



## 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 25, 2022 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects will be discussed, to wit:

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

Roll Call/Quorum Check

Invocation of Prayer

Pledge of Allegiance to the United States Flag

Pledge of Allegiance to the Texas Flag

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

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

**Agenda Item 04: Discuss/Consider:** approval of the city council meeting minutes for the regular meeting on July 11, 2022. - Savannah Fortenberry, City Secretary

**Agenda Item 05: Discuss/Consider:** approving the low income household water assistance program (LIHWAP) with Cornerstone Community Action Agency. - John Casey, Mayor

**Agenda Item 06: Discuss/Consider:** laws, bylaws and charters of the REDCs. – Kevan Moize, Commissioner Place 3

**Agenda Item 07: Discuss/Consider:** Convene into executive session pursuant to Section 551.071, Texas Local Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Lease Agreement between the City of Ranger and the Ranger Airfield Maintenance Foundation and the First Amendment to the Lease Agreement. –John Casey, Mayor

**Agenda Item 08: Discuss/Consider:** Reconvene into Open Session to take action as determined appropriate in the City Council’s discretion regarding the Lease Agreement between the City of Ranger and the Ranger Airfield Maintenance Foundation and the First Amendment to the Lease Agreement. - John Casey, Mayor

**Agenda Item 09: Discuss/Consider:** Rescinding action of July 11, 2022 Council to transfer 3.5+- acres from REDC to the City and to subsequently amend the RAF Lease with this property. This is a notice of the intent to rescind. - Kevan Moize, Commissioner Place 3

**Agenda Item 10: Discuss/Consider:** the previously tabled item REDC funding the installation of utilities on airport property for 3 newly constructed home / hangers. - Steve Gerdes, REDC President

**Agenda Item 11: Discuss/Consider:** the Ranger City Commission approving the 4 B REDC's proposed waterline project to be installed on the Ranger College's Property and the REDC's Property. - Steve Gerdes, REDC President

**Agenda Item 12: Discuss/Consider:** authorize the city manager to solicit and employ a professional commercial real estate appraiser to appraise the property 80+/- acres described in the tax roll as 55996, 58694 and 67266. – Kevan Moize, Commissioner Place 3

**Agenda Item 13: Discuss/Consider:** authorize the REDC A board to solicit and employ a professional commercial real estate appraiser to appraise the property 90+/- acres described in the tax roll as 54013. –Kevan Moize, Commissioner Place 3

**Agenda Item 14: Discuss/Consider:** the REDC to contact One Source Equipment and pursue the agreed a upon economic development or have the property returned to the REDC for the original purchase price.- Kevan Moize, Commissioner Place 3

**Agenda Item 15: 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 22, 2022 and remained posted for 72 hours preceding the scheduled time of the meeting.

*Savannah Fortenberry*

Savannah Fortenberry, Ranger City Secretary

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

NOTICE OF ASSISTANCE

Ranger City Hall and Council Chambers are wheelchair accessible and accessible parking spaces are available.

Request for accommodation or interpretive services must be made 48 hours prior to this meeting.

Please contact City Secretary’s office at (254) 647-3522 for information or assistance.

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



## REGULAR MEETING MINUTES

A Regular Meeting of the Governing Body of the City of Ranger, Texas, was held on **Monday, July 11, 2022 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects were discussed, to wit:

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

Honorable John Casey	Mayor
Commissioner Larry Monroe	Place 1
Commissioner Terry Robinson	Place 2
Commissioner Kevan Moize	Place 3
Commissioner Samantha McGinnis	Place 4
City Manager Gerald Gunstanson	Absent
City Secretary Savannah Fortenberry	
Interim Public Works Director Andrew Lopez	
Honorable Tammy S. Archer	

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

Roll Call/Quorum Check- Mayor John Casey

Invocation of Prayer- Commissioner Robinson

Pledge of Allegiance to United States Flag- Mayor John Casey

Pledge of Allegiance to Texas Flag- Mayor John Casey

**Agenda Item 02: Citizen's Presentation:** 1. Cliff Lindsay spoke to Mayor and Council regarding the 'green agenda' and freedom.

**Agenda Item 03: Announcements from City Council or Staff-** 1. Commissioner Monroe gave an update on the June 27<sup>th</sup> Ranger College Veteran event and the July 4<sup>th</sup> kickoff at the Ranger Vietnam Veteran Park. Commissioner Monroe stated both events were great. 2. Commissioner Monroe announced Saturday, August 6, at 10am the Disabled American Veteran's Chapter 41 would hold their 15 year anniversary and all are welcome.

**Agenda Item 04: Discuss/Consider:** approval of the city council meeting minutes for the regular meeting on June 27, 2022. - Savannah Fortenberry, City Secretary

\*Motion made by Commissioner Moize to approve the city council meeting minutes, with the changes, for the regular meeting on June 27, 2022 and 2<sup>nd</sup> by Commissioner Robinson. **All Ayes and Motion Passed.**

**Agenda Item 05: Discuss/Consider:** SECOND AND FINAL READING OF ORDINANCE NO. 2022-07-11-K: AN ORDINANCE OF THE CITY OF RANGER, TEXAS REPEALING

AND REPLACING ORDINANCE NO. 2015-05-26-D; PROHIBITING CERTAIN NUISANCE CONDITIONS ON PRIVATE PROPERTY WITHIN THE CITY; PROVIDING FOR THE ABATEMENT OF NUISANCES BY PROPERTY OWNER OR CITY AND FOR THE FILING OF LIENS TO SECURE CITY'S COST; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.- Kevan Moize, Commissioner Place 3

\*Motion made by Commissioner Moize to approve Ordinance No. 2022-07-11-K and 2<sup>nd</sup> by Commissioner McGinnis. **All Ayes and Motion Passed.**

**Agenda Item 06: Discuss/Consider:** the REDC funding the installation of utilities on airport property for 3 newly constructed home / hangars. - Steve Gerdes, REDC President

\*Steve Gerdes addressed Mayor and Council stating the REDC boards voted unanimously to approve the funding for the installation of utilities subject to council approval. Mr. Gerdes stated with the approval of the project it would further enhance the airport property. Scott Purdue gave a presentation regarding the airport and the future of it. Public Works Director, Andrew Lopez, commented that a project over \$20,000 requires engineer involvement. The current cost of materials is at \$25,000. After lengthy discussion, Commissioner Moize asked for the board to review Title 12 and see if the installations can be done according to the law.

\*Motion made by Commissioner Moize to table agenda item 6 until more information is provided regarding Title 12 and 2<sup>nd</sup> by Commissioner Monroe. **All Ayes and Motion Passed.**

**Agenda Item 07: Discuss/Consider:** the Ranger Airport runway extension project proposed by the RAF. - Jared Calvert, RAF

\*After lengthy discussion regarding the runway extension, the 3.5 +/- acres will come from the REDC to the City of Ranger for the extension of the runway.

\*Motion made by Commissioner Moize to accept the proposal from REDC and transfer the 3.5 +/- acres to the City with the intent to further include the transfer in the Ranger Airfield Foundation Lease with terms to be included at a later date and 2<sup>nd</sup> by Commissioner Monroe. **All Ayes and Motion Passed.**

**Agenda Item 08: Discuss/Consider:** the Ranger City Commission accepting Rosetta Stephens Letter of Resignation from her position on the newly formed REDC Board of Directors. - Steve Gerdes, REDC President

\*Motion made by Commissioner Robinson to accept the resignation of Rosetta Stephens and 2<sup>nd</sup> by Commissioner McGinnis. **All Ayes and Motion Passed.**

**Agenda Item 09: Discuss/Consider:** RESOLUTION NO. 2022-07-11-J: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE. OFFICE OF RURAL AFFAIRS FOR THE FIRE, AMBULANCE, & SERVICE TRUCK FUND (FAST); AND AUTHORIZING THE MAYOR AND/OR THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. – Gerald Gunstanson, City Manager



\*Motion made by Commissioner Moize to approve Resolution No. 2022-07-11-J and 2<sup>nd</sup> by Commissioner Robinson. **All Ayes and Motion Passed.**

**Agenda Item 10: Discuss/Consider: Consent Items; the Approval of Monthly Department Reports:**

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

\*A motion was made by Commissioner Monroe was made to approve the reports and 2<sup>nd</sup> by Commissioner Moize. **All Ayes and the motion passed.**

**Agenda Item 11:** Convene in Executive Session Pursuant to Texas Government Code Section § 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, or dismissal of a public officer or employee. – John Casey, Mayor

- City Manager

**Agenda Item 12: Discuss/Consider:** Reconvene into Open Session and take action from Executive Session – John Casey, Mayor

\*Agenda item 11 and 12 removed by Mayor.

**Agenda Item 13: Discuss/Consider: Adjournment- 8:38pm**

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

*These minutes were approved on the 25<sup>th</sup> day of July, 2022*

**CITY OF RANGER, TEXAS**

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**John Casey, Mayor**

**ATTEST:**

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**Savannah Fortenberry, City Secretary**

**LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)  
"WATER PROVIDER AGREEMENT"**

**PURPOSE.** The purpose of the Low Income Household Water Assistance Program (LIHWAP) grant is to provide emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services collectively named (Water Services).

The Water Services Provider (Water Provider or Vendor), agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Water Provider continues to provide Water Services. The Water Assistance Provider (Agency), agrees to make payments only for eligible LIHWAP clients.

**PARTIES.** This Water Provider Agreement is by and between:

**Cornerstone Community Action Agency**

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Water Assistance Provider (Agency)

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Water Services Provider (Water Provider)

The Agency and Water Provider are each a Party to the Water Provider Agreement and collectively known as the Parties.

Water Provider and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

**Brown, Callahan, Coleman, Comanche, Eastland, McCulloch, Runnels**

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**WATER SERVICES.** Water Services provided and billed by Water Provider:

- Water Fees
- Stormwater Fees
- Wastewater
- Sewer Fees
- Groundwater Fees
- Other: \_\_\_\_\_

**TERM.** This Water Provider Agreement shall be effective from the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, for a period not to exceed one year from the effective date, although the Parties can agree in writing to extensions for up to one additional year. Either Party may terminate this Water Provider Agreement by written notice. Such written notice of termination shall not affect any obligation by either Party incurred prior to the receipt of such notice.

**NOTICE.** Notice shall be sent via certified mail to the addresses below with return receipt requested.

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(Water Provider Name)

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(Water Provider Mailing Address)

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(Water Provider Certificate of Convenience and Necessity # (CCN))

Cornerstone Community Action Agency

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(Agency Name)

114 Needham Coleman, TX 76834

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(Agency Mailing Address)

**AGENCY REPRESENTATIONS.** The Agency named above represents and warrants to Water Provider that it is an entity under contract with the Texas Department of Housing and Community Affairs (TDHCA) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Water Provider that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client's current due water bill, known as "Eligible Costs" related to Water Services.

**WATER PROVIDER'S REPRESENTATIONS.** The Water Provider named above represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client's account related to Eligible Costs.

Both parties acknowledge that this Water Provider Agreement and the services provided by the Water Provider are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

**AMENDMENTS.** Any and all amendments to this Water Provider Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

**WATER PROVIDER'S RESPONSIBILITIES.** Water Provider will, with reference to an eligible LIHWAP client:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.
- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.
- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.
- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP client with no increases in charges, service charges or other charges or fees affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC".
- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, as stated in the client's Disconnect Notice as required by PUC regulations, nothing in this agreement requires the Water Provider to delay a disconnect if the eligible LIHWAP client has not paid their required portion.
- Invoice the eligible LIHWAP client in accordance with Water Provider's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve

months of billing history and usage is available. Water Provider will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.

- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.
- Allow Agency forty-five days from the date of pledge for assistance payment to forward payment to the Water Provider. Water Provider agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period, and Water Provider is provided with a verbal or signed pledge from the Agency within forty-five days of identifying an eligible LIHWAP client.
- Not interrupt service if eligible LIHWAP client is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Water Provider concerning how the eligible LIHWAP client will pay the balance owed Water Provider and the eligible LIHWAP client is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Water Provider shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.
- Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Water Provider Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- Water Provider's application materials should include language that authorizes the Water Provider to release the applicant's information as described below to the Agency, Texas Department of Housing and Community

Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.

- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Water Provider to release this information to the Agency.

**AGENCY RESPONSIBILITIES. The Agency will:**

- Accept written referrals for LIHWAP benefits by the Water Provider, and evaluate whether the referral is eligible as an eligible LIHWAP client.
- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.
- Provide to Water Provider, at Water Provider's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.
- Review invoice(s) submitted by the Water Provider. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of an eligible LIHWAP client to Water Provider without having adequate funds to pay such payments.
- Provide payment to the Water Provider after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Water Provider Agreement, upon full compliance by the Water Provider with the terms herein within 45 days.
- Determine if a client is LIHWAP eligible within ten calendar days of contacting Water Provider.
- Provide Water Provider a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Water Provider.
- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

**CONFIDENTIALITY.** The terms of any confidential transaction under this Water Provider Agreement or any other information exchanged by the Agency and Water Provider relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Water Provider, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third Party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Water Provider Agreement).



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Authorized Water Provider Signature

Date

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Typed Name of Authorized Signature

Title


( )

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Water Provider Telephone Number

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Water Provider Email Address



12/7/21

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Authorized Agency Signature

Date

Hanna Adams , Executive Director

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Typed Name of Authorized Signature

Title

(325) 625-4167

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Agency Telephone Number

mail@ctoinc.org

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Agency Email Address



Kevan Moize &lt;kmoize.ranger@gmail.com&gt;

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## Economic Development Corporations

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Kevan Moize <kmoize.ranger@gmail.com>  
To: Steve Gerdes <clrfork@yahoo.com>

Sat, Jul 16, 2022 at 6:15 AM

Dear Board Director,

First, thank you for serving on both Board of Directors. It is often a thankless job yet you have volunteered to continue to steer the Economic Development of Ranger. Second, I am sending this email to each director separately, so as to not risk an Open Meetings Act Violation.

I am assuming that much like you, when starting a volunteer civic office, there is very little official training. Aside from the mandatory Open Meetings Act, Public Information Act and Cybersecurity Training, the remainder is on the job training and often trial and error. I have served on the city council for 14 months and I am continually learning responsibilities, requirements and rules, and making mistakes along the way. Each day is a new revelation and I often catch myself wishing that I had known each revelation sooner.

Until a few weeks ago my belief of the EDCs operations were quite broad. I had previously resigned myself to not get to involved in the EDCs and had adopted a motto of "let them do their job". Since the Council is to have oversight of the EDCs, this motto was irresponsible. I felt compelled to look into the laws, charters and bylaws of the EDCs, primarily to refine my role with regard to the oversight.

My vision of the EDC's roles included jobs, projects that would increase tax revenue for the city and projects that would increase property values or at minimum to prevent the decrease of the property values. This vision appears to be contrary to Local Government Code Title 12 Planning and Development. This code is the basic law authorizing and governing EDCs.

Reference Chapter 501 Provisions: <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.501.htm>  
Reference Chapter 504 Type A Board: <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.504.htm#504>  
Reference Chapter 504 Type B Board: <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.505.htm#505>

My understanding after reviewing and researching has changed significantly. I believe it can be summed up in one word...JOBS.

The EDCs serve to create Jobs, Retain Jobs and in some case provide training for Jobs. All projects must serve this purpose. I can't find where it is broader than this.

TML provides a great handbook that helps interpret the code into layman's terms I have attached a copy that I have highlighted. An unmarked copy can be found on the TML site: <https://www.tml.org/185/Economic-Development-Handbook-2020> I strongly encourage reading the first 25 pages.

There are several differences between the two types of boards. I will note a few below:  
Type A boards primarily focus on Manufacturing and Industrial Projects.

Type B boards can focus on the same projects as type A and several other types of projects. They have a Public Notice Requirement and a 60 day right to Petition.

There is also a helpful summary from the state comptroller's office : <https://comptroller.texas.gov/economy/local/program.php>

I hope that you will review the referenced documents, the bylaws and the charters. I trust that if the corporations are not in compliance this, it will be corrected. I hope that you will work together as a team to define procedures to evaluate projects and document the project's compliance.

I encourage you to consider the employment of a qualified and experienced Executive Director.

Thank you again for serving,  
Kevan



## LOCAL GOVERNMENT CODE

## TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C1. ADDITIONAL PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO  
MORE THAN ONE TYPE OF LOCAL GOVERNMENT

## CHAPTER 501. PROVISIONS GOVERNING DEVELOPMENT CORPORATIONS

## SUBCHAPTER A. GENERAL PROVISIONS

Sec. 501.001. SHORT TITLE. This subtitle may be cited as the Development Corporation Act.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 501.002. DEFINITIONS. In this subtitle:

- (1) "Authorizing unit" means the unit that authorizes the creation of a corporation under this subtitle.
- (2) "Board of directors" means the board of directors of a corporation.
- (3) "Bonds" includes evidences of indebtedness, including bonds and notes.
- (4) "Corporate headquarters facilities" means buildings proposed for construction or occupancy as the principal office for a business enterprise's administrative and management services.
- (5) "Corporation" means a corporation organized under this subtitle.
- (6) "Cost," with respect to a project, has the meaning assigned by Section 501.152.
- (7) "County alliance" means two or more counties that jointly authorize the creation of a corporation under this subtitle.
- (8) "District" means a conservation and reclamation district established under Section 59, Article XVI, Texas Constitution.
- (9) "Economic development office" means the Texas Economic Development and Tourism Office within the office of the governor.
- (10) "Governing body" means the commissioners court of a county or the governing body of a municipality or district.
- (11) "Institution of higher education" has the meaning assigned by Section 61.003, Education Code.



(12) "Primary job" means:

(A) a job that is:

(i) available at a company for which a majority of the products or services of that company are ultimately exported to regional, statewide, national, or international markets infusing new dollars into the local economy; and

(ii) included in one of the following sectors of the North American Industry Classification System (NAICS):

NAICS Sector #	Description
111	Crop Production
112	Animal Production
113	Forestry and Logging
11411	Commercial Fishing
115	Support Activities for Agriculture and Forestry
211-213	Mining
221	Utilities
311-339	Manufacturing
42	Wholesale Trade
48-49	Transportation and Warehousing
51 (excluding 512131 and 512132)	Information (excluding motion picture theaters and drive-in motion picture theaters)
523-525	Securities, Commodity Contracts, and Other Financial Investments and Related Activities; Insurance Carriers and Related Activities; Funds, Trusts, and Other Financial Vehicles
5413, 5415, 5416, 5417, and 5419	Architectural, Engineering, and Related Services; Computer System Design and Related Services; Management, Scientific, and Technical Consulting Services; Scientific Research and Development Services; Other Professional, Scientific, and Technical Services
551	Management of Companies and Enterprises
56142	Telephone Call Centers
922140	Correctional Institutions; or

(B) a job that is included in North American Industry Classification System (NAICS) sector number 928110, National Security, for the corresponding index entries for Armed Forces, Army, Navy, Air Force, Marine Corps, and Military Bases.

(13) "Project" means a project specified as such under Subchapter C.

(14) "Resolution" means a resolution, order, ordinance, or other official action by the governing body of a unit.

(15) "Type A corporation" means a corporation governed by Chapter 504.

(16) "Type B corporation" means a corporation governed by Chapter 505.

(17) "Unit" means a municipality, county, or district that may create and use a corporation under this subtitle.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.



Sec. 501.003. WHO MAY BE USER. The following may be a user under this subtitle:

- (1) an individual, a partnership, a corporation, or any other private entity organized for profit or not for profit; or
- (2) a municipality, county, district, other political subdivision, public entity, or agency of this state or the federal government.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 501.004. LEGISLATIVE FINDINGS; CONSTRUCTION OF SUBTITLE. (a) The legislature finds that:

- (1) the present and prospective right to gainful employment and the general welfare of the people of this state require as a public purpose the promotion and development of new and expanded business enterprises and of job training;
- (2) the existence, development, and expansion of business, commerce, industry, higher education, and job training are essential to the economic growth of this state and to the full employment, welfare, and prosperity of residents of this state;
- (3) the assistance provided by corporations in promoting higher education opportunities encourages and fosters the development and diversification of the economy of this state and the elimination of unemployment and underemployment in this state;
- (4) the means authorized by this subtitle and the assistance provided by this subtitle, especially with respect to financing, are in the public interest and serve a public purpose of this state in promoting the welfare of the residents of this state economically by securing and retaining business enterprises and as a result maintaining a higher level of employment, economic activity, and stability;
- (5) community industrial development corporations in this state have invested substantial money in successful industrial development projects and have experienced difficulty in undertaking additional industrial development projects because of the partial inadequacy of the community industrial development corporations' money or money potentially available from local subscription sources and the limitations of local financial institutions in providing additional and sufficiently large first mortgage loans; and

{KB04}



(6) communities in this state have been at a critical disadvantage in competing with communities in other states for the location or expansion of business enterprises because of the availability and prevalent use in all other states of financing and other special incentives, and, for that reason, the issuance of revenue bonds under this subtitle by a corporation on behalf of political subdivisions of this state for the promotion and development of new and expanded business enterprises to provide and encourage employment and the public welfare is in the public interest and is a public purpose.

(b) This subtitle shall be construed in conformity with the intention of the legislature expressed in this section.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 501.005. ADOPTION OF ALTERNATE PROCEDURE. If a court holds that a procedure under this subtitle violates the federal or state constitution, a corporation by resolution may provide an alternate procedure that conforms to the constitution.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 501.006. USE OF CORPORATION TO FINANCE PROJECT. A unit may use a corporation to issue bonds on the unit's behalf to finance the cost of a project, including a project in a federally designated empowerment zone or enterprise community or in an enterprise zone designated under Chapter 2303, Government Code, to promote and develop new and expanded business enterprises for the promotion and encouragement of employment and the public welfare.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 501.007. LENDING CREDIT OR GRANTING PUBLIC MONEY. (a) Except as provided by Subsection (b), a unit may not lend its credit or grant public money or another thing of value in aid of a corporation.

(b) A municipality may grant public money to a corporation under a contract authorized by Section 380.002.

(c) The grants, loans, expenditures, and tax exemptions authorized by this subtitle in connection with a project and authorized by a corporation

Code, and the public information law, Chapter 552, Government Code.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 501.073. SUPERVISION BY AUTHORIZING UNIT. (a) The corporation's authorizing unit will approve all programs and expenditures of a corporation and annually review any financial statements of the corporation.

(b) A corporation's authorizing unit is entitled to access to the corporation's books and records at all times.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 501.074. PURCHASING. A corporation may use the reverse auction procedure defined by Section 2155.062(d), Government Code, for purchasing.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 501.075. EXEMPTION FROM TAXATION. (a) The activities of a corporation affect all the residents of the corporation's authorizing unit by the corporation's assuming to a material extent what otherwise might be an obligation or duty of the authorizing unit, and therefore the corporation is an institution of purely public charity within the tax exemption of Section 2, Article VIII, Texas Constitution.

(b) A corporation is exempt from the tax imposed by Chapter 171, Tax Code, only if the corporation is exempted by that chapter.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

#### SUBCHAPTER C. AUTHORIZED PROJECTS

Sec. 501.101. PROJECTS RELATED TO CREATION OR RETENTION OF PRIMARY JOBS. In this subtitle, "project" includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are:

- (1) for the creation or retention of primary jobs; and

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(2) found by the board of directors to be required or suitable for the development, retention, or expansion of:

- (A) manufacturing and industrial facilities;
- (B) research and development facilities;
- (C) military facilities, including closed or realigned military bases;
- (D) transportation facilities, including airports, hangars, railports, rail switching facilities, maintenance and repair facilities, cargo facilities, related infrastructure located on or adjacent to an airport or railport facility, marine ports, inland ports, mass commuting facilities, and parking facilities;
- (E) sewage or solid waste disposal facilities;
- (F) recycling facilities;
- (G) air or water pollution control facilities;
- (H) facilities for furnishing water to the public;
- (I) distribution centers;
- (J) small warehouse facilities capable of serving as decentralized storage and distribution centers;
- (K) primary job training facilities for use by institutions of higher education; or
- (L) regional or national corporate headquarters facilities.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 15.012(a), eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 150 (S.B. 2052), Sec. 1, eff. September 1, 2009.

Sec. 501.102. PROJECTS RELATED TO CERTAIN JOB TRAINING. In this subtitle, "project" includes job training required or suitable for the promotion of development and expansion of business enterprises and other enterprises described by this subtitle, as provided by Section 501.162.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 501.103. CERTAIN INFRASTRUCTURE IMPROVEMENT PROJECTS. In this subtitle, "project" includes expenditures that are found by the board of



directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to:

- (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements;
- (2) telecommunications and Internet improvements; or
- (3) beach remediation along the Gulf of Mexico.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 501.104. PROJECTS RELATED TO CERTAIN MILITARY BASES OR MISSIONS. In this subtitle, "project" includes the infrastructure, improvements, land acquisition, buildings, or expenditures that:

- (1) are for the creation or retention of primary jobs or jobs that are included in North American Industry Classification System (NAICS) sector number 926120, Regulation and Administration of Transportation Programs, for the corresponding index entry for Coast Guard (except the Coast Guard Academy); and
- (2) are found by the board of directors to be required or suitable for:
  - (A) promoting or supporting a military base in active use to prevent the possible future closure or realignment of the base;
  - (B) attracting new military missions to a military base in active use; or
  - (C) redeveloping a military base that has been closed or realigned, including a military base closed or realigned according to the recommendation of the Defense Base Closure and Realignment Commission under the Defense Base Closure and Realignment Act of 1990 (10 U.S.C. Section 2687 note).

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 501.105. CAREER CENTER PROJECTS OUTSIDE OF JUNIOR COLLEGE DISTRICT. In this subtitle, "project" includes the land, buildings, equipment, facilities, improvements, and expenditures found by the board of directors to be required or suitable for use for a career center, if the area to be benefited by the career center is not located in the taxing jurisdiction of a junior college district.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 501.106. AIRPORT FACILITIES OR OTHER PROJECTS BY CORPORATIONS AUTHORIZED BY CERTAIN BORDER MUNICIPALITIES. (a) This section applies only to a corporation authorized to be created by a municipality, any part of which is located within 25 miles of an international border.

(b) For a corporation to which this section applies, in this subtitle, "project" includes the land, buildings, facilities, infrastructure, and improvements that:

(1) the corporation's board of directors finds are required or suitable for the development or promotion of new or expanded business enterprises through transportation facilities including airports, hangars, railports, rail switching facilities, maintenance and repair facilities, cargo facilities, marine ports, inland ports, mass commuting facilities, parking facilities, and related infrastructure located on or adjacent to an airport or railport facility; or

(2) are undertaken by the corporation if the municipality that authorized the creation of the corporation has, at the time the corporation approves the project as provided by this subtitle:

(A) a population of less than 50,000; or

(B) an average rate of unemployment that is greater than the state average rate of unemployment during the most recent 12-month period for which data is available that precedes the date the project is approved.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 795 (H.B. 2772), Sec. 1, eff. June 17, 2015.

Sec. 501.107. INFRASTRUCTURE PROJECTS BY CORPORATIONS AUTHORIZED BY MUNICIPALITIES IN CERTAIN BORDER COUNTIES. (a) This section applies only to a corporation that:

(1) is authorized to be created by a municipality wholly or partly located in a county that:

(A) is bordered by the Rio Grande;

(B) has a population of at least 500,000; and

(C) has wholly or partly within its boundaries at least four municipalities each of which has a population of at least 25,000; and



(2) does not support a project, as defined by this subchapter, with sales and use tax revenue collected under Chapter 504 or 505.

(b) For a corporation to which this section applies, in this subtitle, "project" includes expenditures found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, including airports, ports, and sewer or solid waste disposal facilities.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

#### SUBCHAPTER D. CORPORATE POWERS AND LIMITATIONS RELATING TO PROJECTS

Sec. 501.151. AUTHORITY TO FINANCE PROJECT. A corporation is a constituted authority for the purpose of financing one or more projects.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 501.152. DEFINITION OF COST WITH RESPECT TO PROJECT. In this subtitle, "cost," with respect to a project, means the cost of the acquisition, cleanup, construction, reconstruction, improvement, or expansion of a project, including:

- (1) the cost of acquiring all land, rights-of-way, property rights, easements, and interests;
- (2) the cost of all machinery and equipment;
- (3) financing charges;
- (4) the cost of inventory, raw materials, and other supplies;
- (5) research and development costs;
- (6) interest accruing before and during construction and until the first anniversary of the date the construction is completed, regardless of whether capitalized;
- (7) necessary reserve funds;
- (8) the cost of estimates, including estimates of cost and revenue;
- (9) the cost of engineering or legal services;
- (10) the cost of plans, specifications, or surveys;
- (11) other expenses necessary or incident to determining the feasibility and practicability of acquiring, cleaning, constructing, reconstructing, improving, and expanding the project;
- (12) administrative expenses; and

## LOCAL GOVERNMENT CODE

## TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C1. ADDITIONAL PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO  
MORE THAN ONE TYPE OF LOCAL GOVERNMENT

## CHAPTER 504. TYPE A CORPORATIONS

## SUBCHAPTER A. GENERAL PROVISIONS

Sec. 504.001. DEFINITION. In this chapter, "authorizing municipality" means the municipality that authorizes the creation of a Type A corporation.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 504.002. APPLICABILITY OF CHAPTER. This chapter applies only to a municipality that:

- (1) is located in a county that has a population of 500,000 or less; or
- (2) has a population of less than 50,000 and:
  - (A) is located in two or more counties, one of which has a population of 500,000 or more;
  - (B) is located within the territorial limits of, but has not elected to become a part of, a metropolitan rapid transit authority:
    - (i) the principal municipality of which has a population of less than 1.9 million; and
    - (ii) that was created before January 1, 1980, under Chapter 141, Acts of the 63rd Legislature, Regular Session, 1973, and is operating under Chapter 451, Transportation Code; or
  - (C) is located within the territorial limits of, but has not elected to become a part of, a regional transportation authority:
    - (i) the principal municipality of which has a population of more than 750,000; and
    - (ii) that was created under Chapter 683, Acts of the 66th Legislature, Regular Session, 1979, or Chapter 452, Transportation Code, and is operating under Chapter 452, Transportation Code.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 504.003. AUTHORITY TO CREATE CORPORATION. (a) A municipality may authorize the creation under this subtitle of a Type A corporation.

(b) A municipality may not authorize the creation of more than one Type A corporation.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 504.004. CONTENTS OF CERTIFICATE OF FORMATION. The certificate of formation of a Type A corporation must state that the corporation is governed by this chapter.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 504.005. CORPORATION NOT SUBJECT TO CERTAIN PROVISIONS. Sections 501.203, 501.205, 501.251-501.254, 501.255(a) and (b), 501.256, and 501.257 do not apply to a corporation under this chapter.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

#### SUBCHAPTER B. GOVERNANCE OF CORPORATION

Sec. 504.051. BOARD OF DIRECTORS. (a) The board of directors of a Type A corporation consists of at least five directors.

(b) A director is appointed by the governing body of the authorizing municipality, serves at the pleasure of that governing body, and may be removed by that governing body at any time without cause.

(c) The governing body of the authorizing municipality shall determine the number of directors and the length of each director's term, except that the length of a director's term may not exceed six years.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 504.052. OFFICERS. The board of directors of a Type A corporation shall appoint:

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(1) a president;  
(2) a secretary; and  
(3) other officers of the corporation that the governing body of the authorizing municipality considers necessary.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 504.053. QUORUM. A majority of the entire membership of the board of directors of a Type A corporation is a quorum.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 504.054. LOCATION OF BOARD MEETINGS. (a) Except as provided by Subsection (b), the board of directors of a Type A corporation shall conduct each board meeting within the boundaries of the authorizing municipality.

(b) If the authorizing municipality is located in a county with a population of less than 30,000, the board of directors of a Type A corporation may conduct a board meeting within the boundaries of the county.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 473 (H.B. 479), Sec. 1, eff. June 17, 2011.

Sec. 504.055. RESTRICTIONS ON REGISTERED AGENT AND OFFICE. (a) The registered agent of a Type A corporation must be an individual who is a resident of this state.

(b) The registered office of a Type A corporation must be located within the boundaries of the authorizing municipality.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

SUBCHAPTER C. GENERAL POWERS AND DUTIES

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Sec. 504.101. APPLICABILITY OF OTHER LAW; CONFLICTS. A Type A corporation has the powers and is subject to the limitations of a corporation created under another provision of this subtitle outside of this chapter. To the extent of a conflict between this chapter and another provision of this subtitle, this chapter prevails.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 504.102. CONTRACT WITH OTHER PRIVATE CORPORATION. A Type A corporation may contract with another private corporation to:

- (1) carry out an industrial development program or objective; or
- (2) assist with the development or operation of an economic development program or objective consistent with the purposes and duties provided by this subtitle.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 504.103. LIMITATION ON PRIMARY PURPOSE OF PROJECT; EXCEPTIONS.

(a) Except as otherwise provided by this section, a Type A corporation may not undertake a project the primary purpose of which is to provide:

- (1) a transportation facility;
- (2) a solid waste disposal facility;
- (3) a sewage facility;
- (4) a facility for furnishing water to the general public; or
- (5) an air or water pollution control facility.

(b) A Type A corporation may provide a facility described by Subsection (a) to benefit property acquired for a project that has another primary purpose.

(c) A Type A corporation may undertake a project the primary purpose of which is to provide:

- (1) a general aviation business service airport that is an integral part of an industrial park;
- (2) a port-related facility to support waterborne commerce; or
- (3) an airport-related facility, if the authorizing municipality:
  - (A) is wholly or partly located within 25 miles of an international border; and
  - (B) has, at the time the project is approved by the corporation as provided by this subtitle:

- (i) a population of less than 50,000; or



(ii) an average rate of unemployment that is greater than the state average rate of unemployment during the most recent 12-month period for which data is available that precedes the date the project is approved.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 504.104. ASSUMPTION OR PAYMENT OF PREEXISTING DEBT PROHIBITED. A Type A corporation may not:

- (1) assume a debt that existed before the date the authorizing municipality authorized the creation of the corporation; or
- (2) make an expenditure to pay the principal of or interest on a debt that existed before the date prescribed by Subdivision (1).

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 504.105. LIMITATION ON USE OF REVENUES FOR PROMOTIONAL PURPOSE. (a) Except as provided by Subsection (b), a Type A corporation may spend not more than 10 percent of the corporate revenues for promotional purposes.

(b) A Type A corporation may spend not more than 25 percent of the corporate revenues for promotional purposes if the authorizing municipality:

- (1) is located in two counties;
- (2) has a population of less than 24,250 according to the 1990 federal census; and
- (3) is located wholly or partly within 10 miles of a federal military reservation.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 504.106. EMINENT DOMAIN. A Type A corporation may not exercise the power of eminent domain except by action of the governing body of the authorizing municipality.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.



## LOCAL GOVERNMENT CODE

## TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C1. ADDITIONAL PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO  
MORE THAN ONE TYPE OF LOCAL GOVERNMENT

## CHAPTER 505. TYPE B CORPORATIONS

## SUBCHAPTER A. GENERAL PROVISIONS

Sec. 505.001. DEFINITION. In this chapter, "authorizing municipality" means the municipality that authorizes the creation of a Type B corporation.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.002. APPLICABILITY OF CHAPTER. This chapter applies only to:

(1) a municipality:

(A) that is located in a county with a population of 500,000 or more; and

(B) in which the combined rate of all sales and use taxes imposed by the municipality, this state, and other political subdivisions of this state having territory in the municipality does not exceed 8.25 percent on the date of any election held under or made applicable to this chapter;

(2) a municipality:

(A) that has a population of 400,000 or more;

(B) that is located in more than one county; and

(C) in which the combined rate of all sales and use taxes imposed by the municipality, this state, and other political subdivisions of this state having territory in the municipality, including taxes imposed under this chapter, does not exceed 8.25 percent; or

(3) a municipality to which Chapter 504 applies.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.106. LIABILITY. (a) The following are not liable for damages arising from the performance of a governmental function of a Type B corporation or the authorizing municipality:

- (1) the corporation;
- (2) a director of the corporation;
- (3) the municipality;
- (4) a member of the governing body of the municipality; or
- (5) an employee of the corporation or municipality.

(b) For purposes of Chapter 101, Civil Practice and Remedies Code, a Type B corporation is a governmental unit and the corporation's actions are governmental functions.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

#### SUBCHAPTER D. AUTHORIZED PROJECTS

Sec. 505.151. AUTHORIZED PROJECTS. In this chapter, "project" means land, buildings, equipment, facilities, expenditures, and improvements included in the definition of "project" under Chapter 501, including:

- (1) job training as provided by Section 501.162; and
- (2) recycling facilities.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.152. PROJECTS RELATED TO RECREATIONAL OR COMMUNITY FACILITIES. For purposes of this chapter, "project" includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section.



Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.153. PROJECTS RELATED TO AFFORDABLE HOUSING. For purposes of this chapter, "project" includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for the promotion of development and expansion of affordable housing, as described by 42 U.S.C. Section 12745.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.154. PROJECTS RELATED TO WATER SUPPLY FACILITIES AND WATER CONSERVATION PROGRAMS. For purposes of this chapter, "project" includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for:

(1) the development or improvement of water supply facilities, including dams, transmission lines, well field developments, and other water supply alternatives; or

(2) the development and institution of water conservation programs, including incentives to install water-saving plumbing fixtures, educational programs, brush control programs, and programs to replace malfunctioning or leaking water lines and other water facilities.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.155. PROJECTS RELATED TO BUSINESS ENTERPRISES THAT CREATE OR RETAIN PRIMARY JOBS. For purposes of this chapter, "project" includes land, buildings, equipment, facilities, and improvements found by the board of directors to promote or develop new or expanded business enterprises that create or retain primary jobs, including:

(1) a project to provide public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, and any improvements or facilities related to a project described by this subdivision; and

(2) any other project that the board of directors in the board's discretion determines promotes or develops new or expanded business enterprises that create or retain primary jobs.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.156. PROJECTS RELATED TO BUSINESS ENTERPRISES IN CERTAIN MUNICIPALITIES. For purposes of this chapter, "project" includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for the development, retention, or expansion of business enterprises if the project is undertaken by a Type B corporation authorized to be created by a municipality:

(1) that has not for each of the preceding two fiscal years received more than \$50,000 in revenues from sales and use taxes imposed under this chapter; and

(2) the governing body of which has authorized the project by adopting a resolution only after giving the resolution at least two separate readings conducted at least one week apart.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.1561. PROJECTS RELATED TO AIRPORT FACILITIES IN CERTAIN MUNICIPALITIES. For purposes of this chapter, "project" includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for the development or expansion of airport or railport facilities, including hangars, maintenance and repair facilities, cargo facilities, and related infrastructure located on or adjacent to an airport or railport facility, if the project is undertaken by a Type B corporation authorized to be created by a municipality:

(1) that enters into a development agreement with an entity in which the entity acquires a leasehold or other possessory interest from the corporation and is authorized to sublease the entity's interest for other projects authorized by Sections 505.151 through 505.156; and

(2) the governing body of which has authorized the development agreement by adopting a resolution at a meeting called as authorized by law.

Added by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 15.014(a), eff. September 1, 2009.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 150 (S.B. 2052), Sec. 2, eff. September 1, 2009.



Sec. 505.157. PROJECTS RELATED TO BUSINESS ENTERPRISES IN LANDLOCKED COMMUNITIES. (a) In this section, "landlocked community" means a municipality that:

(1) is wholly or partly located in a county with a population of two million or more; and

(2) has within its municipal limits and extraterritorial jurisdiction less than 100 acres that can be used for the development of manufacturing or industrial facilities in accordance with the municipality's zoning laws or land use restrictions.

(b) For a landlocked community that authorizes or has authorized the creation of a Type B corporation, "project" also includes expenditures found by the board of directors to be required for the promotion of new or expanded business enterprises in the landlocked community.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.158. PROJECTS RELATED TO BUSINESS DEVELOPMENT IN CERTAIN SMALL MUNICIPALITIES. (a) For a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development.

(b) A Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.159. HEARING REQUIRED TO UNDERTAKE PROJECT. (a) Except as provided by Subsection (b), a Type B corporation shall hold at least one public hearing on a proposed project before spending money to undertake the project.

(b) A Type B corporation the creation of which was authorized by a municipality with a population of less than 20,000 is not required to hold



a public hearing under this section if the proposed project is defined by Subchapter C, Chapter 501.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 15.015(a), eff. September 1, 2009.

Sec. 505.160. ELECTION REQUIRED FOR PROJECT; PETITION. (a) A Type B corporation may undertake a project under this chapter unless, not later than the 60th day after the date notice of the specific project or general type of project is first published, the governing body of the authorizing municipality receives a petition from more than 10 percent of the registered voters of the municipality requesting that an election be held before the specific project or general type of project is undertaken.

(b) The governing body of the authorizing municipality is not required to hold an election after the submission of a petition under Subsection (a) if the voters of the municipality have previously approved the undertaking of the specific project or general type of project:

- (1) at an election ordered for that purpose by the governing body of the municipality; or
- (2) in conjunction with another election required under this chapter.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.161. PUBLIC PURPOSE DESIGNATION; EXEMPTION FROM TAXATION.

(a) The legislature finds for all constitutional and statutory purposes that:

(1) a project of the type added to the definition of "project" by this subchapter is owned, used, and held for a public purpose for and on behalf of the municipality that authorized the creation of the Type B corporation; and

(2) except as otherwise provided by this section, Section 501.160 of this subtitle and Section 25.07(a), Tax Code, do not apply to a leasehold or other possessory interest granted by a Type B corporation during the period the corporation owns projects on behalf of the authorizing municipality.

KB21

# Texas Municipal League Economic Development Handbook



**2020 Editor**

Zindia Thomas  
Assistant General Counsel  
Texas Municipal League

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512-231-7400

Updated January 2020

# **BY-LAWS OF THE TYPE 4B RANGER ECONOMIC DEVELOPMENT**

**CORPORATION OF THE CITY OF RANGER, TEXAS**

**A NON-PROFIT CORPORATION**

## **SECTION I OFFICES**

### **1.1 Registered Office and Registered Agent**

The corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The Board of Directors may, from time to time, change the registered office, provided that such change is appropriately reflected in these By-laws and in the Articles of Incorporation, and filed with the Secretary of State.

The registered office of the Corporation shall be 400 West Main Street, Ranger, Texas 76470, and the initial registered agent shall be City Secretary, Mary Wells, whose mailing address is 400 West Main Street, Ranger Texas 76470, and who may be served with process at 400 West Main Street, Ranger, Texas 76470.

### **1.2 Principal Office**

The principal office of the Corporation in the State of Texas shall be located in the City Hall, City of Ranger, County of Eastland, and it shall be identical with the registered office of the Corporation.

## **SECTION II PURPOSE**

### **2.1 Purposes**

The Corporation is a non-profit corporation specifically governed by the Texas Development Corporation Act of 1979, Article 5190.6 S 4B, as amended (herein referred to as the "Act"). The purpose of the Type 4 B Ranger Economic Development Corporation, (herein after 4 B REDC), shall be to promote, assist, and enhance economic development in accordance with the Articles of Incorporation, and to engage in any and all activities authorized by the Texas Development Act of 1979, as amended. The Corporation shall have all of the powers enumerated in Section 23 (a) of Article 5190.6, except as limited by these By-laws, the Articles of Incorporation, or vote of the City Commission.



- i. The Board shall review and update its overall economic development plan each year to ensure that said plan is up to date with the current economic climate and is capable of meeting Ranger's current economic development needs.

2. The Board shall expend, in accordance with all applicable laws, the funds received by it on the implementation of its overall economic development plan and on direct economic development. Such expenditures may have a direct benefit on the citizens and businesses of Ranger, according to expenditures allowed by Texas Statute.

As used in this article, "direct economic development" shall mean projects or programs that directly accomplish or aid in the accomplishment of creating new jobs or retaining existing jobs, including educational, job training, planning and research activities necessary to promote job creation or retention and other acts allowed by a Type 4 B Economic Development Corporation under Texas statute or Texas case law. The Corporation's focus for direct economic development will be primarily in the areas of

- a. Job and Investment Creation
- b. Workforce Development
- c. Infrastructure Development and Replacement
- d. Business Development, Retention, and Expansion
- e. Promote Affordable Housing
- f. Reclamation of Uninhabitable or Abandoned Structures and Properties

3. The Board of Directors shall make a detailed report to the City Commission at least once each year, and at such other times as requested by the City Commission. Such report shall include, but not limited to, the following:
  - a. A review of all expenditures made by the Board in connection with their activities involving direct economic development as defined in this article, together with a report of all other expenditures made by the Board.
  - b. A review of accomplishments of the Board in the area of direct economic development, together with a proposed budget for the coming year.
  - c. The policies and strategy followed by the Board in the relation to direct economic development together with any new or proposed changes in said policies and strategy.
  - d. The activities of the Board for the budget year addressed in said annual report, together with any proposed change in said activity relating to direct economic development.
  - e. A review of the activities of the Board in areas of endeavor other than direct economic development together with any proposed changes in such activities.



## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("Amendment") shall be effective as of January 31, 2022 ("Effective Date") and is between the City of Ranger, Texas, a Texas municipal corporation (hereinafter "Lessor"), the owner of Ranger Municipal Airport (hereinafter "Airport"), and the Ranger Airfield Maintenance Foundation, a non-profit corporation (hereinafter "Lessee"), with each party to this Amendment being individually referred to as "Party" or collectively being referred to as "Parties".

**WHEREAS**, Lessee is the current lessee under that certain Lease Agreement, dated December 4, 2018, with Lessor, (hereinafter "Lease");

**WHEREAS**, Lessor desires to convey ownership of the Airport to Lessee upon the satisfaction of certain improvements; and

**WHEREAS**, the Parties to this Amendment would like to amend the Lease as set forth in Sections 1-7 below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Lessor and Lessee, the Parties hereby agree as follows:

1. **Additional Hangars.** Lessee shall permit not less than three (3) new, vintage-style appearance aircraft hangars to be constructed on Airport property by approved third parties. Lessee also agrees to sublease to each third party constructing a new hangar, a lot of land in the dimensions of the newly constructed hangar. Said lots will be sold/transferred to private ownership upon execution of Section 3 below. The aforementioned third parties are subject to approval by Lessee, and that approval cannot be unreasonably withheld.
2. **1928 Hangar.** Lessee shall restore Lessor's 60'x60' 1928 hangar to its historical 1928 size and appearance.
3. **Purchase Option.** Upon completion of Sections 1 & 2 above and subject to adherence to all provisions that are required under Texas Department of Transportation Airport Division, Lessor shall convey to Lessee the Airport and Airport Property as set out in Exhibit "A" attached hereto and incorporated herein. Airport Property shall include Airport land, rights, fixtures, and appurtenances, but shall not include the approximately 80'x80' lot of land upon which the City's 1928 hangar. Such hangar shall continue to serve as the Leased Premises under the Lease between Lessor and Lessee. Conveyance shall be under a Special Warranty Deed with an automatic right of reversion outlined in 4 below.
4. **Right of Reverter.** Under the terms of the Special Warranty Deed, Lessee is granted the Airport and Airport Property to facilitate development of the property around the Airport with personally owned hangars. Subject to the Special Warranty Deed, Lessee agrees that the Airport's current runways and infield will not be developed, and no currently existing runway (longest being Runway 1/19, 3400 feet) will be shortened more than 25% in length or in any way permanently closed. If any of these events occur, Lessee's right of ownership to the runways and the infield shall automatically revert to Lessor.
5. **Amendment Governs.** Should there be a conflict between the terms and conditions of this Amendment and the terms and conditions of the Lease or any other oral or written agreement between the Parties,

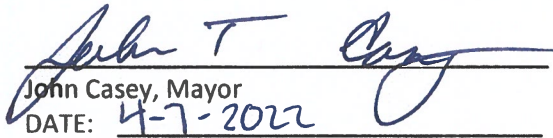
the terms and conditions of this Amendment shall control and govern. The remainder of the Lease not amended by this Amendment shall remain in full force and effect.

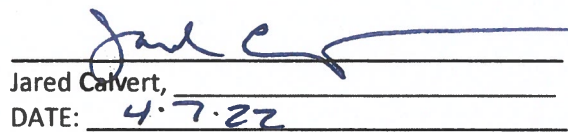
6. Successors and Assigns. This Amendment shall inure to the benefit and bind the respective heirs, representatives, successors and permitted assigns of the parties.

7. Entire Agreement. This Amendment embodies and includes the entire agreement between the Parties. This Amendment may only be amended or modified by mutual written agreement by all of the Parties hereto or their respective successors and assigns.

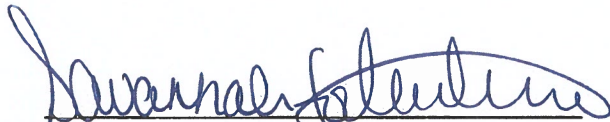
CITY OF RANGER

RANGER AIRFIELD MAINTENANCE FOUNDATION

  
\_\_\_\_\_  
John Casey, Mayor  
DATE: 4-7-2022

  
\_\_\_\_\_  
Jared Calvert,  
DATE: 4-7-22

ATTEST:

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

Sec. 505.152. PROJECTS RELATED TO RECREATIONAL OR COMMUNITY FACILITIES. For purposes of this chapter, "project" includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. [2278](#)), Sec. 3.01, eff. April 1, 2009.

Sec. 505.156. PROJECTS RELATED TO BUSINESS ENTERPRISES IN CERTAIN MUNICIPALITIES. For purposes of this chapter, "project" includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for the development, retention, or expansion of business enterprises if the project is undertaken by a Type B corporation authorized to be created by a municipality:

- (1) that has not for each of the preceding two fiscal years received more than \$50,000 in revenues from sales and use taxes imposed under this chapter; and
- (2) the governing body of which has authorized the project by adopting a resolution only after giving the resolution at least two separate readings conducted at least one week apart.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. [2278](#)), Sec. 3.01, eff. April 1, 2009.

Sec. 505.1561. PROJECTS RELATED TO AIRPORT FACILITIES IN CERTAIN MUNICIPALITIES. For purposes of this chapter, "project" includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for the development or expansion of airport or railport facilities, including hangars, maintenance and repair facilities, cargo facilities, and related infrastructure located on or adjacent to an airport or railport facility, if the project is undertaken by a Type B corporation authorized to be created by a municipality:

- (1) that enters into a development agreement with an entity in which the entity acquires a leasehold or other possessory interest from the corporation and is authorized to sublease the entity's interest for other projects authorized by Sections [505.151](#) through [505.156](#); and
- (2) the governing body of which has authorized the development agreement by adopting a resolution at a meeting called as authorized by law.

Added by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. [1969](#)), Sec. 15.014(a), eff. September 1, 2009.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 150 (S.B. 2052), Sec. 2, eff. September 1, 2009.

Sec. 505.158. PROJECTS RELATED TO BUSINESS DEVELOPMENT IN CERTAIN SMALL MUNICIPALITIES. (a) For a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development.

(b) A Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.



Questions posed by Kevan Moize and answers:

1. What provision of chapter 504 or 505 Local Government Code Title 12 does this project qualify?

See attached documents.

2. What economic benefit is provided to the city?

Enables Utility sales for initially 3 new customers, adding as many as 12 others in the coming years. Adds homes to the tax base to support the City of Ranger operations, utility sales from city, additional tax base for Ranger ISD and Ranger College, visitors, events, maintenance items. Also increases value of REDC properties.

3. Is there a performance agreement? Is there a Development Agreement?

There is a performance and development agreement between the City of Ranger and the airfield foundation per the 2018 lease and 2022 lease amendment.

4. How do we justify taps for these homes and not for other citizens?

No taps were requested from the REDC. A request was made to install one tap on the sewer line already located on City property.

5. Is engineering required on behalf of the city?

Yes, see attachment.

6. Is the existing water and sewer system sufficient for the flows anticipated by this new service?

"The existing water line that will be used for the new construction of our infrastructure is a 6" Schedule 40 pipe. The general consensus pertaining to the water pressure is around 60 to 70 psi. In my opinion, this line would be sufficient enough to supply the 7 projected services as well as being suitable for fire protection. Although, without a proper impact study and knowing the flow rating of the hydrants (which is checked after the construction for static pressure and gpm flow rating), I cannot for sure say that it will be adequate." per Mr. Lopez

7. Has the fire department approved a plan of the hydrants?

Chief Fox did visit the airfield, and advised one hydrant be placed on airfield property, just across the fence separating Ranger College and the airfield. Fox also stated the current road was sufficient and so long as the road extension is of the same specs there should be no problems.

8. Are the meters at the existing city lines or will the city have increased flushing? What would be the annual cost of this?

See answer to 9.

9. Will the location of the hydrants require additional flushing? What would be the annual cost of this?

"Any new service line for residential use will be tapped off of the newly constructed main. With this newly installed line, a dead-end main will be created. There will be a hydrant placed on the end of the line to be able to properly flush this line annually as well as monthly per the state rules and regulations mandated by TCEQ. A 6" pipe holds approximately 1.5 gals of water per foot. Without knowing the static

Questions posed by Kevan Moize and answers:

and dynamic residual for the disinfectant residual that the pipe will maintain, I cannot accurately determine the cost of flushing nor the amount of water that will have to be displaced to adequately maintain residual, but suggesting the source of water that feeds the new line maintains residual sufficiently, a minimum of 1500 gals would have to be displaced monthly (or as needed). **Again**, without proper and documented information or a proper impact study, this is just my **opinion.**" per Mr. Lopez

10. Will the city be required to install a lift station? If so, will there be cost associated with the power of same?

No, the first 3 hangars will be gravity flow. Further additions to the south will require grinder/pumps located on each customer's property and paid for by that customer.

11. Will there be continuous access by the city to the lines, manhole and hydrants?

All utilities on airfield will have access. Utilities run on College property will need to be answered by the College.

12. Will there be any other recurring cost associated with this project?

"Any reoccurring cost for the city cannot be determined at this point. One thing to take into consideration though is the cost of the water flushed, which is listed as known water loss, as well as the time that is paid to an employee who will be flushing it. On the water side of the project other than flushing, there shouldn't be many recurring costs other than flushing and if so they would be minimal." per Mr. Lopez

Questions posed by Kevan Moize and answers:

Mr. Gerdes,

As you requested, I have to the best of my knowledge reviewed questions 6, 8, 9, and 12.

**#6:** The existing water line that will be used for the new construction of our infrastructure is a 6" Schedule 40 pipe. The general consensus pertaining to the water pressure is around 60 to 70 psi. In my **opinion**, this line would be sufficient enough to supply the 7 projected services as well as a being suitable for fire protection. **Although**, without a proper impact study and knowing the flow rating of the hydrants (which is checked after the construction for static pressure and gpm flow rating), I cannot for sure say that it will be adequate.

**#8/#9:** Any new service line for residential use will be tapped off of the newly constructed main. With this newly installed line, a dead-end main will be created. There will be a hydrant placed on the end of the line to be able to properly flush this line annually as well as monthly per the state rules and regulations mandated by TCEQ. A 6" pipe holds approximately 1.5 gals of water per foot. Without knowing the static and dynamic residual for the disinfectant residual that the pipe will maintain, I cannot accurately determine the cost of flushing nor the amount of water that will have to be displaced to adequately maintain residual, but suggesting the source of water that feeds the new line maintains residual sufficiently, a minimum of 1500 gals would have to be displaced monthly (or as needed). **Again**, without proper and documented information or a proper impact study, this is just my **opinion**.

**#12:** Any reoccurring cost for the city cannot be determined at this point. One thing to take into consideration though is the cost of the water flushed, which is listed as known water loss, as well as the time that is paid to an employee who will be flushing it. On the water side of the project other than flushing, there shouldn't be many recurring costs other than flushing and if so they would be minimal.

These statements and answers in regards to your questions are only my **opinion** based on my experience in the water industry and my knowledge of the city's current infrastructure. My recommendation to have these questions properly answered, would need an impact study performed on the effects of the distribution system in the area projected for the new construction.

Public Works Director

Andrew Lopez



July 14, 2022

Ranger Economic Development Corporation  
400 W. Main St.  
Ranger, TX 76470  
Attn: Mr. Steve Gerdes

**Re: Proposal for Services**

Dear Mr. Gerdes:

At your request, Enprotec / Hibbs & Todd, Inc. (hereinafter referred to as "eHT") is pleased to provide the following proposal for geotechnical, environmental, survey and/or engineering services.

Project Name: Water Line Extension Project for Ranger Economic Development Corporation (REDC)

Project Location: Ranger, TX

Type of Services to be Performed: Water Line Design for line extension

The scope of services is more fully detailed on the attached Exhibit "A".

eHT shall be compensated for its services as follows:

- ( ) A lump sum amount of \$\_\_\_\_\_.
- ( ) At eHT's standard billing rates not to exceed a maximum of \$\_\_\_\_\_.
- ( X ) At eHT's standard billing rates.

A copy of eHT's standard billing rates is attached hereto as Exhibit "B". Payment terms shall be as set forth in the General Conditions (Exhibit "C") to this proposal. Any and all exhibits attached hereto are incorporated herein as if fully set forth herein as a part of this Proposal of Services.

eHT's primary contact on this proposal will be: Scott D. Hay, P.E.  
Telephone number: (325) 698-5560  
Facsimile number: (325) 690-3240  
Email address: [scott.hay@e-ht.com](mailto:scott.hay@e-ht.com)





Steve Gerdes  
 July 14, 2022  
 Page 2

**THE CONTRACT DOCUMENTS INCLUDE THIS PROPOSAL, EXHIBIT "A", "B" AND "C" AND ANY SUBSEQUENT AMENDMENTS IN WRITING EXECUTED BY THE PARTIES.**

If this proposal and the contract documents meet with your approval, please sign below on the space provided, insert your primary contact information, and retain one duplicate for your records. Please return one duplicate original to me.

We appreciate the opportunity to serve your engineering needs. Please contact us if you have any questions.

Sincerely,

**Enprotec / Hibbs & Todd, Inc.**

Scott D. Hay, P.E.  
 Vice President

**Acknowledgement / Acceptance / Authorization to Proceed**

I acknowledge receipt of the above referenced Proposal for Services, including all referenced exhibits, attachments, and documents. I accept the terms and conditions of this proposal and hereby authorize eHT to proceed with the referenced scope of work.

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Our primary contact for this proposal / project will be:

Primary Contact Name: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Mobile Number: \_\_\_\_\_  
 Facsimile Number: \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 Billing Contact Name: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Billing Telephone No: \_\_\_\_\_

**Exhibit "A"**  
**Scope of Services**

Attached to and Incorporated into by Reference the Proposal for Services

**Dated:** July 14, 2022

Fully describe the services to be performed:

**Water Line Design**

Assist the REDC with design of a water line extension of approx. 1,000 feet to serve REDC property. The water line is intended to be part of the City of Ranger public water system. The project is not intended to be bid. Owner requires sufficient plans and specifications to allow a reputable pipeline contractor to properly install the project. Owner will engage the pipeline contractor. Engineer's involvement during construction would involve periodic inspection of the work during installation.

Timeline: Begin work upon receipt of signed proposal.

Payment: The estimated cost for the services is \$4,500.00. Only hours for services actually provided will be charged. eHT's engineering services will be hourly in accordance with eHT's current standard billing rates. The current rates are found in Exhibit "B".

**Exhibit "B"**

**Enprotec / Hibbs & Todd, Inc.  
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2022)**

Charges include all salaries, salary expense, overhead, and profit.

Principal.....	\$ 230.00 per hour
Senior Project Manager.....	190.00 per hour
Project Manager.....	170.00 per hour
Senior Engineer / Geologist.....	150.00 per hour
Project Engineer / Geologist.....	135.00 per hour
Staff Engineer I / Geologist I.....	120.00 per hour
Staff Engineer II / Geologist II.....	105.00 per hour
RPLS I.....	155.00 per hour
Operations Specialist / Regulatory Compliance Specialist.....	150.00 per hour
Contract Operator (Certified Class A/B Operator.....	120.00 per hour
Contract Operator (Certified Class C/D Water Operator).....	100.00 per hour
Engineering / Field Technician I.....	135.00 per hour
Engineering / Field Technician II.....	110.00 per hour
Engineering / Field Technician III.....	85.00 per hour
Survey Tech I.....	85.00 per hour
Survey Tech II.....	65.00 per hour
CAD I.....	130.00 per hour
CAD II.....	100.00 per hour
CAD III.....	65.00 per hour
Administrative.....	70.00 per hour
Survey Party.....	225.00 per hour - 3 man
.....	200.00 per hour - 2 man
.....	175.00 per hour - 1 man

**Expense Items**

Consultants, Contractors & Supplies.....	Cost plus 10%
Travel (out of town only).....	Current IRS rate per mile
Lodging and meals (out of town trips).....	Actual cost

## EXHIBIT "C"

### GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Enprotec / Hibbs & Todd, Inc. (hereinafter referred to as "eHT") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific assessment, survey, geotechnical, analytical, testing, or other service to be performed by eHT as set forth in eHT's Proposal for Services (hereinafter referred to as proposal), Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by eHT. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of eHT's work. eHT shall have no duty or obligation to any third party greater than that set forth in eHT's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from eHT, and/or the reliance on any of eHT's work, shall constitute acceptance of the terms of eHT's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
  
2. **ASSESSMENT, IDENTIFICATION, OR TESTING SERVICES:** If eHT's services include assessment, identification, or testing services the number of investigations eHT makes, the number of samples eHT collects, or the number of tests it performs are necessarily limited by budgetary and time constraints, and observations and samples because they are obtained from a specific geographic location may not exactly represent similar samples or observations in the immediate vicinity. Client agrees to the amount or level of testing performed and the associated risk. **eHT does not guarantee that all violations, problems, or sources of possible environmental condition will be identified, that all contaminants or environmental conditions will be detected/identified, or that requirements, standards, or conditions will not change over time.** Any report issued by eHT will set forth its findings and conclusions based on the limited information available from the observations, investigations, sampling and/or testing conducted under this Agreement. In preparing its report, eHT may review and interpret information provided by the Client, third parties, and regulatory agencies and will be entitled to rely on the accuracy of such information, including laboratory results, without performing an independent verification. eHT may include in its report a Statement of Limitations describing the limits of its investigations and findings and a statement that the report is for the Client's use only and will not be relied on by any third party, except as expressly agreed in writing by eHT, and then only at such third party's own risk.  
  
eHT will take reasonable precautions to reduce damage to the site when performing Work; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Work.
  
3. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by eHT or others to be timely and properly performed in accordance with the plans, specifications and contract documents and eHT's recommendations. No claims for loss, damage or injury shall be brought against eHT by Client or any third party unless all tests and inspections have been so performed and unless eHT's recommendations have been followed. Client agrees to indemnify, defend and hold eHT, it's officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or eHT's recommendations are not so followed except to the extent that such failure is the result of the gross negligence, willful or wanton act or omission of eHT, it's officers, agents, or employees, subject to the limitation contained in paragraph 9.
  
4. **SCHEDULING OF WORK:** The services set forth in eHT's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by eHT personnel at the prices quoted. If eHT is required to delay commencement of the work or if, upon embarking upon its work, eHT is required to stop or interrupt the progress of its work as a result of changes in the scope of work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of eHT, additional charges will be determined solely by eHT and will be applicable and payable by Client.
  
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for eHT to perform the work. eHT shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, eHT has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires eHT to restore the site to its former condition,



upon written request, eHT will perform such additional work as is necessary to do so and Client agrees to pay eHT for the cost, such costs to be solely determined by eHT.

6. **CLIENT'S DUTY TO NOTIFY eHT:** Client represents and warrants that it has advised eHT of any known or suspected hazardous materials, utility lines and pollutants at any site at which eHT is to do work hereunder, and unless eHT has assumed in writing the responsibility of locating subsurface objects, structures, lines, or conduits, Client agrees to defend, indemnify and save eHT harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to eHT's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines, or conduits where the actual or potential presence and location thereof were not revealed to eHT by Client.
7. **RESPONSIBILITY:** eHT's work shall not include determining, supervising or implementing the means, methods, techniques, sequences, or procedures of construction. eHT shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety, or welfare unless the scope of work shown on Exhibit "A" includes construction site inspection services. eHT's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance of its work in accordance with the contract documents. eHT has no right or duty to stop or control in any respect the contractor's work.
8. **SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of on or before sixty (60) days after submission of eHT's report.
9. **PAYMENT:** Client shall be invoiced once a month for work performed during the preceding period. Client agrees to pay each invoice within fifteen (15) days of mailing said invoice. Client further agrees to pay twelve percent (12%) interest on all amounts invoiced and not paid or objected to for valid cause in writing within said fifteen (15) day period, until paid. Client agrees to pay eHT's cost of collection of all amounts due and unpaid after sixty (60) days, including, but not limited to court costs and reasonable attorney's fees. eHT shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein eHT waives any rights to a mechanics' lien, or any provision conditioning eHT's right to receive payment for its work upon payment to Client by any third party. **These General Conditions are notice, where required, that eHT shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 15 days of invoices shall constitute a release of eHT from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.**
10. **WARRANTY: eHT'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, eHT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER THE SAME OR SIMILAR CIRCUMSTANCES BY MEMBERS OF THE PROFESSION.**

**CLIENT RECOGNIZES THAT CONDITIONS MAY VARY FROM THOSE OBSERVED AT SPECIFIC LOCATIONS WHERE BORINGS, SURVEYS, OR OTHER SITE EXPLORATIONS ARE MADE, AND THAT SITE CONDITIONS MAY CHANGE OVER TIME.**

**THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED.**

**SHOULD eHT OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON eHT'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF eHT, IT'S OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO eHT FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.**

**IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT eHT'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF eHT'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF eHT'S FEE, WHICHEVER IS THE GREATER BY AGREEING TO**

**PAY eHT A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 10% OF THE TOTAL FEE TO BE CHARGED FOR eHT'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY eHT IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.**

**NOTWITHSTANDING THE FOREGOING eHT SHALL NOT BE LIABLE FOR CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST eHT, ARISING FROM OR RELATED TO eHT'S WORK MORE THAN TWO YEARS AFTER THE COMPLETION OR CESSATION OF eHT'S WORK HEREUNDER.**

11. **INDEMNITY:** Subject to the foregoing limitations, eHT agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses, including reasonable attorney's fees and court costs arising out of eHT's negligence to the extent of eHT's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim, or counterclaim against eHT, the party initiating such action shall reimburse to eHT all costs and expenses incurred by eHT to investigate, answer and defend such suit, cause of action, claim or counterclaim, including reasonable attorney's fees, witness fees, expenses and costs of court to the extent that eHT shall prevail in such suit, cause of action, claim, or counterclaim.
12. **HAZARDOUS MATERIALS:** Nothing contained within these General Conditions shall be construed or interpreted as requiring eHT to assume the status of an owner, operator, generator, storer, transporter, treater, or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **PROVISIONS SEVERABLE:** The parties understand and agree that these General Conditions shall be enforced as written. In the event any provision of these General Conditions should be found to be unenforceable, such provision shall be stricken and the remaining provisions shall be enforceable, to the extent possible.
14. **DISPUTE RESOLUTION:** Client shall not be entitled to assert a claim against eHT based on any theory of professional negligence unless and until Client has obtained a written opinion from a registered, independent and reputable engineer that eHT has violated the standard of care applicable to the performance of the Work. Client shall provide the opinion to eHT and the parties shall endeavor to resolve the dispute within thirty (30) days next following the notice from the Client. After such thirty (30) day period, Client may pursue his remedies at law or in equity. This agreement shall be governed and construed pursuant to the laws of the State of Texas, any litigation thereon shall be brought in the Courts of the State of Texas, sitting in Taylor County, Texas.
15. **TERMINATION ON NOTICE:** This agreement may be terminated by either party by the giving of ten (10) days' written notice of termination by regular mail, facsimile, or email to the addresses set forth above for eHT and Client. Should the agreement be terminated by client, eHT is to be paid for services performed up until the date of work stoppage due to the notice and twenty percent (20%) of the total contract fee (or estimated contract fee if an hourly or an hourly not to exceed contract) for non-billable time spent initiating and developing the project.

# QUOTATION

BenMark Supply Company Inc.

PO Box 5768  
Abilene, TX 79608  
325-692-9889

Order Number	
1367814	
Order Date	Page
07/05/2022 11:09:39	1 of 2

Quote Expires On: 08/04/2022

**Bill To:**

City Of Ranger  
400 West Main  
Ranger, TX 76470

**Ship To:**

City Of Ranger  
400 West Main  
Ranger, TX 76470

254-647-3522

Requested By: Andrew Lopez

Customer ID: 102256

PO Number		Ship Route	Taker			
			HOPES			
Quantities			Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	Item Description	UOM	Price	Price
			Unit Size	Unit Size		
1,000	0	1,000	FT	C900-060-DR18	FT	15,230.00
			1.0	6" C900 DR18 PVC Pipe OR	1.0	
2	0	2	EA	FHMH-040R	EA	3,276.0000
			1.0	4' Red M&H Fire Hydrant MJ Red	1.0	6,552.00
2	0	2	EA	DMT66	EA	215.0000
			1.0	6" MJ Tee	1.0	430.00
				TEE,6,MJ,C153,CL-ND		
4	0	4	EA	RWMH-060MJ	EA	968.0000
			1.0	6" MJ Gate Valve	1.0	3,872.00
				AWWA C-515		
12	0	12	EA	2006PEC	EA	75.0000
			1.0	6in Mega-Lug Pack For PVC	1.0	900.00
1	0	1	EA	DMP6	EA	86.0000
			1.0	6" MJ Plug	1.0	86.00
				PLUG,SOLID,6,MJ,C153,TC-ND		
4	0	4	EA	FA6	EA	140.0000
			1.0	6" Foster Adapter	1.0	560.00
1	0	1	EA	3490MJCS-6B6	EA	930.0000
			1.0	3490MJCS 6Bx6 Tap Sleeve (6.6-7.0)	1.0	930.00
1	0	1	EA	MGP6	EA	24.0000
			1.0	6" MJ Bolt & Gasket Pack	1.0	24.00
4	0	4	EA	VB165	EA	75.2400
			1.0	Water Valve Box #70 w/ Lid Non-Domestic	1.0	300.96

# QUOTATION

BenMark Supply Company Inc.

PO Box 5768  
 Abilene, TX 79608  
 325-692-9889

Order Number	
1367814	
Order Date	Page
07/05/2022 11:09:39	2 of 2

Quote Expires On: 08/04/2022

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Disp.</i>	<i>Item Description</i>	<i>UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
			<i>Unit Size</i>			<i>Unit Size</i>		

SIP 4305 & SIP 4301

Total Lines: 10

**SUB-TOTAL:** 28,884.96  
**TAX:** 0.00  
**AMOUNT DUE:** 28,884.96  
*U.S. Dollars*



# FSS Services Proposal

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7/15/22  
Ranger Economic Development Board  
Ranger, Texas

Dear Mr. Gerdes

Flint Stone Services, LLC (hereinafter referred to as "FSS") is pleased to provide our proposal for the above referenced project. FSS proposes to provide our services to REDC (hereinafter referred to as REDC or "Customer") in accordance with the following scope of work, schedule of fees, terms and conditions, and attachments:

## Scope of Work:

- Mobilize personnel and equipment.
- FSS supervisors will walk the location with your representative to identify and verify the locations for all proposed work.
- FSS will excavate/trench and bed propose water line
- FSS will supply labor, bedding.

## Schedule of Fees:

FSS labor excavating is \$20ft minimum of 680'  
FSS hauling for materials and bedding \$4250  
REDC will supply all materials.  
FSS will require a change order if excavating turns to rock.

## Work Schedule:

FSS will be available to mobilize within 10 working days of receipt of written acceptance of proposal.

## Terms and Conditions:

### Our proposal assumes the following:

- The above referenced project shall be accomplished during standard working hours which are M-F 7:00 A.M. to 5:00 P.M.
- That a workday shall constitute eight hours per day to include mobilization and demobilization of personnel.
- In the event that any of the above provisions are exceeded, our price will be adjusted accordingly.
- Any additions, deductions, or other changes to the original plans provided will be addressed through the use of change orders.

# FSS Services Proposal

Signature below by an authorized representative of the Customer and counter signature below by an authorized representative of FSS will constitute a Contract between FSS and the Customer to perform the services in accordance with the scope, pricing, schedule, and terms and conditions of this proposal and all attachments.

Any changes to FSS scope, schedule, or standard terms and conditions must be specifically agreed to by FSS in writing prior to acceptance of the proposal and terms and conditions incorporated herein.

If you accept this proposal, please sign the "Accepted by" section of this proposal below and return to FSS for our countersignature.

Sincerely,

Flint Stone Services, LLC

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By signature below, the Customer, hereby accepts the above proposal and agrees to all of the terms, conditions and exhibits referred to and incorporated therein:

Accepted by:

Accepted by:

**REDC**

**Flint Stone Services**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_







**CITY OF RANGER**  
**"CALLED" MEETING**  
6 June, 2016

**MINUTES**

**COUNCIL MEMBERS PRESENT:**

Honorable Joe Pilgrim	Mayor
Commissioner David Deaver	Place 1
Commissioner Esther Pierce	Place 2
Commissioner John Casey	Place 3
Commissioner Vicki Gerdes	Place 4

**Agenda Item 01: Call to Order- Mayor Pilgrim**

**Agenda Item 02: Roll Call- City Secretary**

**Agenda Item 03: Convene in Executive Session in accordance with Texas Government Code: Time: 5:31 pm**

**Note \*\*Commissioner Casey joined the meeting per telephone conference and remained on phone through out meeting**

**Section §551.072 to deliberate real property: to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.**

- 1. Discussion/Approval with possible action authorizing the REDC the sale of real property for the Boomtown Escalade project, of 5 acres, +/- out of the William Frells Survey, Abstract 120, City of Ranger, Eastland County, Texas.**

**Section §551.087 Deliberation Regarding Economic Development Negotiations: to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.**

- 1. Discussion/Approval with possible action to approve a development agreement with One Source Equipment, L.P. of the request for economic development assistance and/or incentives and real property for the Boomtown Escalade project, 144 acres of land +/- out of the William Frells Survey, Abstract No. 120, City of Ranger, Eastland County, Texas.**

**KA01**



**Agenda Item 04: Reconvene in Open Session to take action on items discussed in Executive Session- Mayor Pilgrim Time: 5:42 pm**

\*Commissioner Pierce made a motion to approve and authorize the Mayor to execute the Development Agreement between REDC and One Source Equipment, LP for the lease of 144 +/- acres and the purchase of 5 acres: Both tracts being part of the William Frells Survey Abstract 120, in the City of Ranger, Eastland County, Texas; and the future conveyance of the 144 +/- acre tract upon the completion of the facilities described in the Development Agreement; and the future negotiation of a 380 acre agreement between the City of Ranger and One Source Equipment or the assignee of One Source Equipment, all as contained in the Development Agreement. Commissioner Gerdes seconded the motion. **All Ayes** \*\*Commissioner Deaver abstained

**Agenda Item 05: Discussion of Disaster Declaration due to the catastrophic events from the recent storm damage.**

Mayor Pilgrim announced that he had signed a Disaster Declaration due to all the flooding and street damage. This is necessary to be eligible for FEMA Funding through Eastland County.

**Agenda Item 06: Discussion/Approval with possible action Request for Qualifications (RFQ) for engineering and grant writing services for future city projects.**

\*Commissioner Deaver made a motion to approve City Administrator's Request for Qualifications (RFQ) for engineering and grant writing. Commissioner Pierce seconded the motion. **All Ayes**

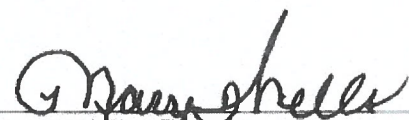
**Agenda item 07: ADJOURNMENT**

\*Commissioner Deaver made a motion to adjourn. Commissioner Casey (per phone) seconded the motion. **All Ayes** Time: 5:55 pm

CITY OF RANGER

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

ATTEST:

  
\_\_\_\_\_  
Mary Wells, City Secretary

KA02