



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, December 11, 2023 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects will be discussed, to wit:

Agenda Item 01: Call to Order- Mayor Robinson

Roll Call/Quorum Check

Invocation of Prayer

Pledge of Allegiance to the United States Flag

Pledge of Allegiance to the Texas Flag

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

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

Agenda Item 04: Discuss/Consider: approval of the city council meeting minutes for the regular meeting on November 13, 2023.

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

Agenda Item 06: Discuss/Consider: approval to authorize the city manager to enter into a contract with Image Trend for Ranger Fire & EMS reporting.

Agenda Item 07: Discuss/Consider: an update on the Dangerous Building Abatement Case for the building located at 314 W. Main Street, Ranger, Texas.

CITY OF RANGER COUNCIL MEETING AGENDA, DECEMBER 11, 2023 CONTINUED

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

- **Finance Report-** Director Carol Stephens
- **Library Report-** Librarian Diana McCullough
- **REDC 4A Report-** Marla Tovar, President
- **REDC 4B Report-** Marla Tovar, President
- **Municipal Court Report-** Judge Tammy Archer
- **Fire/EMS Report-** Chief Darrel Fox
- **Police Department-** Chief Moran
- **Animal Control/Code Enforcement-** Trace Douglas
- **Public Works Report-** Steven Burch

Agenda Item 09: Discuss/Consider: Convene into executive session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Professional Rules of Disciplinary Conduct to consult with legal counsel regarding:

- Cause No. CV2246534, Ranger Airfield Maintenance Foundation vs. City of Ranger, in the 91st Judicial District Court, Eastland County, Texas and the Ranger Airfield Foundation Lease Agreement; and
- Eastland County Water Supply District Water Rates.

Agenda Item 10: Discuss/Consider: Reconvene into open session to take action as determined appropriate in the City Council's discretion regarding:

- Cause No. CV2246534, Ranger Airfield Maintenance Foundation vs. City of Ranger, in the 91st Judicial District Court, Eastland County, Texas and the Ranger Airfield Foundation Lease Agreement; and
- Eastland County Water Supply District Water Rates.

Agenda Item 11: Discuss/Consider: Adjournment

I, the undersigned authority, do hereby certify that the above notice of meeting of the Governing Body of the City of Ranger is a true and correct copy of said notice on the bulletin board at the City Hall of the City of Ranger, a place convenient and readily available to the general public at all times, and notice was posted by 5:30 p.m., December 8, 2023 and remained posted for 72 hours preceding the scheduled time of the meeting.

Somer Lee

Somer Lee, City Secretary

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

NOTICE OF ASSISTANCE

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

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



REGULAR MEETING MINUTES

A Regular Meeting of the Governing Body of the City of Ranger, Texas, was held on **Monday, November 13, 2023 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects were discussed, to wit:

COUNCIL MEMBERS AND CITY STAFF PRESENT:

Honorable Terry Robinson	Mayor
Commissioner Joe Sigler	Place 1
Commissioner Kevan Moize	Place 2 Absent
Commissioner Wendy Erwin	Place 3
Commissioner Samantha McGinnis	Place 4
City Manager Savannah Fortenberry	
City Secretary Somer Lee	Absent
Honorable Tammy S. Archer	

Agenda Item 01: Call to Order- Mayor Robinson

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

Agenda Item 02: Citizen's Presentation: 1. Jared Calvert spoke regarding a public information request he had previously submitted to the city requesting attorney fees that had been sent to the Attorney General's Office for review. Mr. Calvert also expressed his opinions of the City Council, stating that they do not know right from wrong, and they continue to make poor choices.

Agenda Item 03: Announcements from City Council or Staff- 1. City Manager, Savannah Fortenberry, announced that city hall will be closed Wednesday, November 22nd -24th in observance of Thanksgiving. Ms. Fortenberry also stated that Stage 2 of the drought is still in effect until further notice and citizens are urged to conserve water as much as possible. **2.** Commissioner Erwin stated that she would like everyone to remember Betty Siver on her birthday today. Betty started the Quarter Store many years ago and always worked hard.

Agenda Item 04: Discuss/Consider: approval of the city council meeting minutes for the regular meeting on October 23, 2023, and the approval of the public hearing meeting minutes on October 23, 2023.

*Motion made by Commissioner Erwin to approve the minutes for the regular meeting on October 23, 2023 and the public hearing meeting minutes on October 23, 2023, and 2nd by Commissioner McGinnis. **All Ayes and Motion Passed**

Agenda Item 05: Discuss/Consider: update from the Eastland County Water Supply District (Elected Ranger Directors). **No Action Taken.**

*There were no representatives present for an update.

Agenda Item 06: Discuss/Consider: RESOLUTION NO. 2023-11-13-W: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS, TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF THE STATE HIGHWAY 101 (MAIN ST.) FROM THE RANGER WILLOW PARK TO COMMERCE STREET FOR THE ANNUAL RANGER HISTORICAL PRESERVATION SOCIETY'S NIGHT-TIME LIGHTED CHRISTMAS PARADE ON DECEMBER 1, 2023.

*Motion made by Commissioner Sigler to approve Resolution No. 2023-11-13-W: and 2nd by Commissioner Erwin. **All Ayes and Motion Passed.**

Agenda Item 07: Discuss/Consider: Consent Items; the Approval of Monthly Department Reports:

- **Finance Report-** Director Carol Stephens
- **Library Report-** Librarian Diana McCullough
- **REDC 4A Report-** President Marla Tovar
- **REDC 4B Report-** President Marla Tovar
- **Municipal Court Report-** Judge Tammy Archer
- **Fire/EMS Report-** Chief Darrel Fox
- **Police Department-** Chief Moran
- **Animal Control/Code Enforcement-** Trace Douglas
- **Public Works Report-** Steven Burch

*Motion made by Commissioner Sigler to approve the monthly department reports and 2nd by Commissioner McGinnis. **All Ayes and Motion Passed.**

Agenda Item 08: Discuss/Consider: Convene into executive session at **5:48pm** pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Professional Rules of Disciplinary Conduct to consult with legal counsel regarding Cause No. CV2246534, Ranger Airfield Maintenance Foundation vs. City of Ranger, in the 91st Judicial District Court, Eastland County, Texas.

Agenda Item 09: Discuss/Consider: Reconvene into open session at **6:20pm** to take action as determined appropriate in the City Council's discretion regarding Cause No. CV2246534, Ranger Airfield Maintenance Foundation vs. City of Ranger, in the 91st Judicial District Court, Eastland County, Texas.

***No Action Taken.**

Agenda Item 10: Discuss/Consider: Adjournment- 6:21p.m.

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

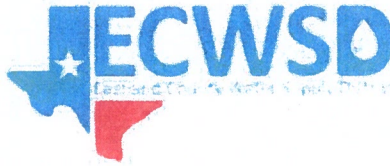
These minutes were approved on the 11th day of December, 2023

CITY OF RANGER, TEXAS

Terry Robinson, Mayor

ATTEST:

Somer Lee, City Secretary



December 6, 2023

City of Ranger

400 W Main St Ranger, TX 76470

At the November regular meeting of the Board of Directors of the Eastland County Water Supply District, the Board adopted their 2024 budget. They set the water rate at \$4.37 per 1,000 gallons of water. The new operating expenditure budget adopted was \$1,959,040.00. This new rate will become effective with the January Billing received in February, 2024.

The District will continue to strive to keep expenses down in order to keep the cost of water down, while producing the best quality of water to the communities of Ranger and Eastland.

Effective with the January water usage billed in February, the new rate for debt service and 2012 bonds and 2019 bonds will be:

Debt service charges (38.67% of 9229.17)

Interest & Sinking	12 months	\$3568.92
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2012 Bonds (38.67% of 151393.00)

(58543.67 divided equally over 1st 6months)

Interest & Sinking		\$9757.27
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2012 Bonds (38.67% of 69909.00)

(27033.81 divided equally over 2nd 6 months)

Interest & Sinking		\$4505.63
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2019 Bond (38.67% of 30000.00)

(11601.00 divided equally over 12 months) \$966.75

Should you or any of your commissioners have any questions, or if we can be of further service to you, please do not hesitate to call upon us.

Sincerely,

Steve Gerdes, President

Master Software and Services Agreement

CONTRACT NUMBER: 00008237.0

BETWEEN

**City of Ranger Fire Department & E.M.S.
400 West Main
Ranger, TX 76470**

AND

IMAGETREND®

**ImageTrend, LLC
20855 Kensington Blvd.
Lakeville, Minnesota 55044**

THIS AGREEMENT is made and entered into on the date last written below, by and between the ImageTrend, LLC, a Minnesota corporation (hereinafter "ImageTrend"), and City of Ranger Fire Department & E.M.S. (hereinafter "Client"), together "the Parties."

RECITALS

WHEREAS, Client desires to have services performed by ImageTrend; or

WHEREAS, Client desires to purchase Commercial-Off-The-Shelf Software from ImageTrend; or

WHEREAS, Client desires to purchase Custom Software Development from ImageTrend; and

WHEREAS, ImageTrend possesses technical skill, knowledge, and capability in consulting and designing custom and off-the-shelf software solutions and performing technical software services and Client desires such services.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Agreement" and **"This Agreement"** means this Master Software and Services Agreement, the Work Orders issued hereunder, all Attachments and Exhibits attached hereto, or any Amendments made in mutually executed hereto.

"Business Day" means a single 8 hour period occurring on a Monday, Tuesday, Wednesday, Thursday or Friday, 9:00am CST to 5:00pm CST, excluding holidays per §14(b) below. Unless specified in a Service Order, ImageTrend personnel will only perform services during Business Days.

"Business Week" means a 5 day period, beginning Monday at 9:00am CST and ending Friday at 5:00pm CST, excluding holidays per below.

"Confidential information" means the proprietary products and trade secrets, including, but not limited to, computer software, code, technical parameters, price lists, methods of pricing, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed. Information shall be considered Confidential Information if it is identified in writing as confidential or proprietary, or if disclosed verbally or visually in discussion, upon written notice specifying and describing the nature of the orally disclosed Confidential Information at that time, or within fifteen (15) days of such disclosure.

"Commercial Off The Shelf" or "COTS" means pre-designed software products which are made available for sale by ImageTrend to many customers. COTS is mutually exclusive to Custom Software or Custom IP. MOTS means Modified Off The Shelf, and is a derivative work of ImageTrend COTS Software.

"Custom IP" or "Custom Software" means software products, or other Intellectual Property, which is designed for a specific purpose, for a specific customer or CLIENT.

“Deliverable” means an intangible or tangible product, material, or service produced as a result of a Work Order, and each Deliverable is specified in the corresponding Work Order from which it is produced.

“Disclosing Party” means the party disclosing Confidential Information to the other party, see also Receiving Party.

“Effective Date” means the date upon which the last party has signed and executed this Agreement.

“Fixed Fee” means a fixed amount of compensation due in return for a fixed Deliverable.

“Governmental Entity” shall have the same meaning as “State and local government entities” as defined in the General Services Administration Acquisition Manual (GSAM) at 538.7001, as updated.

“Intellectual Property” means any intellectual property or proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, trade names, brand names, corporate names, assumed names and business names (“Trademarks”, which term shall include the items described in clause (viii) below); (ii) patents and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations or extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like statutory rights; inventions, invention disclosures, discoveries and improvements, whether patentable or not; (iii) copyrights and works of authorship; (iv) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding federal, state or foreign statutory or common law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person; (v) mask works; (vi) moral rights, author’s rights or rights of publicity; (vii) claims, causes of action and defenses relating to the enforcement of any of the foregoing; (viii) any applications for registration of any of the foregoing, and all renewals or extensions of any of the foregoing, whether now existing or hereafter arising; and (ix) the goodwill associated with each of the foregoing. For the avoidance of doubt, “Intellectual Property Rights” includes any and all of the foregoing related to computer software, data files, Source Code, Object Code, APIs, manuals, documentation, specifications, databases or other materials or information.

“Licensed Information” means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

“Local Travel” means travel to a destination in the Twin Cities Metro area, within 30 miles of Lakeville, MN.

“Materials” and “Expenses” means but is not limited to third party software licenses, physical hardware, test devices, or other items, reasonable travel expenses (including but not limited to food, lodging, and transportation), printing, delivery of materials, or any other cost reasonably incurred arising out of this Agreement.

“Master Services Agreement” means this document excluding Work Orders issued from this document.

“Pre-Existing Materials” means code, documentation, frameworks, development accelerators, tool sets or any other materials owned by ImageTrend and not developed as part of the services performed for

Client. It may include, without limitation, Security Framework, Dashboard, ImageTrend Frameworks, Report Writer and any other tools or Intellectual Property made or used by ImageTrend unrelated to this Agreement.

“On-Site Hour” means time an hour worked by ImageTrend personnel on Client premises, or other premises of Client’s choosing that are not ImageTrend’s corporate offices.

“Statement of Work” means the technical document which outlines a mutually agreed upon specification for particular Custom Development projects and associated costs, payment terms and acceptance procedures. This document requires client acceptance and signature prior to beginning work.

“Support” means technical support for the configuration and functioning of the products, including taking and monitoring defect reports, as defined further below in the Service Level Agreement between ImageTrend and Client.

“Software” means ImageTrend software provided to Client by ImageTrend, specifically software developed and/or written by ImageTrend. Software developed by a third-party which is purchased on behalf of Client is considered Third Party Material.

“Receiving Party” means the party receiving Confidential Information from the Disclosing Party.

“The Agreement” means collectively this Master Services Agreement, its Exhibits, all Work Orders issued from this Master Services Agreement, and all Exhibits to Work Orders.

“Third Party Material(s)” means software or other materials owned by a party other than Client or ImageTrend.

“Time and Materials Basis” means charges billable to the Client based upon each hour worked, multiplied by the hourly rate for the work, plus the cost of any Materials necessary (including but not limited to, the cost of third party software licenses, travel and accommodation expenses, or otherwise), or Materials beneficial (conditioned upon mutual assent of the parties), billed on a monthly basis in arrears.

“Work Order” means the document which outlines a mutually agreed upon set of services, products, or Deliverables and associated costs, payment terms, and acceptance procedures.

SECTION 2. TERM OF AGREEMENT

The Term of this Agreement shall be 12 months from the Effective Date of this Agreement (“Initial Term”). Upon expiration of a Term, the Term shall automatically renew under the same terms and conditions for additional subsequent 12 month term (“Renewal Term”), unless terminated under the terms of this Agreement or by otherwise giving the other party no less than 30 days of written notice prior to the last day of the then-current Term.

SECTION 3. WORK ORDERS

CREATION OF WORK ORDERS. The parties may, from time to time, work together to detail the specific engagement scope, pricing, acceptance criteria, and terms of services to be performed and Deliverables to be delivered by ImageTrend. ImageTrend will set forth these details as a Work Order. If the Work Order is for the purchase of COTS Software, the Work Order shall also outline the quantity and SKU of

each product or service as applicable. Should a Work Order contain no term regarding a topic, the terms of this Master Software and Services Agreement shall hold instead.

LIMITATIONS OF WORK ORDERS. Work Orders may include requirements on the Client. Such requirements, when executed as part of a mutual agreed writing, form a material part of this Agreement and of the Work Order where the requirement is presented. Additionally, either party may set forth factual assumptions (“Assumption”) in each Work Order. Notwithstanding anything in this Agreement or the Work Order, a Work Order will be rendered void to the extent that ImageTrend is obligated to perform services which are impossible or impracticable. Further, a Work Order will be rendered voidable to the extent that ImageTrend is obligated to perform services materially different than originally set out in that Work Order due to an inaccurate Assumption. The parties will make commercially reasonable efforts to negotiate an alternative or modified Work Order in light of the inaccurate Assumption.

MODIFICATION OF WORK ORDERS. Any modification to the scope or tasks identified within the Work Order that change the work budget by an estimated 10 hours of work or more shall require a new modified written Work Order or written Change Order. ImageTrend shall not work on the new tasks in the modified Work Order until the Client has provided signed written acceptance of the new Work Order. The parties may waive this requirement on a case-by-case basis in writing. Modifications requiring less than an estimated 10 hours of work may be proposed and accepted verbally, with such modifications requiring less than 10 hours of work billed on a Time and Materials basis.

FEE MODEL. The Work Order will contain fee and payment terms. The following fee models are contemplated:

Model Name	Definition
Fixed Fee	ImageTrend shall perform the work outlined in the Work Order for a fixed flat fee, plus Expenses. The Fixed Fee is exclusive of Expenses unless the Work Order outlines the Expenses. The Fixed Fee model may include milestone payments, with such milestone payments outlined in the Work Order.
Time and Materials	ImageTrend shall perform the work outlined in the Work Order on a Time and Materials basis, at the rate(s) specified in the Work Order.

LEGAL EFFECT. Work Orders issued under this Master Services Agreement are incorporated by reference into this Master Services Agreement which collectively is called “the Agreement.” Work Orders do not override the terms of this Master Services Agreement unless specifically stated that they do so. Work Orders may contain their own Fee/Payment Schedules and Payment Terms; those terms are binding insofar as they concern the services or Deliverables contemplated by the Work Order. For Work Orders without their own fee and payment terms, the payment terms in the Price Sheet and Work Order Attachment below control.

CUSTOMIZED SOFTWARE DEVELOPMENT. The parties may mutually agree to a Work Order also known as a Statement of Work for the development of new or custom software, also known as “Modified Off The Shelf” or MOTS. All normal requirements of the Work Order shall apply, but additionally the parties must work together to mutually define a Statement of Work which outlines the tasks, and their timelines, to be undertaken as part of the project. Any Customized Software or MOTS Software developed under this Agreement will be Intellectual Property owned by ImageTrend. Should Client

desire ownership of any Intellectual Property developed by ImageTrend, this must be embodied by a separate, mutually executed contract. For clarity, Client shall not and will not own any ImageTrend Intellectual Property under any circumstance under this Agreement. Client may only receive a license thereto as outlined in each Work Order.

SECTION 4. PERFORMANCE OF SERVICES

COMMENCEMENT. ImageTrend shall begin services described in the Work Order subsequent mutual signed execution the Work Order. No services shall begin before mutual signed and written final acceptance of each Work Order.

USE OF KNOW HOW. ImageTrend shall use its know-how, Intellectual Property, talent, skills, and employees to perform the services. Client shall conditionally receive a license to any and all pre-existing ImageTrend Intellectual Property and Know-How used in the creation of Deliverables and delivery of services as outlined below in §6 “Licensing and Intellectual Property” and the Software Licensing Terms Attachment.

MATERIALS. Materials (including, but not limited to, third party software licenses, physical hardware, test devices, or other items and any other Material) that will be used in the development of the Software will be identified by ImageTrend to Client. ImageTrend shall acquire such Materials as the parties mutually agree should be acquired, and it shall be the Client’s responsibility to pay for those materials.

ACCEPTANCE OF SERVICES AND DELIVERABLES. ImageTrend shall deliver completed Deliverables and services to Client for acceptance. Each Work Order must detail the acceptance criteria for each Deliverable or service contained within that Work Order. If a Deliverable or services acceptance criteria is measurable objectively, it shall be complete upon satisfaction of that objective measurement without regard to either party’s satisfaction with the Deliverable. If 1) a Deliverable’s acceptance criteria is based on Client’s satisfaction with the Deliverable, or 2) no acceptance criteria is detailed, then the following default clause shall apply:

After delivery of the Deliverable or performance of the service, Client shall have no more than 15 days to: 1) accept the deliverable or service, or 2) reject the deliverable or service by providing a written rejection that reasonably sets forth the reason for the rejection and the changes required to gain Client’s acceptance, or 3) provide a written request for a 15 additional day extension to review the Deliverable or service; ImageTrend shall not unreasonably withhold approval of such 15 day extension. If Client does not provide an acceptance within the above time frame inclusive of extensions, the Deliverable or service will be deemed accepted. After delivery of the fourth revision of the service or Deliverable, the service or Deliverable shall be deemed accepted by Client.

SECTION 5. FEES, INVOICING, AND PAYMENT TERMS

PROMPT PAYMENT ACTS. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING PARAGRAPH APPLIES: To the degree any term in this Section 5, or any payment related term in any Work Order,

conflicts with the governing prompt payment act or similar procurement act which unambiguously limits client's ability to agree or comply with any term in this section 5 or in any payment related term in any work order ("The PPA"), the term in the PPA will instead control. For clarity, unless there is an unambiguous conflict between the terms of this Section 5 or in any Work Order, the PPA shall not control and this Agreement shall still control.

FEES. Client shall owe to ImageTrend such fees as set forth in each mutually executed Work Order.

SCHEDULING NON-LOCAL TRAVEL. For air travel Client may, and is strongly advised to, schedule travel no less than 3 weeks in advance of the first on-site date by written request; ImageTrend reserves the right to approve or deny travel requests on a per-request basis. Client may also request travel by writing with 3 weeks or less advance notice; ImageTrend reserves the right to approve or deny such travel requests, and to invoice costs to Client due to scheduling changes ImageTrend must make to accommodate such a request if approved.

CANCELLATION, RESCHEDULE, OR DELAY. Client will provide to ImageTrend (10) ten business days prior written notice of Client's intent to delay, reschedule, or cancel ("Staffing Change") any service in a Work Order which requires an ImageTrend employee to perform work at a specific location or at a specific time (e.g. face-to-face meetings, on-site visits, after hours on-call status). If Client fails to provide such notice, Client shall reimburse ImageTrend for loss caused by the Staffing Change. ImageTrend shall use commercially reasonable efforts to mitigate any losses that would be incurred by a Staffing Change and due to ImageTrend by Client.

INVOICING. Unless otherwise specified in a Work Order, invoices must be paid on Net 30 terms. Any objection to an invoice must be made in writing. Client may request up to an additional 15 days to review Deliverables associated with an invoice, approval to which ImageTrend shall not unreasonably withhold. If Client does not object to an invoice, or request an extension to review Deliverables, within 15 days after receipt of the invoice then the invoice is deemed accepted and any right to object to the invoice is waived. Payment shall be made by check or by ACH transfer to ImageTrend.

REMEDIES FOR NON-PAYMENT. Should Client fail to pay per the terms of this Agreement and this Section 5, ImageTrend may; 1) suspend services under all Work Orders until such payment is made in full, and/or 2) charge a late fee at the lesser of 1.5% or the maximum allowed by law, and/or 3) invoice Client for the costs of collection including reasonable attorney's fees.

TRAVEL COSTS. Should Client desire ImageTrend to send personnel to a location of Client's choosing in the continental United States, Client may pay \$1,800 per ImageTrend trainer per trip and a further \$1,750 per trainer per day spent at Client's chosen location. Travel outside of the continental US will be quoted by ImageTrend upon request. Travel may only be scheduled for a maximum of one business week of Monday through Friday per trip; however, Client may book consecutive trips. Non-local travel scheduling which runs from one business week into a subsequent business week(s) (e.g. start date on Friday at 8:00am, end date Wednesday at 5:00pm, "Overlapped Weekend") will result in ImageTrend invoicing Client an additional trip for each Overlapped Weekend. ImageTrend staff will work 8 hours

each day, except on the first and last day of each trip ImageTrend may reserve up to 2 hours of the Business Day for travel time.

TIME AND MATERIALS RATE. Unless otherwise specified in a Work Order, ImageTrend's Time and Materials rate is \$225.00 per hour.

PRICE ESCALATION. ImageTrend reserves the right to escalate the prices contained herein, and any recurring fee, by no more than 7% of the then current price for each anniversary of the Effective Date beginning one year from the last signature. ImageTrend further reserves the right to escalate travel prices once per year upon written notice to Client. Such travel price increases will only affect future travel prices and will not change the price or amount due to ImageTrend for previously rendered travel.

SECTION 6. DATA AND INTELLECTUAL PROPERTY

CLIENT DATA. All Client data provided to ImageTrend remains at all times the property of the Client unless otherwise specified by a Work Order. ImageTrend will not to use or make available any personally identifiable information or patient health information other than for performing the services outlined in a Work Order, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application's proper functioning, maintenance, optimization, or improvement. ImageTrend will not in any way transfer to any third party any Confidential Information of Client.

DE-IDENTIFICATION. ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at <http://dx.doi.org/10.6028/NIST.IR.8053>). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP. All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below in the Software Licensing Terms Attachment, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Work Order. New Deliverables utilizing the same Pre-Existing IP may require another

license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per in the Software Licensing Terms Attachment below, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

SECTION 7. CONFIDENTIALITY

CONFIDENTIALITY ACKNOWLEDGEMENT. Each party hereby acknowledges and agrees that the other Party's Data, potential clients or customers, client or customer lists, business plans, pricing structures, software and database designs, and any other information a Party has marked as Confidential, constitute Confidential Information. Each party agrees to treat (and take precautions to ensure that its authorized personnel treat) Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below. Orally transmitted information shall not be Confidential Information unless specified as such in a writing transmitted from the Disclosing party to the Receiving party within 15 days of the oral transmission, with such writing providing a reasonable description and scope of the Confidential Information transmitted.

CONFIDENTIALITY OBLIGATIONS. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this §7 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by a Party by means other than the disclosure of the information by the Disclosing Party; (iii) is duly obtained by a Party directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to the Party, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of a Party, subsequent to the receipt of the information by Party.

SURVIVAL. This §7 shall survive the termination of this Agreement or of any license granted under this Agreement.

SECTION 8. WARRANTIES

NO CONFLICTS OF INTEREST. ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement.

SERVICES. All services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards and will comply with all applicable laws. All Deliverables will substantially conform to the agreed-upon specifications set forth in the applicable Work Order or as otherwise set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT ABOVE, THE SERVICES IMAGETREND PROVIDES TO CLIENT ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT. IMAGETREND HEREBY EXPRESSLY DISCLAIM, AND CLIENT HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

SECTION 9. LIMITATION OF LIABILITY

EACH PARTY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THAT PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EACH PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS SHALL BE LIMITED TO THE AMOUNT OF THE FEES DUE UNDER THIS AGREEMENT.

SECTION 10. DISPUTE RESOLUTION

DUTY TO NEGOTIATE IN GOOD FAITH PRIOR TO FORMAL DISPUTES. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING 2 PARAGRAPHS APPLY:

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place, or by teleconference.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

ARBITRATION. If Client is NOT a Governmental Entity the following paragraph applies:

Any dispute between ImageTrend and Client under this Agreement shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association in the State of the defending party and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, ImageTrend and Client shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, that third arbitrator shall preside over any dispute. ImageTrend and Client shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions

of this Agreement and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The arbitrator shall endeavor to keep costs as low as possible while still allowing for the just and fair disposition of the dispute. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. ImageTrend and Client shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 11. NON-EXCLUSIVITY

This Agreement does not establish any exclusivity of service, contract, customer relationship, or otherwise between the parties.

SECTION 12. AMENDMENTS

This Agreement may only be modified by a mutually executed writing including but not limited to Work Orders, signed by a person having authority to sign.

SECTION 13. TERMINATION

Either Party may terminate this Agreement upon giving the other Party thirty days (30) days' prior written notice to the other Party in addition to any other remedy or right contained in this Agreement. This right of termination is additive to other rights of termination identified above in this Agreement and does not preclude the exercise of those other rights.

SECTION 14. INDEMNIFICATION

IMAGETREND INDEMNITY. ImageTrend shall defend and indemnify Client from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of ImageTrend. Client shall promptly notify ImageTrend for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, ImageTrend shall have the right and option to undertake and control such defense of such action with counsel of ImageTrend's choice with control to settle any such Claim. ImageTrend shall have no obligation to defend or indemnify Client from Claims arising out of Client's negligent or intentional wrongful acts or omissions. Because ImageTrend must provide its own insurers with notice of a claim within 60 days of actual knowledge of a Claim, Client accordingly must provide ImageTrend written notice no more than 60 days after Client has actual knowledge of a Claim else ImageTrend shall have no obligation to indemnify Client.

CLIENT INDEMNITY. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH DOES NOT APPLY. Client shall defend and indemnify ImageTrend from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of Client. ImageTrend shall promptly notify Client for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, Client shall have the right and option to undertake and control such defense of such action with counsel of Client's choice with control to settle

any such Claim. Client shall have no obligation to defend or indemnify ImageTrend from Claims arising out of Client's negligent or intentional wrongful acts or omissions. ImageTrend accordingly must provide Client written notice no more than 60 days after ImageTrend has actual knowledge of a Claim else Client shall have no obligation to indemnify Client.

SECTION 15. COOPERATIVE USE

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal Laws.

SECTION 16. GENERAL TERMS

- a. **INSURANCE REQUIREMENTS.** ImageTrend will provide to Client a Certificate of Insurance upon request.
- b. **ELECTRONIC SIGNATURES.** The parties agree to conduct transactions primarily via electronic means. Accordingly, each party accepts electronic signatures and Deliverables as equivalent to physical versions of the same.
- c. **BUSINESS DAYS AND HOLIDAYS.** The parties agree a business day is 8 hours long, and excludes Saturdays, Sundays, and days reasonably considered a holiday by either party per each party's written policies. Unless otherwise specified in a Work Order, ImageTrend shall perform services only during business days, from 9:00am CST to 5:00pm CST.
- d. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, duly signed by both parties, each of which will be deemed an original but all of which, together, will constitute one and the same Agreement. Any terms not present in all counterpart copies are severed and void. Electronic counterparts are equally as valid as original counterparts.
- e. **FORCE MAJEURE.** Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") This clause shall not apply to costs due to ImageTrend to reimburse cancellation, reschedule, or modification of travel arrangements per §5 above. Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g. airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control.
- f. **REASONABLE COOPERATION.** Client will reasonably cooperate with ImageTrend to the extent reasonably necessary to enable ImageTrend to perform the Services contemplated in each Work Order. Accordingly, Client will provide access, information or other materials in a fashion timely to the schedule of each Work Order. ImageTrend shall have no liability to Client for delays arising out of the actions or non-actions of Client.

- g. **NON ASSIGNABILITY.** A party shall not assign this Agreement or its rights hereunder without the prior written consent of the other party.
- h. **JURISDICTION AND VENUE.** The parties agree that the law governing this Agreement shall be that of the State of Minnesota without regard to its conflict of laws principles. **IF CLIENT IS A GOVERNMENTAL ENTITY** the law governing this Agreement shall be that of the Client's jurisdiction without regard to its conflict of laws principles.
- i. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties, with respect to this subject matter, including, but not limited to the services, goods, products, and Software provided by ImageTrend for Client and the compensation provided by Client for said provision of such services therefore, and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the parties.
- j. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- k. **WAIVER.** No waiver by either party of any of any provision hereof shall constitute a waiver of any other term of this Agreement nor shall it preclude either party from enforcing its rights.
- l. **NONAPPROPRIATION. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH APPLIES.** The continuation of this Agreement is contingent upon the appropriation of funds by the legislature or other sources as applicable to fulfill the requirements of the Agreement. If the insufficient monies are appropriated to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the applicable appropriation laws or regulations for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement or any Work Order hereto, the Agreement or applicable Work Order(s) shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. ImageTrend shall be entitled to payment for deliverables in progress, to the extent work has been performed pursuant to this Agreement or any Work Order hereto; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.
- m. **ATTORNEYS' FEES.** In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorneys' fees.
- n. **INDEPENDENT CONTRACTORS.** It is the express intention of Client and ImageTrend that ImageTrend and its employees and agents will perform the services hereunder as independent contractors to Client. Nothing in this Agreement shall in any way be construed to constitute ImageTrend or its employees or agents as an agent, employee or representative of Client.

Without limiting the generality of the foregoing, ImageTrend is not authorized to bind Client to any liability or obligation or to represent ImageTrend has any such authority. Client and ImageTrend agree that neither ImageTrend employees nor its agents will receive Client - sponsored benefits from Client.

- o. **NOTICES.** Any notice required to be given by either party to the other shall be deemed given if in writing on the date actually delivered (including electronic methods such as e-mail), or if deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, on the postmarked date and addressed to the notified party at the address set forth below, or to such other address as a party may designate from time to time by means of notice given hereunder to the other party.

If to Client:

City of Ranger Fire Department & E.M.S.
Attn: City Manager
400 West Main
Ranger, TX 76470

If to ImageTrend:

ImageTrend, LLC
Attn: Legal Department
20855 Kensington Boulevard
Lakeville, MN 55044

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

<u>Client</u>	<u>ImageTrend</u>
<u>Signature:</u> _____	<u>Signature:</u> _____
<u>Print Name:</u> _____	<u>Print Name:</u> _____
<u>Title:</u> _____	<u>Title:</u> _____
<u>Date:</u> _____	<u>Date:</u> _____

SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

“ImageTrend Elite Data Marts” means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

“ImageTrend Elite Reporting Tools” means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

“Incident(s)” means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

“Licensed Information” means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as “ImageTrend University.”

“The Software” means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. “Elite EMS SaaS” shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend’s right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) (“SaaS”)	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software

	<p>and/or Licensed Information or copies thereof except as provided in this Agreement.</p>
<p>ImageTrend Hosted License (“License”)</p>	<p>ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.</p>
<p>Client Hosted License (“On Premise License”)</p>	<p>ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.</p> <p>Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client’s hosted environment’s cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend’s duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend’s responsibility to maintain or resolve problems with Client’s hosted environment. ImageTrend’s sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend’s out-of-scope rate.</p>

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at <https://ImageTrend.uservoice.com/>.

SECTION 7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a

copy of Client’s data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMESIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client’s end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client’s request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client’s request, but ImageTrend is under no obligation to do so.

SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client’s Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend’s discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client <u>is not</u> a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers (“Public Agency”)	Client responds to emergency medical incidents and transports patients therefrom and <u>is</u> a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client’s governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Matt Richardson or their successor, conducts their job duties most frequently.

<p>State, County, Region, City for its constituents</p>	<p>Client is a Governmental Entity with authority or an official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority</p>	<p>Licensed individuals within Client’s legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.</p>
<p>Group Purchase (Multi-Agency)</p>	<p>Client(s) are a plurality of Private Agencies and/or Public Agencies</p>	<p>All employees & contractors of each named organization, who respond to emergency medical incidents</p>
<p>Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary</p>	<p>Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.</p>	<p>All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.</p>

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
1,200 Incidents annually

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount	
Elite™ Rescue Core	ELT.001.002.031	\$3,700.00	1	\$3,700.00	State of Texas Core Site

Total Recurring Fees: \$3,700.00

TOTAL YEAR 1: \$3,700.00

Send Invoices To:

Ranger Finance
finance@rangertx.gov
 400 West Main
 Ranger, TX 76470

Payment Terms:

- “Recurring Fees” are annual fees which are due once upon contract signature and recur each year.
- The Recurring Fees will escalate in price annually by 7% beginning one year from the last signature hereto and each year thereafter.
- ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client’s breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
- ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend’s discretion, payments are consistently deficient or late.
- All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
- ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	<ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software 	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	<ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis. 	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> - User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution 	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

BUSINESS ASSOCIATE AGREEMENT ATTACHMENT

This Business Associate Agreement (“Agreement”) dated 11/29/2023 (the “Effective Date”), is entered into by and between **City of Ranger Fire Department & E.M.S.** located at 400 West Main, Ranger, TX 76470 (the “Covered Entity”) and ImageTrend, LLC, a Minnesota corporation (the “Business Associate”).

WHEREAS, Covered Entity (also referred to as “Client”) and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not

otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, “Recipients”), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate’s obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity,

an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests

by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI.** Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate’s response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

A. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or

by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

- B. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity’s determinations regarding Covered Entity’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
- C. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and

reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- A. **If Client is a Governmental Entity the following clause does not apply:** Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- B. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. Term and Termination.

- A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- B. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

- C. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - A. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - B. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
 - D. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
 - E. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
 - F. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to “return or destroy,” Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN “AS IS” BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) (“the Federal Healthcare Programs”); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. Miscellaneous.

- A. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

ATTN: Compliance Department
400 West Main
Ranger, TX 76470

If to Business Associate:

ImageTrend, LLC
Attn: Legal Department
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under

this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.
20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client

ImageTrend

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

314 W. Main, Ranger, TX

Dangerous Building Abatement Case Timeline

- December 28, 2022
 - Emergency Council Meeting held ‘Authorizing the City Manager and/or Mayor to negotiate and enter into agreements to secure and demolish the building located at 314 W. Main Street, Ranger, Texas 76470’.
 - Upon having this meeting and consulting with the City Attorney there were steps that the City had to take to follow legal proceedings prior to demolishing a building **not owned by the city**.
 - TxDOT placed traffic control measures on Main Street- one lane red light, cones, etc.
- January 1, 2023
 - City Manager position vacant due to resignation.
- January 6, 2023
 - Letter mailed to property owner, 314 W. Main St., Ranger, TX, 76470, regarding the building being deemed dangerous.
 - Letter is attached.
- January 9, 2023
 - First reading of an updated ordinance regarding substandard buildings within the city.
- January 13, 2023
 - Called meeting for the second reading of an updated ordinance regarding substandard buildings within the city.
- January 23, 2023
 - Change made to the new ordinance regarding substandard buildings.
- February 2, 2023
 - Board of Appeals public hearing scheduled:
 - This public hearing had to be cancelled due to weather related power outages.
 - Was rescheduled for February 13th but had to be rescheduled again.
- February 13, 2023
 - Onsite meeting with TxDot regarding the traffic control measures placed on Main Street.
 - TxDot removed the red light and placed concrete barricades and sidewalk closed signs.
- February 22, 2023
 - Board of Appeals public hearing held on a dangerous building condemnation located at 314 W. Main St., Ranger, TX, 76470.
 - Board of Appeals order issued for the dangerous building located at 314 W. Main St., Ranger, TX, 76470.
- April 26, 2023
 - Letter mailed regarding Board of Appeals Order No. 2023-1 and notice of Public Hearing on May 8, 2023.
 - Order 2023-1 is attached notifying property owner at 314 W. Main St., Ranger, TX, 76470, the building must be demolished.

- May 8, 2023
 - Public hearing held on a dangerous building condemnation located at 314 W. Main St., Ranger, TX, 76470.
 - An order making orders, determinations, and findings of facts in the dangerous building abatement case for the building located a 314 W. Main St., Ranger, TX, 76470.
 - Resolution 2023-05-08-J: regarding the appointment of persons to enforce violations of Ordinance 2023-01-23-A.
 - City Commission issued Order 2023-2, notifying the property owner at 314 W. Main ST., Ranger, TX, 76470, the building must be demolished.
 - Order 2023-2 is attached.
- May 15, 2023
 - Election for two City Commissioners and Mayor was canvassed.
- June-July, 2023
 - Several attempts were made to receive bids, but the necessary steps set out by the State were not completed by the city.
 - In accordance with law, building owner had a certain time frame to comply with order issued.
 - In accordance with law, building owner had a certain time frame to appeal with order issued.
 - TCEQ NESHAP (National Emissions Standards for Hazardous Air Pollutants) guidelines.
 - DSHS (Department State Health and Human Services) Guidelines.
 - City researched lienholders for the property located on 314 W. Main ST., Ranger, TX, 76470.
- August 28, 2023
 - Contacted AML for the required steps on NESHAP and DSHS recommendations and mitigation regarding the city handling dangerous building abatement.
 - AML recommended an asbestos consultant be called for samples and preparation of demolition guidelines to be followed per the State.
- September 8, 2023
 - Phone call with TxDOT about removing the sidewalk closure and barricades in front of King Insurance as the owner intends to move back in the building located next to 314 W. Main Street, Ranger, TX, 76470.
- September 12, 2023
 - Scheduled day for asbestos samples for 314 W. Main Street.
 - Samples were not able to be taken because of the condition of the building.
 - There was not any entry to the property due to condition of the building and ownership.
- October 4, 2023
 - Received response from adjacent property owner that they would not agree to sign a right of entry form allowing the City to use the vacant lot for demolition purposes.
- November 7, 2023
 - Demolition specifications received from the asbestos consultant were discussed with the city attorney.

- November 10, 2023
 - Bid Packet review process started with city attorney based upon demo specifications received.
- November 30, 2023
 - Continued review process of bid packet with city attorney.
- December 4, 2023
 - Continued review process of bid packet with city attorney.
- December 11, 2023
 - Council update regarding the timeline and process the city continues to mitigate in order to progress through the demolition abatement.

The process for the demolition abatement of a building not owned by the City of Ranger is not quick to resolve. The city must ensure that the legal process is followed and all necessary steps are taken. The city continues to take note of the condition of the building located at 314 W. Main Street, Ranger, TX, 76470.

January 6, 2023

Via Certified Mail, US Mail, and email: drstangenwald@yahoo.com

Jessica Stangenwald
100 Grapevine Hwy
Hurst, TX 76054

Re: 314 W. Main Street, Ranger, Texas 76470

Dear Jessica Stangenwald:

It has come to the attention of the City of Ranger that the building located at 314 W. Main Street, Ranger, Texas (tax identification number 55907; Vol. 2022, P. 3724, Official Public Records of Eastland County, Texas) has become an unsafe and dangerous building that poses a hazard to the surrounding building and the City of Ranger itself. The condition of the building violates City Ordinance #2007-10-08-03, Regulating Dangerous Building and Structures within the City of Ranger.

I, Darrell Fox, Fire Chief and Code Enforcement Officer for the City of Ranger, have deemed the building in question a dangerous building due to:

- the southwest outer wall collapsing into a metal car port, crushing and damaging the carport and a parked vehicle inside,
- other leaning outer walls,
- broken windows,
- unstable roof, and
- other serious structural concerns.

Further, the structure is in violation of the Texas Health and Safety Code Section 343.011(c)(5), Public Nuisance which states that a building is a public nuisance if it is maintained "in a manner that is structurally unsafe or constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard[.]"

City and state law provides the authority to require the repair or removal of dangerous buildings. These violations must be resolved in order to remove your building from the Dangerous Buildings List.

The procedure to resolve these violations is as follows:

1. Voluntary Compliance. If you resolve the violations at this property within three days (3) from the receipt of this letter by repairing, securing, removing, demolishing or otherwise satisfying the legal requirements of the City of Ranger, no further action will be required. For permit requirements and additional information on meeting city standards, please review the notes at the end of this letter and any attachments, or you may call City Hall to discuss your case.

2. **Public Hearing.** If the property is not brought into compliance with city ordinances and codes or demolished within the three-day time period, you will receive a letter containing a "Notice to Abate", requesting your appearance at a public hearing for final determination of this matter. Further information on your rights and obligations in regard to the hearing will be contained in the Notice to Abate. At the hearing, a time limit will be set for compliance.
3. **Noncompliance.** If you do not comply with the Order from the public hearing, the city may elect to take any or all of the following actions:
 - ★ Assess a civil penalty not to exceed \$1000 (one thousand dollars) per day for each day the structure remains in violation of the ordinance.
 - ★ Secure, and repair or demolish the dangerous structure(s), or hire a contractor to do so, and apply a lien against your property for the costs of securing and repairing or demolishing the structures.
 - ★ File suit against you for violating the Ordinance and failing to comply with an Order to Abate the violations.

In addition to the dangerous buildings process, the City may also exercise any other remedies as provided by state law and city ordinance including violations of the International Property Maintenance Code with fines of up to \$2,000.

If you have questions about this notice or what is required to bring this property into compliance with the City Ordinances, please call Savannah Fortenberry at (254) 647-3522. We will be glad to assist you in any possible way. If we are not in, please leave a message, and we will call you back as soon as possible.

Sincerely,



Fire Chief/Code Enforcement Officer

Cc: file, city manager

Notes:

- All construction debris, trash, junk, vegetative matter or other refuse removed from the property must be disposed of properly utilizing city solid waste collection services where available, county collection centers, or a legal landfill. Failure to dispose of such materials as required by law may result in additional penalties.
- Commercial buildings must comply with state asbestos inspection requirements as per S.B. 509, as amended (proof required for permit). Any asbestos products must be disposed of properly. Other state regulations may also apply.
- All burning has to be authorized through TCEQ regulations.
- The full text of the Dangerous Building Ordinance (Ordinance No. 2007-10-08-03) with all provisions may be obtained at the office of the City Secretary located online at <http://www.rangertx.gov/city-ordinances.html>.

Certified Mail, Return Receipt Requested, I.D. Number _____
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April 26, 2023

Certified Mail, Return Receipt Requested,

I.D. Number 7022 0410 0002 7402 5079

Via Certified Mail, US Mail, and Email
Attn: Jessica Stangenwald
J Lyn S Home, LLC
100A Grapevine HWY
Hurst, Texas 76054

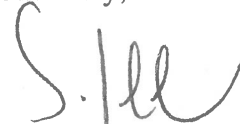
Re: Building located at 314 W. Main Street, Ranger, Texas 76470

Dear Ms. Stangenwald:

Enclosed please find a copy of the Order issued by the City of Ranger Board of Appeals regarding the above-referenced property.

This letter also serves as notice to you that the City Council will hold a public hearing and meeting on Monday, May 8, 2023, at 5:30 pm to review the findings of the Board of Appeals determining the Building to be a dangerous building, determining whether the property owner has complied with the order issued by the Board and Ordinance 2007-10-08-03, and considering action related to the demolition of the Building pursuant to Chapter 214 of the Texas Local Government Code and City of Ranger Ordinance 2007-10-08-03. You are invited to attend that meeting and present any information you believe is relevant to the matter. Further, if you are aggrieved by the findings of the Board of Appeals, you may appeal the Board's Order at the May 8th meeting by submitting written notice of appeal to the attention of Somer Lee, City Secretary by email or mail by noon May, 4, 2023. The City Secretary's email is: citysecretary@rangertx.gov; and her mailing address is: 400 W. Main St. Ranger, Texas 76470.

Sincerely,



Somer Lee
City Secretary

Encl. (1)

ORDER NO. 2023-1

AN ORDER OF THE BOARD OF APPEALS OF THE CITY OF RANGER, TEXAS MAKING ORDERS, DETERMINATIONS AND FINDINGS OF FACT IN THE DANGEROUS BUILDING ABATEMENT CASE FOR THE BUILDING LOCATED AT 314 W. MAIN STREET, RANGER, TEXAS, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, this order is issued in accordance with the City's dangerous building regulations, Ordinance No. 2007-10-08-03 and §214.001, et seq. Texas Local Government Code;

WHEREAS, on February 22, 2023, the City of Ranger Board of Adjustments and Appeals (the "Board"), held a hearing to determine whether the Building described in Section 2 is dilapidated, substandard and unfit for human habitation, a hazard and danger to the public health, safety, and welfare, and a public nuisance under Ordinance No. 2007-10-08-03 and Section 214.001, Texas Local Government Code;

WHEREAS, proper notices of the hearing were sent to the owner and other persons with an interest in the of the above-described properties;

WHEREAS, the City satisfied the requirements to determine the identity and address of each owner, lienholder, or mortgagee with an interest in the property, and such persons were determined to be: J Lyn S Home, LLC, with the President of the company being listed as Jessica Stangenwald according to the Texas Secretary of State records (the "Responsible Parties"); and

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF APPEALS OF THE CITY OF RANGER, TEXAS, THAT:

Section 1. Findings of Fact. The Board finds all of the above recitals to be true and correct and incorporates the same in this Order as findings of fact.

Section 2. Applicability. This Order is applicable to the building and other structures (the "Building") located on a tract described as follows (herein the "Property"):

That certain property located in Ranger, Eastland County, Texas, identified by tax identification number 55907; and described in Vol. 2022, P. 3724, Official Public Records of Eastland County, Texas, commonly known 314 W. Main, Ranger, Texas.

Section 3. Determination of Condition of Building. The Board of Appeals finds that the interior and exterior of the Building contain nuisance conditions that constitute a hazard to the health, safety, and welfare of the citizen and likely to endanger persons and property and that the Building is dilapidated, substandard and/or unfit for human habitation, constitutes a hazard to the health, safety and welfare of the citizen and likely to endanger persons and property due to the presence of the following conditions:

- (a) The Building is in such a state or condition of repair or disrepair that the following minimum standards violations exist:
- (i) Walls or vertical structural members' list, lean, or buckle;
 - (ii) Damage or deterioration exists to the extent that the building is unsafe;
 - (iii) Loads on floors or roofs are improperly distributed or the floors or roofs are of sufficient strength to reasonably safe for the purposes used;
 - (iv) Damage by fire, wind, or other cause has rendered the building or structure dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the City;
 - (v) The building or structure is so dilapidated, substandard, decayed, unsanitary or otherwise lacking in the amenities essential to decent living or use that the same is unfit for human habitation or occupancy, or likely to cause sickness, disease or injury or otherwise to constitute a detriment to the health, morals, safety or general welfare of those persons assembled, working, or living therein or is a hazard to the public health, safety and welfare;
 - (vi) Light, air, and sanitation facilities are inadequate to protect the health, morals, safety or general welfare of persons who assemble, work or live therein;
 - (vii) Stairways, fire escapes and other facilities of egress in case of fire or panic are inadequate;
 - (viii) Parts or appendages of the building or structure are so attached that they are likely to fall and injure persons or property;
- (b) In addition, the following conditions were found to exist:
- (i) the southwest outer wall collapsing into a metal car port, crushing and damaging the carport and a parked vehicle inside,
 - (ii) other leaning outer walls,
 - (iii) broken windows,
 - (iv) unstable roof, and
 - (v) other serious structural concerns.
 - (vi) The Building is therefore found and determined to be a Dangerous Building as defined by Ordinance No. 2007-10-08-03.

Section 4. Demolition Ordered. The owner of the property, and/or any lienholder or mortgagee, must demolish the structure located at 314 W. Main Street, Ranger, Texas 76470, and eliminate all unhealthy and unsafe conditions within thirty days of this order, including cleaning and grading the property. Failure to take the ordered actions within the specified time may result in the City taking requisite actions to demolish the structures, clean and grade the lot, and establish a lien on the property without further notice or hearing.

Section 5. Civil Penalty. Should the property owner violate the terms of this order, that the City may seek administrative penalties in an amount not to exceed \$1000 per day.

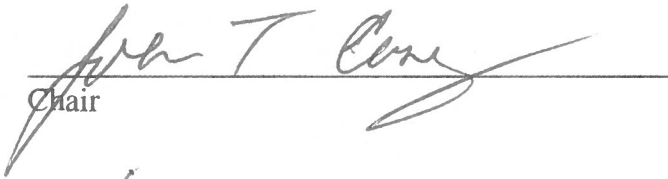
Section 6. Demolition Ordered. The City Secretary shall file a copy of this order with the City within 10 days of the date of this order and publish in a newspaper of general circulation the street

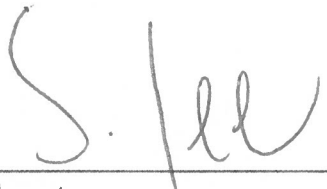
address/legal description of the Property, a brief statement of the results of this order and provide notice that a copy of this order and the minutes of the meeting may be reviewed and/or obtained during regular business hours in the office of the City Secretary.

ORDERED ON THE 22nd DAY OF February, 2023

ORDER ISSUED ON THE 20th DAY OF APRIL, 2023

City of Ranger Board of Appeals


Chair

Attest 
City Secretary

ORDER NO. 2023-2

AN ORDER OF THE CITY OF RANGER ISSUING MAKING ORDERS, DETERMINATIONS AND FINDINGS OF FACT IN THE DANGEROUS BUILDING ABATEMENT CASE FOR THE BUILDING LOCATED AT 314 W. MAIN STREET, RANGER, TEXAS, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, this Order is issued in accordance with the City's dangerous building regulations, Ordinance No. 2007-10-08-03 and §214.001, et seq. Texas Local Government Code;

WHEREAS, on February 22, 2023, the City of Ranger Board of Adjustments and Appeals (the "Board"), held a hearing to determine whether the building located at 314 W. Main Street, Ranger, Texas 76470 (the "Building") is dilapidated, substandard and unfit for human habitation, a hazard and danger to the public health, safety, and welfare, and a public nuisance under Order No. 2007-10-08-03 and Section 214.001, Texas Local Government Code;

WHEREAS, proper notices of the hearing were sent to the owner and other persons with an interest in the of the above-described properties;

WHEREAS, the City satisfied the requirements to determine the identity and address of each owner, lienholder, or mortgagee with an interest in the property, and such persons were determined to be: J Lyn S Home, LLC, with the President of the company being listed as Jessica Stangenwald according to the Texas Secretary of State records (the "Responsible Parties");

WHEREAS, the BOA issued Order Number 2023-1 finding and determining that the Building is a Dangerous Building as defined by Ordinance No. 2007-10-08-03 and ordering the Building to be demolished (the "BOA Order");

WHEREAS, notice of the BOA Order was published in the paper and a copy of the BOA Order was mailed by certified mail, US regular mail, and sent by email to the Responsible Parties;

WHEREAS, the City Commission held a hearing on this the 8th day of May, 2023, for the purpose of considering evidence and reviewing determinations of the Ranger Board of Appeals finding that the Building is a dangerous building, determining whether the property owner has complied with the Order issued by the Board, and considering action related to the demolition of the Building pursuant to Chapter 214 of the Texas Local Government Code and City of Ranger Ordinance 2007-10-08-03; and

WHEREAS, notice of the public hearing was published at least ten (10) days before the hearing and property notices of the hearing was sent to the Responsible Parties;

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

Section 1. Findings of Fact. The City Commission finds all of the above recitals to be true and correct and incorporates the same in this Order as findings of fact. The City Commission further finds and determines that this Order is issued for the purpose of protecting the public health, safety, and welfare.

Section 2. Applicability. This Order is applicable to the building and other structures (the “Building”) located on a tract described as follows (herein the “Property”):

That certain property located in Ranger, Eastland County, Texas, identified by tax identification number 55907; and described in Vol. 2022, P. 3724, Official Public Records of Eastland County, Texas, commonly known 314 W. Main, Ranger, Texas.

Section 3. Determination of Condition of Building. The City Commission upholds and affirms the findings of the Board of Appeals set forth in in Section 3 of the Order and further finds and determines that the interior and exterior of the Building contain nuisance conditions that constitute a hazard to the health, safety, and welfare of the citizen and likely to endanger persons and property and that the Building is dilapidated, substandard and/or unfit for human habitation, constitutes a hazard to the health, safety and welfare of the citizen and likely to endanger persons and property due to the presence of the following conditions:

- (a) The Building is in such a state or condition of repair or disrepair that the following minimum standards violations exist:
 - (i) Walls or vertical structural members’ list, lean, or buckle;
 - (ii) Damage or deterioration exists to the extent that the building is unsafe;
 - (iii) Loads on floors or roofs are improperly distributed or the floors or roofs are of sufficient strength to reasonably safe for the purposes used;
 - (iv) Damage by fire, wind, or other cause has rendered the building or structure dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the City;
 - (v) The building or structure is so dilapidated, substandard, decayed, unsanitary or otherwise lacking in the amenities essential to decent living or use that the same is unfit for human habitation or occupancy, or likely to cause sickness, disease or injury or otherwise to constitute a detriment to the health, morals, safety or general welfare of those persons assembled, working, or living therein or is a hazard to the public health, safety and welfare;
 - (vi) Light, air, and sanitation facilities are inadequate to protect the health, morals, safety or general welfare of persons who assemble, work or live therein;
 - (vii) Stairways, fire escapes and other facilities of egress in case of fire or panic are inadequate;
 - (viii) Parts or appendages of the building or structure are so attached that they are likely to fall and injure persons or property;
- (b) In addition the following conditions were found to exist:

- (i) the southwest outer wall collapsing into a metal car port, crushing and damaging the carport and a parked vehicle inside,
- (ii) other leaning outer walls,
- (iii) broken windows,
- (iv) unstable roof, and
- (v) other serious structural concerns.
- (vi) The Building is therefore found and determined to be a Dangerous Building as defined by Ordinance No. 2007-10-08-03.

Section 4. Demolition Ordered. The owner of the property, and/or any lienholder or mortgagee, must demolish the structure located at 314 W. Main Street, Ranger, Texas 76470, and eliminate all unhealthy and unsafe conditions within thirty days of this Order, including cleaning and grading the property. Failure to take the ordered actions within the specified time will result in the City taking requisite actions to demolish the structures, clean and grade the lot, and establish a lien on the property without further notice or hearing.

Section 5. Civil Penalty. Should the property owner violate the terms of this Order, that the City may seek administrative penalties in an amount not to exceed \$1000 per day.

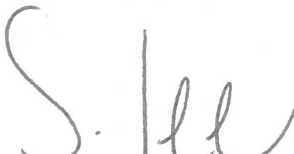
Section 6. Notice of Order. The City Secretary shall file a copy of this Order with the City within 10 days of the date of this Order and publish in a newspaper of general circulation the street address/legal description of the Property, a brief statement of the results of this Order and provide notice that a copy of this Order and the minutes of the meeting may be reviewed and/or obtained during regular business hours in the office of the City Secretary. The City Secretary shall further mail a copy of this Order to the Responsible Parties.

ORDERED ON THIS THE 8th DAY OF MAY, 2023

City of Ranger



John Casey, Mayor

Attest: 

Sommer Lee, City Secretary



City of Ranger
Profit Loss Budget Performance
November 2023

Ordinary Income/Expense	<u>Nov 23</u>	<u>Budget</u>	<u>Oct '23 - Sep '24</u>	<u>Annual Budget</u>	
Income					
CEMETERY					
100409 · Cemetery Lots Sale	0.00	562.50	0.00	6,750.00	0%
100410 · Cemetery Lot Location	120.00	50.00	120.00	600.00	20%
Total CEMETERY	<u>120.00</u>	<u>612.50</u>	<u>120.00</u>	<u>7,350.00</u>	<u>2%</u>
EMS Income					
100412 · EMS County Subsidy	7,125.00	2,375.00	7,125.00	28,500.00	25%
100413 · EMS Fees	10,197.56	12,500.00	23,574.04	150,000.00	16%
Total EMS Income	<u>17,322.56</u>	<u>14,875.00</u>	<u>30,699.04</u>	<u>178,500.00</u>	<u>17%</u>
SALES TAX REVENUE					
100422 · Sales Tax	63,552.67	33,333.33	100,644.05	400,000.00	25%
Total SALES TAX REVENUE	<u>63,552.67</u>	<u>33,333.33</u>	<u>100,644.05</u>	<u>400,000.00</u>	<u>25%</u>
UTILITY REVENUE					
Utility Tap Fee	0.00	0.00	0.00	0.00	#DIV/0!
200470 · Sewer Revenue					
1-46005 · Bulk Sewer Sales	762.00		1,044.00		#DIV/0!
200470 · Sewer Revenue - Oth	46,252.06	45,416.67	93,263.69	545,000.00	17%
Total 200470 · Sewer Revenue	<u>47,014.06</u>	<u>45,416.67</u>	<u>94,307.69</u>	<u>545,000.00</u>	<u>17%</u>
200471 · Water Revenue					
1-46010 · Bulk Water Sales	875.00		1,083.00		#DIV/0!
1-46011 · Contract Water Sale	38,336.80		86,858.69		#DIV/0!
200471 · Water Revenue - Oth	78,311.67	121,631.38	167,464.58	1,459,576.50	11%
Total 200471 · Water Revenue	<u>117,523.47</u>	<u>121,631.38</u>	<u>255,406.27</u>	<u>1,459,576.50</u>	<u>17%</u>
200474 · Service Charges	300.00	416.67	800.00	5,000.00	16%
200475 · Turn on/off Charges	566.53	833.33	1,253.12	10,000.00	13%
200477 · Sanitation Revenue	43,004.07	43,483.56	87,308.05	521,802.67	17%
200480 · Penalties	3,214.64	3,125.00	7,309.83	37,500.00	19%
200485 · Unapplied Payments	19.38	666.67	4,764.59	8,000.00	60%
Total UTILITY REVENUE	<u>211,642.15</u>	<u>215,573.28</u>	<u>451,149.55</u>	<u>2,586,879.17</u>	<u>17%</u>
1-42300 · Court Collections - General	0.00	0.00	0.00	0.00	#DIV/0!
1-42500 · Police Reports	0.00		0.00		#DIV/0!
100402 · Municipal Court Fines	6,376.60	5,500.00	9,612.70	66,000.00	15%
100405 · Permits & Licenses Fees	0.00	62.50	50.00	750.00	7%
100406 · Records Preservation Fee	2.00	7.50	4.00	90.00	4%
100407 · Birth Certificates	44.00	70.83	66.00	850.00	8%
100408 · Death Certificates	0.00	4.58	20.00	55.00	36%
100411 · Community Center Rental	50.00	100.00	150.00	1,200.00	13%
100414 · Federal Fuel Tax Refund	257.84	375.00	494.68	4,500.00	11%
100415 · Office Supplies - Income	9.00	25.00	27.00	300.00	9%
100417 · 42100- Airport Electricity Rein	354.67	250.00	580.86	3,000.00	19%
100418 · Cell Tower Lease	0.00	1,250.00	1,250.00	15,000.00	8%

City of Ranger
Profit Loss Budget Performance
November 2023

100420 · Franchise Fees	3,686.63	10,416.67	4,712.28	125,000.00	4%
100421 · Birth & Death Certificates	0.00	0.00	0.00	0.00	#DIV/0!
100424 · AD-VALOREM TAX					
100416 · PILOT Funds	12,617.79	1,250.00	12,617.79	15,000.00	84%
100424 · AD-VALOREM TAX - Other	175,505.83	41,666.67	215,120.04	500,000.00	43%
Total 100424 · AD-VALOREM TAX	188,123.62	42,916.67	227,737.83	515,000.00	44%
100425 · Interest	638.68	433.33	1,340.26	5,200.00	26%
100426 · Contingency	0.00	17,440.71	0.00	209,288.53	0%
100430 · Donations	0.00		230.00		#DIV/0!
100437 · Transfer from Utility	0.00	47,191.68	0.00	566,300.10	0%
100603 · Sale of Assets	0.00	83.33	0.00	1,000.00	0%
100605 · Misc Revenue	0.00	83.33	0.00	1,000.00	0%
200405 · Permits- U	0.00	20.83	0.00	250.00	0%
200425 · Interest- U	1,838.39	916.67	6,117.53	11,000.00	56%
200427 · Grant Revenue- U	0.00	0.00	0.00	0.00	#DIV/0!
200430 · Sale of Assets- U	0.00	125.00	0.00	1,500.00	0%
200434 · Misc Income- U	0.00	125.00	0.00	1,500.00	0%
200472 · Water Tap	0.00	300.00	0.00	3,600.00	0%
200473 · Wastewater Tap	0.00	250.00	0.00	3,000.00	0%
200478 · Sanitation Tax - Income	2,731.25	3,166.67	5,616.32	38,000.00	15%
200479 · Collection Station Fees	315.00	541.67	315.00	6,500.00	5%
200487 · Contingency - U	0.00	32,305.12	0.00	387,661.49	0%
Total Income	497,065.06	428,356.20	840,937.10	5,140,274.29	16%
Gross Profit	497,065.06	428,356.20	840,937.10	5,140,274.29	16%
Expense					
110499 · Longevity Pay - A	475.00	475.00	475.00	475.00	100%
110500 · Salary- A	10,018.29	10,912.68	19,752.46	130,952.15	15%
110510 · Overtime- A	0.00	0.00	0.00	0.00	#DIV/0!
110525 · Health Insurance- A	830.58	1,496.48	1,539.59	17,957.76	9%
110530 · Workers Comp.- A	727.70	482.25	1,455.40	5,787.03	25%
110531 · Life Insurance- A	41.30	41.30	41.30	495.60	8%
110532 · Commissioner Stipend-A	0.00	125.00	0.00	1,500.00	0%
110533 · WC for Volunteers/Commissioni	0.00	4.67	0.00	56.00	0%
110540 · Postage- A	8.80	41.67	26.35	500.00	5%
110541 · Office Supplies- A	355.64	250.00	1,147.06	3,000.00	38%
110542 · Janitorial Supplies- A	0.00	100.00	0.00	1,200.00	0%
110543 · Operating Supplies- A	0.00	62.50	0.00	750.00	0%
110545 · Fuel- A	50.76	125.00	145.06	1,500.00	10%
110550 · Rental/Lease of Equip- A	0.00	416.67	0.00	5,000.00	0%
110551 · Maint. of Building- A	75.00	416.67	170.78	5,000.00	3%
110552 · Maint. of Office Equip.- A	0.00	41.67	0.00	500.00	0%
110553 · Maint. of Auto's- A	0.00	41.67	0.00	500.00	0%
110560 · Grant Expense- A	0.00	0.00	0.00	0.00	#DIV/0!
110561 · Office Equip.- A	257.15	83.33	616.97	1,000.00	62%

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110562 · Bank Account Fees- A	3.00	8.33	4.50	100.00	5%
110563 · Election Services- A	6,000.00	500.00	6,000.00	6,000.00	100%
110565 · Professional Services- A	71.45	625.00	3,135.79	7,500.00	42%
110566 · Eastland Co. Crisis Center	0.00	208.33	0.00	2,500.00	0%
110568 · Advertising- A	0.00	166.67	62.00	2,000.00	3%
110569 · Incode- A	0.00	116.67	0.00	1,400.00	0%
110570 · Vehicle Lease Trx	0.00	0.00	0.00	0.00	#DIV/0!
110571 · Economic Development	7,944.08	3,494.27	12,580.50	41,931.25	30%
110572 · Street Fund	0.00	3,494.27	0.00	41,931.25	0%
110573 · Utility Sales Tax Trx	0.00	14,000.00	0.00	168,000.00	0%
110575 · Legal- A	0.00	6,666.67	4,965.69	80,000.00	6%
110576 · Audit- A	0.00	1,583.33	0.00	19,000.00	0%
110577 · Appraisal District- A	6,023.68	1,860.75	6,023.68	22,328.94	27%
110578 · Auto Equipment- A	0.00	0.00	0.00	0.00	#DIV/0!
110579 · Survery Expenses- A	0.00	0.00	0.00	0.00	#DIV/0!
110580 · Dues- A	200.00	125.00	1,089.80	1,500.00	73%
110581 · School Tuition- A	0.00	291.67	0.00	3,500.00	0%
110582 · Meals- A	224.00	100.00	384.00	1,200.00	32%
110583 · Travel- A	246.28	250.00	958.26	3,000.00	32%
110584 · Communications- A	263.71	145.83	1,177.22	1,750.00	67%
110585 · Electricity- A	0.00	291.67	515.37	3,500.00	15%
110586 · Gas- A	21.00	83.33	84.07	1,000.00	8%
110587 · Miscellaneous- A	209.94	41.67	209.94	500.00	42%
110589 · Transfer to Contingency- A	0.00	0.00	0.00	0.00	#DIV/0!
110590 · Loan to Utility	0.00	0.00	0.00	0.00	#DIV/0!
	34,047.36	49,170.02	62,560.79	584,814.98	11%
115591 · Code Red- EM	0.00	333.33	0.00	4,000.00	0%
115593 · Dispatch- EM	0.00	0.00	42,036.65	42,036.65	100%
	0.00	333.33	42,036.65	46,036.65	91%
120188 · Vehicle - P	0.00	3,333.33	0.00	40,000.00	0%
120300 · Uniforms- P	0.00	458.33	278.32	5,500.00	5%
120301 · Minor Tools	0.00	41.67	0.00	500.00	0%
120302 · Maint. of Radio's- A	0.00	20.83	0.00	250.00	0%
120303 · Medical Expenses- A	0.00	41.67	0.00	500.00	0%
120304 · Maintenance of Other	0.00	20.83	0.00	250.00	0%
120305 · Police Equipment- P	23.40	250.00	1,802.57	3,000.00	60%
120306 · Court Costs- P	0.00	2,083.33	6,185.75	25,000.00	25%
120307 · Inspections/Cert. Fees- P	0.00	41.67	0.00	500.00	0%
120308 · Drug Seizure Exp.- P	0.00	83.33	0.00	1,000.00	0%
120309 · Jail Expense	0.00	41.67	0.00	500.00	0%
120499 · Longevity Pay - P	445.00	445.00	445.00	445.00	100%
120500 · Salary- P	18,480.74	22,023.61	36,432.42	264,283.32	14%

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120510 · Overtime- P	2,790.03	1,444.75	6,727.56	17,337.00	39%
120512 · Contract Labor- P	0.00	416.67	300.00	5,000.00	6%
120525 · Health Insurance- P	3,002.32	3,707.87	3,136.84	44,494.40	7%
120530 · Workers Comp.- P	727.70	482.25	1,455.40	5,787.03	25%
120531 · Life Insurance- P	82.60	103.25	82.60	1,239.00	7%
120540 · Postage- P	14.75	58.33	77.83	700.00	11%
120541 · Office Supplies- P	290.83	83.33	290.83	1,000.00	29%
120543 · Operating Supplies- P	0.00	83.33	0.00	1,000.00	0%
120545 · Fuel- P	1,228.18	1,520.83	2,858.31	18,250.00	16%
120550 · Equipment Rental- P	0.00	208.33	0.00	2,500.00	0%
120551 · Maint. of Building- P	0.00	41.67	0.00	500.00	0%
120553 · Maint. of Auto's- P	854.93	750.00	1,433.90	9,000.00	16%
120560 · Grant Expense- P	0.00	0.00	0.00	0.00	#DIV/0!
120561 · Office Equip.- P	706.08	41.67	1,131.13	500.00	226%
120565 · Professional Services- P	0.00	2,257.00	220.00	27,084.00	1%
120578 · Auto Equipment- P	0.00	208.33	0.00	2,500.00	0%
120580 · Dues- P	0.00	20.83	0.00	250.00	0%
120581 · School Tuition- P	80.00	208.33	80.00	2,500.00	3%
120583 · Travel- P	0.00	166.67	404.70	2,000.00	20%
120584 · Communications- P	213.71	237.50	458.56	2,850.00	16%
120585 · Electricity- P	0.00	216.67	245.57	2,600.00	9%
120586 · Gas- P	21.00	83.33	84.08	1,000.00	8%
120600 · WC for Reserve Officers- P	0.00	0.53	0.00	6.31	0%
	28,961.27	41,226.74	64,131.37	489,826.06	13%
121300 · Uniforms- ACO	0.00	41.67	0.00	500.00	0%
121301 · Minor Tools- ACO	0.00	20.83	0.00	250.00	0%
121303 · Medical Expenses- ACO	0.00	145.83	727.36	1,750.00	42%
121307 · Inspection/Cert. Fees- ACO	0.00	12.50	0.00	150.00	0%
121310 · Chemical Supplies- ACO	0.00	41.67	0.00	500.00	0%
121311 · Supplies- ACO	0.00	0.00	0.00	0.00	#DIV/0!
121312 · Shop Equipment	0.00	25.00	0.00	300.00	0%
121499 · Longevity Pay - ACO	100.00	100.00	100.00	100.00	100%
121500 · Salary- ACO	2,305.69	2,579.36	4,639.04	30,952.32	15%
121510 · Overtime- ACO	157.71	963.17	511.88	11,558.00	4%
121525 · Health Insurance- ACO	750.58	748.24	798.91	8,978.88	9%
121530 · Workers Comp.- ACO	727.70	482.25	1,455.40	5,787.03	25%
121531 · Life Insurance- ACO	20.65	20.65	20.65	247.80	8%
121541 · Office Supplies- ACO	0.00	20.83	0.00	250.00	0%
121543 · Operating Supplies- ACO	0.00	58.33	73.50	700.00	11%
121545 · Fuel- ACO	97.13	104.17	233.60	1,250.00	19%
121551 · Maint. of Building- ACO	0.00	166.67	0.00	2,000.00	0%
121553 · Maint. of Auto's- ACO	89.59	100.00	89.59	1,200.00	7%
121578 · Auto Equipment- ACO	0.00	0.00	0.00	0.00	#DIV/0!

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121581 · School Tuition- ACO	0.00	58.33	0.00	700.00	0%
121583 · Travel- ACO	0.00	58.33	0.00	700.00	0%
121584 · Communications- ACO	0.00	87.50	0.00	1,050.00	0%
121585 · Electricity- ACO	0.00	262.50	159.68	3,150.00	5%
	4,249.05	6,097.83	8,809.61	72,074.03	12%
125200 · Court Technology- Ct	0.00	141.67	0.00	1,700.00	0%
125201 · Court Security- Ct	0.00	41.67	0.00	500.00	0%
125499 · Longevity Pay - Ct	755.00	755.00	755.00	755.00	100%
125500 · Salary- Ct	6,301.72	6,848.72	12,418.97	82,184.62	15%
125525 · Health Insurance- Ct	750.58	748.24	770.48	8,978.88	9%
125530 · Workers Comp.- Ct.	727.70	482.25	1,455.40	5,787.03	25%
125531 · Life Insurance- Ct.	20.65	20.65	20.65	247.80	8%
125541 · Office Supplies- Ct	0.00	91.67	0.00	1,100.00	0%
125565 · Professional Services- Ct	142.20	541.67	142.20	6,500.00	2%
125574 · Liability Ins. Bonds- Ct	0.00	14.58	0.00	175.00	0%
125580 · Dues- Ct	0.00	8.33	0.00	100.00	0%
125581 · School Tuition- Ct	0.00	166.67	0.00	2,000.00	0%
125583 · Travel- Ct	0.00	125.00	0.00	1,500.00	0%
125584 · Communications- Ct	31.35		209.13		#DIV/0!
125585 · Electricity- Ct	0.00	66.67	70.19	800.00	9%
	8,729.20	10,052.79	15,842.02	112,328.33	14%
130100 · Emergency Operating Center-	0.00	0.00	0.00	0.00	#DIV/0!
130205 · Drug Supplies- F/E	456.42	1,000.00	1,171.13	12,000.00	10%
130280 · WC Volunteer FF- F/E	0.00	0.00	0.00	0.00	#DIV/0!
130300 · Uniforms- F/E	0.00	250.00	0.00	3,000.00	0%
130301 · Minor Tools- F/E	0.00	41.67	0.00	500.00	0%
130302 · Maint. of Radio's- F/E	0.00	20.83	0.00	250.00	0%
130303 · Medical Expenses- F/E	0.00	83.33	0.00	1,000.00	0%
130307 · Inspection/Cert. Fees- F/E	0.00	291.67	0.00	3,500.00	0%
130331 · Maint. of Equipment- F/E	0.00	166.67	0.00	2,000.00	0%
130345 · Maint. of Other- F/E	0.00	41.67	0.00	500.00	0%
130390 · EMS Equipment- F/E	362.00	1,250.00	905.68	15,000.00	6%
130499 · Longevity Pay - F/E	1,355.00	1,255.00	1,355.00	1,255.00	108%
130500 · Salary- F/E	23,365.54	24,082.97	46,244.99	288,995.65	16%
130512 · Contract Labor- F/E	0.00	166.67	0.00	2,000.00	0%
130525 · Health Insurance- F/E	3,002.32	2,992.96	3,098.98	35,915.52	9%
130530 · Workers Comp.- F/E	727.70	482.25	1,455.40	5,787.03	25%
130531 · Life Insurance- F/E	103.25	82.60	103.25	991.20	10%
130540 · Postage- F/E	0.00	8.33	0.00	100.00	0%
130541 · Office Supplies- F/E	0.00	125.00	239.98	1,500.00	16%
130542 · Janitorial Supplies- F/E	0.00	145.83	0.00	1,750.00	0%
130543 · Operating Supplies- F/E	23.40	333.33	23.40	4,000.00	1%

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130545 · Fuel- F/E	1,544.53	1,333.33	2,720.99	16,000.00	17%
130550 · Equipment Rental- F/E	0.00	333.33	0.00	4,000.00	0%
130551 · Maint. of Building- F/E	0.00	41.67	0.00	500.00	0%
130553 · Maint. of Auto's- F/E	0.00	291.67	0.00	3,500.00	0%
130560 · Grant Expense- F/E	0.00	0.00	0.00	0.00	#DIV/0!
130565 · Professional Services- F/E	0.00	1,000.00	0.00	12,000.00	0%
130574 · Liability Ins. Bonds- F/E	0.00	5.83	0.00	70.00	0%
130580 · Dues- F/E	100.00	541.67	345.66	6,500.00	5%
130581 · School Tuition- F/E	0.00	83.33	0.00	1,000.00	0%
130583 · Travel- F/E	0.00	83.33	0.00	1,000.00	0%
130584 · Communications- F/E	151.01	208.33	450.87	2,500.00	18%
130585 · Electricity- F/E	0.00	458.33	443.91	5,500.00	8%
130586 · Gas- F/E	140.77	308.33	262.66	3,700.00	7%
	31,331.94	37,509.93	58,821.90	436,314.40	13%
140300 · Uniforms- St	0.00	83.33	0.00	1,000.00	0%
140301 · Minor Tools- St	0.00	83.33	15.99	1,000.00	2%
140309 · WC for Volunteers- St	0.00	0.00	0.00	0.00	#DIV/0!
140310 · Chemical- St	0.00	45.83	0.00	550.00	0%
140312 · Shop Equipment- St	0.00	41.67	0.00	500.00	0%
140316 · Maint. of Shop Equipment- St	0.00	166.67	0.00	2,000.00	0%
140317 · Street Improvements- St	0.00	4,166.67	0.00	50,000.00	0%
140330 · Machine & Equipment- St	0.00	833.33	0.00	10,000.00	0%
140331 · Maint. of Equipment- St	0.00	833.33	52.87	10,000.00	1%
140332 · Maint. of Streets	0.00	2,000.00	0.00	24,000.00	0%
140500 · Salary- St	0.00	5,158.72	0.00	61,904.65	0%
140510 · Overtime- St	0.00	385.27	0.00	4,623.20	0%
140512 · Contract Labor- St	0.00	416.67	0.00	5,000.00	0%
140525 · Health Insurance- St.	0.00	1,496.48	0.00	17,957.76	0%
140530 · Workers Comp.- St.	727.70	482.25	1,455.40	5,787.03	25%
140531 · Life Insurance- St.	0.00	41.30	0.00	495.60	0%
140541 · Office Supplies- St	0.00	0.00	0.00	0.00	#DIV/0!
140543 · Operating Supplies- St	0.00	20.83	0.00	250.00	0%
140545 · Fuel- St	0.00	416.67	0.00	5,000.00	0%
140550 · Equipment Rental- St	0.00	104.17	0.00	1,250.00	0%
140553 · Maint. of Auto's- St	0.00	333.33	67.00	4,000.00	2%
140578 · Auto Equipment- St	0.00	0.00	0.00	0.00	#DIV/0!
140580 · Dues- St	0.00	0.00	0.00	0.00	#DIV/0!
140585 · Electricity- St	0.00	2,500.00	2,413.78	30,000.00	8%
	727.70	19,609.85	4,005.04	235,318.24	2%
150300 · Uniforms- L	0.00	0.00	0.00	0.00	#DIV/0!
150331 · Maint. of Machinery- L	0.00	83.33	0.00	1,000.00	0%
150499 · Longevity Pay - L	1,000.00	1,000.00	1,000.00	1,000.00	100%

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150500 · Salary- L	2,425.67	2,626.82	4,781.05	31,521.84	15%
150525 · Health Insurance- L	2.34	3.38	2.34	40.50	6%
150530 · Workers Comp.- L	727.70	482.25	1,455.40	5,787.03	25%
150531 · Life Insurance- L	20.65	20.65	20.65	247.80	8%
150542 · Janitorial Supplies- L	0.00	62.50	0.00	750.00	0%
150543 · Operating Supplies- L	0.00	112.50	0.00	1,350.00	0%
150551 · Maint. of Building- L	0.00	416.67	907.07	5,000.00	18%
150574 · Liability Ins. Bonds- L	0.00	4.17	0.00	50.00	0%
150581 · School Tuition- L	0.00	125.00	0.00	1,500.00	0%
150583 · Travel- L	0.00	58.33	0.00	700.00	0%
150584 · Communications- L	0.22	104.17	0.22	1,250.00	0%
150585 · Electricity- L	0.00	66.67	189.50	800.00	24%
150586 · Gas- L	144.69	170.83	268.30	2,050.00	13%
	<u>4,321.27</u>	<u>5,337.27</u>	<u>8,624.53</u>	<u>53,047.17</u>	<u>16%</u>
155300 · Uniforms- Cem	0.00	41.67	0.00	500.00	0%
155301 · Minor Tools- Cem	0.00	83.33	15.99	1,000.00	2%
155331 · Maint. of Machinery- Cem	0.00	100.00	0.00	1,200.00	0%
155499 · Longevity Pay - Cem	725.00	725.00	725.00	725.00	100%
155500 · Salary- Cem	3,230.10	3,499.68	6,365.85	41,996.11	15%
155510 · Overtime- Cem	0.00	24.08	0.00	288.95	0%
155512 · Contract Labor- Cem	0.00	416.67	0.00	5,000.00	0%
155525 · Health Insurance- Cem	750.58	748.24	750.58	8,978.88	8%
155530 · Workers Comp.- Cem.	727.70	482.25	1,455.40	5,787.03	25%
155531 · Life Insurance- Cem	20.65	20.65	20.65	247.80	8%
155542 · Janitorial Supplies- Cem	0.00	0.00	0.00	0.00	#DIV/0!
155543 · Operating Supplies- Cem	0.00	83.33	0.00	1,000.00	0%
155545 · Fuel- Cem	228.58	225.00	293.89	2,700.00	11%
155553 · Maint. of Auto's- Cem	0.00	100.00	159.02	1,200.00	13%
155585 · Electricity- Cem	0.00	0.00	0.00	0.00	#DIV/0!
	<u>5,682.61</u>	<u>6,549.90</u>	<u>9,786.38</u>	<u>70,623.77</u>	<u>14%</u>
260123 · Transfer to General- S	0.00	15,089.54	0.00	181,074.52	0%
260155 · Republic Services Contract- S	0.00	23,333.33	24,713.58	280,000.00	9%
260160 · Sales Tax- S	0.00	3,166.67	5,726.50	38,000.00	15%
260300 · Uniforms- S	0.00	41.67	0.00	500.00	0%
260331 · Repair/Maint. Equipment- S	0.00	125.00	0.00	1,500.00	0%
260499 · Longevity Pay - S	155.00	155.00	155.00	155.00	100%
260500 · Sanitation Salary - S	2,495.68	2,709.88	4,917.35	32,518.51	15%
260510 · Overtime - S	0.00	0.00	0.00	0.00	#DIV/0!
260512 · Contract Labor-S	0.00	41.67	0.00	500.00	0%
260525 · Health Ins. -S	1.40	8.33	2.80	100.00	3%
260530 · Wokers Comp.- S	727.70	482.25	1,455.40	5,787.03	25%
260531 · Life Insurance- S	10.33	20.65	10.33	247.80	4%

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260540 · Postage- S	0.00	187.50	0.00	2,250.00	0%
260543 · Operating Supplies- S	0.00	58.33	0.00	700.00	0%
260545 · Fuel- S	60.00	125.00	327.11	1,500.00	22%
260585 · Electricity- S	0.00	70.83	9.01	850.00	1%
	3,450.11	45,615.65	37,317.08	545,682.86	7%
270108 · Testing Expenses- W	0.00	333.33	0.00	4,000.00	0%
270123 · Transfer to General- W	0.00	15,089.54	0.00	181,074.53	0%
270171 · Maintenance of Shop Equip.-	0.00	41.67	1,819.63	500.00	364%
270172 · ECWSD	76,730.20	75,000.00	155,482.16	900,000.00	17%
270185 · Lab Sample Fees- W	2,210.65	916.67	4,833.65	11,000.00	44%
270186 · Water Meters & Parts- W	10.78	1,250.00	10.78	15,000.00	0%
270187 · Maintenance of Water System	11,250.49	7,083.33	17,560.04	85,000.00	21%
270188 · Vehicle- W	0.00	2,083.33	0.00	25,000.00	0%
270190 · Engineering- W	0.00	2,916.67	1,866.27	35,000.00	5%
270300 · Uniforms- W	300.00	312.50	885.00	3,750.00	24%
270301 · Minor Tools- W	124.22	145.83	995.64	1,750.00	57%
270303 · Medical Expenses- W	0.00	20.83	0.00	250.00	0%
270304 · Permits - W	2,332.25		6,051.82		#DIV/0!
270307 · Inspections/Certs. -W	0.00	208.33	0.00	2,500.00	0%
270310 · Chemical Supplies- W	0.00	416.67	345.00	5,000.00	7%
270315 · Liability Ins. Bonds	0.00	125.00	0.00	1,500.00	0%
270330 · Machinery & Equipment- W	0.00	833.33	0.00	10,000.00	0%
270331 · Maintenance of Machinery- W	630.00	1,000.00	2,335.00	12,000.00	19%
270335 · Street Repair- W	0.00	1,041.67	0.00	12,500.00	0%
270499 · Longevity Pay - W	640.00	635.00	640.00	635.00	101%
270500 · Water Salary	16,328.05	17,075.37	32,393.86	204,904.39	16%
270510 · Overtime - W	2,225.82	2,889.50	4,393.40	34,674.00	13%
270512 · W-Contract Labor	0.00	1,250.00	0.00	15,000.00	0%
270525 · Health Ins. -W	2,251.74	3,741.20	6,755.22	44,894.40	15%
270530 · Wokers Comp.- W	727.70	482.26	1,455.40	5,787.08	25%
270531 · Life Insurance-W	48.53	103.25	48.53	1,239.00	4%
270540 · Postage- W	0.00	250.00	0.00	3,000.00	0%
270542 · Janitorial Supplies- W	0.00	41.67	0.00	500.00	0%
270543 · Operating Supplies- W	0.00	166.67	328.99	2,000.00	16%
270545 · Fuel- W	448.39	1,083.33	1,846.90	13,000.00	14%
270550 · Rental of Equipment- W	187.00	333.33	374.00	4,000.00	9%
270551 · Maintenance of Buildings- W	0.00	125.00	0.00	1,500.00	0%
270553 · Maintenance of Auto's- W	341.14	833.33	1,005.80	10,000.00	10%
270560 · Grant Expense- W	0.00	6,250.00	0.00	75,000.00	0%
270575 · Legal- W	0.00	41.67	0.00	500.00	0%
270576 · Auditor- W	0.00	1,583.33	0.00	19,000.00	0%
270578 · Auto Equipment- W	0.00	0.00	0.00	0.00	#DIV/0!
270579 · Survey Expenses- W	0.00	0.00	0.00	0.00	#DIV/0!

City of Ranger
Profit Loss Budget Performance
November 2023

270580 · Dues- W	0.00	791.67	0.00	9,500.00	0%
270581 · School Tuition- W	0.00	208.33	0.00	2,500.00	0%
270583 · Travel Expenses- W	0.00	83.33	0.00	1,000.00	0%
270584 · Communication- W	37.70	279.17	485.21	3,350.00	14%
270585 · Electricity- W	0.00	795.83	863.68	9,550.00	9%
270589 · Contingency- W	0.00	0.00	0.00	0.00	#DIV/0!
	116,824.66	147,861.94	242,775.98	1,767,358.40	14%
272118 · Capital Improvements- WW	0.00	6,250.00	0.00	75,000.00	0%
272123 · Transfer to General- WW	0.00	17,012.59	0.00	204,151.04	0%
272174 · Wastewater Services- WW	2,750.00	2,916.67	2,750.00	35,000.00	8%
272175 · TCEQ Fines- WW	0.00	0.00	0.00	0.00	#DIV/0!
272176 · Maint. Wastewater System- W	190.00	2,916.67	1,011.75	35,000.00	3%
272185 · Lab Sample Fees- WW	0.00	1,541.67	0.00	18,500.00	0%
272190 · Engineering- WW	0.00	1,250.00	0.00	15,000.00	0%
272300 · Uniforms- WW	0.00	125.00	585.00	1,500.00	39%
272301 · Minor Tools- WW	0.00	41.67	52.97	500.00	11%
272303 · Medical Expenses- WW	0.00	41.67	0.00	500.00	0%
272304 · Permits - WW	0.00	0.00	620.00	0.00	#DIV/0!
272307 · Inspections/Certs.- WW	0.00	208.33	0.00	2,500.00	0%
272310 · Chemical Supplies- WW	0.00	2,916.67	5,275.00	35,000.00	15%
272330 · Machinery & Equipment- WW	0.00	2,083.33	0.00	25,000.00	0%
272331 · Maintenance of Machinery- W	0.00	625.00	3,035.00	7,500.00	40%
272335 · Street Repair- WW	0.00	833.33	0.00	10,000.00	0%
272499 · Longevity Pay - WW	135.00	140.00	135.00	140.00	96%
272500 · Wastewater Salary - WW	3,988.43	5,777.77	7,717.36	69,333.20	11%
272510 · Overtime - WW	545.66	722.38	1,714.70	8,668.50	20%
272512 · WW-Contract Labor	0.00	333.33	0.00	4,000.00	0%
272525 · Health Ins. -WW	750.58	1,496.48	1,501.16	17,957.76	8%
272530 · Wokers Comp.- WW	727.70	482.25	1,455.40	5,787.03	25%
272531 · Life Insurance- WW	20.65	41.30	20.65	495.60	4%
272540 · Postage- WW	0.00	129.17	0.00	1,550.00	0%
272542 · Janitorial Supplies- WW	0.00	41.67	0.00	500.00	0%
272543 · Operating Supplies- WW	0.00	187.50	0.00	2,250.00	0%
272545 · Fuel- WW	489.55	1,000.00	944.47	12,000.00	8%
272550 · Rental of Equipment- WW	0.00	62.50	0.00	750.00	0%
272551 · Maintenance of Buildings- W\	0.00	104.17	0.00	1,250.00	0%
272553 · Maintenance of Auto's- WW	0.00	333.33	21.76	4,000.00	1%
272560 · Grant Expense- WW	0.00	0.00	0.00	0.00	#DIV/0!
272580 · Dues- WW	0.00	375.00	0.00	4,500.00	0%
272581 · School Tuition- WW	0.00	208.33	0.00	2,500.00	0%
272583 · Travel Expenses- WW	0.00	83.33	0.00	1,000.00	0%
272584 · Communication- WW	37.70	291.67	485.21	3,500.00	14%
272585 · Electricity- WW	0.00	1,937.50	1,864.70	23,250.00	8%

City of Ranger
Profit Loss Budget Performance
November 2023

	9,635.27	20,414.34	29,190.13	628,583.13	5%
280499 · Longevity Pay - UB	240.00	240.00	240.00	240.00	100%
280500 · Salaries- UB	2,941.72	3,507.93	6,041.68	42,095.16	14%
280510 · Overtime - UB	443.38	288.95	590.07	3,467.40	17%
280525 · Health Ins. -UB	750.58	748.24	1,581.16	8,978.88	18%
280530 · Wokers Comp.- U	727.68	482.25	1,455.35	5,787.03	25%
280531 · Life Insurance- UB	20.65	20.65	20.65	247.80	8%
280540 · Postage- UB	0.00	266.67	959.20	3,200.00	30%
280541 · Office Supplies- UB	0.00	458.33	0.00	5,500.00	0%
280542 · Janitorial Supplies- UB	0.00	125.00	0.00	1,500.00	0%
280543 · Operating Supplies- UB	0.00	41.67	0.00	500.00	0%
280550 · Rental of Equipment- UB	0.00	625.00	0.00	7,500.00	0%
280552 · Maint. Office Equipment- UB	0.00	41.67	0.00	500.00	0%
280561 · Office Equipment- UB	0.00	83.33	0.00	1,000.00	0%
280562 · Bank Account Fees- UB	181.50	187.50	420.62	2,250.00	19%
280565 · Proffessional Services- UB	71.44	958.33	130.98	11,500.00	1%
280900 · Contract Services- UB	0.00	333.33	0.00	4,000.00	0%
	<u>5,376.95</u>	<u>8,408.85</u>	<u>11,439.71</u>	<u>98,266.27</u>	12%
Total Expense	253,337.39	398,188.44	595,341.19	5,140,274.29	12%
Net Ordinary Income	243,727.67	30,167.76	245,595.91	0.00	

City of Ranger

Expenses by Vendor Summary

November 2023

	Nov 23
Aiden N. Perry	100.00
Airgas USA, LLC	362.00
Amazon.Com	1,235.11
Andrew S. Ruelas	100.00
Anthony P Grier	100.00
APSCO SUPPLY INC.	7,216.39
AT&T Mobility	734.55
Atmos Energy	327.46
Benchmark Business Solutions	963.23
BenMark Supply Company Inc.	3,975.36
Big Country Regional Advisory Council	100.00
Big D Tire Service	71.00
Bound Tree Medical LLC	353.94
Brodart Co.	47.58
Carol L. Stephens	100.00
Cary Services	187.00
Casey Fitzwater	140.00
City of Abilene	150.00
Control Specialist Services, LP	5,336.71
Darrell L. Fox	1,000.00
Diana L. McCullough	1,000.00
Eastland County	6,000.00
Eastland County Appraisal District	6,023.68
Eastland County Water Supply District	76,730.20
Eastland Memorial Hospital	102.48
Everisto's Tire & Appliances	234.94
First Financial Bank	345.00
Freddy Mitchell	100.00
Gary's Automotive, Inc.	40.00
IMC Waste Disposal, Inc.	1,250.00
Interstate All Battery Center	46.80
Intuit - Quickbooks	142.89
Jacob L. Dial	100.00
James B. Clifton	100.00
Jive Communications Inc.	0.85
Joe Garza	100.00
Joel H. Moran	185.00
K & K Electric	190.00
Matt Richardson	155.00
McCreary, Veselka, Bragg & Allen PC	142.20
O'Reilly Auto Parts	248.61
Pest Patrol	75.00
Petunia Jane's	300.00
Pierce Pump Company	5,840.00
Ranger Economic Development Corp	7,944.08
Ranger Municipal Court	2,328.00
Ranger Septic Service	1,500.00
Richard Williams	155.00
River Gibson	100.00
Robert J. Martinez	725.00
Ronnie Linebarger	140.00
Savannah Fortenberry	375.00
Somer L. Lee	710.28
Southern Petroleum Laboratories, Inc.	2,051.00
Southern Tire Mart	605.00
Standard Insurance Company	409.91
Steve Burch	135.00
Tammy Archer	755.00
Tanner G. Middleton	100.00
Texas Commission on Environmental Quality	2,332.25
Tindall's Hardware	82.50
TMCN	200.00
TML Health Benefits Pool	12,848.10
TML Intergovernmental Risk Pool	8,732.38
Trace R. Douglas	100.00
United States Postal Service	33.20

City of Ranger
Expenses by Vendor Summary
November 2023

	<u>Nov 23</u>
US Bank Voyager Fleet Systems	3,889.28
Vistaprint	45.46
Vulcan Construction Materials, LLC	808.18
W.E. Greenwood Auto Parts	160.12
Wal-Mart Super Center	243.07
TOTAL	<u><u>169,560.79</u></u>

Monthly Sales Tax Allocation

11/10/2023

6.25% to REDC (4A):	\$3,972.04	Sales Tax \$	\$ 63,552.67
6.25% to REDC (4B):	-\$3,972.04	\$	3,972.04
12.5% to Street Repair Fund:	\$3,972.04	12.50%	6.25%
City Bond Construction: (\$10,000.00)	-\$7,944.08	Streets	EDC
Bond 2021A	\$7,944.08		
TWDB Debt Service (\$4,000)	-\$15,888.17		
Bond 2018 A&B	\$10,000.00		
	-\$25,888.17		
	\$ 4,000.00		
	-\$29,888.17		
General Deposit Total	\$33,664.50		

City	Net Payment This Period	Comparable Payment Prior Year	% Change	Payment YTD	Prior Year Payment YTD	% Change
Ranger	\$63,552.67	\$56,184.58	13.11%	\$440,727.83	\$463,461.06	-4.90%



Good Morning, Carol Stephens

ACCOUNTS

Available: \$2,460,348.03
Current: \$2,460,348.03

FFB Abilene Utility Fund 36507

Available Balance \$791,415.62
Current Balance \$791,415.62

\$791,415.62
\$791,415.62

FFB Abilene General Fund 02253

Available Balance \$238,879.46
Current Balance \$238,879.46

\$238,879.46
\$238,879.46

FFB Abilene Hotel/Motel Tax Account 14183

Available Balance \$36,573.21
Current Balance \$36,573.21

\$36,573.21
\$36,573.21

FFB Abilene Street Repairs Tax Account 35855

Available Balance \$115,210.65
Current Balance \$115,210.65

\$115,210.65
\$115,210.65

FFB Abilene City Bond Construction Fund 20511

Available Balance \$87,555.38
Current Balance \$87,555.38

\$87,555.38
\$87,555.38

FFB Abilene Block Grant Account 00594

Available Balance \$1.00
Current Balance \$1.00

\$1.00
\$1.00

FFB Abilene Police Special Account 01386

Available Balance \$1,156.06
Current Balance \$1,156.06

\$1,156.06
\$1,156.06

FFB Abilene TWDB Loan Forgiveness 06695

Available Balance \$1.00
Current Balance \$1.00

\$1.00
\$1.00

FFB Abilene TWDB Escrow Certificates 06703

Available Balance \$188,745.91
Current Balance \$188,745.91

\$188,745.91
\$188,745.91

FFB Abilene Municipal Court Payments 13811

Available Balance \$2,046.47
Current Balance \$2,046.47

\$2,046.47
\$2,046.47

FFB Abilene Municipal Court Tech 14579

Available Balance \$2,916.87
Current Balance \$2,916.87

\$2,916.87
\$2,916.87

FFB Abilene Animal Control Account 15121

Available Balance \$9,537.11
Current Balance \$9,537.11

\$9,537.11
\$9,537.11

FFB Abilene Pool & Parkland Account 16608	
Available Balance	\$421.92
Current Balance	\$421.92

FFB Abilene Municipal Court Security 19919	
Available Balance	\$2,059.50
Current Balance	\$2,059.50

FFB Abilene REDDC 4A 20701	
Available Balance	\$345,260.83
Current Balance	\$345,260.83

FFB Abilene Ranger Library Fund 21105	
Available Balance	\$2,732.09
Current Balance	\$2,732.09

FFB Abilene REDC 4B 22341	
Available Balance	\$137,804.01
Current Balance	\$137,804.01

FFB Abilene Police Lease Account 22432	
Available Balance	\$191,165.79
Current Balance	\$191,165.79

FFB Abilene TWDB Debt Service Account 22937	
Available Balance	\$35,502.25
Current Balance	\$35,502.25

FFB Abilene FEMA Account 26938	
Available Balance	\$263,812.88
Current Balance	\$263,812.88

FFB Abilene TWBD Escrow #L1000677 32472	
Available Balance	\$0.00
Current Balance	\$0.00

FFB Abilene TWBD Construction #L1000677 32530	
Available Balance	\$0.00
Current Balance	\$0.00

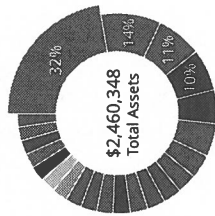
FFB Abilene TWBD Construction #L1000626 32548	
Available Balance	\$0.00
Current Balance	\$0.00

FFB Abilene TWBD Construction #LF1000646 32555	
Available Balance	\$0.00
Current Balance	\$0.00

FFB Abilene Police LEOSE Account 33215	
Available Balance	\$3,743.62
Current Balance	\$3,743.62

FFB Abilene Opioid Abatement Fund 42083	
Available Balance	\$3,806.40
Current Balance	\$3,806.40

ASSET SUMMARY



Utility Fund
xxx36507

Available Balance
Current Balance

32.17%
\$791,415.62
\$791,415.62

LIBRARY REPORT

November 2023

Beginning of Petty Cash **\$ 68.05**

CREDIT

Book Sales (from "Quarter Shelves") \$ 39.00

Fines 1.25

Copies 23.60

Donations 5.00

TOTAL CREDITS **\$ 68.85**

DEBIT

Submitted to City Hall 90.25

TOTAL DEBITS **- 90.25**

TOTAL PETTY CASH **\$ 46.65**

Thank you for your support! _____ *Diana McCullough*

Library Report for _____

Nov-23

	Adult Patrons	Children	Total	Adult Lit.	Children's Lit.	Total Books	Computer Users	Audio/Video	Reference ?'s
Monday			0			0			
Tuesday			0			0			
Wednesday	10	0	10	0	0	0	4	0	0
Thursday	8	0	8	20	0	20	2	0	2
Friday	6	0	6	2	0	2	3	0	1
Monday	14	1	15	12	0	12	2	0	3
Tuesday	24	1	25	21	0	21	5	0	2
Wednesday	12	2	14	25	8	33	2	0	0
Thursday	7	1	8	7	0	7	3	0	2
Friday			0			0			
	Veterans' Obs								
Monday	7	3	10	11	0	11	3	0	1
Tuesday	14	1	15	7	0	7	4	0	0
Wednesday	5	1	6	2	3	5	1	0	1
Thursday	15	1	16	0	0	0	5	0	0
Friday	7	0	7	0	0	0	2	0	0
Monday	10	1	11	10	5	15	4	0	2
Tuesday	6	1	7	0	0	0	2	0	2
Wednesday			0			0			
Thursday			0			0			
Friday			0			0			
Monday	6	0	6	15	0	15	1	0	2
Tuesday	11	1	12	5	0	5	5	0	0
Wednesday	7	0	7	3	0	3	3	0	2
Thursday	8	0	8	2	0	2	4	0	0
Friday			0			0			
Total	177	14	191	142	16	158	55	0	20

Municipal Court Report

November 2023

New Cases Filed 33 CITATIONS ISSUED BY POLICE
7 CITATIONS ISSUED BY ACO and or CODE
ENFORCEMENT

Total Cases Disposed 13

Dismissed after Driver Safety Course 0

Show Cause 0

Notice to Appear 0

Fines, Court Costs and Other Amounts Collected:

a. Kept by City	\$ 2,556.60
b. Remitted to State	\$ 1,373.50
c. Total	\$ 3,930.10



Ranger Fire Department

500 E Loop 254

Ranger, TX 76470 254-647-1505



Responses for 2023

01-01-2023 -12-01-2023

EMS 673 Fire 317 TOTAL = 990

120 Total calls for November 2023

Average Calls per Month: 90.0

Responses for 2022

EMS 625 Fire 302 Total: 927

Average Calls per Month: 84.2

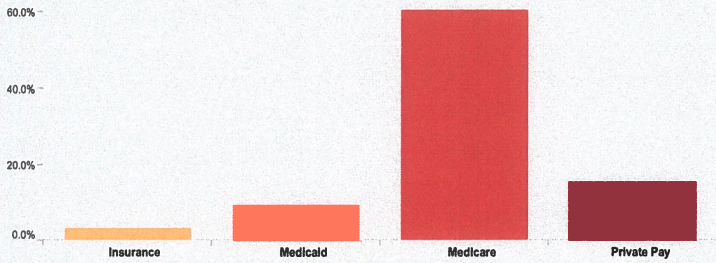
Executive Summary for Ranger



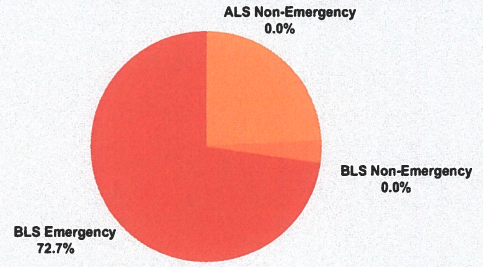
Choose A Month
202310 - October

Runs	Charges	Cash Collection	Cash Per Transport
33	\$56,798	\$15,912	\$477.58

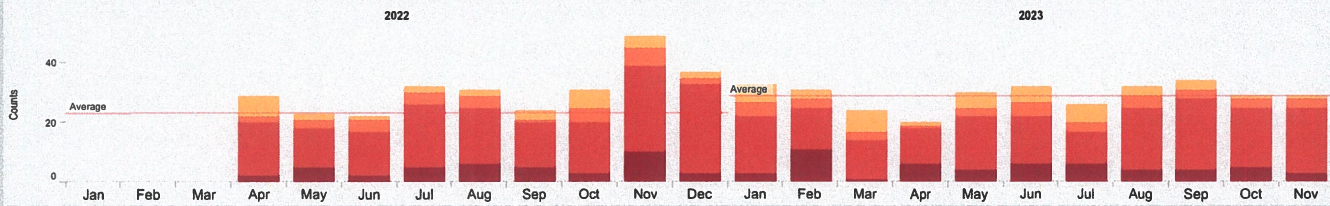
Payer Mix Percentage



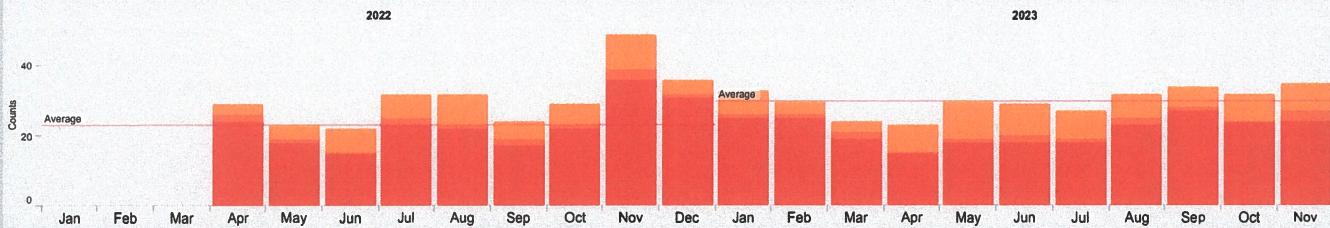
Level Service Percentage



Payer Mix Over Time



Level Service Over Time



Ranger Fire Dept

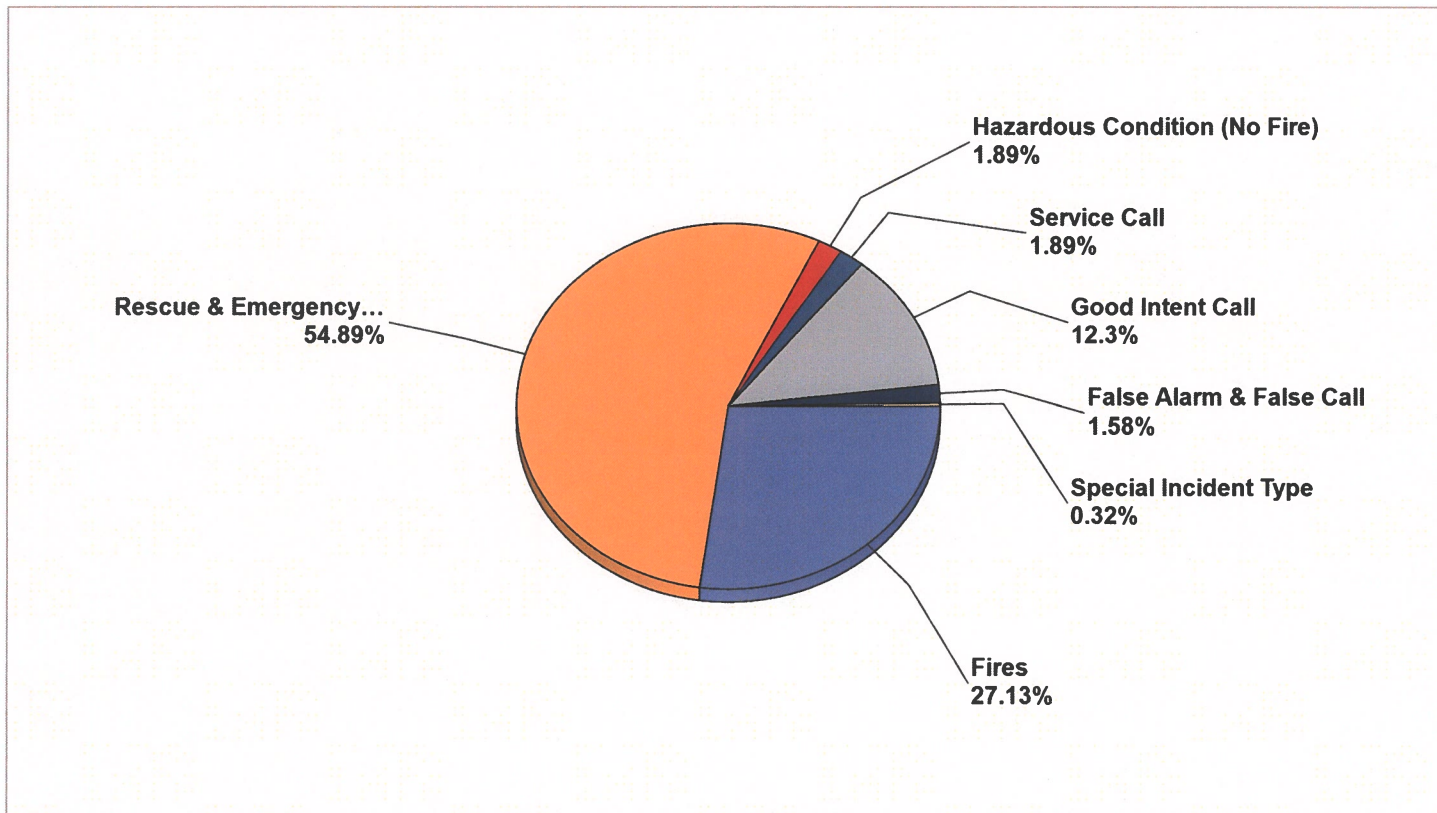
Ranger, TX

This report was generated on 12/4/2023 8:21:42 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2023 | End Date: 12/01/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	86	27.13%
Rescue & Emergency Medical Service	174	54.89%
Hazardous Condition (No Fire)	6	1.89%
Service Call	6	1.89%
Good Intent Call	39	12.3%
False Alarm & False Call	5	1.58%
Special Incident Type	1	0.32%
TOTAL	317	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Doc Id: 553

Page # 1 of 2

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	7	2.21%
111 - Building fire	20	6.31%
118 - Trash or rubbish fire, contained	2	0.63%
121 - Fire in mobile home used as fixed residence	2	0.63%
122 - Fire in motor home, camper, recreational vehicle	2	0.63%
130 - Mobile property (vehicle) fire, other	1	0.32%
131 - Passenger vehicle fire	8	2.52%
132 - Road freight or transport vehicle fire	1	0.32%
138 - Off-road vehicle or heavy equipment fire	1	0.32%
142 - Brush or brush-and-grass mixture fire	23	7.26%
143 - Grass fire	14	4.42%
151 - Outside rubbish, trash or waste fire	2	0.63%
160 - Special outside fire, other	1	0.32%
170 - Cultivated vegetation, crop fire, other	2	0.63%
311 - Medical assist, assist EMS crew	20	6.31%
320 - Emergency medical service, other	2	0.63%
321 - EMS call, excluding vehicle accident with injury	8	2.52%
322 - Motor vehicle accident with injuries	25	7.89%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.32%
324 - Motor vehicle accident with no injuries.	111	35.02%
352 - Extrication of victim(s) from vehicle	5	1.58%
353 - Removal of victim(s) from stalled elevator	1	0.32%
357 - Extrication of victim(s) from machinery	1	0.32%
412 - Gas leak (natural gas or LPG)	1	0.32%
413 - Oil or other combustible liquid spill	1	0.32%
444 - Power line down	3	0.95%
461 - Building or structure weakened or collapsed	1	0.32%
511 - Lock-out	2	0.63%
551 - Assist police or other governmental agency	1	0.32%
561 - Unauthorized burning	3	0.95%
600 - Good intent call, other	2	0.63%
611 - Dispatched & cancelled en route	4	1.26%
622 - No incident found on arrival at dispatch address	3	0.95%
631 - Authorized controlled burning	3	0.95%
632 - Prescribed fire	1	0.32%
651 - Smoke scare, odor of smoke	25	7.89%
653 - Smoke from barbecue, tar kettle	1	0.32%
700 - False alarm or false call, other	3	0.95%
715 - Local alarm system, malicious false alarm	1	0.32%
745 - Alarm system activation, no fire - unintentional	1	0.32%
900 - Special type of incident, other	1	0.32%
TOTAL INCIDENTS:	317	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Ranger Fire Dept

Ranger, TX

This report was generated on 12/4/2023 8:19:39 AM



Total Incidents per Personnel for Date Range

Personnel: All Personnel | Sort By: Personnel | Start Date: 01/01/2023 | End Date: 12/01/2023

PERSONNEL	COUNT	PERCENTAGE
<u>Alexander, Eden</u>	24	7.57 %
<u>Barry, Brian</u>	38	11.99 %
<u>Bearden, Mark</u>	7	2.21 %
<u>Bush, Ronnie A</u>	67	21.14 %
<u>Clark, John</u>	40	12.62 %
<u>Clifton, James B</u>	106	33.44 %
<u>Dial, Jacob</u>	54	17.03 %
<u>Fox, Louis Darrell</u>	247	77.92 %
<u>Fox, Matthew K</u>	24	7.57 %
<u>Gunstanson, Gearld</u>	16	5.05 %
<u>Hernandez, Carter</u>	40	12.62 %
<u>hoddnett, heath</u>	2	0.63 %
<u>Hoodie, Aaron</u>	15	4.73 %
<u>Hoodie, Nate R</u>	9	2.84 %
<u>Lemaster, Chuck</u>	1	0.32 %
<u>Lopez, Andrew</u>	1	0.32 %
<u>Lopez, Sylvester</u>	67	21.14 %
<u>Martinez , Jeremy</u>	12	3.79 %
<u>Mathis, Billy Jack</u>	137	43.22 %
<u>Mathis, Meagan</u>	21	6.62 %
<u>Mayes, Ethan</u>	114	35.96 %
<u>Middelton , Tanner</u>	28	8.83 %
<u>Parsons, Scott</u>	26	8.20 %
<u>Pickrell II, David D</u>	4	1.26 %
<u>Pitman, Kakki</u>	6	1.89 %
<u>Richardson, Justin</u>	7	2.21 %
<u>Richardson, Matt D</u>	225	70.98 %
<u>Robinson Jr., Frank A</u>	112	35.33 %
<u>Scott, Edie</u>	3	0.95 %
<u>Walston, Bobby</u>	21	6.62 %
<u>Wells, Nicholas K</u>	16	5.05 %
Sum of Individual Responses	1490	
Total Incidents for Date Range	317	

Includes incidents where personnel responded to on or off an apparatus. Only REVIEWED incidents included.



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Ranger Police Department Monthly Activity Report

November, 2023

Patrol Activity:

Reporting Officer:	Offense Reports	Incident Reports	CFS Reports	Crash Reports	Warrant Arrests	Other Arrests	Citations Issued	Warnings Issued	Business Checks
Chief Moran	2	3	36	0	0	1	0	1	0
Gibson	3	4	48	0	0	2	15	14	0
Ruelas	1	5	39	0	0	0	3	6	80
Fitzwater	7	13	50	1	2	7	12	29	6

Code Enforcement Activity:

Reporting Officer:	Offense Reports	Certified Notifications	Properties Improved	Code Citations	Code Warnings
Chief Moran	0	0	0		0
Butler	0	0	0	0	0
Gibson	0	4	6	3	6
Branch	0	0	0	0	0
Ruelas	0	0	0	0	0

Animal Control Activity:

Reporting Officer:	CFS Reports	Animals Impounded or Surrendered	Animals Quarantined	Animals Found @ Large	Animals Adopted/Returned	ACO Citations	ACO Warnings	Animals Euthanized
Douglas	20	4	0	4	0	4	8	0
Gibson	8	0	0	0	0	4	6	4

Department Totals:

Total Offense Reports	Total Incident Reports	Total CFS Reports	Total Crash Reports	Total (All) Arrests	Total Citations Issued	Total Warnings Issued	Total Dispatch Call Sheets	Total Criminal Cases Filed
13	25	201	1	12	33	70	146	M- 7 F - 5

City of Ranger

Public Works Report 2023

Water:

- Total Gals from ECWSD- 13,850,000
 - total purchased for the year 167,403,000
 - Last Month 1364.97
 - Action Level for Stage 2 still in Affect
 - Leaks-Appx 75,000 gals lost
 - Flushing-gals 10,000

Wastewater:

- WWTP Flow-3.065 MG

Streets

- **Pot hole Foch, mowed park and skate park, cleaned aeration bridge at sewer plant, sewer and water taps at Marston, sewer and water 321 Pine street, fixed water leaks at Philadelphia, chillers, 2461 pasture, 2461 across from chillers, Blackwell**

Sanitation:

- Current Expense at Sanitation Station- \$21,172.50
\$2583.50 6-roll offs

Work Orders:

- 64 total