



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 13, 2021 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects will be discussed, to wit:

Agenda Item 01: Call to Order- Mayor Casey

Roll Call/Quorum Check

Invocation of Prayer

Pledge of Allegiance to the United States Flag

Pledge of Allegiance to the Texas Flag

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

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

Agenda Item 04: Discuss/Consider: approval of the city council meeting minutes for the regular meeting on November 22, 2021. - Savannah Fortenberry, City Secretary

Agenda Item 05: Discuss/Consider: approval to enter into a 1-year contract for EMS collections with Emergicon, LLC. – Darrell Fox, Fire Chief

Agenda Item 06: Discuss/Consider: the presentation given by Blackstone Claim Services, Inc regarding the hail damage claims. - Brian Pashen, Director of Business Development/Public Insurance Adjuster

Agenda Item 07: Discuss/Consider: Setting a date, time and budget amount for the Christmas Open House at City Hall. – John Casey, Mayor

Agenda Item 08: Discuss/Consider: cancelling the 2nd meeting held on December 27th. - John Casey, Mayor

Agenda Item 09: Discuss/Consider: an update on the personnel policy accompanied by an Organizational Chart. - Gerald Gunstanson, City Manager

Agenda Item 10: Discuss/Consider: an update regarding improvements to infrastructure in accordance with the current fiscal year budget and strategic plan. - Kevan Moize, Commissioner Place 3; Gerald Gunstanson, City Manager

Agenda Item 11: Discuss/Consider: Challenge of ECWSD proposed rate increase. - Robert Butler, Commissioner Place 2

Agenda Item 12: Discuss/Consider: approval to advertise Request for Proposals (RFP) for administration and/or planning services for programs and/or projects to repair the retainage wall at the City Park; including a scope of work from Jacob and Martin, LTD. –Gerald Gunstanson, City Manager

Agenda Item 13: Discuss/Consider: approval to advertise Request for Proposals (RFP) administration and/or planning services for programs and/or projects for the purchase and fitting of an EMS vehicle for the City of Ranger from TDHCA grant funds. –Gerald Gunstanson, City Manager

Agenda Item 14: Discuss/Consider: Ordinance No. 2021-12-13-E: AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF RANGER, TEXAS, AMENDING THE CITY'S EXISTING ORDINANCES BY AMENDING AND ESTABLISHING FEES FOR CERTAIN LICENSES, PERMITS, AND OTHER SERVICES PROVIDED BY THE CITY OF RANGER; INCLUDING FINDINGS OF FACT AND PROPER NOTICE AND HEARING; REPEAL PREVIOUS ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; PROVIDING SEVERABILITY CLAUSE; EFFECTIVE DATE AND OPEN MEETING CLAUSES; AND PROVIDING FOR RELATED MATTERS. – Robert Butler, Commissioner Place 2

Agenda Item 15: Discuss/Consider: Ordinance No. 2021-12-13-I: AN ORDINANCE OF THE CITY OF RANGER, TEXAS REGULATING THE PLACEMENT AND INSTALLATION OF HUD-CODE MANUFACTURED HOMES, MOBILE HOMES, AND MODULAR HOMES IN THE CITY; IDENTIFICATION OF AREAS ELIGIBLE FOR THE INSTALLATION OF HUD-CODE MANUFACTURED OR MODULAR HOMES; PROVIDING FOR MANUFACTURED HOME COMMUNITIES; DEFINITIONS, INSTALLATION REQUIREMENTS; PROVIDING FOR NON-COMFORMING USE; ABANDONMENT; OTHER REGULATIONS FOR MODULAR AND MANUFACTURED HOMES TO INCLUDE EXCEPTIONS; REPEAL PREVIOUS ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; PROVIDING SEVERABILITY CLAUSE; EFFECTIVE DATE AND OPEN MEETING CLAUSES; AND PROVIDING FOR RELATED MATTERS. –Robert Butler, Commissioner Place 2

Agenda Item 16: Discuss/Consider: INITIAL DISCUSSION OF A DRAFT ORDINANCE OF THE CITY OF RANGER, TEXAS REGULATING RECREATIONAL VEHICLES; REPEAL PREVIOUS ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; PROVIDING SEVERABILITY CLAUSE; EFFECTIVE DATE AND OPEN MEETING CLAUSES; AND PROVIDING FOR RELATED MATTERS. – Kevan Moize, Commissioner Place 3

Agenda Item 17: Discuss/Consider: INITIAL DISCUSSION OF A DRAFT ORDINANCE OF THE CITY OF RANGER, TEXAS REGARDING THE PRESERVATION AND RESTORATION OF CERTAIN BRICK STREETS PRESENTLY EXISTING IN THE CITY LIMITS OF THE CITY OF RANGER, TEXAS. – Kevan Moize, Commissioner Place 3

Agenda Item 18: Discuss/Consider: Resolution No. 2021-12-13-S: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY RESILIENCY PROGRAM (CRP) APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV); AND AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY RESILIENCY PROGRAM.

Agenda Item 19: Discuss/Consider: Consent Items; the Approval of Monthly Department Reports:

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

Agenda Item 20: Discuss/Consider: Convene in Executive Session Pursuant to Texas Government Code § Section 551.072. **Deliberations about Real Property:** A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

1. Ranger Municipal Airport

Agenda Item 21: Discuss/Consider: Reconvene into Open Session and take action from Executive Session – John Casey, Mayor

Agenda Item 22: Discuss/Consider: Convene in Executive Session Pursuant to Texas Government Code § Section 551.072. **Deliberations about Real Property:** A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- Parcel 55698
- Parcel 55701

Agenda Item 23: Discuss/Consider: Reconvene into Open Session and take action from Executive Session – John Casey, Mayor

Agenda Item 24: Convene in Executive Session Pursuant to Texas Government Code Section § 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, or dismissal of a public officer or employee. – John Casey, Mayor

- Joey Johnston

Agenda Item 25: Discuss/Consider: Reconvene into Open Session and take action from Executive Session – John Casey, Mayor

Agenda Item 26: 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 10, 2021 and remained posted for 72 hours preceding the scheduled time of the meeting.

Savannah Fortenberry

Savannah Fortenberry, Ranger City Secretary

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

NOTICE OF ASSISTANCE

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

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



REGULAR MEETING MINUTES

A Regular Meeting of the Governing Body of the City of Ranger, Texas, was held on **Monday, November 22, 2021 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects were discussed, to wit:

COUNCIL MEMBERS AND CITY STAFF PRESENT:

Honorable John Casey	Mayor
Commissioner Larry Monroe	Place 1
Commissioner Robert Butler	Place 2
Commissioner Kevan Moize	Place 3
Commissioner Bittni Boykin	Place 4- Absent
City Manager Gerald Gunstanson	Absent
City Secretary Savannah Fortenberry	
Public Works Director Robert Alvarez	
Honorable Tammy S. Archer	

Agenda Item 01: Call to Order- Mayor John Casey

Roll Call/Quorum Check- Savannah Fortenberry
Invocation of Prayer- City Manager Gerald Gunstanson
Pledge of Allegiance to United States Flag- Mayor John Casey
Pledge of Allegiance to Texas Flag- Mayor John Casey

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

Agenda Item 03: Announcements from City Council or Staff- 1. Commissioner Butler reminded everyone that City Hall will be closed Wednesday through Friday in observance of Thanksgiving. **2.** Commissioner Moize reminded everyone the Christmas Parade would be Friday, December 3.

Agenda Item 04: Discuss/Consider: approval of the city council meeting minutes for the regular meeting on November 8, 2021. - Savannah Fortenberry, City Secretary

*Motion made by Commissioner Moize to approve the city council meeting minutes for the regular meeting on November 8, 2021 and 2nd by Commissioner Monroe. **All Ayes and Motion Passed.**

Agenda Item 05: Discuss/Consider: Resolution No. 2021-11-22-Q: 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 3, 2021. –John Casey, Mayor

*Motion made by Commissioner Butler to approve Resolution No. 2021-11-22-Q and 2nd by Commissioner Moize. **All Ayes and Motion Passed.**

Agenda Item 06: Discuss/Consider: Resolution No. 2021-11-22-R: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANGER, AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE WEST CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING GERALD GUNSTANSON, CITY MANAGER TO ACT ON BEHALF OF CITY OF RANGER IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED CITY OF RANGER WILL COMPLY WITH THE GRANT

*Motion made by Commissioner Butler to approve Resolution No. 2021-11-22-R allowing the council to decide how the funds are expensed and 2nd by Commissioner Monroe. **All Ayes and Motion Passed.**

Agenda Item 07: Discuss: the improvements being done with streets and the equipment involved. – John Casey, Mayor

*Discussion was held regarding the improvements being done on Cemetery Hill. Mayor Casey explained if we like the rental machine the rental will go towards the final purchase. Commissioner Butler explained after the lease was up to come back to council for final purchase. **No Action Taken**

Agenda Item 08: Discuss/Consider: the mobile home at 100 S. Oak Street that was not granted a special use permit. –John Casey, Mayor

*Discussion was held regarding the mobile home at 100 S. Oak Street that was not granted a special use permit. Mayor Casey stated no utility connections will be permitted as the special use permit was denied. **No Action Taken**

Agenda Item 09: Discuss/Consider: Consent Items; the Approval of Monthly Department Reports:

- **Finance Report-** Director Savannah Fortenberry

*Motion made by Commissioner Butler for the approval of the Finance Report as presented and Commissioner Moize 2nd the motion. Ending October 29, the City of Ranger had a combined total of \$704, 419.23 between the Utility Fund and General Fund account. **All Ayes and Motion Passed.**

Agenda Item 10: Discuss/Consider: Convene in Executive Session at **6:10pm** Pursuant to Texas Government Code § Section 551.072. **Deliberations about Real Property:** A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- Parcel 55698
- Parcel 55701

Agenda Item 11: Discuss/Consider: Reconvene into Open Session at **6:36pm** and take action from Executive Session – John Casey, Mayor

*Motion made by Commissioner Butler to authorize Mayor Casey and Commissioner Moize to pursue information on the listed properties and Commissioner Monroe 2nd the motion. **All Ayes and Motion Passed.**

Agenda Item 12: Discuss/Consider: Adjournment- 6:37pm

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

These minutes were approved on the 13th day of December, 2021

CITY OF RANGER, TEXAS

John Casey, Mayor

ATTEST:

Savannah Fortenberry, City Secretary



Ranger Fire Department

500 E Loop 254
Ranger, TX 76470
254-647-1505



EMERGICON CONTRACT

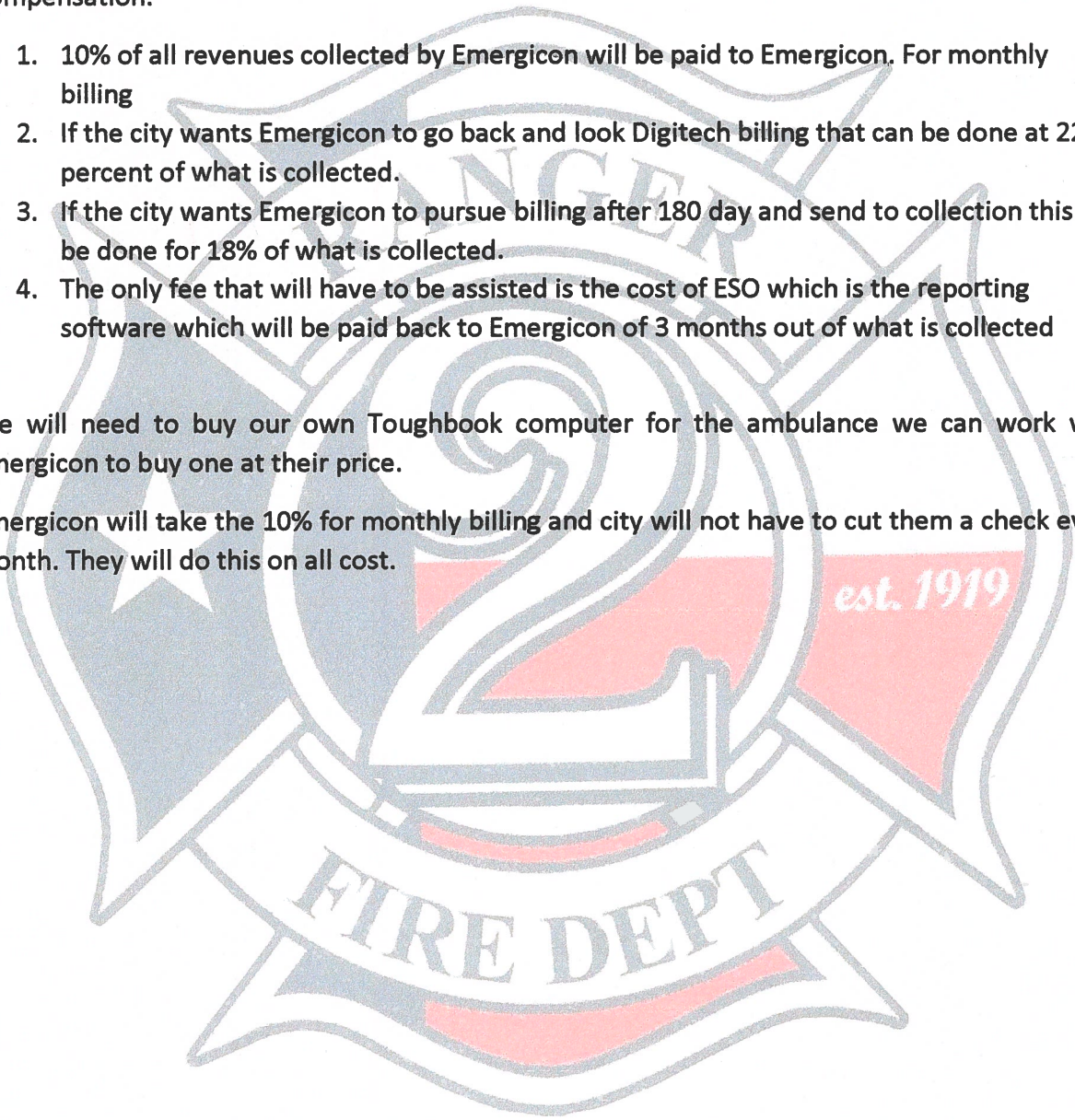
This contract is between Emergicon and the City of Ranger for Ems billing .

Compensation.

1. 10% of all revenues collected by Emergicon will be paid to Emergicon. For monthly billing
2. If the city wants Emergicon to go back and look Digitech billing that can be done at 22 percent of what is collected.
3. If the city wants Emergicon to pursue billing after 180 day and send to collection this can be done for 18% of what is collected.
4. The only fee that will have to be assisted is the cost of ESO which is the reporting software which will be paid back to Emergicon of 3 months out of what is collected

We will need to buy our own Toughbook computer for the ambulance we can work with Emergicon to buy one at their price.

Emergicon will take the 10% for monthly billing and city will not have to cut them a check every month. They will do this on all cost.



**Business Associate Agreement
Between
City of Ranger, Texas
and Emergicon, LLC**

This Business Associate Agreement (“Agreement”) between City of Ranger, Texas and Emergicon, LLC is executed to ensure that Emergicon, LLC will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of City of Ranger, Texas in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Emergicon, LLC, agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e- PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to City of Ranger, Texas any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to City of Ranger, Texas without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon, LLC agree to the same restrictions, conditions, and requirements that apply to Emergicon, LLC with respect to such information;
5. Make PHI in a designated record set available to City of Ranger, Texas and to an individual who has a right of access in a manner that satisfies City of Ranger, Texas's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by City of Ranger, Texas, or take other measures necessary to satisfy City of Ranger, Texas's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to City of Ranger, Texas or an individual who has a right to an accounting within 60 days and as necessary to satisfy City of Ranger, Texas's obligations under 45 CFR §164.528;
8. To the extent that Emergicon, LLC is to carry out any of City of Ranger, Texas's obligations under the HIPAA Privacy Rule, Emergicon, LLC shall comply with the requirements of the Privacy Rule that apply to City of Ranger, Texas when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon, LLC on behalf of City of Ranger, Texas, available to the Secretary of the of Health and Human Services for purposes of determining Emergicon, LLC and City of Ranger, Texas's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if City of Ranger, Texas notifies Emergicon, LLC of any restriction on the use or disclosure of PHI that City of Ranger, Texas has agreed to or is required to abide by under 45 CFR §164.522; and
11. If City of Ranger, Texas is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Emergicon, LLC agrees to assist City of Ranger, Texas in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of City of Ranger, Texas's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of City of Ranger, Texas agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting City of Ranger, Texas of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to City of Ranger, Texas of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Emergicon, LLC on behalf of City of Ranger, Texas include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by City of Ranger, Texas to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by City of Ranger, Texas to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Emergicon, LLC has been engaged to perform on behalf of City of Ranger, Texas.

D. Termination

1. City of Ranger, Texas may terminate this Agreement if City of Ranger, Texas determines that Emergicon, LLC has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Emergicon, LLC shall return to City of Ranger, Texas or destroy all PHI received from City of Ranger, Texas, or created, maintained, or received by Emergicon, LLC on behalf of City of Ranger, Texas that Emergicon, LLC still maintains in any form. Emergicon, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this _____ day of _____, 2021

Emergicon, L.L.C.

City of Ranger, Texas

Signature: _____

Signature: _____

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement is entered into this _____ day of _____, 2021, by and between Emergicon, LLC, a Texas limited liability corporation and City of Ranger, a Texas municipality, ("Client").

RECITALS

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others;

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations;

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to perform the Specialized Professional Services set described in Paragraph 2 of this Agreement and Emergicon accepts such appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that this appointment is exclusive and that Client will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, nor will Client bill for any transport without first giving notice to Emergicon of its intent to do so. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the "Services") on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to Emergicon. For purposes of this Agreement, "Required Documentation" shall consist of prehospital patient care reports (PCRs) (also referred to as "trip sheets" or "run reports"), medical necessity certification

statements (PCSs or CMNs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as “assignment of benefits forms” or “signature forms”), Advance Beneficiary Notices of Non-coverage (ABNs) and other documentation necessary for Emergicon to perform the Specialized Professional Services under this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon’s understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon’s decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client’s behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client’s choosing.

Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges.

g. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. Emergicon shall furnish those reports to Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law.

Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments.

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept. Any credit card processing fee shall be the responsibility of Client, unless offset by a fee to the patient.

j. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies, and that they do so in a timely manner. If Client's status as a Medicare or Medicaid provider has lapsed prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee as described in paragraph 10(e).

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

a. Initiate or pursue litigation for the collection of past due accounts.

b. Invoice for Client's non-ambulance medical transportation services,

including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.

c. Negotiate any checks made payable to Client, though Emergicon may receive funds as an agent of Client for transmittal to Client where permitted by Client;

d. Accept reassignment of any benefits payable to Client;

e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;

f. Obtain any prior authorizations on behalf of Client, or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of Client.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide Emergicon with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Patient Name, Address, and contact phone number, Date of Birth, Date of Service, Patient Medical Condition, basis for ALS dispatch, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not able to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents and warrants that any such documentation is complete and accurate, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client, and, notwithstanding any other term or provision of this Agreement, Client will, to the extent allowed by law, reimburse Emergicon, for any losses arising from billing or claim

submission decisions made by Emergicon based on documentation submitted to Emergicon by Client if such documentation is later determined to be incomplete or inaccurate.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by Emergicon if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client. Failure of Client to give the notice required by this section may result in Client having to refund paid claims; Client agrees and understands that any such refund will be the sole responsibility of Client and that any fee due from Client to Emergicon for the billing of such claims will remain due and payable to Emergicon regardless of Client's repayment obligation.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

e. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription, membership, or resident write-off program, client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of

Client's membership or subscription program. Notwithstanding any other provision of this Agreement, Client agrees to reimburse Emergicon, to the extent allowed by law, for any losses arising from Client's membership or subscription program in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS or CMN form on all trips where required by law and provide copies of all PCS or CMN forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than ten (10) days after the Client approval date of said changes.

k. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same, excluding Saturday, Sunday, and official government holidays.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, support for Texas Ambulance Supplemental Payment Program (TASPP), etc.). Client understands that the processing of customized needs may entail additional charges to Client by Emergicon.

n. Designate a contact person or position, or official designee, authorized to

represent the business interests on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMESIS format to Emergicon. Client agrees to bear all cost of the development and implementation of the electronic software "bridge" as mutually agreed upon by the parties and in conjunction with Emergicon information technology personnel, representatives, or contractors.

q. To the extent allowed by law, Client will defend and hold harmless Emergicon and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

- i. Any negligent acts or omissions resulting in claims or liabilities due to an incurable breach or violation of covenant, obligation, or agreement of Client set forth in this agreement and any incurable breach or inaccuracy of any of the representations or warranties made by Client in this agreement or in performing its responsibilities under this agreement.
- ii. Both parties agree that defense of breach or violation of the agreement by Client under this Section 4(q) does not constitute the Client's incurrance of a debt in violation of Article XI Section 7 A. of the Texas Constitution and defined by the Supreme Court in *Tex. & New Orleans R.R. Co. v. Galveston County*, 169 S.W.2d 713, 715 (Tex. 1943).

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client's responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon ("Client-Provided Records"). Emergicon does not act as Client's records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon's possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by Emergicon to be routine attorney requests, Emergicon may forward such requests to Client for disposition. Emergicon may set a reasonable fee for such service and collect said fee for the services set forth in this paragraph. Any such fee will be the obligation of the patient or the party requesting on their behalf, and Client will not be responsible for any failure of a patient or party to pay said fee.

c. During the term of this Agreement, Emergicon shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar type or nature.

d. Any documents, data, records, or information compiled in the course of Emergicon's provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, Emergicon may charge Client the percopy amount for medical records permitted under the Texas Medical Board rules at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph

5(e) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format acceptable to Emergicon at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to Emergicon after a 90 day close-out period following the effective termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination and close-out of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a per copy price per the Texas Medical Board rules at the time of the request.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year, and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice and a 90 day close-out period to follow.

c. This Agreement may be terminated by Emergicon immediately upon written notice to Client for any of the following reasons:

- i. If Client makes an assignment indicating Client financial insecurity for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver or any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.
- ii. If Client loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.
- iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay Emergicon for its Specialized Professional Services within thirty (30) days of the date such payment becomes due, takes any actions which Emergicon, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with Emergicon in any way that prevents, impedes, obstructs, or delays Emergicon in the performance of the Specialized Professional Services set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10(a), below, for all revenues collected by Emergicon on Client's behalf and for all claims billed on Client's behalf pursuant to Paragraph 10(b), below, during the 90-day follow-up period set forth in Paragraph 7(d), above. After notice of termination is given, all Emergicon invoices are due and payable by Client within five (5) days of same. In the event that Client does not remit payment on any such invoice within five (5) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d), above.

8. External and Internal Audits.

a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contractor, Zone Program Integrity Contractor, Unified Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee, as determined by Texas Medical Board rules at the time of the request, for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the performance of periodic, random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name Client. Client authorizes Emergicon to endorse, deposit, and otherwise negotiate items as the client's representative and forward monthly to Client or deposit into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without

making Emergicon a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws.

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to ten percent (10.00%) of all revenues collected by Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged an additional two percent (2.0%) unless it has been offset by a payer convenience fee.

b. For all payers that prohibit percentage-based billing arrangements, such as Department of State Health Services' (DSHS') Children with Special Health Care Needs (CSHCN) Services Program, Client shall pay Emergicon a flat fee of \$38 per trip, to be invoiced at the time of billing.

c. If Client instructs Emergicon to collect on an account(s) initially billed by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

d. If Client allows Emergicon or places accounts with a 3rd party collection agency to continue to pursue accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account.

e. If Client is disenrolled or inactive as a Medicare or Medicaid provider prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee of \$1,500 for Medicare and \$500 for Medicaid, plus any fees assessed by the Centers for Medicare & Medicaid Services.

f. The fees payable by Client to Emergicon shall be calculated and invoiced to Client on a periodic basis established by Emergicon in accordance with the receipts report generated by Emergicon.

g. Emergicon shall submit invoices to Client on a periodic basis established by Emergicon. Invoices are to be paid by Client within thirty-five (35) days of the invoice date. Emergicon reserves the right to add simple interest at the annual rate provided by the Prompt Payment Act to any fee where Emergicon has not received payment within thirty-five (35) days of the date of its invoice.

h. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client unless Emergicon bears responsibility for the overpayment or credit balance.

i. Client agrees to reimburse Emergicon for any and all sales tax liabilities that may arise as a result of this Agreement.

j. Client agree to reimburse \$35 for any checks returned for insufficient funds as a result of this Agreement.

k. Emergicon agrees to notify client sixty (60) days in advance of any automatic price increase.

11. Indemnification and Insurance.

a. In addition to any specific provisions set forth in this Agreement, to the extent allowed by law, Client shall reimburse Emergicon and/or its employees, officers, directors and agents for any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any willful or grossly negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees including but not limited to incomplete or inaccurate patient care reports, improperly completed PCS forms, or other documentation issues that make it impossible for Emergicon to properly code and bill claims. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Emergicon shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any Emergicon agent, servant,

contractor or employee and which relate to the Specialized Professional Services performed by Emergicon under this Agreement.

c. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than \$4,000,000. Client will be named as an additional insured under the policy and Emergicon shall provide proof of such coverage to Client upon reasonable written request for same.

d. Notwithstanding any other provision of this Agreement, Emergicon shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of Emergicon for any disputed billing performed by Emergicon on behalf of Client shall not exceed any amounts paid to Emergicon by Client under this Agreement.

e. Where any provision of this Agreement obligates either party to defend, indemnify, hold harmless, and/or reimburse the other party, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to that party and to its employees, owners, agents, contractors, attorneys, consultants, accountants, and servants.

f. It is expressly agreed and understood by both parties that certain repayment or refund demands may be made by insurance payers that are not the result of negligence on the part of either party and therefore are not subject to indemnity as set forth in the paragraph 11. Specifically, there may be claims that are audited or reviewed and later determined not to be medically necessary, not to justify the level of care provided and/or billed, or otherwise denied or down-coded to a lower level of service. In this situations, the parties will work together to respond to and appeal such denials, and if determined that repayment is in fact due after the exhaustion of such available appeals, the parties will pay their pro-rata share of refund based on the % fee set forth in paragraph 10.a. above.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation or subpoena. Emergicon acknowledges the Client requirements under the Public Information Act. For purposes of this Agreement, "proprietary information" shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information.

13. Compliance.

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Client agrees to reimburse Emergicon, to the extent allowed by law, for any and all claims, damages and losses caused by Client sending accounts to Emergicon which are ineligible for billing and/or reimbursement for any reason.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

15. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: <http://exclusions.oig.hhs.gov>.

16. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of Emergicon to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

17. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

18. Assignment. This Agreement may be assigned by Emergicon to any successors or assigns of Emergicon with the express written consent of the Client. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns.

19. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

<u>Emergicon:</u>	<u>[client]:</u>
Emergicon, LLC.	City of Ranger
PO Box 180446	400 W. Main St.
Dallas, TX 75218	Ranger, TX 76470
Phone: (972-602-2060)	
Fax:(469) 602-5542	

20. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon without compensation to Emergicon of a placement fee of two times the annual salary paid by Emergicon to such employee at the time such employee left employment of Emergicon.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of billing services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization without compensation to Emergicon equivalent to two times the annual average of fees during the term of this agreement as paid to Emergicon for these services. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

21. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving Dallas County, Texas. Client expressly agrees to personal jurisdiction and venue in any such court.

22. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.

23. Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

24. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

25. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

26. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

27. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

28. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

29. Conflicts of Interests. Special Assessor represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

30. Force Majeure. The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, public health emergencies, or through acts of God.

31. Regulatory Changes. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

32. Independent Contractor Relationship. The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent nor partner nor fiduciary of the other, and neither is authorized to take any action binding upon the other.

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.

EMERGICON, LLC.

City of Ranger, Texas

By:

By:

Signature

Date

Christopher Turner

Print Name

President and CEO

Title

Signature

Date

Print Name

Title

ORDINANCE NO. 2021-12-13-E

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF RANGER, TEXAS, AMENDING THE CITY'S EXISTING ORDINANCES BY AMENDING AND ESTABLISHING FEES FOR CERTAIN LICENSES, PERMITS, AND OTHER SERVICES PROVIDED BY THE CITY OF RANGER; INCLUDING FINDINGS OF FACT AND PROPER NOTICE AND HEARING; REPEAL PREVIOUS ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; PROVIDING SEVERABILITY CLAUSE; EFFECTIVE DATE AND OPEN MEETING CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Ranger (the "City") has previously established by ordinances and resolutions fees for licenses, permits, and services provided by the City; and

WHEREAS, the City has drafted a Schedule of Fees, attached hereto as Exhibit A and incorporated herein for all purposes, that reflects revisions to certain fees, a restatement of certain fees not revised, and a consolidation of all such fees; and

WHEREAS, due to the need for periodic modification of said fees and for the purposes of efficiency, the City Commission desires to future fee changes by resolution rather than by ordinance; and

WHEREAS, the City desires to provide a single and convenient location for a list of all fees charged; and

WHEREAS, the City Commission has considered the merits of this Ordinance and has determined that this Ordinance is necessary to protect the health, safety, morals, and welfare of the community.

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

SECTION 1. FINDINGS OF FACT. All of the above premises and recitations are found to be true and correct and are incorporated into the body of this Ordinance as findings of fact, as if copied herein in their entirety.

SECTION 2. FEE SCHEDULE. The consolidated and revised Fee Schedule is attached hereto as Exhibit "A," and made a part hereof for all purposes, the same as if fully copied herein.

SECTION 3. REPEAL. All prior Resolutions or Ordinances amending and/or adopting a Fee Schedule are hereby repealed.

SECTION 4. PENALTY.

It shall be a violation of this Ordinance to conduct any activity or commence any use or receive any service for which payment of a fee described herein is required until such fee has been paid (if required to be paid in advance) or to fail to pay such fee when properly billed.

Any person or entity who violates or fails to comply with any provision of this Ordinance shall be charged with a Class C misdemeanor and, if convicted, may be subject to fine of up to Five Hundred Dollars (\$500.00). Each day a violation exists or continues shall constitute a separate offense.

SECTION 5. CUMULATIVE CLAUSE.

That this ordinance shall be cumulative of all provisions of the City of Ranger, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinance, in which event the conflicting provisions of such Ordinance are hereby repealed.

SECTION 6. SEVERABILITY. The provisions of this Ordinance are declared to be severable. If any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect notwithstanding the validity of any part.

SECTION 7. SAVINGS.

That all rights and privileges of the City of Ranger are expressly saved as to any and all violations of the provision of any Ordinances effected by this Ordinance; and any such accrual of said ordinances at the time of the effective date of this Ordinance; and, as to such accrued violation and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8. PROPER NOTICE AND OPEN MEETINGS ACT. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required and that public notice, place, and purpose of said meeting was given as required by the open meetings act, chapter 551, Texas Government Code.

SECTION 9. EFFECTIVE DATE. This Ordinance shall be in full force and take effect upon its passage and publication as provided by law, and it is so ordained.

FIRST READING PASSED AN APPROVED, this 13th day of December, 2021.

SECOND READING PASSED AN ADOPTED, this ___ day of _____, ____.

City of Ranger Fee Schedule (Attachment A)

A. Water/Wastewater Service Rates and Fees

1. Tap fee rates.

Standard residential connection, 5/8x3/4 meter:	\$1000.00
Tap on other side of street, add:	\$450.00
(a) One inch meter connection and tap:	\$1750.00
(b) Two-inch meter connection and tap:	\$2750.00
Other side of street tap charges for b and c:	\$450.00
(c) Wastewater system connection - 4 inch:	\$750.00
Wastewater system connection - 6 inch:	\$1500.00
Other side of street tap:	\$450.00
(d) Extension of lines --- tap fees plus cost plus 25%	

2. Security Deposit Rate: \$150.00

3. Service Charge Rate: \$50

4. Rates for Water and Meter Service.

(a) Residential minimum charge per meter, up to 2000 gallons:	\$39.00
(b) For each 1000 gallons of water metered over 2000:	\$9.00
(c) Commercial - Single entity rate. Where a commercial unit, Business Establishment, customer entity receives service off a meter. The first 2000 gallons:	\$76.00
For each 1000 gallons of water metered over 2000 gallons and any proportionate amount:	\$9.00
(d) Commercial – Master meter rate: (More than one unit, customer, or Establishments off of one meter. # of units X \$36.60 (plus \$8.30 per 1000 gallons over minimum X # of Customers.	

Outside city limits --- The following rates will be charged to all customers for water service provided outside the city limits.

(e) The first 2000 gallons of water used are included in the minimum charge:	\$39.50
For each 1000 gallons above the 2000 gallon minimum:	\$9.50
(f) Meter test. A water meter test will be performed at the request of the customer.	
If the meter is found to be slow, less than 98%, the customer will be charged:	\$75.00

- (g) Disconnecting charge: \$25.00
- (h) Termination at owner's request. The requested charge rate is: \$25.00

4A. Ranger College and Ranger ISD.

- Water minimum: \$36.00
- Each 1000 gallons over minimum: \$7.00
- Sewer minimum: \$120.00

5. Rates for Bulk Water:

- 0-1000 gallons: \$25.00
- Each additional 1,000 gallons \$10.00

6. Wastewater.

- Residential \$45.00
- Commercial I \$60.00
- Commercial II \$120.00
- Commercial III \$240.00
- Multi-unit complex (per unit): \$15.00

7. TCEQ Backflow Tester Certification (annually) \$100.00

B. Solid Wastes.

- Minimum monthly charge residential (per unit): \$25.00
- Each additional unit: \$15.00

Commercial/Industrial rates:

- 96 gallon container once per week: \$25.00
- 96 gallon container twice per week: N/A
- 1.5 cu. Yd. dumpster once per week: \$60.00
- 1.5 cu. Yd. dumpster twice per week: \$90.00
- 2.0 cu. Yd. dumpster once per week: \$65.00
- 2.0 cu. Yd. dumpster twice per week: N/A
- 3.0 cu. Yd. dumpster once per week: \$110.00

- 3.0 cu. Yd. dumpster twice per week: \$190.00
- 4.0 cu. Yd. dumpster once per week: \$130.00
- 4.0 cu. Yd. dumpster twice per week: \$220.00

C. Collection Center

Residential Rates:

- Pick-up truck \$15.00
- 10-12' Trailer (4'sides) \$30.00
- 14-16' Trailer (4'sides) \$40.00
- 20-30' Trailer (4'side) \$60.00
- Refrigerators, freezers, and a/c units \$20.00 each
- Passenger tires (without rims) \$5.00 each

NOTE: Contractors are double amount listed above.

D. Cemetery Rates:

- Administrative Fee \$25.00 – (Admin actions, i.e., Plot Deed transfer)
- Locate Plot \$30.00
- Plot (Casket Burial) \$255.00
- Urn – Placement on a plot with a casket. \$70.00
- Urn Plot (Urn Burial only) \$280.00

Plot may be used for urns only and up to four urns can be placed on plot. Each urn must be registered with city hall.

E. Animal Control Rates:

1. Standard licensing fee: (for all animals four months of age or older)

NOTE: You must submit proof of rabies vaccination.

- Unneutered dog or cat (annually) \$5.00
- Neutered dog or cat (annually) \$3.00
- Other animals (annually) \$3.00

2. Permits:

- Circus/Zoo \$500.00
- Commercial Animal Enterprise \$150.00
- Multiple Animal Owner \$100.00
- Guard Dog \$50.00

NOTE: Renewal for all above (annually): \$50.00

3. Impoundment Fee (for each animal): Strays whose owners cannot be located will be confined for a period of 96 hours, and if unclaimed may be destroyed and tested for rabies. A dog or cat with no identification shall be held for a minimum of 2 hours (after 72 hours the animal is property of the city).

- After hours call fee in addition to impoundment: \$25.00

	First Time (per day)	Second Time (per day)	Third Time (per day)
Unneutered dog or cat	\$15.00	\$25.00	\$50.00
Neutered dog or cat	\$15.00	\$25.00	\$50.00
Fowl or small animal	\$15.00	\$25.00	\$50.00
Livestock	\$50.00	\$200.00	\$350.00
Zoological and/or circus animal	\$100.00	\$200.00	\$500.00

NOTE: More than 4 violates by and pet or combination thereof owned by the same person in three years or less shall be: \$500.00 for each impoundment

4. Boarding/Quarantine Fees:

- Boarding fee for impounded animals after first day: \$15.00
- Established by policy (does not include first day)

NOTE: Home quarantine may be authorized as coordinated in accordance with State Law. Any owned dog or cat having bitten or scratched a person shall be observed for a period of ten days from the day of the bite.

5. Expenses of Animal: Owner shall pay for any veterinarian or drug fees incurred for the animal while in custody of ACO or Animal Shelter.

6. Surrender Fees:

- Cats \$25.00
- Dogs \$25.00
- Litters of dogs or cats \$45.00
- Other small animals \$10.00
- Large Animals N/A

7. Adoption Fees:

- Each animal \$75.00

NOTE: Animals adopted from the animal shelter must be neutered/spayed must provide proof of surgery by the date established by the ACO.

F. Administrative Services

- Hardcopy of Charter, Ordinances or Resolutions
- Certified Birth Certificates \$23.00
- Certified Death Certificates \$21.00
 - Each Additional Certified Copy \$ 4.00
- Rent Community Center- 4 hours \$25.00
- Rent Community Center – 8 hours \$50.00
- Public Information Requests
 - 50 or more pages. (per page) \$ 0.10
- Dishonored checks: \$35.00
- Accident Reports: \$6.00
 - Certified copy: \$8.00
- Supplies Actual Cost
- Postage and Shipping Actual Cost
- Credit Card Fee- Fee calculated off of total amount of transaction 3.50%

G. Mobile Home Permits.

- Mobile Home Permits (including RVs used as a residence) \$50.00

H. Regulation of Vendors, Peddlers, Solicitors to include Food Establishments, Semi-permanent food establishment, and temporary vendors.

NOTE: it is unlawful for any peddler, solicitor, mobile food establishment, temporary food establishment, or semi-permanent food establishment to engage in business without obtaining a peddler’s permit for the City Secretary. Does not include community service, charitable, educational, or religious services, such as meals-on-wheels, etc.

- Peddler permit:
 - Per day: \$5.00
 - Per week: \$10.00
 - Per month: \$25.00
 - Per 3 months: \$50.00
 - Per 6 months: \$75.00
 - Per year: \$100.00

- Mobile, temporary, or semi-permanent food establishment shall pay a base fee of \$10.00 for each individual on the permit. NOTE: Applicant must obtain inspections or permits required by Texas Department of State Health Services.
- Plus, the following additional:
 - Per day: \$5.00
 - Per week: \$10.00
 - Per month: \$25.00
 - Per 3 months: \$50.00
 - Per 6 months: \$75.00
 - Per year: \$100.00

I. Special Event Permit. (May coordinate for joint permit if more than one sponsor)

- Public Property Fees:
 - First Day \$25.00
 - Each additional day \$10.00
- Private Property Fee (per day) \$5.00

J. Annual Fee for Holders of Alcoholic Beverage Permits and Licenses.

- Annual Fee is equal to one-half of annual state permit fee.

K. Fireworks. No person, firm or corporation shall discharge or use fireworks within the city of limits, except as a public exhibition with a permit issued by the City Commission. And a temporary license is issued by the City Fire Chief.

- Fee established by the City Commission:

L. Fire/EMS/Ambulance Fees.

(Per current rate schedules)

M. Police Fees.

(Per current rate schedules)

N. Towing Fees (Third Party).

- Maximum amount to be charged by towing company in town \$165.00

ORDINANCE NO. 2021-12XX-09-1XX

AN ORDINANCE OF THE CITY OF RANGER, TEXAS REGULATING THE PLACEMENT AND INSTALLATION OF HUD-CODE MANUFACTURED HOMES, MOBILE HOMES, AND MODULAR HOMES IN THE CITY; IDENTIFICATION OF AREAS ELIGIBLE FOR THE INSTALLATION OF HUD-CODE MANUFACTURED OR MODULAR HOMES; PROVIDING FOR MANUFACTURED HOME COMMUNITIES; DEFINITIONS, INSTALLATION REQUIREMENTS; PROVIDING FOR NON-COMFORMING USE; ABANDONMENT; OTHER REGULATIONS FOR MODULAR AND MANUFACTURED HOMES TO INCLUDE EXCEPTIONS; REPEAL PREVIOUS ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; PROVIDING SEVERABILITY CLAUSE; EFFECTIVE DATE AND OPEN MEETING CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Commission of the City of Ranger, Texas (the "City Commission") the City Commission has determined that it is in the best interest of the general public to prohibit the future installation of mobile homes, provide regulations for the installation of modular homes and HUD-code manufactured homes in approved city lots or tracks of land, and manufactured home rental communities, as determined appropriate by the City Commission; and

WHEREAS, the Texas Occupations Code Section 1201.008(b) and the Texas Manufactured Housing Standards Act Section 4b authorizes municipalities to permit HUD-code manufactured homes for use as a residential dwelling in areas determined appropriate by the City; and

WHEREAS, the City Commission determines that this ordinance is important to the public health, safety, and general welfare of the City of Ranger; and

WHEREAS, provisions should be made for the review and approval for variances requested, installation instructions, and procedures related to non-conforming use, and abandonment as related to mobile homes and HUD-Code manufactured homes; and

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

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

SECTION 1. GENERAL

The City of Ranger does permit the installation of a HUD-code manufactured homes that are no greater than ten years of age at installation for use as a dwelling within the city limits of Ranger except for those areas that have been prohibited within the context of this ordinance. Modular homes are allowed within the City of Ranger.

SECTION 2. DEFINITIONS

"Code" refers to the Texas Manufactured Housing Standards Code.

"HUD-code manufactured home" also referred to as "manufactured home" means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development; built on a permanent chassis; designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities; transportable in one or more sections; and in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet. The term includes the plumbing, heating, air conditioning, and electrical systems of the home; and does not include a recreational vehicle as defined by 24 C.F.R. Section 3282.8(g). The terms "single-wide" and "double-wide" are often used to describe the type of structure which is defined as: (i) A "single-wide home" square footage ranges from six hundred square feet up to 1,330 square feet. The width of a single-wide is eighteen feet or less and the length is ninety feet or less. Single-wide homes are shipped as one unit on one semi-trailer; (ii) A "double-wide home" square footage ranges from 1,067 square feet and up to 2,300 square feet. Double-wide homes have a width of twenty feet or more and their length is ninety feet or less. Double-wide homes are shipped as two separate units that are later joined together seamlessly to make a completed doublewide home.

"Label" means a device, decal or insignia issued to indicate compliance with the standards, rules, and regulations related to the types of dwellings, set forth as: (i) A "Red label" is affixed to each transportable section of each HUD-code manufactured home constructed after June 15, 1976, and serves as the manufacturer's certification that the home is built in accordance to the standards set by the United States Department of Housing and Urban Development; (ii) A "Blue label" is affixed to modular homes signifying that the home is built to model code standards that comply with the International Residential Code and issued by the Texas Department of Licensing and Regulation.

"Mobile home" means a structure constructed before June 15, 1976; built on a permanent chassis; designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities; transportable in one or more sections; and in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet; and includes the plumbing, heating, air conditioning, and electrical systems of the home.

"Modular homes" also referred to as "industrialized homes" are structures designed for the occupancy of one or more families, that is constructed in one or more modular components built at a location other than the permanent site; and designed to be used as a permanent residential structure when the components are transported to the permanent site and erected or installed on a permanent foundations system.

SECTION 3. RESTRICTED OR PROHIBITED AREAS

Areas within the City of Ranger that are prohibited or restricted from the location of mobile homes or HUD-code Manufactured homes includes:

- 1) Lots or tracts of land fronting West Main Street
- 2) Lots or tracts of land fronting Highway Loop 254

Mobile homes and HUD-Code manufactured homes are not permitted in the areas identified in this section, nor shall any private or public utilities be connected or extended, except in the circumstance that the HUD-code manufactured home or ~~M~~mobile home was legally in existence at such location as of the effective date of this section, in which case the ~~dwellinghome~~ shall be considered to be grandfathered and shall be permitted to be used at such ~~locationplae~~ and in such manner.

This exception does not extend to those ~~M~~mobile homes or HUD-code manufactured homes that are determined to fall under the definitions of abandonment or determined to be a threat to public health or welfare as outlined in Section 6 of this ordinance.

If a grandfathered HUD-code manufactured home or ~~M~~mobile home is abandoned or removed for any reason other than a one-time replacement as authorized in this ordinance (~~wherein a Mobile home may only be replaced with a HUD-code Manufactured home pursuant to Section 8(C) of this Ordinance~~), ~~neither another~~ HUD-code manufactured home ~~nor a Mobile home~~ is ~~not~~ authorized on sites that are not permitted in the areas identified in this section.

SECTION 4. HUD-CODE MANUFACTURED HOME ELIGIBLE AREAS

HUD-code manufactured homes may, upon the issuance of a permit for a specific lot, in appropriate circumstances, be located, placed, and installed in those areas of the City.

A. Area Regulations. The following shall be the minimum requirements for any lot, tract, or parcel of land to be eligible for any building permit for a HUD-code manufactured home.

1) Size of Yards.

- a. Front Yard. There shall be a front yard having a depth of not less than twenty-five (25) feet. Where lots have a double frontage, extending through from one street to another, the required front yard shall be provided on both streets.
- b. Side Yard. There shall be a side yard of not less than seven (7) feet in width on each side of the lot. A side yard adjacent to a side street shall not be less than fifteen (15) feet. No side yard for allowable nonresidential uses shall be less than twenty-five (25) feet.
- c. Rear Yard. There shall be a rear yard having a depth of not less than twenty-five (25) feet measured from the rear lot line.

2) Size of Lot.

- a. Lot Area. Lots served by the City wastewater collection system shall have a minimum of seven thousand (7,000) square feet; provided that, in such areas, the City Commission may by affirmative motion approve a [HUD-code](#) manufactured home subdivision in whole or in part in which not

more than twenty-five percent (25 %) of the lots have less than 7,000 square feet but not less than six thousand (6,000) square feet. All lots not served by the City wastewater collection system shall have a minimum area of twelve thousand five hundred (12,500) square feet.

b. Lot Width. Lots with a minimum of seven thousand (7,000) square feet shall have a minimum width of fifty (50) feet at the applicable building line and for a distance of at least forty (40) feet behind the applicable building line. Lots with a minimum area of six thousand (6,000) square feet (not to exceed twenty five percent [25 %] of the lots in a subdivision whether the subdivision is submitted in sections or as a whole, as granted by the City Commission in a written variance) shall have a minimum width of fifty (50) feet at the applicable building line and for a distance of at least (40) feet behind the applicable building line. Lots with a minimum area of twelve thousand five hundred (12,500) square feet shall have a minimum width of eighty (80) feet at the applicable building line and the average width shall not be less than eighty (80) feet.

c. Lot Depth. The average depth of the lot shall not be less than one hundred twenty (120) feet, except a corner lot, having a minimum width of not less than ninety (90) feet may have an average depth of less than one hundred twenty (120) feet provided that the minimum depth is no less than ninety (90) feet.

C. Parking Regulations. Not less than three (3) off-street parking spaces shall be provided for each lot, tract, or parcel of land, for such land to be eligible for a building permit.

SECTION 5. PROVISIONS OF INSTALLATION

Regulations related to the installation of Mmobile homes, HUD-code manufactured homes and Mmodular homes within the City Limits of Ranger, Texas.

The construction/installation of Mmobile homes is not regulated by a state agency. Therefore, as of the date of this ordinance, the City of Ranger prohibits them completely.

Commented [A1]: Have you never outlawed mobile homes before? If so, you should keep that original date.

1) The prohibition of the installation of a Mmobile home for use as a dwelling in the City or Ranger is prospective and may not apply to a Mmobile home previously legally permitted by and used as a dwelling in the municipality. If a Mmobile home, due to the livability and/or condition of such dwelling, needs to be replaced, it must be replaced by a HUD-code manufactured home in the municipality, the municipality shall grant a permit for use of the HUD-code manufactured home as a dwelling in the municipality, so long as all HUD-code manufactured home requirements are met.

2) HUD-code manufactured homes are regulated by the Manufactured Housing Division of the Texas Department of Housing and Community Affairs. These manufactured homes are provided with a (red) label certifying the structure

meets the standards specified by the Texas Department of Housing and Community Affairs.

a. The installation of a HUD-code manufactured home may be approved on a single municipal lot or tract of land, or a manufactured housing community (or park). An application to install a new HUD-code manufactured home for use as a dwelling is considered to be granted unless the municipality in writing denies the application and states the reason for the denial not later than the 45th day after the date the application is received. However, this does not affect the validity of an otherwise valid deed restriction.

b. In the event that a HUD-code manufactured home occupies a lot in a municipality, the owner of the HUD-code manufactured home may remove the HUD-code manufactured home from its location and place another HUD-code manufactured home on the same property, provided that the replacement is a newer HUD-code manufactured home and is at least as large in living space as the prior HUD-code manufactured home. An owner's ability to replace the home as a result of a fire or natural disaster cannot be restricted. Other than in the case of a fire or natural disaster, an owner is restricted to a single replacement of the home.

c. The owner of a HUD-code manufactured home may, upon receipt of a permit, move the HUD-code manufactured home from its current location to another location within the city that meets the requirements outlined in this ordinance. This relocation does not authorize the owner to bring in a second HUD-code manufactured home to the original location under the single replacement option in the paragraph above.

3) Modular Homes (Industrialized homes) are regulated by the Texas Department of Licensing and Regulation. This agency provides a modular home with the blue decal signifying that the home has been built to the model code standards required. Modular homes are designated as real property. Modular homes may be located within the city limits of Ranger, Texas.

(4) Permit required. A person must apply for a permit from the city for the installation of a HUD-code manufactured home on a single municipal lot or tract of land. The applicant will be charged a nonrefundable fee, in accordance with the City of Ranger Fee Schedule, in order to submit an application for a permit. Applications shall be in writing, and signed by the applicant. All applications for permits shall contain the following:

1. Name and address of the applicant.
2. Location and legal description of lot for HUD-Code manufactured/mobile home placement.
3. To the application shall be attached a copy of a site plan showing the location and orientation of the HUD-code manufactured home, the required setbacks, and any other information specifically required herein. Site plan shall show the following:

Commented [A2]: Why automatically granted? While this is verging on "zoning" and "subdivision," I'm not sure this is proper. Also, should this portion of the paragraph be moved to the application section?

Commented [A3]: Since you are not allowing any new mobile homes in, I think this should be only for the HUD-code Manufactured Homes

Commented [A4]: This triggers a period of review that must be completed with 30 days – See, 212.009, Local Government Code:
Sec. 212.009. APPROVAL PROCEDURE: INITIAL APPROVAL.
(a) The municipal authority responsible for approving plats shall approve, approve with conditions, or disapprove a plan or plat within 30 days after the date the plan or plat is filed. A plan or plat is approved by the municipal authority unless it is disapproved within that period and in accordance with Section 212.0091.
(b) If an ordinance requires that a plan or plat be approved by the governing body of the municipality in addition to the planning commission, the governing body shall approve, approve with conditions, or disapprove the plan or plat within 30 days after the date the plan or plat is approved by the planning commission or is approved by the inaction of the commission. A plan or plat is approved by the governing body unless it is disapproved within that period and in accordance with Section 212.0091.

- a. The area and dimensions of the lot, with identification of location and boundaries;
- b. The location and specifications of water and sewer lines and riser pipes;
- c. The location and details of lighting, electrical, and gas systems;
- d. Other information the City reviewing officials may require.
- e. In no event shall a Site Plan be approved if:
 - i. more than one HUD-code manufactured home is located on the lot; or
 - ii. the HUD-code manufactured/Mmobile home is located on a lot upon which another residence occupied dwelling or which could be occupied for residency is located;
 - iii. or all the requirements set forth in Section 4 of this Ordinance are not met the sides lot lines are less than fifteen feet (15') and the front and rear lot lines are less than twentyfive feet (25') from the mobile/manufactured home.
4. Notwithstanding anything stated in this Ordinance to the contrary, no less than one (1) lot, minimum 60 feet wide and 140 feet deep, shall be used for a Site Plan for location of the manufactured home, but one (1) or more lots may be used for any Site Plan for location of a mobile/manufactured home.
5. No permit shall be issued until the owner/applicant is able to provide proof that tThe site intended for such HUD-code manufactured home is a shall be located on a well-drained lot properly graded to insure rapid drainage and freedom from stagnant pools of water.
6. The site shall be of adequate size to insure the main entry of the mobile/manufactured home will allow not less than three off-street parking spaces

Commented [A5]: ????? Not sure I track what the intent of this paragraph is.

Commented [A6]:

Commented [A7]: r

Commented [A8]: Redundant

SECTION 6. PARKING ON STREET OR OTHER PUBLIC PLACE

It shall be unlawful for any person to park any HUD-code manufactured home, mobile home or recreational vehicle on any public street, alley, highway, or other public place within the limits of the city for any of the following purposes:

- 1) Human occupancy at any time;
- 2) Storage for more than 24 hours; or
- 3) Any other purpose for more than 48 hours.

SECTION 7. UNOCCUPIED AND UNSAFE MOBILE HOME AND MANUFACTURED HOMES

A. The City of Ranger has the authority to regulate all structures within the City limits for threats to public health and safety unoccupied and unsafe manufactured homes. If thea

City decides that a Mobile home or HUD-Code manufactured home poses a threat to public health and welfare, the City is within its power to regulate such homes as a public nuisance for health, safety and/or welfare issues.

B. Mobile Homes. The disuse of a Mobile home for a period of one hundred eighty (180) days will constitute abandonment of the nonconforming use and the unit must be removed within 30 days. For a Mobile home to be considered under the rules of abandonment, the dwelling must not have been connected to or have maintained active utility accounts for the dwelling during that period of time.

Abandonment includes the intent to abandon; and the overt act or failure to act which carries the implication of abandonment.

CA. Manufactured Homes. The owner of real property on which a HUD-code manufactured home owned by another is located may declare the home abandoned as provided by this section if:

- 1) the home has been continuously unoccupied for at least four (4) months; and
- 2) any indebtedness secured by the home or related to a lease agreement between the owner of the real property and the owner of the home is considered delinquent.

B. Before declaring a manufactured home abandoned, the owner of real property on which the home is located must send a notice of intent to declare the home abandoned to the record owner of the home, all lienholders at the addresses listed on the home's statement of ownership on file with the department, the tax collector for each taxing unit that imposes ad valorem taxes on the real property where the home is located, and any intervening owners of liens or equitable interests. The notice must include the address where the home is currently located. If the person giving such notice knows that a person to whom the notice is given no longer resides and is no longer receiving mail at a known address, a reasonable effort shall be made to locate the person and give the person notice at an address where the person is receiving mail. Mailing of the notice by both regular and certified mail, return receipt requested, postage prepaid, to the persons required to be notified by this subsection constitutes conclusive proof of compliance with this subsection.

C. On receipt of a notice of intent to declare a HUD-code manufactured home abandoned, the record owner of the home, a lienholder, a tax assessor-collector for a taxing unit that imposes ad valorem taxes on the real property on which the home is located, or an intervening owner of a lien or equitable interest may ~~contact~~ the owner of the real property on which the home is located to remove the home and provide proof of such rights of access and/or interest to the HUD-code manufactured home. Thereafter, the real property owner must disclose to the record owner, lienholder, tax assessor-collector, or intervening owner seeking to remove the home the location of the home and grant the person reasonable access to the home. A person removing a home is responsible to the real property owner for any damage to the real property resulting from the removal of the home.

D. If the HUD-code manufactured home remains on the real property for at least forty-five (45) days after the date the notice is postmarked:

- 1) all liens on the home are extinguished; and
- 2) the real property owner may declare the home abandoned and may apply to the department for a statement of ownership listing the real property owner as the owner of the manufactured home.
- 3) When applying for a statement of ownership under this section, the real property owner shall include with the application an affidavit stating that:
 - (A) the person owns the real property where the manufactured home is located; and
 - (B) the name of the person to whom title to the home will be transferred under this section is the same name that is listed in the real property or tax records indicating the current ownership of the real property.

E. A new statement of ownership issued by the department under this section transfers, free of any liens, if there is evidence of United States Postal Service return receipt from all lienholders, title to the manufactured home to the real property owner.

F. This section does not apply if the person who owns the real property on which the manufactured home is located and who is declaring that the home is abandoned, or any person who is related to or affiliated with that person, has now, or has ever owned, an interest in the manufactured home.

G. Notwithstanding Subsection (f), an owner of real property on which a manufactured home has been abandoned may apply for a new statement of ownership with respect to a home that was previously declared abandoned and then resold and abandoned again.

SECTION 8. VARIANCES OR EXCEPTIONS.

A. Application. An application for a variance to this ordinance shall be submitted to the [City Secretary](#) for consideration by the City Commission after a public hearing and with proper notice to all appropriate parties as identified within this ordinance. The [City Manager](#) or [City Secretary](#) will provide the applicant with a checklist that outlines requirements and timelines associated with granting variances or exceptions. The application shall include:

- 1) The name and address of the applicant.
- 2) Size, model, year of manufacture, original cost, and photograph of the HUD-code manufactured home and label.
- 3) Legal description of the property upon which it is proposed to place the HUD-code manufactured home and name and address of the property owner. The person who intends to occupy such HUD-code manufactured home must submit a copy of a duly recorded deed or lease in a form acceptable to the [City Manager](#) or [City Secretary](#) showing that the intended occupant owns or is leasing the lot upon which the HUD-code manufactured home is to be located. No other structure designed or to be used for human occupancy shall be located on such lot, tract, or ownership parcel and the lot shall meet all applicable codes and ordinances for the intended use.

4) Drawing or site plan showing size of lot, location of lot, boundaries, existing drainage ways and natural features, location of driveways and off-street parking, and how the HUD-code manufactured home is to be placed on the lot in order to conform to the city ordinance.

5) Form signed by the applicant stating that he or she understands the requirements any property restrictions for the area in which the HUD-code manufactured home will be placed.

6) Form signed by the applicant stating the HUD-code manufactured home will ~~have tie-downs and will be skirted with fire-resistant skirting and shall be maintained intact to prevent accumulations of flammable materials beneath the manufactured home.~~ comply with all the provisions set out in Section 9 of this Ordinance.

(7) A manufactured home inspection report must be completed by the Code Enforcement Officer or other person designated by the mayor for reference by the City Commission.

Commented [A9]: Should this be City manager?

B. Hearing required.

1) A variance to the provisions of this section shall only be granted pursuant to a public hearing before the City Commission. The public hearing shall be published in the official, local newspaper not more than 45 days prior or less than ten days prior to the hearing date.

2) The property owner must submit adequate proof to the City Manager that the aforementioned and other ordinance requirements have been met before a hearing will be scheduled.

3) A written notice of the application shall be sent by the US Postal Service to the property owners and/or occupants within five hundred feet of any portion of the property on which the variance is sought at least fifteen days prior to the hearing.

4) The public hearing and property owner notification calendar utilized by the city shall be based on the statutory provisions of the laws of the state.

5) All advertising and notification costs shall be borne by the applicant for the variance.

C. Granting.

1) Mobile Home. If a mobile home is being replaced by a HUD-code manufactured home, the variance is required to be granted.

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2) HUD-code manufactured home. After the public hearing, the City Commission shall deny, approve, or approve with conditions. In exercising its power to grant a variance in accordance with this section, the City Commission shall make findings and show in its minutes that:

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(A.1) There are special circumstances existing on the property on which the application is made related to size, shape, area, topography, surrounding conditions and location that do not apply generally to other

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property in the same area and that justify the use of the property for HUD-code manufactured home purposes.

(B.2) A variance is necessary to permit the applicant the same rights in the use of this property that are presently enjoyed, under this section, by other properties in the vicinity, but which rights are denied to the property on which the application is made.

(C.3) The granting of the variance on the specific property will not adversely affect the land use pattern as outlined by a comprehensive plan or any area plan and will not adversely affect any other feature of a comprehensive plan or any area plan of the city. While variance may be granted by the City Commission final approval upon proof that the dwelling will have adequate utilities, access roads, drainage, completed inspections for electrical, water, sewage, and/or gas lines as outlined in this ordinance.

(D.4) The HUD-code manufactured home should be determined as compatible with the single-family dwellings located within five hundred feet of the lot.

(E.5) The variance, if granted, will be of no material detriment to the public welfare or injury to the use, enjoyment, or value of property in the vicinity. This means that the HUD-code manufactured home has a value equal to or greater than the median taxable value for each single-family dwelling located within five hundred feet of the lot, as determined by the most recent ad valorem tax appraisal roll.

(F.6) The City Commission must find that it is in the public interest to grant such a variance and that it does not violate the intent of this section or its amendments.

(G.7) A variance will not be approved for the purpose of the installation of HUD-code manufactured homes that are greater than ten years of age at installation for use as a dwelling that does not meet the parameters of a single replacement for an existing HUD-code [manufactured](#) home within the city.

SECTION 9. HUD-CODE MANUFACTURED HOME REQUIREMENTS

Applicability. All HUD-code manufactured homes must comply with the standards in this section or as required by State regulations which includes those identified by the Manufactured Housing Division (MHD) of the Texas Department of Housing and Community Affairs administers the Texas Manufactured Housing Standards Act. Final approval for the installation or location of a HUD-Code Manufacture Home is not complete until the requirements of this Section have been met.

A. Tie-Downs. For units built on or after September 1, 1997, the unit installation must follow the State guidance that outlines directions on manufactured homes and for the Wind Zone in which it is to be installed and must follow all applicable installation instructions for that Wind Zone.

1) Material Specifications:

(A) Strapping shall be Type 1, Finish B, Grade 1 steel strapping, 1.25 inches wide and 0.035 inches in thickness, certified by a licensed professional engineer or architect as conforming with the American Society for Testing and Materials (ASTM) Standard Specification D3953 91, Standard Specification for Strapping, Flat Steel, and Seals. Strapping shall be marked at least every five feet, or as applicable, described by the certifying engineer or architect.

(B) Tie materials shall be capable of resisting an allowable working load of 3,150 pounds with no more than 2% elongation and shall withstand a 50% overload (4,725 pounds total). Ties shall have a resistance to weather deterioration at least equivalent to that provided by coating of zinc on steel of not less than 0.30 ounces per square foot on each side of the surface coated (0.0005 inches thick), as determined by ASTM Standards Methods of Test for Weight of Coating on Zinc-coated (galvanized) Iron or Steel Articles (ASTM A 90-81). Slit or cut edges of zinc-coated steel strapping are not required to be zinc coated. Ties shall be designed and installed to prevent self-disconnection when the ties are slack.

B. Drainage. Drainage prevents water build-up under the home. Water build-up may cause shifting or settling of the foundation, dampness in the home, damage to siding and bottom board, buckling of walls and floors, delamination of floor decking and problems with the operation of windows and doors. The owner is responsible for proper site drainage where a used manufactured home is to be installed unless the home is installed in a rental community. The Installer is responsible for proper site drainage where a new [HUD-code](#) manufactured home is to be installed.

C. Standards for Moisture and Ground Vapor Controls. If a used manufactured home is installed according to the state's generic standards and the space under the home is to be enclosed with skirting and/or other materials provided by the retailer and/or installer, the enclosure must meet the following requirements:

- 1) At least one access opening that does not require the use of tools to gain access shall not be less than 18 inches in any dimension and not less than three square feet in area shall be provided by the installer. The access opening shall be located so as to enable, to the extent reasonably possible, the visual inspection of water supply and sewer drain connections.
- 2) If a clothes dryer exhaust duct, air conditioning condensation drain, or combustion air inlet is present, the installer must pass it through the skirting to the outside. All air conditioning condensation lines must be installed in such manner that prevents ponding within five feet of the foundation.
- 3) Crawl space ventilation must be provided at the rate of minimum one square foot of net free area, for each one hundred fifty square feet of floor area.
- 4) At least six openings shall be provided, one at each end of the home and two on each side of the home. There must be a ventilation within three feet of each corner. The openings shall be screened or otherwise covered to prevent

entrance of rodents (note: screening will reduce net free area). For example, a 16'x76' single section home has 1216 square feet of floor area. This 1216 square feet divided by 150 equals 8.1 square feet or 1166 square inches of net free area crawl space ventilation.

All manufactured homes shall be totally skirted with masonry, pressure-treated wood, or other nondegradable, fire resistant material which is compatible with the design and exterior material of the primary structure. Skirting shall include the necessary vents, screens and/or openings, shall be installed within thirty days after the placement of the manufactured home, and shall be maintained in good repair.

The generic ground vapor control measure shall consist of a ground vapor retarder that is minimum six mil polyethylene sheeting or its equivalent, installed so that the area under the home is covered with sheeting and overlapped twelve inches at all joints. Any tear larger than eighteen inches long or wide must be taped using a material appropriate for the sheeting used. The laps should be weighted down to prevent movement. Any small tears and/or voids around construction (footings, anchor heads, etc.) are acceptable.

D. Standards for Footers and Piers. Proper sizing of footings depends on the load carrying capacity of both the piers and the soil. To determine the load bearing capacity of the soil, the installer may use any of the following methods: Using a pocket penetrometer or Soil surveys from the U.S. Department of Agriculture. The footing must be placed on firm, undisturbed soil, or fill compacted to at least 90% of its maximum relative density is required and must be verified every 6"– 8" vertically on the build-up. Installation on loose, noncompacted fill may result in settlement/movement of the home. Guidance on standards for footing types and requirements based on soil type are available in State guidance.

E. Electrical testing.

1) At the time of installation, the following tests must be performed on all new manufactured homes:

(A) All site installed or shipped loose fixtures shall be subjected to a polarity test to determine that the connections have been properly made;

(B) All grounding and bonding conductors installed or connected during the home installation shall be tested for continuity; and

(C) All electrical lights, equipment, ground fault circuit interrupters and appliances shall be subjected to an operational test to demonstrate that all equipment is connected and functioning properly.

2) When installing a manufactured home, the completion of a continuity test, a polarity test, and an operational test is required. This This applies to both new and used homes.

3) The electrical testing does not have to be completed by a licensed electrician but must be completed once the electricity is activated or by using a generator. The home cannot be occupied until all installation requirements have been met and the installation is complete.

F. Fuel Gas Piping Systems:

- 1) Crossover Connections: All underfloor fuel gas pipe crossover connections shall be accessible and be made with the connectors supplied by the home manufacturer, or, if not available, with flexible connectors listed for exterior use and a listed quick disconnect, or a shut-off valve. When a shut-off valve is used, it must be installed on the supply side of the gas piping system. The crossover connector must have a capacity rating (BTUH) of at least the total BTUH's of all appliances it serves.
- 2) Testing: The fuel gas piping system shall be subjected to an air pressure test of no less than 6 ounces and no more than eight ounces. While the gas piping system is pressurized with air, the appliance and crossover connections shall be tested for leakage with soapy water or bubble solution. This test is required of the person connecting the gas supply to the home but may also be performed by the gas utility or supply company.
- 3) The gas system must be inspected and tested for leaks after completion at the site.

SECTION 10. MANUFACTURED HOUSING COMMUNITIES.

A. Permit required. If a person wants to improve or subdivide a lot for the purpose of creating a manufactured housing community, the person must apply for a permit from the city.

B. Application for permit. Applications for a manufactured housing community permit can be obtained from and shall be filed with the city secretary. The applicant will be charged a nonrefundable fee, in accordance with the City of Ranger Fee Schedule, in order to submit an application for a permit. Applications shall be in writing, and signed by the applicant, and shall be accompanied by the following:

- 1) The name and address of the applicant.
- 2) The location and legal description of the manufactured housing community.
- 3) The required fee.
- 4) A manufactured housing community plan as required by this section.
- 5) Plans and specifications of all buildings and other improvements to be constructed within the manufactured housing community in accordance with all existing applicable state laws and city ordinances.
- 6) Such further information as may be requested by the city to determine if the manufactured housing community will comply with the legal requirements.

C. Design standards and/or community plan. The manufactured housing community shall be constructed in accordance with a community plan that conforms to the following requirements:

- 1) The community shall be located on a well-drained site, properly graded to ensure rapid drainage and freedom from stagnant pools of water. The City of

Ranger has the option to establish zoning guidelines for the manufactured housing community.

2) Spaces for HUD-code manufactured homes shall be provided consisting of a minimum of 1,000 square feet for each space, which shall be at least twenty-five feet wide and clearly defined. HUD-code manufactured homes shall be placed on each space so that there shall be at least twenty feet clearance between homes; provided, however, that in respect to HUD-code manufactured homes parked end to end, clearance between homes may be less than 20 feet but shall not be less than 15 feet from any building within the community or from any property line bounding the community.

3) The community plan must be submitted to the city prior to the installation of any HUD-code manufactured homes and shall comply with the city's subdivision ordinance, where applicable. The community plan shall provide a legal description and map clearly setting out the following information:

- a. Identification of areas to be used for all residents of the community;
- b. Identification of driveways at entrances, exits, roadways, and walkways;
- c. Location of sites for HUD-code manufactured homes;
- c. Location and number of proposed sanitary conveniences, including proposed toilets, washrooms, laundries, laundry drying space and utility rooms;
- d. Method and plan of sewage disposal;
- e. Method and plan of garbage removal;
- f. Plan of water supply;
- g. Plan of electric lighting, and electric service to HUD-code manufactured home sites;
- h. Plan of parking requirements; and
- i. Such further information as may be requested by the city.

4) Every manufactured housing community shall have city water connections furnishing an ample and adequate supply of water, shall have connection to electricity, and shall either be connected with the sanitary sewer or to a septic system in accordance with the community plan required above.

D. Issuance of permit. If the applicant and the application are in compliance with all provisions of this section and all other applicable ordinances or statutes, the city secretary shall issue the permit after the application has been approved by the city manager and/or the City Commission, as applicable. The permit can be made contingent upon completion of the community according to the plans and specifications submitted with the application.

E. Revocation of Permit. The city may revoke a permit to construct a manufactured housing community, and may issue a stop work order, for any violation of this section. After such revocation and order, the permit may be reissued if the city manager

determines that the circumstances leading to the revocation have been remedied and the community is being constructed in full compliance with the law and the provisions of this section.

F. Applicability. This only applies to the development or creation of new manufactured home communities.

SECTION 11. PENALTY

Any person who violates or causes, allows, or permits another to violate any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00), or, in the case of a violation of a provision of this ordinance that governs fire safety or public health and sanitation a fine of not more than Two Thousand Dollars (\$2,000.00). Each occurrence of any such violation of this ordinance shall constitute a separate offense. Each day on which any such violation of this ordinance occurs shall constitute a separate offense.

SECTION 12. REPEAL

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

SECTION 13. SEVERABILITY

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

SECTION 14. PROPER NOTICE AND OPEN MEETINGS ACT

It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required and that public notice, place, and purpose of said meeting was given as required by the open meetings act, chapter 551, Texas Government Code.

SECTION 15. EFFECTIVE DATE

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

FIRST-READING PASSED AN APPROVED, this ____ day of ____, 2021.

SECOND READING PASSED AN ADOPTED, this _____ day of _____, 2021, **ATTEST:**
THE CITY OF RANGER, TEXAS

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Savannah Fortenberry, City Secretary John Casey, Mayor

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ORDINANCE NO. 2021-XX-XX

AN ORDINANCE OF THE CITY OF RANGER, TEXAS REGULATING RECREATIONAL VEHICLES; REPEAL PREVIOUS ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; PROVIDING SEVERABILITY CLAUSE; EFFECTIVE DATE AND OPEN MEETING CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Commission of the City of Ranger, Texas (the "City Commission") the City Commission has determined that it is in the best interest of the general public to provide regulations for Recreational Vehicles, as determined appropriate by the City Commission; and

WHEREAS, the City Commission determines that this ordinance is important to the public health, safety, and general welfare of the City of Ranger; and

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

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

SECTION 1. GENERAL

The City of Ranger does permit recreational vehicles within the city limits of Ranger. The City of Ranger does not permit recreational vehicles for use as a dwelling within the city limits of Ranger.

SECTION 2. DEFINITIONS

"Code" refers to the Texas Manufactured Housing Standards Code.

"HUD-code manufactured home" also referred to as "manufactured home" means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development; built on a permanent chassis; designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities; transportable in one or more sections; and in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet. The term includes the plumbing, heating, air conditioning, and electrical systems of the home; and does not include a recreational vehicle as defined by 24 C.F.R. Section 3282.8(g). The terms "single-wide" and "double-wide" are often used to describe the type of structure which is defined as: (i) A "single-wide home" square footage ranges from six hundred square feet up to 1,330 square feet. The width of a single-wide is eighteen feet or less and the length is ninety feet or less. Single-wide homes are shipped as one unit on one semi-trailer; (ii) A "double-wide home" square footage ranges from 1,067 square feet and up to 2,300 square feet. Double-wide homes have a width of twenty feet or more and their

length is ninety feet or less. Double-wide homes are shipped as two separate units that are later joined together seamlessly to make a completed doublewide home.

“Label” means a device, decal or insignia issued to indicate compliance with the standards, rules, and regulations related to the types of dwellings, set forth as: (i) A “Red label” is affixed to each transportable section of each HUD-code manufactured home constructed after June 15, 1976, and serves as the manufacturer’s certification that the home is built in accordance to the standards set by the United States Department of Housing and Urban Development; (ii) A “Blue label” is affixed to modular homes signifying that the home is built to model code standards that comply with the International Residential Code and issued by the Texas Department of Licensing and Regulation.

“Mobile home” means a structure constructed before June 15, 1976; built on a permanent chassis; designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities; transportable in one or more sections; and in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet; and includes the plumbing, heating, air conditioning, and electrical systems of the home.

“Modular homes” also referred to as “industrialized homes” are structures designed for the occupancy of one or more families, that is constructed in one or more modular components built at a location other than the permanent site; and designed to be used as a permanent residential structure when the components are transported to the permanent site and erected or installed on a permanent foundations system.

SECTION 3. RESTRICTED OR PROHIBITED AREAS

Areas within the City of Ranger that are prohibited or restricted from the location of Recreational Vehicles includes:

- 1) Lots or tracts of land fronting West Main Street
- 2) Lots or tracts of land fronting Highway Loop 254

Recreational Vehicles are not permitted in the areas identified in this section, nor shall any private or public utilities be connected or extended, except in the circumstance that the Recreational Vehicle was legally in existence at such location as of the effective date of this section, in which case the Recreational Vehicle shall be considered to be grandfathered and shall be permitted to be used at such place and in such manner.

This exception does not extend to those Recreational Vehicle that are determined to fall under the definitions of abandonment or determined to be a threat to public health or welfare as outlined in Section 6 of this ordinance.

If a grandfathered Recreational Vehicle is abandoned or removed for any reason other than a one-time replacement as authorized in this ordinance, another Recreational Vehicle is not authorized on sites that are not permitted in the areas identified in this section.

SECTION 4. RECREATIONAL VEHICLE ELIGIBLE AREAS

1. Recreational vehicles, boats, and major recreational equipment shall only be stored:
 - 1.1. Inside an enclosed garage or other accessory building on any lot;
 - 1.2. In the side or rear yard of a residential lot, only when parked on a durably improved surface; or
 - 1.3. On commercial lot, only if located in a duly permitted recreational vehicle or boat sales or storage facility, or in a duly permitted recreational vehicle park, or
 - 1.4. On a driveway of a residential lot for no more than seventy- two (72) consecutive hours.
2. Except as otherwise provided for herein, no recreational vehicle, boat, or major recreational equipment shall be parked or stored within the front yard setback or in front of the front building plane of the primary residential building in any residential district.
3. No vehicle, trailer, boat, recreational vehicle, or major recreational equipment shall be used for living, sleeping, office space, or operation of a business when parked or stored on a lot in a residential district, or in any location not approved for such use, either permanently or temporarily.
4. It shall be unlawful for any person to park, or cause to be parked, any recreational vehicle, boat, or major recreational equipment on a public street within the corporate limits of the City for longer than seventy- two (72) consecutive hours.
5. The City Manager may temporarily suspend the requirements of this section during times of emergency.

SECTION 5. UTILITY CONNECTIONS

1. Permanent utility connections are not permitted to recreational vehicles.
2. Utility connections are permitted:
 - 2.1. When supplied by the primary residence; or
 - 2.2. As provided by a permitted recreational vehicle park;

SECTION 6. PARKING SURFACE AND LOCATION

Parking. No vehicle, trailer, boat, recreational vehicle, or major recreational equipment shall be parked or stored in any location not approved for such use, either permanently or temporarily, except that it shall be enclosed in a building or parked on a durably improved surface, including but not limited to: asphalt, concrete, paving stones, granite gravel, road base, caliche, railroad ballast, or other similar material, as determined by the City Manager or his or her designee. Such durably improved surface shall be large enough that the entire vehicle, trailer, boat, recreational vehicle, or major recreational equipment sits completely within the outer limits of the durably improved surface. Inoperable vehicles, trailers, boats, and recreational vehicles shall be parked or stored only in a completely enclosed building or garage.

SECTION 7. UNSAFE AND ABANDONEMENT OF RECREATIONAL VEHICLES

The City of Ranger has the authority to regulate unsafe recreational vehicles. If the city decides that a recreational vehicle poses a threat to public health and welfare, the city is within its power to regulate the recreational vehicle as a public nuisance.

The expired registration of a recreational vehicle for a period of one hundred eighty days will constitute abandonment of the nonconforming use and the unit must be removed within 30 days.

For a recreational vehicle to be considered under the rules of abandonment, the recreational vehicle must not have been connected to or have maintained active utility accounts for the recreational vehicle during that period of time.

Abandonment includes the intent to abandon; and the overt act or failure to act which carries the implication of abandonment.

SECTION 10. RECREATIONAL VEHICLE PARKS

A. Permit required. If a person wants to improve or subdivide a lot for the purpose of creating a recreational vehicle park, the person must apply for a permit from the city.

B. Application for permit. Applications for a recreational vehicle park permit can be obtained from and shall be filed with the city secretary. The applicant will be charged a nonrefundable fee, in accordance with the City of Ranger Fee Schedule, in order to submit an application for a permit. Applications shall be in writing, and signed by the applicant, and shall be accompanied by the following:

- 1) The name and address of the applicant.
- 2) The location and legal description of the recreational vehicle park.
- 3) The required fee.
- 4) A recreational vehicle park plan as required by this section.
- 5) Plans and specifications of all buildings and other improvements to be constructed within the recreational vehicle park in accordance with all existing applicable state laws and city ordinances.
- 6) Such further information as may be requested by the city to determine if the recreational vehicle park will comply with the legal requirements.

C. Design standards and/or community plan. The recreational vehicle park shall be constructed in accordance with a park plan that conforms to the following requirements:

- 1) The park shall be located on a well-drained site, properly graded to ensure rapid drainage and freedom from stagnant pools of water. The City of Ranger has the option to establish zoning guidelines for the recreational vehicle park.
- 2) Spaces for recreational vehicle shall be provided consisting of a minimum of 1,000 square feet for each space, which shall be at least twenty-five feet wide and clearly defined. Recreational vehicles shall be placed on each space so that there shall be at least twenty feet clearance between recreational vehicles;

provided, however, that in respect to recreational vehicles parked end to end, clearance between recreational vehicles may be less than 20 feet but shall not be less than 15 feet from any building within the park or from any property line bounding the park.

3) The park plan must be submitted to the city prior to the installation of any recreational vehicles and shall comply with the city's subdivision ordinance, where applicable. The park plan shall provide a legal description and map clearly setting out the following information:

- a. Identification of areas to be used for all inhabitants of the park;
- b. Identification of driveways at entrances, exits, roadways, and walkways;
- c. Location of sites for recreational vehicles;
- c. Location and number of proposed sanitary conveniences, including proposed toilets, washrooms, laundries, laundry drying space and utility rooms;
- d. Method and plan of sewage disposal;
- e. Method and plan of garbage removal;
- f. Plan of water supply;
- g. Plan of electric lighting, and electric service to recreational vehicle sites;
- h. Plan of parking requirements; and
- i. Such further information as may be requested by the city.

4) Every recreational vehicle park shall have city water connections furnishing an ample and adequate supply of water, shall have connection to electricity, and shall either be connected with the sanitary sewer or to a septic system in accordance with the park plan required above.

D. Issuance of permit. If the applicant and the application are in compliance with all provisions of this section and all other applicable ordinances or statutes, the city secretary shall issue the permit after the application has been approved by the city manager and/or the City Commission, as applicable. The permit can be made contingent upon completion of the park according to the plans and specifications submitted with the application.

E. Revocation of Permit. The city may revoke a permit to construct a recreational vehicle park, and may issue a stop work order, for any violation of this section. After such revocation and order, the permit may be reissued if the city manager determines that the circumstances leading to the revocation have been remedied and the community is being constructed in full compliance with the law and the provisions of this section.

F. Applicability. This only applies to the development or creation of new recreational vehicle parks.

SECTION 11. PENALTY

Any person who violates or causes, allows, or permits another to violate any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00), or, in the case of a violation of a provision of this ordinance that governs fire safety or public health and sanitation a fine of not more than Two Thousand Dollars (\$2,000.00). Each occurrence of any such violation of this ordinance shall constitute a separate offense. Each day on which any such violation of this ordinance occurs shall constitute a separate offense.

SECTION 12. REPEAL

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

SECTION 13. SEVERABILITY

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

SECTION 14. PROPER NOTICE AND OPEN MEETINGS ACT

It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required and that public notice, place, and purpose of said meeting was given as required by the open meetings act, chapter 551, Texas Government Code.

SECTION 15. EFFECTIVE DATE

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

FIRST READING PASSED AN APPROVED, this ____ day of ____, 2021.

SECOND READING PASSED AN ADOPTED, this ____ day of ____, 2021.

ORDINANCE NO. 2021-XX-XX

AN ORDINANCE OF THE CITY OF RANGER, TEXAS REGARDING THE PRESERVATION AND RESTORATION OF CERTAIN BRICK STREETS PRESENTLY EXISTING IN THE CITY LIMITS OF THE CITY OF RANGER, TEXAS.

WHEREAS, the City Commission of the City of Ranger, Texas (the "City Commission") the City Commission has determined that the preservation and restoration of certain brick streets within the city limits of the City of Ranger, Texas are historic landmarks in the city which are worthy of protection and conservation for future generations, and;

WHEREAS, the City Commission of the City of Ranger, Texas (the "City Commission") the City Commission has determined that immediate action to protect and preserve the brick streets is necessary to prevent the further deterioration of the historic brick streets, and;

WHEREAS, through the passage of this ordinance, City Commission has determined the terms of the following Ordinance are necessary to protect and preserve the historic brick streets.

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

SECTION 1. DESIGNATION OF BRICK STREET DISTRICT AND POLICY FOR PRESERVATION AND PROTECTION OF BRICK STREETS

1. It shall be the policy of the City of Ranger, Texas to preserve and protect and restore existing historic brick streets.
2. If previously unidentified, covered brick streets are identified in the future, the City of Ranger City Council will be notified and convened to discuss the possibility of restoring to the original brick.

SECTION 2. AVAILABLE BRICK

Brick streets shall be repaired and restored exclusively by City of Ranger employees, contractors, or personnel directly hired and/or under the direction and supervision of the City of Ranger. Should the City of Ranger not have historic bricks available, the restoration process shall replace bricks with substantially equivalent brick of the same color, size, and grade that meet the specifications described in the City of Ranger Engineering Standards Manual as approved from time to time by the Public Works Director and the City Council.

SECTION 3. POLICY AND PLAN FOR REPAIR OF DAMAGE TO EXISTING BRICK STREETS

1. Prior to the effective date of this ordinance, several brick streets located in the City of Ranger, Texas have been repaired by patching the brick streets with asphalt

- and other materials.
2. A capital improvement plan shall be presented each fiscal year identifying projects to improve brick streets and an annual report specific to improvements to brick streets shall be made to the city council at the end of each fiscal year. Further, it shall be the policy of the City of Ranger to address all pavement patches in brick streets as quickly and as efficiently as possible to maintain the brick streets with historic brick and not with asphalt or other street paving materials.

SECTION 4. REQUIRED NOTICE FOR DAMAGE AND REPAIRS TO BRICK STREETS

Prior to removing any bricks or asphalt patching of brick streets from any city street, the individual, business entity or public utility shall give advance written notice to the Public Works Director of the City of Ranger of the need for work on or under the street. Before commencing construction, the Public Works Director must authorize in writing the work to be performed on any bricks or asphalt patches and arrangements shall be made with the Public Works Director for paying the costs for repair or restoration with brick. It is understood that from time to time emergency repairs will be required on public utilities located under Brick Street District streets, in which case the City of Ranger will affect repairs to the brick streets efficiently and effectively in accordance with this ordinance. An emergency is defined as a situation presenting an imminent or actual hazard to personal or public health, safety, or property.

SECTION 5. PROHIBITED ACTIVITIES

After the effective date of this ordinance, it shall be the policy of the City of Ranger, Texas to prohibit the following activities regarding brick streets located in the Brick Street District of the city, to wit:

1. **COVERING OF BRICK STREETS:** No brick streets located in the City of Ranger, Texas shall have applied to it asphalt or any other materials which covers or partially covers the surface of any brick streets.
2. **REMOVING OR PERMANENTLY DAMAGING BRICK STREETS:** No individual or business entity may remove bricks from any brick street or conduct any activity which would permanently damage any brick street located in the City of Ranger except in accordance with the terms of this ordinance.

SECTION 6. REPAIR AND RESTORATION

DAMAGE TO EXISTING BRICK STREETS: The city, as well as all individuals, business entities, or public utility companies that shall remove or cause the removal of any existing brick streets or asphalt patches on brick streets located within the City, by this Ordinance, shall pay the costs of repairs and restoration of the brick street in accordance with the specifications as approved and adopted by the City Council of the City of Ranger, Texas

identified in the City of Ranger Engineering Standards Manual and approved in writing by the Public Works Director of the City of Ranger, Texas. The costs of the repair shall be the actual costs incurred by the city in making the repair or restoration as determined by the Public Works Director.

SECTION 7. ENFORCEMENT

1. **PUBLIC WORKS DIRECTOR:** The Public Works Director of the City of Ranger, Texas or his designee(s) shall have the duty and obligation to enforce the terms of this Ordinance by such reasonable means and methods as said Director may determine appropriate. Any decision by the Director may be appealed to the City Manager by an affected party within thirty (30) days after the Director's decision has been communicated to the affected party.
2. **PENALTY FOR NON-COMPLIANCE:** In addition to any other remedy available at law, including injunctive relief, any person, firm, or corporation violating any provision of this Ordinance shall be guilty of a misdemeanor. Upon conviction, the guilty party who has violated this Ordinance shall be punished by a fine not to exceed \$200.00 per day for each violation. Each day a violation continues after passage of sixty (60) days from the date of the filing of the initial written notice of violation by the city shall constitute a separate and distinct offense.

SECTION 8. REPEAL

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

SECTION 9. SEVERABILITY

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

SECTION 10. PROPER NOTICE AND OPEN MEETINGS ACT

It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required and that public notice, place, and purpose of said meeting was given as required by the open meetings act, chapter 551, Texas Government Code.

SECTION 11. EFFECTIVE DATE

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

FIRST READING PASSED AN APPROVED, this ____ day of ____, 2021.

SECOND READING PASSED AN ADOPTED, this ____ day of ____, 2021.

DRAFT



Plan Code: 17290

**AirMedCare Network Membership for Payroll Deduct Only
For City of Ranger, Texas**

Organization: City of Ranger, Texas
Physical Address: 400 W Main St
Ranger, TX 76470
Mailing Address:
Contact: Gerald Gunstanson
Phone: 254-647-3522
Email: citymanager@rangertx.gov
County: Eastland

Membership Sales Manager/Base: Rhonda Dean / Air Evac Lifeteam

Participants:

- The Organization is collecting by payroll deduction the fees shown below from the individuals (Participants) listed on the attached Participant List become members of AMCN Fly-U-Home, which provides non-emergent patient transports in qualifying situations (see terms and conditions section)
 - A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
 - Each Participant must submit a completed AMCN Fly-U-Home membership application to AirMedCare Network.
- The Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.

Fees and Payment:

No. of Participants in Initial Group	Rates		Total
	1 Year Membership Participant(s)	\$ 134.00	\$ -
	3 Year Membership Participant(s)	\$ 380.00	\$ -
	5 Year Membership Participant(s)	\$ 620.00	\$ -
	10 Year Membership Participant(s)	\$ 1,240.00	\$ -
		Total	\$ -

General Provisions:

- Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants.
- AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AMCN Fly-U-Home services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
- This Agreement, and all memberships hereunder, will expire without notice one year after the date it is signed by AirMedCare Network or after any renewal date (as applicable), unless it is renewed for an additional one year term on or before such will automatically renew on its anniversary expiration date, if (a) no termination notice has been sent by either party and (b) by payment for the renewal period being received by AirMedCare Network before the expiration date; provided, however, either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party. Termination will not affect issued memberships. No refunds.



AirMedCare Network* Fly-U-Home U.S. Domestic Membership – Terms and Conditions

1. **Air Medical Transport: Arrangements, Suitability and Additional Passengers.** If (1) an AirMedCare Network Fly-U-Home member is admitted to a hospital in the Contiguous 48 States that is more than 150 nautical miles (or approximately 172.6 statute miles) from the member's residence and (2) it is determined by the member's physician and AirMed's medical director that the member's medical condition is stable enough to allow air transport but that *medical escort is required*, then, at the member's request, AirMed will provide the member with private air medical transport or, if appropriate, commercial airline transport with medical escort. Transport will be provided on a bedside-to-bedside basis to a hospital of the member's choice that has accepted the member as a patient and is within the locality of the member's residence, subject to the membership terms and conditions. Decisions regarding urgency of transport, the best timing and the most suitable means of transport will be made by AirMed after consultation with the local attending physician and the member's receiving physician. AirMed will make all arrangements for each air medical transport. AirMed will not reimburse members for medical, medical transport or related expenses they incur on their own. AirMedCare Network Fly-U-Home membership does not cover emergent patient transports.

Travel companions and baggage will be accommodated at no additional cost on AirMed transports, subject to safety and space constraints, but companions will be responsible for their own airfare on scheduled commercial aircraft.

2. **Transport of Mortal Remains.** If a member dies within the Contiguous 48 States while traveling more than 150 nautical miles (or approximately 172.6 statute miles) from the member's residence, at the request of the member's family, AirMed will arrange for the return of the member's mortal remains to a funeral facility in the city of the member's residence within the Contiguous 48 States.
3. **Member Eligibility.** A member must be a natural person who resides in the Contiguous 48 States, meaning the United States of America, excluding the states of Alaska and Hawaii, and excluding all territories and possessions. A member's residence must be listed on the member's enrollment application. Requests for changes to a member's residence must be submitted in writing to AirMed. The benefits of the membership extend to the designated primary member and all persons who dwell in a shared living space with the primary member and who are named in the enrollment application. Membership commences after a completed enrollment application and full payment has been received.
4. **Qualifications, Limitations and Exclusions.** Membership is subject to the following qualifications, limitations and exclusions:

Ineligible and Excluded Transports. For the first 30 days of membership, a member will not be eligible for a transport due to illness or injury if the member was hospitalized for that same or a related condition within 30 days prior to the membership effective date. A member being evaluated for an organ transplant list prior to enrollment will not be entitled to a transport for conditions related to that transplant.



- (a) Maximum Number of Transports. Membership covers up to two separate transports per year per membership (in total for all members covered under one membership); however, if multiple members who are covered under one membership require simultaneous transport, then each such member will be limited to that one transport.

- (b) Locations Inaccessible by Fixed Wing Aircraft. Both the originating and receiving hospital must be reasonably accessible by ground ambulance to transport the member to and from an airfield capable of accommodating an AirMed or one of its authorized affiliates aircraft. The cost associated with transportation from isolated areas or islands to an airport accessible to AirMed aircraft is not included in the membership and will be the responsibility of the member. Membership benefits do not include helicopter transportation.

- (c) High Risk / Safety Medical Restrictions. In conjunction with FAA, U.S. State Department and other regulatory standards, and AirMed safety standards, a member will not be entitled to air medical transport if the member's illness or injury is a result of or is contributed to by the following:
 - (i) suicide or attempted suicide or intentional self-injury; (ii) a member's own criminal or felonious act; (iii) actions taken while the member is in a state of insanity; (iv) war, invasion, civil war or terrorism; or (v) contagious airborne pathogens. A member suffering from a psychiatric or mental disorder that is not manageable and will not allow safe transport within the confines of the ground ambulance and aircraft may not be transported. A member beyond the second trimester of pregnancy may not be transported if the transport request relates to the pregnancy.

- (d) Non-Refundable, Non-Transferable. Memberships are non-refundable and non-transferable.

* AirMedCare Network® is a registered service mark of Air Medical Group Holdings, Inc. All AMCN Fly-U-HomeSM membership benefits and services are offered and provided by AirMed International LLC, an FAA Part 135 operator, and EagleMed LLC, an FAA Part 135 operator, both subsidiaries of Air Medical Group Holdings, Inc.



Agreed to by:

Signature

Printed Name

Title

Organization Name

Date

Signature

Keith Hovey

Printed Name

Vice President

Title

Membership

Division

Date



REGULAR MEETING MINUTES

A Regular Meeting of the Governing Body of the City of Ranger, Texas, was held on **Monday, November 22, 2021 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects were discussed, to wit:

COUNCIL MEMBERS AND CITY STAFF PRESENT:

Honorable John Casey	Mayor
Commissioner Larry Monroe	Place 1
Commissioner Robert Butler	Place 2
Commissioner Kevan Moize	Place 3
Commissioner Bittni Boykin	Place 4- Absent
City Manager Gerald Gunstanson	Absent
City Secretary Savannah Fortenberry	
Public Works Director Robert Alvarez	
Honorable Tammy S. Archer	

Agenda Item 01: Call to Order- Mayor John Casey

Roll Call/Quorum Check- Savannah Fortenberry
Invocation of Prayer- City Manager Gerald Gunstanson
Pledge of Allegiance to United States Flag- Mayor John Casey
Pledge of Allegiance to Texas Flag- Mayor John Casey

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

Agenda Item 03: Announcements from City Council or Staff- 1. Commissioner Butler reminded everyone that City Hall will be closed Wednesday through Friday in observance of Thanksgiving. 2. Commissioner Moize reminded everyone the Christmas Parade would be Friday, December 3.

Agenda Item 04: Discuss/Consider: approval of the city council meeting minutes for the regular meeting on November 8, 2021. - Savannah Fortenberry, City Secretary

*Motion made by Commissioner Moize to approve the city council meeting minutes for the regular meeting on November 8, 2021 and 2nd by Commissioner Monroe. **All Ayes and Motion Passed.**

Agenda Item 05: Discuss/Consider: Resolution No. 2021-11-22-Q: 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 3, 2021. –John Casey, Mayor

*Motion made by Commissioner Butler to approve Resolution No. 2021-11-22-Q and 2nd by Commissioner Moize. **All Ayes and Motion Passed.**

Agenda Item 06: Discuss/Consider: Resolution No. 2021-11-22-R: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANGER, AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE WEST CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING GERALD GUNSTANSON, CITY MANAGER TO ACT ON BEHALF OF CITY OF RANGER IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED CITY OF RANGER WILL COMPLY WITH THE GRANT

*Motion made by Commissioner Butler to approve Resolution No. 2021-11-22-R allowing the council to decide how the funds are expensed and 2nd by Commissioner Monroe. **All Ayes and Motion Passed.**

Agenda Item 07: Discuss: the improvements being done with streets and the equipment involved. – John Casey, Mayor

*Discussion was held regarding the improvements being done on Cemetery Hill. Mayor Casey explained if we like the rental machine the rental will go towards the final purchase. Commissioner Butler explained after the lease was up to come back to council for final purchase. **No Action Taken**

Agenda Item 08: Discuss/Consider: the mobile home at 100 S. Oak Street that was not granted a special use permit. –John Casey, Mayor

*Discussion was held regarding the mobile home at 100 S. Oak Street that was not granted a special use permit. Mayor Casey stated no utility connections will be permitted as the special use permit was denied. **No Action Taken**

Agenda Item 09: Discuss/Consider: Consent Items; the Approval of Monthly Department Reports:

- **Finance Report-** Director Savannah Fortenberry

*Motion made by Commissioner Butler for the approval of the Finance Report as presented and Commissioner Moize 2nd the motion. Ending October 29, the City of Ranger had a combined total of \$704, 419.23 between the Utility Fund and General Fund account. **All Ayes and Motion Passed.**

Agenda Item 10: Discuss/Consider: Convene in Executive Session at 6:10pm Pursuant to Texas Government Code § Section 551.072. **Deliberations about Real Property:** A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- Parcel 55698
- Parcel 55701

Agenda Item 11: Discuss/Consider: Reconvene into Open Session at **6:36pm** and take action from Executive Session – John Casey, Mayor

*Motion made by Commissioner Butler to authorize Mayor Casey and Commissioner Moize to pursue information on the listed properties and Commissioner Monroe 2nd the motion. **All Ayes and Motion Passed.**

Agenda Item 12: Discuss/Consider: Adjournment- 6:37pm

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

These minutes were approved on the 13th day of December, 2021

CITY OF RANGER, TEXAS

John Casey, Mayor

ATTEST:

Savannah Fortenberry, City Secretary

RESOLUTION NO. 2021-12-13-S

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY RESILIENCY PROGRAM (CRP) APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV); AND AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY RESILIENCY PROGRAM.

WHEREAS, the City Council of the City of RANGER desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and)

WHEREAS, it is necessary and in the best interest of the City of RANGER to apply for funding under the Texas Community Resiliency Program;

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

1. That a Texas Community Resiliency Program grant application is hereby authorized to be filed on behalf of the City with the Texas Department of Housing and Community Affairs.
2. That the City's application be placed in competition for funding under the Texas Community Resiliency Program.
3. That the application be for up to \$500,000.00 of grant funds to carry address the social and economic impacts of coronavirus and to improve access to social services and healthcare.
4. That the City Council directs and designates the following to act in all matters in connection with this application and the City's participation in the Texas Community Resiliency Program:
 - The Mayor and/or City Administrator shall serve as the City's Chief Executive Officer and Authorized Representative to execute this application and any subsequent contractual documents;
 - The Mayor, Mayor Pro-Tem, and City Administrator are authorized to execute environmental review documents between the Texas Department of Housing and Community Affairs and the City; and
 - If this application is funded, the Mayor, Mayor Pro-Tem, City Administrator, and City Council Member(s) are authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

Passed and approved this 13th day of December, 2021.

John Casey, Mayor

Savannah Fortenberry, City Secretary

City of Ranger Profit & Loss Budget Performance November 2021

	Nov 21	Oct - Nov 21	YTD Budget	% of Budget	Annual Budget
Ordinary Income/Expense					
Income					
41500- Birth Certificates	242.00	242.00	300.00	80.67%	300.00
41500- Permits & Licenses Fees	5.00	35.00	700.00	5.0%	700.00
41525- Records Preservation Fee	9.00	9.00	35.00	25.71%	35.00
41560-- Death Certificates	0.00	0.00	150.00	0.0%	150.00
41650- Community Room Rental	75.00	175.00	300.00	58.33%	300.00
41750- Federal Fuel Tax Refund	266.29	266.29	4,000.00	6.66%	4,000.00
42100- Airport Electricity Reim	0.00	0.00	1,500.00	0.0%	1,500.00
42200- Cell Tower Lease	1,250.00	2,500.00	15,000.00	16.67%	15,000.00
43000- Franchise Fees	3,384.49	3,388.00	110,000.00	3.08%	110,000.00
43400- AD-VALOREM TAX					
41850- PILOT Funds	0.00	0.00	18,000.00	0.0%	18,000.00
43400- AD-VALOREM TAX - Other	175,626.15	191,303.20	420,000.00	45.55%	420,000.00
Total 43400- AD-VALOREM TAX	175,626.15	191,303.20	438,000.00	43.68%	438,000.00
44100- Interest	9.79	14.88	200.00	7.44%	200.00
45010- Grant Funds - Income	0.00	0.00	205,891.75	0.0%	205,891.75
48005- Sale of Assets	0.00	0.00	7,500.00	0.0%	7,500.00
48020- Misc Income	4,566.71	4,566.71	1,000.00	456.67%	1,000.00
51010- Office Supplies - Income	15.00	36.00	250.00	14.4%	250.00
57500- Transfer from Utility	0.00	0.00	436,000.00	0.0%	436,000.00
CEMETERY					
41580- Cemetary Lots Sale	70.00	70.00	3,000.00	2.33%	3,000.00
41600- Cemetary Lot Location	0.00	0.00	500.00	0.0%	500.00
Total CEMETERY	70.00	70.00	3,500.00	2.0%	3,500.00
Court Collections - General	4,630.90	9,754.40			
EMS Income					
41700- EMS County Subsidy	0.00	0.00	23,000.00	0.0%	23,000.00
41725- EMS Fees	13,083.36	34,179.87	150,000.00	22.79%	150,000.00
Total EMS Income	13,083.36	34,179.87	173,000.00	19.76%	173,000.00
Records Preservation Fee	2.00	2.00			
SALES TAX REVENUE					

City of Ranger Profit & Loss Budget Performance November 2021

	Nov 21	Oct - Nov 21	YTD Budget	% of Budget	Annual Budget
43200- Sales Tax					
Total SALES TAX REVENUE	50,343.09	82,607.99	415,000.00	19.91%	415,000.00
	50,343.09	82,607.99	415,000.00	19.91%	415,000.00
Total Income	253,578.78	329,150.34	1,812,326.75	18.16%	1,812,326.75
Gross Profit	253,578.78	329,150.34	1,812,326.75	18.16%	1,812,326.75
Expense					
50010- Payroll Expenses	116,809.09	183,810.76	717,201.65	25.63%	717,201.65
50215- Contract Labor	0.00	922.50	22,500.00	4.1%	22,500.00
50220- Health Insurance	5,462.16	10,985.90	97,777.80	11.24%	97,777.80
50230- Worker Compensation	0.00	0.00	31,223.12	0.0%	31,223.12
50240- Life Insurance	0.00	56.55	3,619.20	1.56%	3,619.20
50300- Commissioner Stipend	0.00	0.00	1,200.00	0.0%	1,200.00
51000- Postage	0.00	51.60	1,100.00	4.69%	1,100.00
51010- Office Supplies	171.49	372.97	5,200.00	7.17%	5,200.00
51020- Janitorial Supplies	0.00	0.00	1,250.00	0.0%	1,250.00
51030- Operating Supplies	330.58	1,644.28	5,650.00	29.1%	5,650.00
51050- Chemicals	258.40	258.40	4,250.00	6.08%	4,250.00
51060- Uniforms	17.00	17.00	9,000.00	0.19%	9,000.00
51070- Minor Tools	0.00	0.00	1,500.00	0.0%	1,500.00
51080- Fuel/Petroleum	3,300.48	3,335.53	38,523.80	8.66%	38,523.80
53000- Equipment Rental/Lease	1,041.73	1,452.20	7,000.00	20.75%	7,000.00
53005- Building Maintenance	582.28	582.28	5,750.00	10.13%	5,750.00
53015- Maint. of Office Equip.	0.00	0.00	100.00	0.0%	100.00
53050- Maintenance of Streets	2,453.70	2,453.70	24,131.87	10.17%	24,131.87
53060- Purchase-vehicle/equip	110.00	110.00	40,000.00	0.28%	40,000.00
53060- Repair & Maint. Vehicles	863.57	1,937.16	15,950.00	12.15%	15,950.00
53070- Repair/Maint.- Equipment	1,811.99	2,156.99	16,850.00	12.8%	16,850.00
53090- Radio Maintenance	0.00	0.00	500.00	0.0%	500.00
53110- Other Maintenance	0.00	0.00	750.00	0.0%	750.00
54030- Street Improvements	67.46	67.46	75,000.00	0.09%	75,000.00
54070- Shop Equipment	0.00	0.00	300.00	0.0%	300.00
54080- Office Equipment	0.00	0.00	1,250.00	0.0%	1,250.00
54100- Fire/EMS Equipment	1,287.97	1,434.64	25,000.00	5.74%	25,000.00

City of Ranger

Profit & Loss Budget Performance

November 2021

	Nov 21	Oct - Nov 21	YTD Budget	% of Budget	Annual Budget
55025- Election Services	0.00	0.00	6,000.00	0.0%	6,000.00
55035- Professional Services	5,721.70	7,850.38	24,000.00	32.71%	24,000.00
55036- CopSync	0.00	0.00	2,640.00	0.0%	2,640.00
55050- Court Technology	0.00	0.00	1,700.00	0.0%	1,700.00
55055- Eastland Co. Crisis	0.00	0.00	2,500.00	0.0%	2,500.00
55060- Court Security	0.00	0.00	500.00	0.0%	500.00
55065- Advertising	50.00	98.00	800.00	12.25%	800.00
55076- Incode	0.00	0.00	1,500.00	0.0%	1,500.00
55090- Vehicle Lease Acct.	0.00	0.00	60,000.00	0.0%	60,000.00
55095- Economic Development	6,292.88	6,292.88	51,875.00	12.13%	51,875.00
55105- Bonds	0.00	0.00	295.00	0.0%	295.00
55112- Inspection/Certification	0.00	0.00	3,150.00	0.0%	3,150.00
55350- Legal Fees	210.00	615.00	20,000.00	3.08%	20,000.00
55355- Auditor	0.00	0.00	9,000.00	0.0%	9,000.00
55375- Appraisal District Fees	0.00	0.00	17,000.00	0.0%	17,000.00
55450- Medical Expenses	30.00	30.00	1,750.00	1.71%	1,750.00
56000- Dues, Fees & Permits	1.50	106.76	850.00	12.56%	850.00
56010- Training	120.00	330.00	6,690.00	4.93%	6,690.00
56030- Travel	0.00	204.70	5,500.00	3.72%	5,500.00
57000- Communication	0.00	757.69	8,850.00	8.56%	8,850.00
57005- Electricity - Utility	3,575.04	3,575.04	39,400.00	9.07%	39,400.00
57010- Gas	0.00	264.48	5,150.00	5.14%	5,150.00
57050- Misc. Expense	443.75	645.30	500.00	129.06%	500.00
60000- CodeRED	0.00	0.00	2,500.00	0.0%	2,500.00
60015- Dispatch	35,884.80	35,884.80	36,000.00	99.68%	36,000.00
Animal Control - General	0.00	-1,500.00			
Court Fees - Expense					
55040- Court Collection Fees	0.00	3,153.75			
Court Fees - Expense - Other	88.50	235.50			
Total Court Fees - Expense	88.50	3,389.25			
EMS Expense					
EMS License & Fees	0.00	501.58			

City of Ranger
Profit & Loss Budget Performance
November 2021

	<u>Nov 21</u>	<u>Oct - Nov 21</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
Total EMS Expense	0.00	501.58			
Insurance-All	0.00	320.45			
Sales Tax Allocation	25,292.89	52,359.12			
Total Expense	212,278.96	323,375.35	1,460,727.44	22.14%	1,460,727.44
Net Ordinary Income	41,299.82	5,774.99	351,599.31	1.64%	351,599.31
Other Income/Expense					
Other Income					
Animal Control Donations	245.00	570.00			
Court Payments - Court	4,770.40	8,550.40			
Hotel/Motel Tax	1,901.28	1,901.28			
Library Account Income					
Library County Subsidy	0.00	75.00			
Total Library Account Income	0.00	75.00			
Police Lease Income	5,000.00	10,000.00			
Street Repair Income	6,292.89	10,326.00			
Total Other Income	18,209.57	31,422.68			
Other Expense					
Court Collections Payment	3,776.90	7,068.40			
Library Account Expense	0.00	56.14			
Total Other Expense	3,776.90	7,124.54			
Net Other Income	14,432.67	24,298.14			
Net Income	55,732.49	30,073.13	351,599.31	8.55%	351,599.31

City of Raleigh Utility
Profit & Loss Budget Performance
November 2021

	Nov 21	Oct - Nov 21	YTD Budget	% of Budget	Annual Budget
Ordinary Income/Expense					
Income					
41525- Sanitation Tax - Income	2,597.85	5,682.50	30,000.00	18.94%	30,000.00
41585- Collection Station Fees	0.00	704.40			
44100- Interest	21.45	44.87	500.00	8.97%	500.00
45010- Grant Funds - Income	0.00	0.00	100,000.00	0.0%	100,000.00
48005- Sale of Assets	0.00	0.00	1,500.00	0.0%	1,500.00
48020- Misc Income	0.00	0.00	1,500.00	0.0%	1,500.00
Franchise Fees	1,006.95	2,013.90			
UTILITY REVENUE					
40100- Sewer Revenue					
Bulk Sewer Sales	60.00	268.50			
40100- Sewer Revenue - Other	44,673.04	87,901.76	530,000.00	16.59%	530,000.00
Total 40100- Sewer Revenue	44,733.04	88,170.26	530,000.00	16.64%	530,000.00
40200- Water Revenue					
Bulk Water Sales	445.00	975.00			
Contract Water Sales	37,430.89	65,881.37			
40200- Water Revenue - Other	73,446.09	146,983.33	1,245,000.00	11.81%	1,245,000.00
Total 40200- Water Revenue	111,321.98	213,839.70	1,245,000.00	17.18%	1,245,000.00
41250- Utility Tap Fee	0.00	0.00	1,750.00	0.0%	1,750.00
41375- Service Charges	440.00	650.00	5,000.00	13.0%	5,000.00
41400- Turn on/off Charges	523.53	1,185.77	6,500.00	18.24%	6,500.00
41525- Sanitation Revenue	41,458.15	83,676.47	475,000.00	17.62%	475,000.00
43050- Penalties	2,895.30	5,737.22	35,000.00	16.39%	35,000.00
48030- Unapplied Payments	563.64	1,709.36	8,000.00	21.37%	8,000.00
Total UTILITY REVENUE	201,935.64	394,968.78	2,306,250.00	17.13%	2,306,250.00
Total Income	205,561.89	403,414.45	2,439,750.00	16.54%	2,439,750.00
Gross Profit	205,561.89	403,414.45	2,439,750.00	16.54%	2,439,750.00
Expense					
50010- Payroll Expenses	74,968.17	110,005.36	133,900.00	82.16%	133,900.00
50215-Contract Labor	284.00	614.00	26,000.00	2.36%	26,000.00
50220- Health Insurance	0.00	3,020.03	58,666.68	5.15%	58,666.68

City of Ranger Utility
Profit & Loss Budget Performance
November 2021

	Nov 21	Oct - Nov 21	YTD Budget	% of Budget	Annual Budget
50230- Workers Compensation	0.00	0.00	13,073.84	0.0%	13,073.84
50240- Life Insurance	0.00	115.93	2,262.00	5.13%	2,262.00
50500- Bank Account Fees	200.00	853.02	2,700.00	31.59%	2,700.00
50600- Capital Improvements	0.00	0.00	100,000.00	0.0%	100,000.00
51000- Postage	692.30	726.35	4,550.00	15.96%	4,550.00
51010- Office Supplies	0.00	150.99	5,000.00	3.02%	5,000.00
51020- Janitorial Supplies	0.00	0.00	2,500.00	0.0%	2,500.00
51030- Operating Supplies	1,543.23	1,441.81	2,750.00	52.43%	2,750.00
51050- Chemicals	5,667.85	5,667.85	21,500.00	26.36%	21,500.00
51060- Uniforms	345.00	524.88	5,250.00	10.0%	5,250.00
51070- Minor Tools	78.96	78.96	2,000.00	3.95%	2,000.00
51080- Fuel/Petroleum	2,375.79	2,375.79	24,000.00	9.9%	24,000.00
51090- Grant Funds - Expense	0.00	0.00	75,000.00	0.0%	75,000.00
51120- Water Meters/Parts	431.62	431.62	5,000.00	8.63%	5,000.00
53000- Equipment Rental/Lease	922.14	1,109.14	9,250.00	11.99%	9,250.00
53005- Building Maintenance	91.88	91.88	2,500.00	3.68%	2,500.00
53015- Maint. of Office Equip.	0.00	0.00	500.00	0.0%	500.00
53020- Maint. of Water System	4,442.58	5,795.78	90,000.00	6.44%	90,000.00
53030- Maint. Wastewater System	6,095.37	6,172.34			
53050- Street Repair	0.00	0.00	25,000.00	0.0%	25,000.00
53060- Repair & Maint. Vehicles	692.56	2,359.39	9,000.00	26.22%	9,000.00
53070- Repair/Maint.- Equipment	2,333.52	4,749.81	17,500.00	27.14%	17,500.00
53120- Vehicle Purchase	0.00	0.00	25,000.00	0.0%	25,000.00
54060- Equipment Purchase	0.00	0.00	37,500.00	0.0%	37,500.00
54063- Water Contract Purchases	59,434.21	124,913.22	820,000.00	15.23%	820,000.00
54080- Office Equipment	1,000.00	1,000.00	1,000.00	100.0%	1,000.00
54080- Wastewater Services	1,219.57	1,219.57	35,000.00	3.48%	35,000.00
55075- Technology Services	0.00	0.00	3,000.00	0.0%	3,000.00
55100- Debt Service	0.00	0.00	168,000.00	0.0%	168,000.00
55105- Liability Ins. Bonds	0.00	0.00	2,500.00	0.0%	2,500.00
55112- Inspections/Cert	2,500.00	2,500.00	5,000.00	50.0%	5,000.00
55350- Legal Fees	0.00	0.00	500.00	0.0%	500.00

City of Ranger Utility
Profit & Loss Budget Performance
November 2021

	Nov 21	Oct - Nov 21	YTD Budget	% of Budget	Annual Budget
55351- Engineer	0.00	0.00	10,000.00	0.0%	10,000.00
55355- Auditor	0.00	0.00	8,750.00	0.0%	8,750.00
55410- Sani. Sales Tax - Exp.	2,714.87	5,432.62	30,000.00	18.11%	30,000.00
55415- Sani. Service Contract	25,388.80	47,907.80	245,000.00	19.55%	245,000.00
55450- Medical Expenses	0.00	0.00	750.00	0.0%	750.00
55460- Lab Sample Fees	1,794.92	1,909.92	20,000.00	9.55%	20,000.00
55480- UB Contract for Services	0.00	0.00	4,000.00	0.0%	4,000.00
56000- Dues, Fees & Permits	0.00	0.00	9,500.00	0.0%	9,500.00
56010- Training	0.00	488.75	4,500.00	10.86%	4,500.00
56030- Travel	0.00	75.63	1,500.00	5.04%	1,500.00
57000- Communication	464.23	464.23	6,500.00	7.14%	6,500.00
57005- Electricity - Utility	2,730.70	2,730.70	37,250.00	7.33%	37,250.00
57500- Transfer to General	0.00	0.00	293,151.04	0.0%	293,151.04
Insurance-All	115.93	115.93			
Training / Travel / Meals	50.00	50.00			
Total Expense	198,578.20	335,093.30	2,406,303.56	13.93%	2,406,303.56
Net Ordinary Income	6,983.69	68,321.15	33,446.44	204.27%	33,446.44
Other Income/Expense					
Other Income					
City Bond Construction Income	10,000.00	20,000.00			
TWDB Debt Service Income	4,000.00	8,000.00			
Total Other Income	14,000.00	28,000.00			
Other Expense					
TWDB L1000626 Expense	3,147.84	3,147.84			
TWDB L1000677 Expense	78,943.59	78,943.59			
TWDB LF1000646 Expense	14,864.73	14,864.73			
Total Other Expense	96,956.16	96,956.16			
Net Other Income	-82,956.16	-68,956.16			
Net Income	-75,972.47	-635.01	33,446.44	-1.9%	33,446.44

CODE	INCOME	November	YTD	Budget	%
105-00-40300	Pool Admissions	\$0.00	\$0.00	\$0.00	#DIV/0!
105-00-40310	Pool Concessions	\$0.00	\$0.00	\$0.00	#DIV/0!
105-00-41100	Municipal Court Fines	\$4,630.90		\$60,000.00	0.00%
105-00-41205	Court Security Fund			\$375.00	0.00%
105-00-41210	Court Technology Fund			\$250.00	0.00%
105-00-41500	Permits/License Fees	\$5.00		\$700.00	0.00%
105-00-41525	Records Preservation Fee	\$11.00		\$35.00	0.00%
105-00-41550	Birth Certs	\$242.00		\$300.00	0.00%
105-00-41560	Death Certs	\$0.00		\$150.00	0.00%
105-00-41580	Cemetery Lot Sales	\$70.00		\$3,000.00	0.00%
105-00-41600	Cemetery Lot Location Fees	\$0.00		\$500.00	0.00%
105-00-41650	Community Center Rental	\$75.00		\$300.00	0.00%
105-00-41700	EMS County Subsidy	\$0.00		\$23,000.00	0.00%
105-00-41725	EMS Fees	\$13,083.36		\$150,000.00	0.00%
105-00-41750	Federal Fuel Tax Refund	\$266.29		\$4,000.00	0.00%
105-00-41800	Office Supplies - Income	\$15.00		\$250.00	0.00%
105-00-41850	PILOT Funds	\$0.00		\$18,000.00	0.00%
105-00-42100	Airport Electricity Reimbursement	\$0.00		\$1,500.00	0.00%
105-00-42200	Cell Tower Lease	\$1,250.00		\$15,000.00	0.00%
105-00-42300	Real Property Leases	\$0.00		\$0.00	#DIV/0!
105-00-43000	Franchise Fees	\$3,384.49		\$110,000.00	0.00%
105-00-43010	Drug Seizure Income	\$0.00		\$0.00	#DIV/0!
105-00-43200	Sales Tax (State)	\$50,343.09		\$415,000.00	0.00%
105-00-43300	Hotel Occupancy Tax	\$0.00		\$1,000.00	0.00%
105-00-43400	Ad V/ Property Tax	\$175,626.15		\$420,000.00	0.00%
105-00-44100	Interest Earned	\$9.79		\$200.00	0.00%
105-00-45000	Donations	\$0.00		\$0.00	#DIV/0!
105-00-45010	Grant Revenue	\$0.00		\$205,891.75	0.00%
105-00-46050	PD Step Grant Reimbursement	\$0.00		\$5,000.00	0.00%
105-00-48000	Sale of Materials	\$0.00		\$0.00	#DIV/0!
105-00-48005	Sale of Assets	\$0.00		\$7,500.00	0.00%
105-00-48010	Sale of Real Property	\$0.00		\$0.00	#DIV/0!
105-00-48020	Misc Revenue	\$4,566.71		\$1,000.00	0.00%

GENERAL FUND
PROFIT AND LOSS REPORT

105-00-49730	Loan from Utility Fund			\$0.00	#DIV/0!
105-00-49740	Contingency			\$0.00	#DIV/0!
105-00-57500	Transfer from Utility			\$436,000.00	0.00%
	Contingency "Unencumbered" Fund				#DIV/0!
	TOTAL INCOME	\$253,578.78	\$0.00	\$1,878,951.75	#DIV/0!
	EXPENSE	November	YTD	Budget	
Admin					
105-10-50010	Salaries and Wages	\$16,785.02		\$104,350.00	
105-10-50020	Overtime	\$0.00		\$0.00	
105-10-50021	Retirement Gift	\$0.00	\$2,642.97	\$0.00	
105-10-50180	TMRS		\$2,833.37	\$8,097.56	
105-10-50200	Social Security	\$0.00	\$4,268.60	\$7,982.78	
105-10-50210	Unemployment	\$0.00		\$2,921.80	
105-10-50220	Health Insurance	\$981.90		\$13,037.04	
105-10-50230	Worker Compensation	\$0.00		\$427.84	
105-10-50240	Life Insurance			\$452.40	
105-10-50300	Commissioner Stipend	\$0.00		\$1,200.00	
105-10-50400	WC for Volunteers/Commissioners	\$0.00		\$56.00	
105-10-51000	Postage	\$0.00		\$500.00	
105-10-51010	Office Supplies	\$109.50		\$750.00	
105-10-51020	Janitorial Supplies	\$0.00		\$250.00	
105-10-51030	Operating Supplies	\$0.00		\$500.00	
105-10-51080	Fuel	\$130.01		\$1,250.00	
105-10-53000	Rental/Lease of Equip	\$0.00		\$3,000.00	
105-10-53005	Maintenance of Building	\$105.18		\$2,500.00	
105-10-53015	Maint of Office Equip	\$0.00		\$100.00	
105-10-53060	Maintenance of Auto's	\$0.00		\$750.00	
105-10-54000	Grant Expense	\$0.00		\$135,891.75	
105-10-54080	Office Equipment	\$0.00		\$1,250.00	
105-10-54085	Bank Account Fees	\$0.00		\$100.00	
105-10-55025	Election Services	\$0.00		\$6,000.00	
105-10-55035	Professional Services	\$0.00		\$4,000.00	

PROFIT AND LOSS REPORT

105-10-55055	Eastland County Crisis	\$0.00
105-10-55065	Advertising	\$50.00
105-10-55075	Incude	\$0.00
105-10-55090	Vehicle Lease Account	\$5,000.00
105-10-55095	Economic Development	\$6,292.89
105-10-55099	Street Fund	\$6,292.89
105-10-55105	Liability Insurance Bonds	\$0.00
105-10-55350	Legal	\$210.00
105-10-55355	Audit	\$0.00
105-10-55375	Appraisal District	\$0.00
105-10-54050	Auto Equipment	\$0.00
105-10-55455	Survey Expenses	\$0.00
105-10-56000	Dues	\$1.50
105-10-56010	School Tuition	\$0.00
105-10-56020	Meals	\$0.00
105-10-56030	Travel	\$0.00
105-10-57000	Communications	\$0.00
105-10-57005	Electricity	\$140.96
105-10-57010	Gas	\$0.00
105-10-57050	Miscellaneous	\$443.75
105-10-59001	Transfer to Contingency	
105-10-59205	Loan to Utility	
	Total Admin	\$36,543.60

Emergency Management		
105-15-60000	Code Red	\$0.00
105-15-60010	COVID 19 Response	\$0.00
105-15-60015	Dispatch	\$0.00
	Total Emergency Management	\$0.00
	Police	

\$2,500.00
\$800.00
\$1,500.00
\$60,000.00
\$51,875.00
\$0.00
\$57,287.00
\$20,000.00
\$9,000.00
\$17,000.00
\$0.00
\$0.00
\$100.00
\$2,000.00
\$1,000.00
\$2,000.00
\$2,000.00
\$2,000.00
\$650.00
\$500.00
\$0.00
\$0.00
\$525,579.16
\$2,500.00
\$0.00
\$36,000.00
\$38,500.00

105-20-50010	Salaries	\$39,370.72	\$179,722.64
105-20-50020	Overtime		\$7,500.00
105-20-50215	Contract Labor	\$0.00	\$5,000.00
105-20-50180	TMRS	\$0.00	\$14,528.48
105-20-50200	Social Security	\$0.00	\$14,322.53
105-20-50210	Unemployment	\$0.00	\$5,242.23
105-20-50220	Health Insurance	\$1,475.10	\$26,074.08
105-20-50230	Worker Compansation	\$0.00	\$8,312.69
105-20-50240	Life Insurance		\$904.80
105-20-50400	WC for Reserve Officers	\$0.00	\$5.41
105-20-51000	Postage		\$500.00
105-20-51010	Office Supplies	\$61.99	\$1,000.00
105-20-51030	Operating Supplies	\$0.00	\$500.00
105-20-51060	Uniforms	\$17.00	\$4,000.00
105-20-51070	Minor Tools	\$0.00	\$250.00
105-20-51080	Fuel	\$1,337.73	\$10,000.00
105-20-51105	Medical Expense	\$0.00	\$250.00
105-20-53000	Equipment Rental	\$711.73	\$3,000.00
105-20-53005	Maintenance of Building	\$0.00	\$500.00
105-20-53060	Maintenance of Auto's	\$501.62	\$6,500.00
105-20-53090	Maintenance of Radio	\$0.00	\$250.00
105-20-53110	Maint Other	\$0.00	\$250.00
105-20-54000	Grant Expense	\$0.00	\$0.00
105-20-54050	Auto Equip	\$0.00	\$2,500.00
105-20-54060	Jail Expenses	\$0.00	\$500.00
105-20-54080	Office Equip	\$0.00	\$0.00
105-20-54090	Police Equip	\$0.00	\$250.00
105-20-55035	Professional Services	\$1,365.00	\$2,640.00
105-20-55040	Court Costs	\$0.00	\$27,000.00
105-20-55065	Adv	\$0.00	\$0.00
105-20-55112	Insp/Cert Fees	\$0.00	\$500.00
105-20-55125	Drug Seizure Exp	\$0.00	\$0.00
105-20-56000	Dues	\$0.00	\$250.00
105-20-56010	School Tuition	\$120.00	\$3,000.00

105-20-56030	Travel	
105-20-57000	Communication	
105-20-57005	Electricity	\$275.40
105-20-57010	Gas	
	Total Police	\$45,236.29
Animal Control		
105-21-50010	Salaries	\$6,448.74
105-21-50020	Overtime	
105-21-50180	TMRS	\$0.00
105-21-50200	Social Security	\$0.00
105-21-50210	Unemployment	\$0.00
105-21-50220	Health Insurance	\$0.00
105-21-50230	Worker Comp	\$0.00
105-21-50240	Life Insurance	
105-21-51010	Office Supplies	\$0.00
105-21-51030	Operating Supplies	\$0.00
105-21-51050	Chemical Supplies	\$76.40
105-21-51060	Uniforms	\$0.00
105-21-51070	Minor Tools	\$0.00
105-21-51080	Fuel	\$139.49
105-21-51110	Animal Control Supplies	\$0.00
105-21-53005	Maintenance of Building	\$477.10
105-21-53060	Maintenance of Auto's	\$0.00
105-21-54050	Auto Equipment	\$0.00
105-21-54070	Shop Equipment	\$0.00
105-21-55112	Inspection/Certification	
105-21-55450	Medical Expenses	\$30.00
105-21-56010	Training	\$0.00
105-21-56030	Travel	\$0.00
105-21-57000	Communications	
105-21-57005	Electricity	\$132.17

\$1,000.00
\$3,000.00
\$2,500.00
\$500.00
<u>\$332,252.86</u>
\$28,922.40
\$4,000.00
\$2,554.78
\$2,518.56
\$921.83
\$6,518.52
\$2,100.4
\$226.20
\$200.00
\$250.00
\$250.00
\$500.00
\$0.00
\$2,000.00
\$0.00
\$2,500.00
\$1,200.00
\$0.00
\$300.00
\$150.00
\$750.00
\$690.00
\$500.00
\$600.00
\$3,500.00

PROFIT AND LOSS REPORT

	Total Animal Control	\$7,303.90
Court		
105-25-50010	Salaries	\$7,898.22
105-25-50220	Health Insurance	\$491.70
105-25-50180	TMRS	\$0.00
105-25-50200	Social Security	\$0.00
105-25-50210	Unemployment	\$0.00
105-25-50230	Worker Compensation	\$0.00
105-21-50240	Life Insurance	
105-25-51010	Office Supplies	\$0.00
105-25-54101	Training	\$0.00
105-25-55050	Court Technology	
105-25-55060	Court Security	
105-25-55105	Liability Insurance Bond	\$0.00
105-25-56030	Travel	\$0.00
105-21-57005	Electricity	\$77.39
	Court Fees- Expense	\$88.50
	Total Court	\$8,555.81
Fire/EMS		
105-30-50010	Salaries	\$40,156.45
105-30-50020	Overtime	\$0.00
105-30-50030	Contract Labor	\$0.00
105-30-50180	TMRS	\$0.00
105-30-50200	Social Security	\$0.00
105-30-50210	Unemployment	\$0.00
105-30-50220	Health Insurance	\$1,530.06
105-30-50230	Worker Compensation	\$0.00
105-30-50240	Life Insurance	
105-30-50400	WC for Vol FireFighters	\$0.00
105-30-51000	Postage	\$0.00
105-30-51010	Office Supplies	\$0.00

	\$61,152.74
	\$46,682.90
	\$6,518.52
	\$3,622.59
	\$3,571.24
	\$1,307.12
	\$191.40
	\$226.20
	\$750.00
	\$500.00
	\$1,700.00
	\$500.00
	\$175.00
	\$500.00
	\$66,244.98
	\$239,691.71
	\$5,000.00
	\$2,500.00
	\$18,988.08
	\$18,718.92
	\$6,851.37
	\$26,074.08
	\$12,283.52
	\$904.80
	\$3,307.00
	\$100.00
	\$2,500.00

PROFIT AND LOSS REPORT

105-30-51020	Janitorial Supplies	\$0.00	\$500.00
105-30-51030	Operating Supplies	\$123.99	\$2,000.00
105-30-51050	Drug Supplies	\$0.00	\$3,500.00
105-30-51060	Uniforms	\$0.00	\$3,000.00
105-30-51070	Minor Tools	\$0.00	\$500.00
105-30-51080	Fuel	\$1,102.21	\$14,773.80
105-30-53000	Rental Lease Equipment	\$0.00	\$0.00
105-30-53005	Maintenance of Building	\$0.00	\$0.00
105-30-53060	Repair & Maintenance Vehicles	\$425.96	\$3,500.00
105-30-53070	Maint of Mach/Equip	\$0.00	\$500.00
105-30-53090	Maint of Radio	\$0.00	\$250.00
105-30-53110	Maint of Other	\$0.00	\$500.00
105-30-54100	EMS Equipment	\$1,287.97	\$25,000.00
105-30-55035	Prof Fees	\$4,356.70	\$20,000.00
105-30-55112	Insp Cert Fees	\$0.00	\$3,000.00
105-30-55105	Liability Insurance Bond	\$0.00	\$70.00
105-30-55450	Medical Expenses	\$0.00	\$1,000.00
105-30-56000	Dues	\$0.00	\$500.00
105-30-56010	School tuition	\$0.00	\$500.00
105-30-56030	Travel	\$0.00	\$500.00
105-30-57000	Communication		\$2,500.00
105-30-57005	Electricity	\$300.69	\$3,500.00
105-30-57010	Gas		\$2,500.00
105-30-57020	Emergency Operating Center	\$0.00	\$35,000.00
	Fire/EMS Total		\$460,013.27
Street			
105-40-50010	Salaries		\$64,272.00
105-40-50020	Overtime		\$4,000.00
105-40-50030	Contract Labor		\$10,000.00
105-40-50180	TMRS	\$0.00	\$5,297.91
105-40-50200	Social Security	\$0.00	\$5,222.81
105-40-50210	Unemployment	\$0.00	\$1,911.62

Repair&Maint.

105-40-50220	Health Insurance	\$491.70	\$6,518.52
105-40-50230	Worker Compensation	\$0.00	\$5,202.33
105-40-50240	Life Insurance		\$452.40
105-40-50400	WC for Volunteers	\$0.00	\$123.71
105-40-51010	Office Supplies	\$0.00	\$0.00
105-40-51030	Operating Supplies	\$73.48	\$100.00
105-40-51050	Chemical	\$182.00	\$500.00
105-40-51060	Uniforms	\$0.00	\$1,000.00
105-40-51070	Minor Tools	\$0.00	\$250.00
105-40-51080	Fuel	\$279.16	\$7,500.00
105-40-53000	Rental of Equip	\$330.00	\$500.00
105-40-53050	Maint of Streets	\$2,453.70	\$24,131.87
105-40-53060	Maint of Autos	\$45.99	\$4,000.00
105-40-53070	Maint of Mach	\$1,685.68	\$14,750.00
105-40-53080	Maint of Shop Equip	\$0.00	\$0.00
105-40-54030	Street Improvements	\$67.46	\$75,000.00
105-40-54050	Auto Equip	\$0.00	\$0.00
105-40-54060	Machine & Equipment	\$0.00	\$40,000.00
105-40-54070	Shop Equip	\$0.00	\$0.00
105-40-55358	Rental/Lease of Equip	\$0.00	\$500.00
105-40-57005	Electricity	\$2,509.47	\$27,500.00
105-40-57200	Transfer from Street Fund	\$0.00	
	Total Street	\$8,118.64	\$298,733.16
Library			
105-50-50010	Salaries	\$6,149.94	\$21,424.00
105-50-50180	TMRS	\$0.00	\$1,662.50
105-50-50200	Social Security	\$0.00	\$1,638.94
105-50-50210	Unemployment	\$0.00	\$385.63
105-50-50220	Health Insurance	\$0.00	\$6,518.52
105-50-50230	Worker Compensation	\$0.00	\$117.83
105-50-50240	Life Insurance		\$226.20
105-50-51020	Janitorial Supplies	\$0.00	\$500.00
105-50-51030	Operating Supplies	\$61.99	\$1,300.00

105-50-53005	Maintenance of Building	\$0.00	\$250.00
105-50-53070	Maintenance of Machinery	\$0.00	\$100.00
105-50-55105	Liability Insurance Bond	\$0.00	\$50.00
105-50-57000	Communications		\$750.00
105-50-57005	Electricity	\$32.70	\$400.00
105-50-57010	Gas		\$1,500.00
	Total Library	\$6,244.63	\$36,823.62
Cemetery			
105-55-50010	Salaries	\$0.00	\$32,136.00
105-55-50020	Overtime	\$0.00	\$250.00
105-55-50030	Part Time Seasonal	\$0.00	\$5,000.00
105-55-50180	TMRS	\$0.00	\$2,901.15
105-55-50200	Social Security	\$0.00	\$2,860.03
105-55-50210	Unemployment	\$0.00	\$672.95
105-55-50220	Health Insurance	\$491.70	\$6,518.52
105-55-50230	Worker Compensation	\$0.00	\$2,587.11
105-55-50240	Life Insurance		\$226.20
105-55-51020	Janitorial Supplies	\$0.00	\$0.00
105-55-51030	Operating Supplies	\$71.12	\$1,000.00
105-55-51060	Uniforms	\$0.00	\$500.00
105-55-51070	Minor Tools	\$0.00	\$500.00
105-55-51080	Fuel	\$311.88	\$3,000.00
105-55-53070	Maintenance of Machinery	\$126.31	\$1,500.00
105-55-57000	Communication	\$0.00	\$0.00
105-55-57005	Electricity	\$0.00	\$0.00
	Total Cemetery	\$1,001.01	\$59,651.96
	TOTAL EXPENSE	\$105,699.98	\$1,878,951.75

P&L Difference

\$147,878.80

City of Ranger Utility
Expenses by Vendor Summary
November 2021

	<u>Nov 21</u>
Ana-Lab Corp.	1,581.00
APSCO SUPPLY INC.	133.75
AT&T Mobility	163.89
BenMark Supply Company Inc.	8,885.03
Buster Robinson	1,019.50
Cary Services	922.14
Central West Texas Water Utilities Assoc.	50.00
DPC Industries, Inc.	353.52
Eastland County Water Supply District	59,434.21
First Financial Bank	200.00
Gary's Automotive, Inc.	10.00
H&R Feed & Fertilizer	91.88
Hach Company	296.47
Hydro Plus, LLC	5,598.35
IMC Waste Disposal, Inc.	1,000.00
J.T. Horn Oil Co., Inc.	1,164.70
Jacob & Martin, LTD	24,094.92
Jive Communications Inc.	300.34
K&K Electric	1,408.00
LCRA	213.92
Mike's Tire Service	30.00
Northridge Construction Group	72,861.24
O'Reilly Auto Parts	289.79
Petunia Jane's	345.00
Republic Services	24,381.85
Standard Insurance Company	115.93
Texas Commission on Environmental Quality	3,719.57
Texas Comptroller of Public Accounts	2,714.87
Tindall's Hardware	368.05
TXU Energy	2,730.70
United States Postal Service	692.30
US Bank Voyager Fleet Systems	1,211.09
Vulcan Construction Materials, LLC	1,543.23
W.E. Greenwood Auto Parts	836.65
Yellowhouse Machinery Co.	797.35
TOTAL	<u>219,559.24</u>

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

	<u>Nov 21</u>		
Airgas USA, LLC	432.74	TML Health Benefits Pool	5,463.66
Alissa Spruill	30.00	TWDB Debt Service Fund	4,000.00
Arrow-Magnolia International, Inc	1,981.20	TXU Energy	3,575.04
Benchmark Business Solutions	711.73	US Bank Voyager Fleet Systems	2,856.26
Bound Tree Medical LLC	966.96	VERITRACE	443.75
Bryans Auto Supply	13.99	W.E. Greenwood Auto Parts	775.04
Buster Robinson	2,012.50	WATERWAY	1,719.50
Crimestar Corporation	325.00	West Central Texas Law Academy	120.00
Digitech	1,704.46	West Texas Fire Extinguisher Inc.	500.00
E & E Kustom Inc.	1,394.34	Yellowhouse Machinery Co.	77.20
Eastland County Cooperative Dispatch	35,884.80	TOTAL	103,007.08
Eastland County Newspapers	50.00		
Eastland Heaven Sent Floral	112.50		
Eastland Office Supply	123.98		
First Financial Bank	229.26		
Gary's Automotive, Inc.	118.90		
Grandpaw's Tool Shed	330.00		
H&R Feed & Fertilizer	258.40		
Kennedy Computer Solutions Inc.	1,040.00		
Ladybug Pest Control	81.19		
Lazy 3 Animal Care	477.10		
McCreary, Veselka, Bragg & Allen PC	88.50		
Mike's Tire Service	32.00		
O'Reilly Auto Parts	228.43		
One Beat Medical & Training	445.00		
Petunia Jane's	17.00		
Ranger City Bond Construction Fund	10,000.00		
Ranger Economic Development Corp	6,292.88		
Ranger Municipal Court	3,776.90		
Ranger PD Lease Account	5,000.00		
Ranger Street Maintenance Fund	6,292.89		
Temi Nichols	2,400.00		
The Knight Law Firm, LLP	210.00		
Tindall's Hardware	413.98		



Good Morning, Savannah Fortenberry

ACCOUNTS

:

FFB Abilene General Fund 02253 Available Balance Current Balance	\$200,980.06 \$200,980.06
FFB Abilene Utility Fund 36507 Available Balance Current Balance	\$650,746.21 \$650,746.21
FFB Abilene Hotel/Motel Tax 14183 Available Balance Current Balance	\$30,101.65 \$30,101.65
FFB Abilene Street Repairs Tax 35855 Available Balance Current Balance	\$74,979.18 \$74,979.18
FFB Abilene City Bond Construction 20511 Available Balance Current Balance	\$67,484.44 \$67,484.44
FFB Abilene Block Grant 00594 Available Balance Current Balance	\$1.00 \$1.00

FFB Abilene Police Special 01386 Available Balance Current Balance	\$1,156.06 \$1,156.06
FFB Abilene TWDB Loan Forgiveness 06695 Available Balance Current Balance	\$1.00 \$1.00
FFB Abilene TWDB Escrow Certificates 06703 Available Balance Current Balance	\$188,745.91 \$188,745.91
FFB Abilene Municipal Court Payments 13811 Available Balance Current Balance	\$3,064.00 \$3,064.00
FFB Abilene Municipal Court Tech 14579 Available Balance Current Balance	\$1,349.80 \$1,349.80
FFB Abilene Animal Control 15121 Available Balance Current Balance	\$8,610.31 \$8,610.31
FFB Abilene Pool & Parkland 16608 Available Balance Current Balance	\$421.92 \$421.92

FFB Abilene Municipal Court Security 19919
 Available Balance **\$664.60**
 Current Balance \$664.60

FFB Abilene REDC 4A 20701
 Available Balance **\$207,421.20**
 Current Balance \$207,421.20

FFB Abilene Ranger Library Fund 21105
 Available Balance **\$625.14**
 Current Balance \$625.14

FFB Abilene REDC 4B 22341
 Available Balance **\$79,581.53**
 Current Balance \$79,581.53

FFB Abilene Police Lease Account 22432
 Available Balance **\$142,041.12**
 Current Balance \$142,041.12

FFB Abilene TWDB Debt Service 22937
 Available Balance **\$70,242.00**
 Current Balance \$70,242.00

FFB Abilene FEMA 26938
 Available Balance **\$221,892.76**
 Current Balance \$221,892.76

FFB Abilene TWDB Escrow #L1000677 32472
 Available Balance **\$278,713.62**
 Current Balance \$278,713.62

FFB Abilene TWDB Escrow #L1000626 32506
 Available Balance **\$4,240.00**
 Current Balance \$4,240.00

FFB Abilene TWDB Escrow #LF1000646 32514
 Available Balance **\$0.00**
 Current Balance \$0.00

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

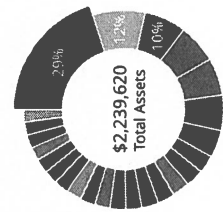
FFB Abilene TWDB Construction #L1000626 32548
 Available Balance **\$2,812.50**
 Current Balance \$2,812.50

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

ASSET SUMMARY



Utility Fund

xxx36507

29.06%

Available Balance
Current Balance

\$650,746.21
\$650,746.21

Monthly Sales Tax Allocation

11/15/2021

6.25% to REDC (4A):

\$3,146.44
-\$3,146.44
\$3,146.44

6.25% to REDC (4B):

\$6,292.89
-\$6,292.89
\$6,292.89

12.5% to Street Repair Fund:

-\$12,585.77
\$10,000.00
-\$22,585.77

City Bond Construction: (\$10,000.00)

Bond 1998 Bond 2005

Vehicle Lease (\$5,000)

\$ 5,000.00
-\$27,585.77

TWDB Debt Service (\$4,000)

Bond 2012 Bond 2018 A&B

\$ 4,000.00

General Deposit Total

\$18,757.32

Sales Tax \$ **\$ 50,343.09**

\$ 6,292.89	\$	3,146.44
12.50%		6.25%

Streets EDC

City	Net Payment This Period	Comparable Payment Prior Year	% Change	Payment YTD	Prior Year Payment YTD	% Change
Ranger	\$50,343.09	\$48,025.95	4.82%	\$398,078.95	\$386,692.87	2.94%

LIBRARY REPORT

November 2021

Beginning of Petty Cash \$ 197.19

CREDIT

Book Sales (from "Quarter Shelves") 4.25
Copies 13.80

TOTAL CREDITS + 18.05

DEBIT

Supplies 13.25
Amazon Purchases
 Diary of a Wimpy Kid: Big Shot by Jeff Kinney 9.00
 The Stranger in the Lifeboat by Mitch Albom 15.07
 Jailhouse Lawyer by James Patterson 18.77
 Dear Santa by Debbie Macomber 14.07
 The Dark Hours by Michael Connelly 17.65
 The Christmas Bookshop by Jenny Colgan 25.19
 2022 Desk Calendar 6.67
 2022 Thomas Kincade Wall Calendar 17.09

TOTAL DEBITS - 136.76

TOTAL PETTY CASH \$ 78.48

Thank you for your support! _____ Diana McCullough

**Ranger Economic Development Corporation - A
Cash Statement
November 2021**

Checking Account

Checkbook Balance as of October 29, 2021-----\$ 204,747.21

Deposits

11/19/21	City of Ranger	\$3,146.44
----------	----------------	------------

Total Deposits + 3,146.44

Disbursements

11/19/21	2563	TXU Garner 317 kWh @ \$0.135	72.45
11/19/21	2564	Diana McCullough Contract Labor	<u>400.00</u>

Total Disbursements - 472.45

Checkbook Balance as of November 30, 2021-----\$ 207,421.20

Ranger Economic Development Corporation – Type A
Account Information ~ November, 2021

*First Financial Certificate of Deposit -44-----	\$59,158.65
*First Financial Certificate of Deposit -08-----	\$36,482.37
Checkbook Balance as of 10/29/21-----	<u>\$207,421.20</u>
TOTAL REDC BALANCES	\$ 303,062.22

*Certificate of Deposit Balances as of October 1, 2021.
Diana McCullough, REDC Executive Director

Municipal Court Report

NOVEMBER 2021

New Cases Filed 43 CITATIONS ISSUED BY POLICE
0 CITATIONS ISSUED BY ACO and or CODE
ENFORCEMENT

Total Cases Disposed 14

Dismissed after Driver Safety Course 0

Show Cause 0

Notice to Appear 3

Arrest Warrants 0

Fines, Court Costs and Other Amounts Collected:

a. Kept by City	\$ 2,550.00
b. Remitted to State	\$ 1,891.90
c. Total	\$ 4,441.90



Ranger Fire Department

500 E Loop 254
Ranger, TX 76470
254-647-1505



Responses for 2021

EMS 738 Fire 300 Total - 1038
Average Calls per Month: 94.3

124 call increase from 2020

2020 Responses on 11/1/2020

EMS 641 Fire 273 Total: 914
Average Calls per Month: 83

Ranger Fire Dept

Ranger, TX

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Total Incidents per Personnel for Date Range

Personnel: All Personnel | Sort By: Personnel | Start Date: 01/01/2021 | End Date: 12/31/2021

PERSONNEL	COUNT	PERCENTAGE
<u>Bearden, Mark</u>	9	3.00 %
<u>Bonney, Richard M</u>	3	1.00 %
<u>Bush, Ronnie A</u>	73	24.33 %
<u>Cauley, Austin</u>	34	11.33 %
<u>Fox, Chelsey B</u>	6	2.00 %
<u>Fox, Louis Darrell</u>	252	84.00 %
<u>Fox, Matthew K</u>	162	54.00 %
<u>Gunstanson, Gearld</u>	41	13.67 %
<u>Hernandez, Carter</u>	109	36.33 %
<u>Hoodie, Aaron</u>	33	11.00 %
<u>Hoodie, Nate R</u>	62	20.67 %
<u>Inman, Kelly</u>	6	2.00 %
<u>Lemaster, Chuck</u>	2	0.67 %
<u>Lopez, Andrew</u>	6	2.00 %
<u>Lopez, Sylvester</u>	49	16.33 %
<u>Martinez , Jeremy</u>	6	2.00 %
<u>Mathis, Billy Jack</u>	127	42.33 %
<u>Mayes, Ethan</u>	17	5.67 %
<u>Mckee, Marty</u>	3	1.00 %
<u>PARSONS, SCOTT</u>	17	5.67 %
<u>Pickrell II, David D</u>	7	2.33 %
<u>Polk, Sean</u>	6	2.00 %
<u>Richardson, Justin</u>	57	19.00 %
<u>RICHARDSON, MATT</u>	154	51.33 %
<u>Robinson Jr., Frank A</u>	165	55.00 %
<u>Scott, Edie</u>	1	0.33 %
<u>Wells, Nicholas K</u>	130	43.33 %
<u>Yerigan, Trent</u>	4	1.33 %
Sum of Individual Responses	1541	
Total Incidents for Date Range	300	

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



Ranger Fire Dept

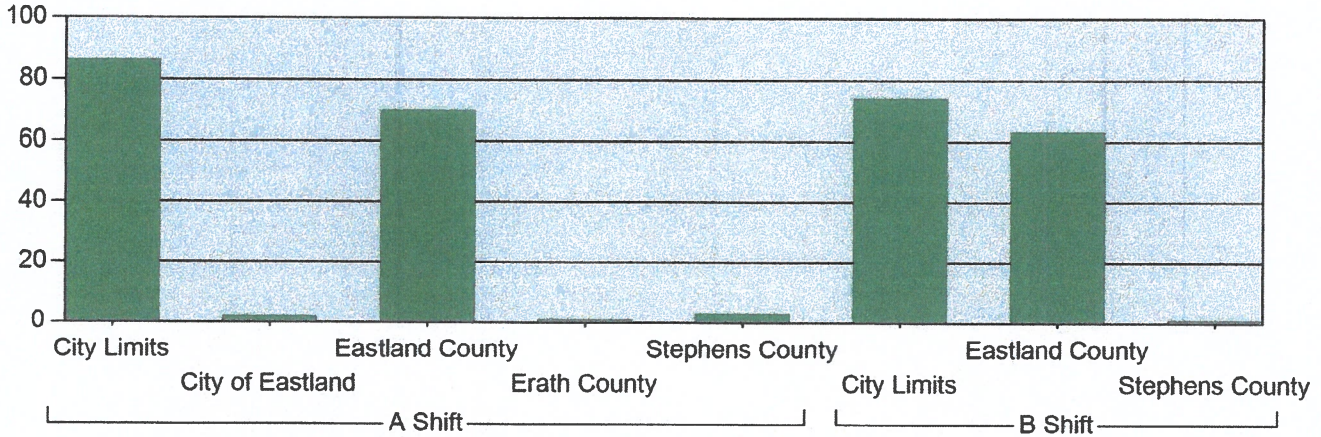
Ranger, TX

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Incidents per Zone per Shift for Date Range

Start Date: 01/01/2021 | End Date: 12/31/2021



SHIFT	ZONE	# INCIDENTS
A Shift	City Limits	86
	City of Eastland	2
	Eastland County	70
	Erath County	1
	Stephens County	3
B Shift	City Limits	74
	Eastland County	63
	Stephens County	1

TOTAL: 300

The totals reflect the # INCIDENTS each STATION was assigned. Only REVIEWED incidents included.



Ranger Fire Dept

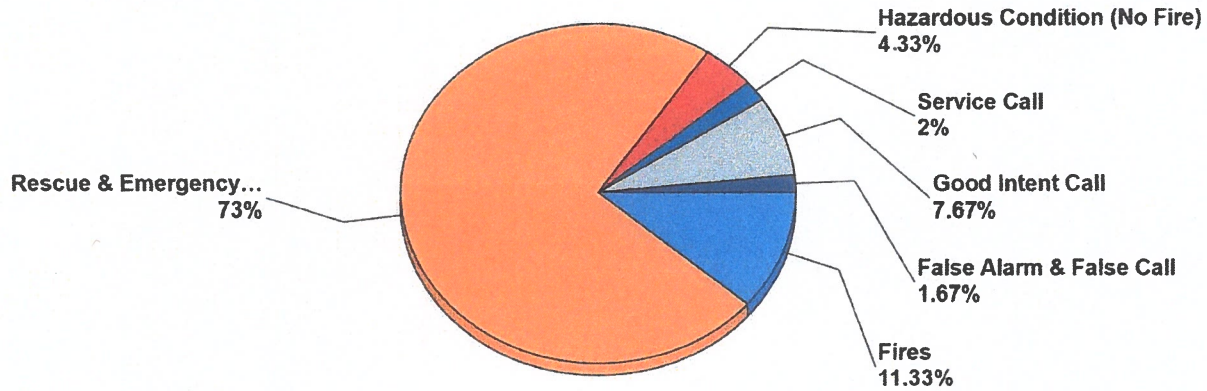
Ranger, TX

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2021 | End Date: 12/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	34	11.33%
Rescue & Emergency Medical Service	219	73%
Hazardous Condition (No Fire)	13	4.33%
Service Call	6	2%
Good Intent Call	23	7.67%
False Alarm & False Call	5	1.67%
TOTAL	300	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.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	8	2.67%
112 - Fires in structure other than in a building	1	0.33%
118 - Trash or rubbish fire, contained	2	0.67%
120 - Fire in mobile prop. used as a fixed struc., other	1	0.33%
131 - Passenger vehicle fire	4	1.33%
132 - Road freight or transport vehicle fire	2	0.67%
137 - Camper or recreational vehicle (RV) fire	1	0.33%
140 - Natural vegetation fire, other	1	0.33%
142 - Brush or brush-and-grass mixture fire	1	0.33%
143 - Grass fire	11	3.67%
151 - Outside rubbish, trash or waste fire	1	0.33%
154 - Dumpster or other outside trash receptacle fire	1	0.33%
311 - Medical assist, assist EMS crew	83	27.67%
321 - EMS call, excluding vehicle accident with injury	2	0.67%
322 - Motor vehicle accident with injuries	22	7.33%
323 - Motor vehicle/pedestrian accident (MV Ped)	3	1%
324 - Motor vehicle accident with no injuries.	106	35.33%
331 - Lock-in (if lock out , use 511)	1	0.33%
352 - Extrication of victim(s) from vehicle	1	0.33%
360 - Water & ice-related rescue, other	1	0.33%
412 - Gas leak (natural gas or LPG)	1	0.33%
440 - Electrical wiring/equipment problem, other	4	1.33%
444 - Power line down	5	1.67%
445 - Arcing, shorted electrical equipment	3	1%
511 - Lock-out	1	0.33%
551 - Assist police or other governmental agency	3	1%
553 - Public service	1	0.33%
561 - Unauthorized burning	1	0.33%
600 - Good intent call, other	2	0.67%
611 - Dispatched & cancelled en route	7	2.33%
622 - No incident found on arrival at dispatch address	2	0.67%
631 - Authorized controlled burning	1	0.33%
651 - Smoke scare, odor of smoke	11	3.67%
700 - False alarm or false call, other	1	0.33%
733 - Smoke detector activation due to malfunction	1	0.33%
735 - Alarm system sounded due to malfunction	3	1%
TOTAL INCIDENTS:	300	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 POLICE DEPARTMENT

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

Monthly Report November 2021

- Police Officer Activity: 479
- Security Check/ Extra Patrol: 300
- Reports Generated: 28
- Calls for Service: 179
- 911 hang up, Info, Welfare, Alarms, Civil, Agency Assist, Citizen Assist etc-90
- Domestic/Disturbances-11
- Burglaries/Crim Mischf/Theft -22
- Harassment/Trespass/Prowler/Susp person/veh- 30
- Noise Complaints-6
- Accidents-9
- Animal complaint-11
- Juvenile Complaints-0
- Citations: 43
with 2 Citations issued for Animal City Ordinance Violations
- Warnings: 11



RANGER POLICE DEPARTMENT

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

November 2021 Animal Shelter Report

Animal Control Officer Impound- 11

Impound By Police-0

Adopted- 9

Foster Homes-0

Left In Shelter-1

Returned to Owner- 4

Euthanized-2

ACO Notes

Animals were taken care of daily including weekends. Shelter was cleaned and maintained. 9 dogs were adopted to Grapevine Animal Services. 1 skunk was trapped at a residence at the request of the homeowner and it was released elsewhere. Took care of a snake complaint. Police Department issued several citations for Animal Control Ordinance Violations

PUBLIC WORKS DIRECTOR MONTHLY REPORT for November, 2021

TO RANGER CITY COUNCIL

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

WATER

We had 91 work orders completed this month. 40 feet of 2" line was replaced on Pecan Street. There were several meter box repairs done.

WASTEWATER

We ran 2.958 MG through the wastewater treatment plant in the month of October for an average of 0.098 MGD. Andrew and crew are trying to clean out some sewer lines in the area of Tiffin and Garrett Streets that have not been used in several years. This includes jetting the line, possibly doing some repairs and rehabbing a manhole or two. 9 other manholes were rehabbed and sewer line off of Lawrence street was finished up.

Roads

Joey and Mike worked on Sunset Street. He cut the trees back to fence line. This took him about 3-4 days. He will take either the backhoe or mini-excavator and get the stumps left behind. He will pick up the wind row and haul it off. He also is working on Lakeside drive to accomplish the same thing. Eventually the road itself is next to be redone on both of these two roads. We just ask the citizens of Ranger to please avoid the roads he is working on with this mower (cutter) as it throws the cutting about 80 to 100 feet through the air. Branches on Clay Street were trimmed back and some holes were filled in.

Sanitation

Water Line Project

Contractors are nearly done. Some chemical lines need to be hooked up and tested for leaks. A walk through is planned for tomorrow.
