivery of water to the City shall be at that point located at the District's water treatment plant located at 726 Highway 2461, Ranger, Texas."

Section 3. The term of the Ranger Contract is hereby extended to the calendar year 2050 and Section 7 of the Ranger Contract is hereby amended and modified to read as follows:

"Section 7. TERM OF CONTRACT. It is recognized that the District has issued, sold and delivered, or proposes to issue, sell and deliver its Bonds in order to aid the District in carrying out its obligations under this Contract. It is agreed between the parties hereto that this Contract shall become effective on the date of execution hereof. Thereafter, this Contract shall be and continue in full force and effect through the calendar year 2050."

Section 4. The Ranger Contract as amended and modified is hereby reaffirmed by the City and the District and all of the provisions of the Ranger Contract are hereby re-adopted by the City and the District.

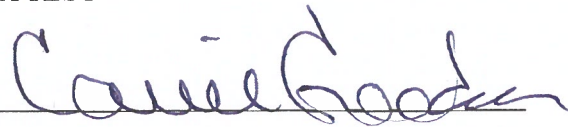
Section 5. The City agrees to provide such financial information and operating data with respect to the City as may be necessary for the District to comply with its continuing disclosure requirements with respect to the Bonds imposed by Securities and Exchange Commission Rule 15c2-12, as said rule may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto acting under the authority of the respective bodies have caused this Modification Contract No. 4 to the Water Supply Contract to be duly executed in several counterparts, each of which shall constitute a duplicate original, all as of the 1st day of July, 2019.

EASTLAND COUNTY WATER SUPPLY DISTRICT

By 
President, Board of Directors

ATTEST



(DISTRICT'S SEAL)



CITY OF RANGER, TEXAS

By 
Mayor

ATTEST



(CITY SEAL)

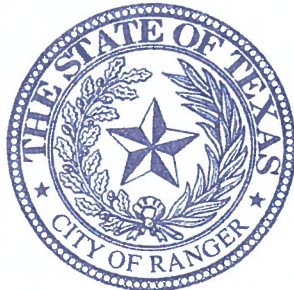


EXHIBIT A

Eastland County Water Supply District Texas Water Development Board - Drinking Water State Revolving Fund Loan

A	B	C	D	E	F	G	H	I	J	
FYE	Water Sup Series 1992	Water Sup Series 2012	2019 DWSRF WITH LOAN FORGIVENESS						Combined Requirements	FYE
	Existing Debt		S\$805,000 - 30 year Principal		60.00% Eastland Debt Service (1)		40.00% Ranger Debt Service (1)			
			Principal	Interest	Debt Service	Debt Service	Debt Service (1)			
2018	\$ 110,875	\$ 223,937	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 334,812	2018	
2019	108,125	222,590	-	-	-	-	-	330,715	2019	
2020	110,250	225,885	-	-	-	-	-	336,135	2020	
2021	107,250	223,890	30,000	-	30,000	30,000	18,000	361,140	2021	
2022	109,125	221,685	30,000	-	30,000	30,000	18,000	360,810	2022	
2023	105,875	224,158	30,000	-	30,000	30,000	18,000	360,033	2023	
2024	107,500	221,302	30,000	-	30,000	30,000	18,000	358,802	2024	
2025	108,875	223,152	30,000	-	30,000	30,000	18,000	362,027	2025	
2026	110,000	224,659	30,000	-	30,000	30,000	18,000	364,659	2026	
2027	110,875	220,974	30,000	-	30,000	30,000	18,000	361,849	2027	
2028	106,625	222,087	30,000	-	30,000	30,000	18,000	358,712	2028	
2029	107,250	222,819	30,000	-	30,000	30,000	18,000	360,069	2029	
2030	107,625	223,190	30,000	-	30,000	30,000	18,000	360,815	2030	
2031	107,750	223,183	25,000	-	25,000	25,000	15,000	355,933	2031	
2032	107,625	222,748	25,000	-	25,000	25,000	15,000	355,373	2032	
2033		221,948	25,000	-	25,000	25,000	15,000	246,948	2033	
2034		225,690	25,000	-	25,000	25,000	15,000	250,690	2034	
2035		223,965	25,000	-	25,000	25,000	15,000	248,965	2035	
2036		221,841	25,000	-	25,000	25,000	15,000	246,841	2036	
2037		224,176	25,000	-	25,000	25,000	15,000	249,176	2037	
2038		221,063	25,000	-	25,000	25,000	15,000	246,063	2038	
2039		222,551	25,000	-	25,000	25,000	15,000	247,551	2039	
2040		223,507	25,000	-	25,000	25,000	15,000	248,507	2040	
2041		223,931	25,000	-	25,000	25,000	15,000	248,931	2041	
2042		223,618	25,000	-	25,000	25,000	15,000	248,618	2042	
2043		222,558	25,000	-	25,000	25,000	15,000	247,558	2043	
2044		220,945	25,000	-	25,000	25,000	15,000	245,945	2044	
2045			25,000	-	25,000	25,000	15,000	25,000	2045	
2046			25,000	-	25,000	25,000	15,000	25,000	2046	
2047			25,000	-	25,000	25,000	15,000	25,000	2047	
2048			25,000	-	25,000	25,000	15,000	25,000	2048	
2049			25,000	-	25,000	25,000	15,000	25,000	2049	
2050			30,000	-	30,000	30,000	18,000	30,000	2050	
	\$ 1,625,625	\$ 6,022,046	\$ 805,000	\$ -	\$ 805,000	\$ 805,000	\$ 483,000	\$ 322,000	\$ 8,452,671	

(1) Eastland and Ranger portions presented at approximately 60% and 40% (based on three year average). Portion percentages changes annually based on previous year usage.



HilltopSecurities
A Hilltop Holdings Company

Policy supplied
after request

BE IT RESOLVED THAT EASTLAND COUNTY WATER SUPPLY DISTRICT (ECWSD) HEREBY ADOPTS THE FOLLOWING POLICY FOR NEW WATER SERVICE TAPS THAT CONNECT TO THE DISTRICT'S WATER TRANSMISSION LINES:

- 1. New water service tap applications shall be scrutinized and approved only by the ECWSD Board of Directors.**
- 2. New water service tap applications will only be allowed or received from the City of Eastland, Texas or the City of Ranger, Texas Public Works Departments along with signed written consent for application by the respective City's Mayor.**
- 3. New water service taps will be installed only by an ECWSD approved contractor.**
- 4. All charges (materials, labor, permits and machinery) necessary for the new water service tap will be invoiced from ECWSD to the respective City at cost plus 25 %.**
- 5. Upon installation of a new water service tap, the requesting City shall be responsible for connecting the new water service line to the new water service tap and assume all responsibility for that connection and the new connecting water service line or lines.**
- 6. The City requesting the new water service tap shall assume and relieve ECWSD from all responsibilities for the new water service tap, including but not limited to all connecting water line or lines, any or all water loss from the new water service tap installation, any and all future water line breakage or water loss caused by water line breakage, water meter and water meter installation, water pressure loss and markings or other means of identification for the new water service tap and connecting water lines.**

Minutes Passing Policy

Page 658

Minutes of the meeting of the Board of Directors of Eastland County Water Supply District held Thursday December 20, 2018 at 6:00 PM in the District's meeting room at the Filtration Plant on Merriman Road (802 FM 2461 S.) Ranger, Texas with the following Directors and visitors present:

Steve Gerdes	President	Ken Chapman	Vice President
Bob Green	Director	Charles Calvert	Director
David Ahrlett	Director	Carrie Goodman	Secretary
Bobby Adams	Director		

Also present was Robert Alvarez with the City of Ranger, Ron Duncan with the City of Eastland, Scott Hay with EHT, Directors Don Griffin and Mark Pipkin were not present.

It being 6:00 p.m. and there being a quorum present, President Gerdes called the meeting to order. President Gerdes offered a prayer and led the pledge.

Scott with EHT updated the board on the plant project see attached.

Since Cris Parker with HDR could not be present. President Gerdes stated 60% of the design for the downstream slope is complete. HDR plans to have it ready to send off in February.

Ron Duncan with the City of Eastland stated that pump #3 only ended up having a pin size hole in the copper tubing and has been repaired. Robert Alvarez with the City of Ranger stated he saw the TTHM reports for the plant online and it was great to see how good they looked.

Comments from the board included President Gerdes informing the board the operators found a new flow meter in the old plant and Frank Clark will be here next week to install it in place of the loaner meter on the Ranger line. Clark has not started the rebuild of the old Ranger meter the cost to rebuild is \$2645.00 or a new meter would be \$4275.00. Scott Hay with EHT stated the board would need to make sure a rebuilt meter would be compatible with the new plant. Director Green stated he would like to know the warranties on both options and Director Calvert wanted to know if a meter went out how long it would take to get a new one. President Gerdes stated he would get with Clark for more information. President Gerdes stated the lagoon pond will soon need to be cleaned and that it hasn't been a year since the last cleaning. Scott Hay stated a mixer could be added in the pond and could keep the District from having to clean the pond. Estimated cost of a mixer is \$10,000 to \$15,000 compared to the cost of cleaning the pond at \$30,000. The last of the Ranger water line on the south end will be done later tomorrow and Flint Stone will begin working on the tie ins after the Holidays. We will coordinate with the City of Ranger in the flushing and sensitization of the new line. President Gerdes informed the board he has instructed Lake Caretaker Alan to no longer allow duck hunting on Lake Leon. A land owner has complained of hunters going onto private property and stating they were given permission from the Water District to be there. Game warden Lee Dycus has been

informed of the no duck hunting and will work with the District to help prevent further problems. At this time Carrie announced it was election time and the following Directors will need to pick up their petition forms on Jan 16th Griffin, Ahrllett, Adams and Green.

No action needed from Engineer Report

Motion was made by VP Chapman, seconded by Director Green to table the meter rebuild until more information could be gathered.

****Motion Passed****

After review and discussion motion was made by VP Chapman, seconded by Director Ahrllett to approve assignment of Lake Lease Lot 23 to Ronda Latham & Paula Phillips.

****Motion Passed****

President Gerdes stated HDR recommends GHB Equipment Co for the upstream slope emergency repair phase 2, package 1 sheet pile wall contract with bid of \$372,050.00. Motion was made by Director Green, seconded by Director Adams to award GHB Equipment the contract.

****Motion Passed****

After review of the amended 2019 Budget motion was made by Director Green, seconded by Director Calvert to approve the amended 2019 budget.

****Motion Passed****

After review and discussion motion was made by Director Green, seconded by Director Ahrllett to table the Unbudgeted Emergency Repairs and Expenses Resolution until next month.

****Motion Passed****

After review and discussion motion was made by VP Chapman, seconded by Director Ahrllett to adopt the policy regarding the installation of new water service taps on ECWSD's main water transmission lines with 25% added to line 4 of the policy.

****Motion Passed****

After review of the November 15th & 20th minutes motion was made by Director Ahrllett, seconded by VP Chapman to approve the minutes. Director Calvert abstained.

****Motion Passed****

After review of the monthly financials motion was made by Director Green, seconded by Director Ahrllett to accept the monthly financial report.

****Motion Passed****

After review and discussion motion was made by VP Chapman, seconded by Director Adams to accept the monthly expenses with add ons: Higginbothams \$118.70, A quality steel \$224.74, LCM \$3507.00, DonaldCate \$600.00, Abilene Reporter News \$104.17 and Flint Stone Services \$900.00

****Motion Passed****

Page 656 *100*

Minutes from December 20, 2018 meeting continued from page 655. *63*

Motion was made by Director Adams, seconded by Director Green to reimburse Secretary Goodman for travel expenses for the previous month.

****Motion Passed****

After review and discussion motion was made by Director Green, seconded by VP Chapman to approve employee Christmas bonuses with Mark, Carrie and Franz to receive 50.00 more than last year all others to be the same as last year.

****Motion Passed****

On the plant update VP Chapman stated in regards to housing over #3 filter value he and Director Ahrlett did some measuring and are going to look and see what they can do to help at least until the new plant is up and running. He also stated there still needs to be some cleaning, dusting etc done at the plant.

Motion was made by Director Green to adjourn, seconded by Director Ahrlett.

****Motion Passed****

Meeting adjourned at 7:55pm


STEVE GERDES, PRESIDENT

ATTEST:


CARRIE GOODMAN, SECRETARY

Ranger City Manager

1

From: Ranger City Manager
Sent: Monday, June 26, 2023 2:38 PM
To: Steve Gerdes
Subject: Water Tap

Steve,
Carrie sent me the policy regarding taps.

Can we receive a quote for a tap located at 1333 West Loop 254?
We have all the materials for the tap and the hole is already dug.

Savannah Fortenberry

City Manager
City of Ranger
254-647-3522 (Office)
www.rangertx.gov

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Ranger City Manager

2

From: Ranger City Manager
Sent: Thursday, June 29, 2023 4:39 PM
To: Steve Gerdes
Cc: tr.commish@yahoo.com; Carrie Goodman; Tommy Warford; Paige Saenz (Paige@cityattorneytexas.com)
Subject: RE: Water Line

Steve, thank you for the information. We look forward to receiving the MOU. After our conversation yesterday, if it helps for us to have a phone call including the attorneys before the MOU is drafted so that we can understand the business terms before the document is drafted, we can schedule a meeting.

As you know, the City has a request and fees paid by a customer to tap into the water line located at 1333 W. Loop 254, which you have stated is a District line. If the MOU is going to document the City controls the line, I suggest that the customer be allowed to tap into the line under the City's fee schedule and procedures. I've requested a quote from the District to tap the line under the District's policy, but have not received a response yet. As of Friday, June 23rd, the City has the material and hole dug to tap the line. I would like the customer to be able to receive a tap without further delay while we work out the terms of the MOU.

Thank you,

Savannah Fortenberry

City Manager
City of Ranger
254-647-3522 (Office)
www.rangertx.gov

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From: Steve Gerdes <clrfork@yahoo.com>
Sent: Wednesday, June 28, 2023 10:11 AM
To: Ranger City Manager <citymanager@rangertx.gov>
Cc: tr.commish@yahoo.com; Carrie Goodman <office@ecwsd.org>; Tommy Warford <warfordlaw@yahoo.com>
Subject: Re: Water Line

Savannah,

I have copied Tommy Warford (District's Attorney) in this email.

The District will require an MOU (memorandum of understanding) that the District's attorney will develop. This MOU will define responsibilities and a line of demarcation between the District's and the City of Ranger's property, If you have any questions or concerns please call or email.

As soon as this MOU is developed, the District will send you a draft copy of the MOU for your review and approval prior to formalizing and both parties adopting and signing this MOU.

If you have any questions please call or email me.

Steve Gerdes

On Tuesday, June 27, 2023 at 03:45:12 PM CDT, Ranger City Manager <citymanager@rangertx.gov> wrote:

Steve,

Friday, June 23rd the City was prepared to tap a water line for a customer of the City. I was out of office and you spoke with Mayor Robinson with concern that we would be tapping a line that belonged to the ECWSD. After review of the contract the water line belongs to the City. In 2019 the point of delivery was changed by contract modification number 4 to read "The point of delivery of water to the City shall be at that point located at the District's water treatment plant located at 726 Highway 2461, Ranger, Texas.". Section 5, C. states the title to the water is the Districts until it passes through the City of Ranger meter. It has been our understanding since modification no. 4 that we are the owner and custodian of the line from the point of delivery location.

If you would like to discuss or have questions please call me.

Thank you!

Savannah Fortenberry

City Manager

City of Ranger

254-647-3522 (Office)

www.rangertx.gov

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Ranger City Manager

(4)

From: Ranger City Manager
Sent: Thursday, July 6, 2023 3:27 PM
To: Carrie Goodman
Cc: Steve Gerdes; Paige Saenz (Paige@cityattorneytexas.com); tr.comnish@yahoo.com
Subject: FW: District Updates

Carrie,

Can you provide the information that the District's Engineer is drafting/reviewing for the proposed project discussed below?

Savannah Fortenberry

City Manager
City of Ranger
254-647-3522 (Office)
www.rangertx.gov

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From: Ranger City Manager
Sent: Friday, June 30, 2023 8:38 AM
To: Steve Gerdes (clrfork@yahoo.com) <clrfork@yahoo.com>
Subject: District Updates

Steve,

We spoke on Wednesday of this week regarding the MOU, but also the plans the District has for its old backwash tower, installation of pumps, and a scada system. You mentioned that this was a part of a grant the District has received and that the plans were not completed yet by the District's Engineers. Will there be cost that the District is incurring that will impact the City? Can you send me information regarding the specific details, requests, and purpose (pros & cons) for the City at your earliest convenience? Also, would the City be required to maintain the tower, scada system, and pumps?

Thank you,

Savannah Fortenberry

City Manager
City of Ranger
254-647-3522 (Office)
www.rangertx.gov

5

Ranger City Manager

From: Carrie Goodman <office@ecwsd.org>
Sent: Friday, July 7, 2023 10:52 AM
To: Ranger City Manager
Cc: 'Steve Gerdes'; Tommy Warford; tr.commish@yahoo.com; Paige
Subject: Engineer Update

Savannah,

EHT has been contacted and is currently working on getting information together on the portion of the project that covers the tower. Once that information is available, we will get it over to you.

Thank you,
Carrie
ECWSD

Sewer Plant Effluent Pump Repairs

Budget (approved by council 2/27/23)	\$ 70,000.00	
Total Expensed (6/29/2023)	\$ 44,484.87	Expensed from ARPA funds as approved.
Remaining budget amount	\$ 25,515.13	(This does not include the ordered motor or install of motor.)
Motor Cost	\$ 5,840.00	
Install Cost- Estimate	\$ 3,000.00	
Estimated remaining budget (7/7/23)	\$ 16,675.13	

The City purchased 3 new vertical turbine pumps to replace the damaged ones.

The shafts and impellers were damaged due to refurbished parts being used and improper install by previous contractor.

Two of the motors were able to be used, but the 3rd effluent motor went down.

We have placed the order for the new motor, and once this is installed all repairs will be complete on the effluent discharge system.

The estimated budget remaining amount may differ if the install cost is different than the estimation. Once the 3rd motor is installed, there will be a final update. We had to use United Rental for two pumps while waiting on the repairs.

This amount totalled \$20,185.59, but was paid out of the Utility Fund because it was rental equipment.

We were diligent in our efforts to stay within budget and have all new parts created to factory specifications.

Police Fleet			
Year	Unit	Model	Mileage
2020	6512	Ford F150	24,900
2018	2112	Ford Interceptor	76,851
2018	9574	Ford Interceptor	76,177
2018	9575	Ford Interceptor	75,227

Animal Control			
Year	Unit	Model	Mileage
2007	7778	Ford Pickup	119,717

Grant	Amount	Description
Criminal Justice Grant	\$ 30,000.00	This grant was applied for in February 2023.
	No Match.	\$30,000.00 to purchase equipment for a police vehicle. The grant is currently pending review.

City of Ranger
Transaction Detail By Account
October 2022 through July 2023

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
120553 - Maint. of Auto's- P									
Check	10/13/2022	39334	W.E. Greenwood Au...	INV# 138941	20- Police		1-1100 - Gener...	108.42	108.42
Check	10/31/2022	39340	O'Reilly Auto Parts	INV# 1732-29...	20- Police		1-1100 - Gener...	510.69	619.11
Deposit	12/07/2022			TML Claim A...	20- Police		1-1100 - Gener...	-14,002.24	-13,383.13
Check	12/16/2022	39367	O'Reilly Auto Parts	INV# 1732-29...	20- Police		1-1100 - Gener...	114.82	-13,268.31
Check	12/16/2022	39367	O'Reilly Auto Parts	INV# 1732-29...	20- Police		1-1100 - Gener...	59.79	-13,208.52
Check	12/28/2022	39371	Freddy's Garage	INV# 32764	20- Police		1-1100 - Gener...	7.00	-13,201.52
Check	01/04/2023	39378	Mike's Tire Service	INV# 33730, ...	20- Police		1-1100 - Gener...	40.00	-13,161.52
Check	01/09/2023	39392	Gary's Automotive, I...	INV# 22576, ...	10- Admi...		1-1100 - Gener...	20.00	-13,141.52
Check	01/09/2023	39399	Mike's Tire Service	INV# 33466	21- Anim...		1-1100 - Gener...	22.00	-13,119.52
Check	01/23/2023	39413	Gary's Automotive, I...	INV# 22607, ...	20- Police		1-1100 - Gener...	20.00	-13,099.52
Check	01/23/2023	39416	O'Reilly Auto Parts	INV# 1732-29...	20- Police		1-1100 - Gener...	60.83	-13,038.69
Check	01/23/2023	39422	Mike's Tire Service	INV# 34114	21- Anim...		1-1100 - Gener...	55.00	-12,983.69
Check	01/27/2023	39427	E & E Kustom Inc.	Repairs to Uni...	20- Police		1-1100 - Gener...	14,190.23	1,206.54
Check	03/06/2023	39447	Mike's Tire Service	INV# 34236	20- Police		1-1100 - Gener...	80.00	1,286.54
Bill	03/09/2023	34079G	Freddy's Garage		20- Police		1-20000 - *Acc...	961.83	2,248.37
Check	03/15/2023	39461	Southern Tire Mart	INV# 492006...	20- Police		1-1100 - Gener...	507.40	2,755.77
Check	03/16/2023	Debit	FFB Cardmember S...	February Billing	20- Police		1-1100 - Gener...	9.50	2,765.27
Bill	03/22/2023	34215	Freddy's Garage	Ford Interceptor	20- Police		1-20000 - *Acc...	153.90	2,919.17
Bill	03/30/2023	34275	Freddy's Garage	2018 Ford Int...	20- Police		1-20000 - *Acc...	166.41	3,085.58
Bill	04/05/2023	22755	Gary's Automotive, I...	Police Car #9...	20- Police		1-20000 - *Acc...	20.00	3,105.58
Bill	04/18/2023	34623	Mike's Tire Service	Police Tires	20- Police		1-20000 - *Acc...	1,100.00	4,205.58
Bill	04/18/2023	22783	Gary's Automotive, I...	#2112 2018 ...	20- Police		1-20000 - *Acc...	92.13	4,297.71
Bill	04/20/2023	34643	Mike's Tire Service	041923 Police...	20- Police		1-20000 - *Acc...	40.00	4,337.71
Bill	04/20/2023	34642	Mike's Tire Service	041923Police...	20- Police		1-20000 - *Acc...	20.00	4,357.71
Deposit	04/28/2023			Supplemental...	20- Police		1-1100 - Gener...	-2,593.01	1,764.70
Bill	05/01/2023	22808	Gary's Automotive, I...	Police Vehicle	20- Police		1-20000 - *Acc...	75.00	1,839.70
Bill	05/18/2023	1732-...	O'Reilly Auto Parts	051823Police...	20- Police		1-20000 - *Acc...	33.49	1,873.19
Bill	05/30/2023	1732-...	O'Reilly Auto Parts	728208	20- Police		1-20000 - *Acc...	52.99	1,926.18
Bill	06/13/2023	34910	Mike's Tire Service		20- Police		1-20000 - *Acc...	20.00	1,946.18
Bill	06/20/2023	1732-...	O'Reilly Auto Parts	728208	20- Police		1-20000 - *Acc...	11.58	1,957.76
Bill	06/23/2023	62534...	Stanley Auto Group	#46512 Police...	20- Police		1-20000 - *Acc...	2,194.88	4,152.64
Bill	07/06/2023	8811	Texas Auto Perform...	2018 Ford Ex...	20- Police		1-20000 - *Acc...	3,092.83	7,245.47
Bill	07/06/2023	8810	Texas Auto Perform...	Ranger Police...	20- Police		1-20000 - *Acc...	1,433.35	8,678.82
Total 120553 - Maint. of Auto's- P								8,678.82	8,678.82
TOTAL								8,678.82	8,678.82

Resolution No. 2023-07-10-P

A RESOLUTION OF THE CITY OF RANGER AUTHORIZING THE CITY MANAGER TO OPEN A BANK ACCOUNT AT FIRST FINANCIAL BANK, RANGER, TEXAS, FOR THE PURPOSE OF ESTABLISHING A OPIOID ABATEMENT ACCOUNT TO ACCEPT DEPOSITS FOR OPIOID ABATEMENT SETTLEMENT FUNDS:

WHEREAS the City of Ranger will deposit funds to be used exclusively for related opioid abatement matters;

and

WHEREAS the City of Ranger has a need to keep these funds in a separate account;

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

Section 1. That a new signature card be issued for the City of Ranger Opioid Abatement Account with the following signatures authorized:

Mayor Terry Robinson
Mayor Pro Tem Kevan Moize
City Manager Savannah Fortenberry
Finance Director Carol Stephens

PASSED AND APPROVED this 10th day of July, 2023.

ATTEST:

CITY OF RANGER

Terry Robinson, Mayor

Somer Lee, City Secretary

RESOLUTION NO. 2023-07-10-Q

A RESOLUTION OF THE CITY OF RANGER, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Ranger, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC. ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 29, 2023, Oncor filed with the City an Application to Amend its Distribution Cost Recovery Factor and Update Mobile Generation Riders, PUC Docket No. 55190, seeking to increase electric distribution rates by approximately \$152.78 million and update Oncor's Rider Mobile Generation and Rider Wholesale Mobile Generation to recover \$1.07 million related to mobile generation facilities; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, OCSC is coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, OCSC members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 55190.

Section 2. That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any

necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202; and to Thomas L. Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2023.

Terry Robinson, Mayor

ATTEST:

Sommer Lee, City Secretary

APPROVED AS TO FORM:

City Attorney

MODEL STAFF REPORT REGARDING ONCOR ELECTRIC DELIVERY COMPANY, LLC'S DISTRIBUTION COST RECOVERY FACTOR AND MOBILE GENERATION RIDERS FILING

On June 30, 2023, Oncor Electric Delivery Company, LLC (“Oncor” or “Company”) filed an Application to Amend its Distribution Cost Recovery Factor (“DCRF”) and Update its Mobile Generation Riders to increase distribution rates within each of the cities in its service area. In the filing, the Company asserts it is seeking an increase in distribution revenues of approximately \$152.78 million. The Company is also seeking to update its Rider Mobile Generation and Rider Wholesale Mobile Generation to recover revenue related to mobile generation unit leasing and operation. The Rider would recover approximately \$1.07 million.

The resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor (“OCSC”) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:

The purpose of the Resolution is to deny the DCRF application proposed by Oncor.

Explanation of “Be It Resolved” Paragraphs:

1. This section authorizes the City to participate with OCSC as a party in the Company’s DCRF filing, PUC Docket No. 55190.
2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
3. This paragraph finds that the Company’s application is unreasonable and should be denied.
4. This section states that the Company’s current rates shall not be changed.
5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to Oncor for reimbursement.
6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
7. This section provides that Oncor and counsel for OCSC will be notified of the City’s action by sending a copy of the approved and signed Resolution to counsel.

Commented [RA1]: Oncor seeks to recover \$1.82 million total for mobile generation, but this figure includes amounts previously approved in Docket No. 53601.

This proceeding requests an additional \$1.07 million beyond what the Commissioners approved in Docket 53601.

I figured I would clarify because Oncor, at the beginning, states that it seeks \$1.82 million related to mobile generation.

Also, Oncor did not include an figure related to an increase on individual retail customer bills.