



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, August 28, 2023 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects will be discussed, to wit:

Agenda Item 01: Call to Order- Mayor Robinson

Roll Call/Quorum Check

Invocation of Prayer

Pledge of Allegiance to the United States Flag

Pledge of Allegiance to the Texas Flag

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

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

Agenda Item 04: Discuss/Consider: approval of the city council meeting minutes for the regular meeting on August 14, 2023 and called meeting on August 21, 2023.

Agenda Item 05: Discuss: CDV21-0298 valve and hydrant project update.

Agenda Item 06: Discuss/Consider: an Ordinance of the City of Ranger, Texas, closing, abandoning, and conveying a portion of street right-of-way commonly known as Young Street and Dorsey Avenue West of Terrell Avenue and certain adjacent alleyways; authorizing conveyance to abutting property owners in proportion to abutting ownership; and providing for related matters.

Agenda Item 07: Discuss: a draft ordinance of the City of Ranger, Texas repealing and replacing Ordinance No. 120803-1; adopting regulations concerning junked vehicles within the city; providing for notice and abatement; providing provisions regarding abandoned motor vehicles; providing for abatement by owner or city; providing a penalty; providing severability and repealer clauses; and providing an effective date.

Agenda Item 08: Discuss/Consider: approving a proposed draft budget for fiscal year 2023-2024.

Agenda Item 09: Discuss/Consider: approving the Republic Services sanitation contract.

Agenda Item 10: Discuss/Consider: approving Resolution No. 2023-08-28-S: 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 Commerce Street to the Ranger Willow Park for a Roaring Ranger Day Parade on September 16, 2023 sponsored by the Ranger Historical Preservation Society.

Agenda Item 11: Discuss: funding and future support of the Roaring Ranger Day Parade and the Annual Christmas Parade.

Agenda Item 12: Discuss/Consider: Convene into executive session pursuant to Section 551.071, Texas Government Code, and Texas Professional Rules of Disciplinary Conduct to consult with legal counsel regarding Cause No. CV2246534, Ranger Airfield Maintenance Foundation vs. City of Ranger, in the 91st Judicial District Court, Eastland County, Texas

Agenda Item 13: Discuss/Consider: Reconvene into open session to take action as determined appropriate in the City Council’s discretion regarding Cause No. CV2246534, Ranger Airfield Maintenance Foundation vs. City of Ranger, in the 91st Judicial District Court, Eastland County, Texas.

Agenda Item 14: 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., August 25, 2023 and remained posted for 72 hours preceding the scheduled time of the meeting.

Somer Lee

Somer Lee, City Secretary

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

NOTICE OF ASSISTANCE

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

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



CITY OF
RANGER

REGULAR MEETING MINUTES

A Regular Meeting of the Governing Body of the City of Ranger, Texas, was held on **Monday, August 14, 2023 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects were discussed, to wit:

COUNCIL MEMBERS AND CITY STAFF PRESENT:

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

Agenda Item 01: Call to Order- Mayor Robinson

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

Agenda Item 02: Citizen's Presentation: **1.** Bryan Rogers spoke on his concerns of junk vehicles and code enforcement throughout the city. **2.** Roy Rodgers gave an update on the Willow Park Pool. There has been \$101,194.72 raised for the pool. He stated that he hopes to be able to work with the city to help find funding for the pool to get the project done.

Agenda Item 03: Announcements from City Council or Staff- **1.** City Manager, Savannah Fortenberry, stated that the city is still under stage 1 of the drought contingency plan. She also informed that stage 2 could occur soon if the levels continue to decrease. If and when stage 2 occurs there will be a 20% reduction in water usage for the city. **2.** Mayor Robinson, announced that she signed a proclamation for God, Family, and Country Day. This event is to be held September 16th, 2023 from 8:00am until 6:00pm at 500 W. Loop 254, hosted by Cliff Lindsey.

Agenda Item 04: Discuss/Consider: approval of the city council meeting minutes for the regular meeting on July 24, 2023.

*Motion made by Commissioner Sigler to approve the minutes for the regular meeting on July 24, 2023 and 2nd by Commissioner Erwin. **All Ayes and Motion Passed.**

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

*No directors present from the Eastland County Water Supply District. **No Action Taken.**

Agenda Item 06: Discuss/Consider: CDV21-0298 valve and hydrant grant project update.

*City Manager, Savannah Fortenberry, informed that all valves have been installed for a total of 20. There have been 13 hydrants installed at this point with 2 remaining. After the last 2 are installed, the cleanup process will begin and the project will be completed. **No Action Taken**

Agenda Item 07: Discuss/Consider: existing junk vehicle Ordinance No. 120803-1.

*City Manager, Savannah Fortenberry, stated that the existing junk vehicle Ordinance No. 120803-1 is currently being revamped and there will be a draft of the new ordinance provided at the next meeting. **No Action Taken.**

Agenda Item 08: Discuss/Consider: setting a called meeting for the 2023-2024 proposed tax levy and budget.

*Council agreed on a date of August 21, 2023 at 3:00pm for a called meeting for the 2023-2024 proposed tax levy and budget.

*Motion made by Commissioner Sigler to approve setting a called meeting for the 2023-2024 proposed tax levy and budget and 2nd by Commissioner McGinnis. **All Ayes and Motion Passed.**

Agenda Item 09: Discuss/Consider: Eastland County Water Supply District explanation of accounts and restrictions.

*City Manager, Savannah Fortenberry, stated that the document in the packet explaining the accounts and restrictions was provided by the ECWSD. She offered to answer any questions if there were any. **No Action Taken.**

Agenda Item 10: Discuss/Consider: approving the audit services proposal for fiscal year end 2022 from Caroline McLane, CPA.

*Motion made by Commissioner Erwin to approve the audit services proposal for fiscal year end 2022 from Caroline McLane, CPA and 2nd by Commissioner Sigler. **All Ayes and Motion Passed.**

Agenda Item 11: Discuss/Consider: approving the audit services proposal for fiscal year end 2023 from Caroline McLane, CPA.

*Motion made by Commissioner McGinnis to approve the audit services proposal for fiscal year end 2023 from Caroline McLane, CPA and 2nd by Commissioner Erwin. **All Ayes and Motion Passed.**

Agenda Item 12: Discuss/Consider: permanently closing a portion of Young Street and Dorsey Avenue, west of Terrell Avenue by Texas Special Warranty Deed; abandoning block 24 lots 1-6 and block 25 lots 1-4 from the Miss E. Burgers Second Addition, Town of Ranger, Eastland County, Texas as per the Official plat of said addition filed of record in Slide 166.

*City Manager, Savannah Fortenberry, informed that the city is still waiting on further information from the city attorney to be able to move forward. Mr. Combs stated that the letter requested by council from the Texas Veterans Land Board could not be obtained, nor could the special warranty deed. He said that the land is owned by an individual and he would like for the survey to reflect closure of said streets and blocks with no easement. He also stated that he would like to have water access to more than one lot, but not all lots, further down the line if possible. Ms. Fortenberry suggested that the council retrieve contingency of legality from the city attorney before moving forward with this matter.

*Motion made by Commissioner Erwin to approve moving forward with the abandonment request contingent upon legal review from the city attorney and 2nd by Commissioner McGinnis. **All Ayes and Motion Passed.**

Agenda Item 13: Discuss/Consider: Consent Items; the Approval of Monthly Department Reports:

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

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

Agenda Item 14: Discuss/Consider: Adjournment- 6:09p.m.

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

These minutes were approved on the 28th day of August, 2023

CITY OF RANGER, TEXAS

Terry Robinson, Mayor

ATTEST:

Somer Lee, City Secretary



CALLED MEETING MINUTES

A Called Meeting of the Governing Body of the City of Ranger, Texas, was held on **Monday, August 21, 2023 at 3:00 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects were discussed, to wit:

COUNCIL MEMBERS AND CITY STAFF PRESENT:

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

Agenda Item 01: Call to Order- Mayor Robinson
Roll Call/Quorum Check- City Secretary, Somer Lee

Agenda Item 02: Citizen's Presentation: None.

Agenda Item 03: Discuss/Consider: Budget Workshop: approving a proposed budget for fiscal year 2023-2024.

*City Manager, Savannah Fortenberry, presented the proposed 2023-2024 budget to the City Commission. **No Action Taken.**

Agenda Item 04: Discuss/Consider: proposed tax levy.

*City Manager, Savannah Fortenberry, announced the 2023 tax rates to the Commission. The 2023 voter approval tax rate of \$0.664442/\$100 was agreed upon.

*Motion made by Commissioner Sigler to approve the 2023 voter approval tax rate and 2nd by Commissioner McGinnis. **Ayes: Sigler, McGinnis, Sigler, Robinson; Nay: Erwin; Motion Passed.**

Agenda Item 05: Discuss/Consider: current fee schedule.

* **No Action Taken.**

Agenda Item 06: Discuss/Consider: setting a called meeting for the public hearing and 1st reading of budget and tax rate.

*Discussion was held regarding setting a date and time for the public hearing and 1st reading of the budget and tax rate. A meeting date was scheduled for September 11th at 5:30pm.

*Motion made by Commissioner McGinnis to accept the date and time for the public hearing and 1st reading of the budget and tax rate and Commissioner Sigler 2nd the motion. **All Ayes and Motion Passed.**

Agenda Item 07: Discuss/Consider: Adjournment- 5:14 PM

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

These minutes were approved on the 28th day of August, 2023

CITY OF RANGER, TEXAS

Terry Robinson, Mayor

ATTEST:

Somer Lee, City Secretary



August 22, 2023

CDV21 0298 Grant

Valve and Hydrant Project Update

Contractors started the project on July 11, 2023. As of August 18, 2023, the last hydrant was installed for the project. The valve and hydrant installations are complete. Overall, there were 20 valves and 15 hydrants installed throughout the city. The Contractors will be working on cleanup and finalizing the installs of each valve and hydrant. The installation of the hydrants and valves provided an upgrade and allows the city to better maintain our infrastructure. Thank you for your patience throughout the process.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF RANGER, TEXAS, CLOSING, ABANDONING, AND CONVEYING A PORTION OF STREET RIGHT-OF-WAY COMMONLY KNOWN AS YOUNG STREET AND DORSEY AVENUE WEST OF TERREL AVENUE AND CERTAIN ADJACENT ALLEYWAYS UPON CERTAIN CONDITIONS BEING MET; AUTHORIZING CONVEYANCE TO ABUTTING PROPERTY OWNERS IN PROPORTION TO ABUTTING OWNERSHIP; PROVIDING FINDINGS OF FACT; AUTHORIZING CONVEYANCE OF SUCH ABANDONED STREET RIGHT-OF-WAY BY SPECIAL WARRANTY DEED; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the street rights-of-way as shown in Exhibit A, commonly known as Young Street and Dorsey Avenue west of Terrel Avenue, and certain adjacent alleyways further described in Section 2, are surplus and not necessary for use by the City, the general public, or the landowners adjacent thereto as an alley or street;

WHEREAS, Chapt. 272, *Tex. Loc. Gov't Code*, authorizes political subdivisions to sell and convey rights-of-way to abutting owners in proportion to abutting ownership at an appraised fair market value;

WHEREAS, the City has established the fair market value of the above-described street right-of-way as being \$ _____ per square foot; and,

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are incorporated into this Ordinance as findings of fact by the City Council of Ranger, Texas.

Section 2. Right-of-Way. The right-of-way commonly known as Young Street and Dorsey Avenue west of Terrel Avenue, located in Ranger, Eastland County, Texas, as more particularly shown in the plat filed in _____ of the Official Public Records of Eastland County, Texas, being that portion of Young Street abutting Block 24, Block 17, Block 16, and Block 25; and that portion of Dorsey Street abutting Block 24 and Block 25, including the intersection of Young Street and Dorsey Avenue, and any alleyways contained therein, as shown in Exhibit A attached hereto and incorporated herein for all purposes (the "Property" or "street right-of-way"), shall be permanently closed, vacated, and abandoned by the City and the general public upon the conditions set forth in Section 3(b) being met.

Section 3. Consideration and Authorization to Execute Special Warranty Deed.

(a) The Mayor and the City Secretary be and are hereby authorized, empowered, instructed and directed to execute a special warranty deed or deeds, from time to time, in a

form substantially similar to that set forth in **Exhibit B**, conveying the rights and interests of the City in the Property to abutting property owners, in proportion to their ownership of the abutting property; provided that the abutting property owner pays the City the amounts set forth in Section 3(b) and provided further that an owner in fee of abutting property may, by a written notarized instrument, release and assign his or her right to purchase a portion of the street right-of-way to any other owner of property that abuts such street right-of-way, in a form substantially similar to that set forth in **Exhibit C** (the "Release"), thereby authorizing the City to convey such interest to such assignee.

(b) The closure, vacation, and abandonment of the street right-of-way shall be effective upon the purchase price being paid for the Property, which shall be \$_____ per square foot, as well as the payment of any surveying fees, and a proportionate amount of attorneys' fees related to drafting and reviewing documents necessary to convey the Property.

(c) Upon payment of such fees and the execution and filing of a Release in the county real property records, as necessary, and the execution of such deed by the City, such deed shall be and become a valid and binding act and deed of the City of Ranger, Texas.

Section 4. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage.

Section 6. Open Meetings. 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 public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this ____ day of _____, 20__.

PASSED AND APPROVED ON SECOND READING on this the ____ day of _____, 20__.

Attest:

THE CITY OF RANGER, TEXAS

Sommer Lee, City Secretary

Terry Robinson, Mayor

Exhibit A

(insert plat)

Exhibit C

THE STATE OF TEXAS)
)
COUNTY OF EASTLAND) **RELEASE AND ASSIGNMENT OF
) OF INTEREST IN PROPERTY**

KNOW ALL PERSONS BY THESE PRESENTS:

I/We, _____
 (“**RELEASOR(S)**”), am/are the owner(s) in fee of property that abuts the street right-of-way commonly known as Young Street and Dorsey Avenue west of Terrel Avenue, located in Ranger, Eastland County, Texas (the “**ROW**”). The City Council of the City of Ranger, Texas, has authorized conveyance of the ROW to abutting property owners in proportion to their ownership of the abutting ROW.

I/We do not wish to exercise my/our right to purchase any portion of the ROW, and I/we hereby release and assign to _____ (the “**ASSIGNEE**”), who own property abutting the ROW, any interest I/we may have to purchase a portion of the ROW in proportion to my/our ownership of abutting property, said portion more particularly described as follows:

PROPERTY:
(insert property description)

I/we hereby authorize the City of Ranger, Texas to convey the Property to the **ASSIGNEE**, subject to the reserved drainage and public utility easements.

EXECUTED at _____, _____ County, Texas, this the _____ day of 20__.

RELEASOR(S)

By: _____ (printed name)

By: _____ (printed name)

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Releasor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of ___ 20___.

Notary Public-State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Releasor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of ___ 20___.

Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

City of Ranger
City Secretary
400 W. Main Street
Ranger, Texas 76470-1219

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF RANGER, TEXAS REPEALING AND REPLACING ORDINANCE NO. 120803-1; ADOPTING REGULATIONS CONCERNING JUNKED VEHICLES WITHIN THE CITY; PROVIDING FOR NOTICE AND ABATEMENT; PROVIDING PROVISIONS REGARDING ABANDONED MOTOR VEHICLES; PROVIDING FOR ABATEMENT BY OWNER OR CITY; PROVIDING A PENALTY; PROVIDING SEVERABILITY AND REPEALER CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ranger (the "City") is a home rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution;

WHEREAS, the City Commission of the City of Ranger (the "City Commission") finds that junked vehicles that are visible from a public place or public right-of-way are detrimental to the safety and welfare of the public, tend to reduce the value of private property, invite vandalism, create fire hazards, are attractive nuisances creating hazards to the health and safety of minors, produce urban blight adverse to the maintenance and continued development of the City, and are public nuisances;

WHEREAS, Section 683.074 of the Texas Transportation Code allow a municipality to adopt procedures that conform with Subchapter E of Chapter 683 of the Texas Transportation Code "for the abatement and removal from private or public property or a public right-of-way of a junked vehicle or part of a junked vehicle as a public nuisance";

WHEREAS, pursuant to this authority, the City Commission adopted Ordinance No. 120803-1 on December 22, 2007 to regulate junked vehicles but the City Commission finds that such ordinance should be repealed and replaced with stronger and clearer language allowing the City to properly enforce against and abate junked vehicles;

WHEREAS, since Subchapters A – D of Chapter 683 of the Texas Transportation Code govern the removal and storage of abandoned motor vehicles by peace officers, the City Commission finds that the City's ordinance need not contain regulations of abandoned motor vehicles as defined by Chapter 683; and

WHEREAS, the City Commission finds that regulating and controlling junked vehicles within the City is in the best interest of the citizens of the City as such regulation prevents public nuisances and, as such, preserves and protects the public health and safety and preserves property values.

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

Section 1. Findings of Fact. The findings and recitations set out hereinabove are found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes as findings of fact.

Section 2. Definitions. The words and phrases contained herein shall have the following meanings ascribed to them unless the context clearly states otherwise:

- (a) **Abandoned Motor Vehicle.** A motor vehicle that
 - (1) Is inoperable, is more than five years old, and has been left unattended on public property for more than 48 hours;
 - (2) Has remained illegally on public property for more than 48 hours; or
 - (3) Has remained on private property without the consent of the owner or person in charge of the property for more than 48 hours.
- (b) **Antique Vehicle.** A passenger car or truck that is at least 25 years old.
- (c) **Code Enforcement Official.** A full-time employee of the City appointed by the City Commission to enforce violations of this Ordinance.
- (d) **Junked Vehicle.** A self-propelled motor vehicle that displays an expired license plate or does not display a license plate and is:
 - (1) Wrecked, dismantled or partially dismantled, or discarded; or
 - (2) Inoperable and has remained inoperable for more than:
 - (A) 72 consecutive hours, if the vehicle is on public property; or
 - (B) 30 consecutive days, if the vehicle is on private property.

The term "junked vehicle" includes a part or parts of a junked vehicle.

- (e) **Motor Vehicle Collector.** A person who
 - (1) Owns one or more antique or special interest vehicles; and
 - (2) Acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.
- (f) **Special Interest Vehicle.** A motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

Section 3. Abandoned Motor Vehicle. The City shall comply with Chapter 683 of the Texas Transportation Code, as amended, regarding the removal, storage, and disposal of abandoned motor vehicles as that term is defined herein.

Section 4. Offense.

- (a) A person commits an offense if the person maintains a junked vehicle.
- (b) An offense under this Section is a misdemeanor punishable by a fine not to exceed \$200.00, pursuant to Transportation Code Sec. 683.073(b).
- (c) The Ranger Municipal Court shall order abatement and removal of the nuisance after conviction under this Section.

Section 5. Authority; Procedures.

(a) The City shall abate and remove from private property or a public right-of-way a junked vehicle as a public nuisance in accordance with the definitions, provisions, and procedures contained in this Ordinance.

(a) The Code Enforcement Official is hereby authorized to enforce the provisions of, and to administer the procedures established in, this Ordinance. The Code Enforcement Official are hereby authorized to enter private property to examine a junked vehicle, to obtain information to identify the junked vehicle, and to remove or direct the removal of the junked vehicle.

(c) The Ranger Municipal Court may issue necessary orders to enforce these procedures.

Section 6. Notice.

(a) After determining that a junked vehicle exists on private property or a public right-of-way in violation of this Ordinance, the Code Enforcement Official shall send a notice to abate by certified mail, return receipt requested to:

- (1) The last known registered owner of the junked vehicle;
- (2) Each lienholder of record of the junked vehicle; and
- (3) The owner or occupant of the property on which the junked vehicle is located, or, if the junked vehicle is located on a public right-of-way, the owner or occupant of the property adjacent to the right-of-way.

(b) The notice must state that:

(1) The junked vehicle must be abated and removed by the person receiving the notice not later than the 10th day after the date on which the notice was mailed;

(2) The person receiving the notice may request a hearing before the 10-day period expires; and

(3) If the junked vehicle is not removed within that 10-day period and a hearing is not requested by the person receiving the notice, the City will proceed in removing the junked vehicle.

(c) If the post office address of the last known registered owner of the junked vehicle is unknown, notice may be placed on the nuisance or, if the owner is located, hand delivered.

(d) If notice is returned undelivered, action to abate the nuisance shall be continued to a date not earlier than the 11th day after the date of the return.

Section 7. Hearing; Order.

(a) The Judge of the Ranger Municipal Court is hereby designated as the official to conduct hearings according to the procedures adopted in this Ordinance.

(b) If a hearing is requested by a person to whom notice is required to be sent under Section 6(a), the hearing shall be held not earlier than the 11th day after the date of the service of the notice.

(c) At the hearing, the junked vehicle is presumed, unless demonstrated otherwise by the owner, to be inoperable.

(d) If the Judge determines that the vehicle or vehicle part in question is a junked vehicle, the Judge shall order that the vehicle be removed by the owner within ten (10) days. If the information is available at the location of the vehicle, the order shall also include the vehicle's description, vehicle identification number, and license plate number.

(e) If the Judge determines that the vehicle or vehicle part in question is not a junked vehicle, the proceeding shall be dismissed.

(f) If a person to whom notice is sent under Section 6(a) does not request a hearing within the time frame specified in Section 6(b)(2), the Code Enforcement Official may apply to the Judge for an order described in Section 7(d) allowing the City to remove the junked vehicle without the necessity of holding a hearing.

Section 8. Abatement by City.

If the owner of a junked vehicle does not comply with an order described by Section 7(d) within the time frame stated in the order or if the Code Enforcement Official obtains an

order under Section 7(f), the Code Enforcement Official may take action to abate and remove the nuisance.

Section 9. Junked Vehicle Disposal.

(a) A junked vehicle may be removed to a scrap yard, a motor vehicle demolisher, or a suitable site operated by the City.

(b) The City may operate a disposal if the City Commission determines that commercial disposition of junked vehicles is not available or is inadequate. The City may finally dispose of a junked vehicle or transfer it to another disposal site if the disposal is scrap or salvage only.

Section 10. Relocation or Reconstruction of Vehicle.

(a) Relocation of a junked vehicle to another location in the City by the owner or another person after a notice under Section 6 has been sent does not stop or delay enforcement of this Ordinance if the junked vehicle constitutes a nuisance at the new location.

(b) After a junked vehicle has been removed by the owner or another person subject to an order described by Section 7(d), the owner or other person shall not reconstruct the vehicle or make it operable.

Section 11. Notice to Department of Transportation.

The Code Enforcement Official shall give notice of the removal of the junked vehicle to the Texas Department of Transportation identifying the junked vehicle within five (5) days after the date of removal.

Section 12. Inapplicability.

This Ordinance does not apply to a vehicle or vehicle part:

(a) That is completely enclosed in a building in a lawful manner and is not visible from the street or other public or private property; or

(b) That is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or that is an antique or special interest vehicle stored by a motor vehicle collector on the collector's property, if the vehicle part and the outdoor storage area, if any, are:

- (1) Maintained in an orderly manner;
- (2) Not a health hazard; and

(3) Screened from ordinary public view by appropriate means, including a fence or rapidly growing trees or shrubbery.

Section 13. Repeal. Ordinance No. 120803-1, adopted on December 22, 2003, is hereby repealed. All other ordinances or parts thereof in conflict herewith are hereby repealed to the extent of such conflict only.

Section 14. Severability. It is hereby declared to be the intention of the City Commission that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, Paragraphs and section of this Ordinance, since the same would have been enacted by the City Commission without the incorporation of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 15. Effective Date. This Ordinance shall take effect immediately upon its approval and passage and after publication as required by law.

Section 16. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED ON FIRST READING on this ___ day of _____, 2023.

PASSED, APPROVED, AND ADOPTED ON SECOND READING on this the ___ day of _____, 2023.

ATTEST:

THE CITY OF RANGER, TEXAS

Sommer Lee, City Secretary

Terry Robinson, Mayor

REVENUES	GENERAL FUND		Current Budgeted	Projected Budget 2022-2023		2023-2024 Proposed
100607	Pool Admissions		\$ -	\$ -		\$ -
100608	Pool Concessions		\$ -	\$ -		\$ -
100402	Municipal Court Fines		\$ 75,000.00	\$ 65,893.53		\$ 66,000.00
100403	Court Security Fund		\$ -	\$ -		\$ -
100404	Court Technology Fund		\$ -	\$ -		\$ -
100405	Permits/License Fees		\$ 150.00	\$ 624.55		\$ 750.00
100406	Records Preservation Fee		\$ 40.00	\$ 87.00		\$ 90.00
100407	Birth Certs		\$ 775.00	\$ 869.00		\$ 850.00
100408	Death Certs		\$ 50.00	\$ 53.00		\$ 55.00
100409	Cemetery Lot Sales		\$ 2,700.00	\$ 8,274.00		\$ 6,750.00
100410	Cemetery Lot Location Fees		\$ 200.00	\$ 561.00		\$ 600.00
100411	Community Center Rental		\$ 650.00	\$ 1,101.00		\$ 1,200.00
100412	EMS County Subsidy		\$ 21,000.00	\$ 21,000.00		\$ 28,500.00
100413	EMS Fees		\$ 125,000.00	\$ 138,859.29		\$ 150,000.00
100414	Federal Fuel Tax Refund		\$ 4,000.00	\$ 4,318.53		\$ 4,500.00
100415	Office Supplies - Income		\$ 275.00	\$ 351.27		\$ 300.00
100416	PILOT Funds		\$ 18,000.00	\$ -		\$ 15,000.00
100417	Airport Electricity Reimbursement		\$ 1,700.00	\$ 1,700.00		\$ 3,000.00
100418	Cell Tower Lease		\$ 15,000.00	\$ 15,000.00		\$ 15,000.00
100419	Real Property Leases		\$ -	\$ -		\$ -
100420	Franchise Fees		\$ 110,000.00	\$ 125,000.00		\$ 125,000.00
100421	Drug Seizure Income		\$ -	\$ -		\$ -
100422	Sales Tax (State)		\$ 475,000.00	\$ 481,069.06		\$ 400,000.00
100424	Ad V/ Property Tax		\$ 468,850.00	\$ 465,938.17		\$ 500,000.00
100425	Interest Earned		\$ 1,000.00	\$ 5,293.68		\$ 5,200.00
100600	Donations		\$ -	\$ -		\$ -
100600	Grant Revenue		\$ -	\$ -		\$ -
100601	PD Step Grant Reimbursement		\$ -	\$ -		\$ -
100602	Sale of Materials		\$ -	\$ -		\$ -
100603	Sale of Assets		\$ 1,000.00	\$ -		\$ 1,000.00
100604	Sale of Real Property		\$ -	\$ -		\$ -
100605	Misc Revenue		\$ 1,000.00	\$ -		\$ 1,000.00
100606	Loan from Utility Fund		\$ -	\$ -		\$ -
100426	Contingency		\$ 121,920.70	\$ 24,348.03		\$ 209,288.53
100437	Transfer from Utility		\$ 516,093.38	\$ 400,000.00		\$ 566,300.10
	Total Revenue		\$ 1,959,404.08	\$ 1,760,341.10		\$ 2,100,383.63
EXPENSES						
Admin						
110500	Salaries and Wages		\$ 112,254.55	\$ 125,358.23		\$ 113,300.00
110501	Retirement Gift		\$ -	\$ -		\$ -
110499	Longevity Pay		\$ -	\$ -		\$ 475.00
	TMRS	Current 6.88%	\$ 7,723.11	\$ -	6.93%	\$ 7,851.69
	Social Security	Current 7.65%	\$ 8,587.47	\$ -	7.65%	\$ 8,667.45
	Unemployment	Current 1.0%	\$ 1,122.55	\$ -	1.00%	\$ 1,133.00
100525	Health Insurance		\$ 14,364.00	\$ 17,953.92		\$ 17,957.76
100530	TML IRP Insurance		\$ 1,250.00	\$ 6,473.25		\$ 5,787.03
110531	Life Insurance		\$ 452.40	\$ 409.09		\$ 495.60
110532	Commissioner Stipend		\$ 1,300.00	\$ 1,200.00		\$ 1,500.00
110533	WC for Volunteers/Commissioners		\$ 56.00	\$ 61.09		\$ 56.00
110540	Postage		\$ 500.00	\$ 59.37		\$ 500.00
110541	Office Supplies		\$ 2,500.00	\$ 3,222.53		\$ 3,000.00
110542	Janitorial Supplies		\$ 1,500.00	\$ 136.77		\$ 1,200.00
110543	Operating Supplies		\$ 750.00	\$ 393.91		\$ 750.00
110545	Fuel		\$ 1,500.00	\$ 794.30		\$ 1,500.00
110550	Rental/Lease of Equip		\$ 4,000.00	\$ 5,132.73		\$ 5,000.00

REVENUES	GENERAL FUND		Current Budgeted	Projected Budget 2022-2023		2023-2024 Proposed
120531	Life Insurance		\$ 1,131.00	\$ 1,030.78		\$ 1,239.00
120600	WC for Reserve Officers		\$ 5.41	\$ -		\$ 6.31
120540	Postage		\$ 700.00	\$ 567.20		\$ 700.00
120541	Office Supplies		\$ 1,250.00	\$ 517.88		\$ 1,000.00
120543	Operating Supplies		\$ 1,000.00	\$ 1,970.91		\$ 1,000.00
120300	Uniforms		\$ 3,000.00	\$ 2,310.84		\$ 5,500.00
120301	Minor Tools		\$ 250.00	\$ 72.07		\$ 500.00
120545	Fuel		\$ 14,000.00	\$ 19,782.75		\$ 18,250.00
120303	Medical Expense		\$ 500.00	\$ -		\$ 500.00
120550	Equipment Rental		\$ 2,500.00	\$ -		\$ 2,500.00
120551	Maintenance of Building		\$ 500.00	\$ 533.19		\$ 500.00
120553	Maintenance of Auto's		\$ 7,000.00	\$ 9,805.63		\$ 9,000.00
120302	Maintenance of Radio		\$ 250.00	\$ 594.55		\$ 250.00
120304	Maint Other		\$ 250.00	\$ 589.09		\$ 250.00
120560	Grant Expense		\$ -	\$ -		\$ -
120188	Vehicle		\$ -	\$ -		\$ 40,000.00
120578	Auto Equip		\$ 2,500.00	\$ 149.48		\$ 2,500.00
120309	Jail Expenses		\$ 500.00	\$ -		\$ 500.00
120561	Office Equip		\$ -	\$ -		\$ 500.00
120305	Police Equip		\$ 250.00	\$ 5,453.78		\$ 3,000.00
120565	Professional Services		\$ 8,500.00	\$ 14,034.45		\$ 27,084.00
120306	Court Costs		\$ 30,000.00	\$ 22,029.29		\$ 25,000.00
120568	Adv		\$ -	\$ -		\$ -
120307	Insp/Cert Fees		\$ 500.00	\$ -		\$ 500.00
120308	Drug Seizure Exp		\$ -	\$ -		\$ 1,000.00
120580	Dues		\$ 250.00	\$ -		\$ 250.00
120581	School Tuition		\$ 3,000.00	\$ 545.45		\$ 2,500.00
120583	Travel		\$ 1,000.00	\$ -		\$ 2,000.00
120584	Communication		\$ 3,000.00	\$ 2,750.95		\$ 2,850.00
120585	Electricity		\$ 2,700.00	\$ 2,366.32		\$ 2,600.00
120586	Gas		\$ 1,000.00	\$ 880.31		\$ 1,000.00
	Total Police		\$ 401,649.07	\$ 415,080.83		\$ 489,826.06
Animal Control						
121500	Salaries		\$ 34,278.40	\$ 39,359.96		\$ 26,780.00
121510	Overtime		\$ 10,000.00	\$ 7,309.90		\$ 10,000.00
121499	Longevity Pay		\$ -	\$ -		\$ 100.00
	TMRS	Current 6.88%	\$ 3,046.35	\$ -	6.93%	\$ 2,548.85
	Social Security	Current 7.65%	\$ 3,387.30	\$ -	7.65%	\$ 2,813.67
	Unemployment	Current 1.0%	\$ 442.79	\$ -	1.00%	\$ 367.80
121525	Health Insurance		\$ 7,182.00	\$ 3,277.75		\$ 8,978.88
121530	TML IRP Insurance		\$ 2,500.00	\$ 6,473.25		\$ 5,787.03
121531	Life Insurance		\$ 226.20	\$ 215.45		\$ 247.80
121541	Office Supplies		\$ 250.00	\$ 8.87		\$ 250.00
121543	Operating Supplies		\$ 700.00	\$ 293.65		\$ 700.00
121310	Chemical Supplies		\$ 250.00	\$ 432.03		\$ 500.00
121300	Uniforms		\$ 500.00	\$ 148.69		\$ 500.00
121301	Minor Tools		\$ 250.00	\$ -		\$ 250.00
121545	Fuel		\$ 2,500.00	\$ 1,178.38		\$ 1,250.00
121551	Maintenance of Building		\$ 2,500.00	\$ 52.59		\$ 2,000.00
121553	Maintenance of Auto's		\$ 1,200.00	\$ 1,128.39		\$ 1,200.00
121578	Auto Equipment		\$ -	\$ -		\$ -
121312	Shop Equipment		\$ 300.00	\$ -		\$ 300.00
121307	Inspection/Certification		\$ 150.00	\$ -		\$ 150.00
121303	Medical Expenses		\$ 2,500.00	\$ 267.27		\$ 1,750.00
121581	School Tuition		\$ 600.00	\$ -		\$ 700.00

REVENUES	GENERAL FUND		Current Budgeted	Projected Budget 2022-2023		2023-2024 Proposed
121583	Travel		\$ 500.00	\$ -		\$ 700.00
121584	Communications		\$ 600.00	\$ 1,023.56		\$ 1,050.00
121585	Electricity		\$ 3,000.00	\$ 3,175.70		\$ 3,150.00
	Total ACO		\$ 76,863.04	\$ 64,345.44		\$ 72,074.03
Court						
125500	Salaries		\$ 52,874.43	\$ 69,679.49		\$ 71,106.26
125525	Health Insurance		\$ 7,182.96	\$ 7,211.04		\$ 8,978.88
125499	Longevity Pay		\$ -	\$ -		\$ 755.00
	TMRS	Current 6.88%	\$ 3,637.76	\$ -	6.93%	\$ 4,927.66
	Social Security	Current 7.65%	\$ 4,044.89	\$ -	7.65%	\$ 5,439.63
	Unemployment	Current 1.0%	\$ 528.75	\$ -	1.00%	\$ 711.06
125530	TML IRP Insurance		\$ 300.00	\$ 6,473.24		\$ 5,787.03
125531	Life Insurance		\$ 226.20	\$ 283.04		\$ 247.80
125541	Office Supplies		\$ 1,000.00	\$ 252.68		\$ 1,100.00
125581	Training		\$ 1,000.00	\$ 1,352.73		\$ 2,000.00
125565	Professional Services		\$ -	\$ 6,416.51		\$ 6,500.00
125200	Court Technology		\$ 1,700.00	\$ -		\$ 1,700.00
125201	Court Security		\$ 500.00	\$ -		\$ 500.00
125574	Liability Insurance Bond		\$ 175.00	\$ -		\$ 175.00
125580	Dues		\$ 100.00	\$ 2,462.33		\$ 100.00
125583	Travel		\$ 1,000.00	\$ 409.69		\$ 1,500.00
125585	Electricity		\$ 800.00	\$ 667.44		\$ 800.00
	Total Court		\$ 75,069.99	\$ 95,208.19		\$ 112,328.33
Fire/EMS						
130500	Salaries		\$ 251,796.27	\$ 117,669.67		\$ 250,039.50
130510	Overtime		\$ -	\$ 184,399.45		\$ -
130499	Longevity Pay		\$ -	\$ -		\$ 1,255.00
130512	Contract Labor		\$ 2,000.00	\$ 1,603.64		\$ 2,000.00
	TMRS	Current 6.88%	\$ 17,323.58	\$ -	6.93%	\$ 17,327.74
	Social Security	Current 7.65%	\$ 19,262.41	\$ -	7.65%	\$ 19,128.02
	Unemployment	Current 1.0%	\$ 2,517.97	\$ -	1.00%	\$ 2,500.40
130525	Health Insurance		\$ 28,731.84	\$ 23,749.91		\$ 35,915.52
130530	Tml IRP Insurance		\$ 13,250.00	\$ 6,473.24		\$ 5,787.03
130531	Life Insurance		\$ 904.80	\$ 873.08		\$ 991.20
130280	WC for Vol FireFighters		\$ 3,500.00	\$ -		\$ -
130540	Postage		\$ 100.00	\$ 79.09		\$ 100.00
130541	Office Supplies		\$ 2,000.00	\$ 87.26		\$ 1,500.00
130542	Janitorial Supplies		\$ 2,000.00	\$ 908.18		\$ 1,750.00
130543	Operating Supplies		\$ 5,000.00	\$ 1,319.01		\$ 4,000.00
130205	Drug Supplies		\$ 7,000.00	\$ 11,642.83		\$ 12,000.00
130300	Uniforms		\$ 2,750.00	\$ 1,068.82		\$ 3,000.00
130301	Minor Tools		\$ 500.00	\$ -		\$ 500.00
130545	Fuel		\$ 14,000.00	\$ 15,466.31		\$ 16,000.00
130560	Grant Expense		\$ -	\$ -		\$ -
130550	Rental Lease Equipment		\$ -	\$ 3,407.97		\$ 4,000.00
130551	Maintenance of Building		\$ -	\$ 490.50		\$ 500.00
130553	Maintenance of Auto's		\$ 3,500.00	\$ 2,485.92		\$ 3,500.00
130331	Maint of Mach/Equip		\$ 500.00	\$ 4,631.98		\$ 2,000.00
130302	Maint of Radio		\$ 250.00	\$ -		\$ 250.00
130345	Maint of Other		\$ 500.00	\$ 430.08		\$ 500.00
130390	EMS Equipment		\$ 18,000.00	\$ 3,037.77		\$ 15,000.00
130565	Prof Fees		\$ 20,000.00	\$ 1,882.36		\$ 12,000.00
130307	Insp Cert Fees		\$ 3,000.00	\$ 196.36		\$ 3,500.00

REVENUES	GENERAL FUND		Current Budgeted	Projected Budget 2022-2023		2023-2024 Proposed
130574	Liability Insurance Bond		\$ 70.00	\$ -		\$ 70.00
130303	Medical Expenses		\$ 1,000.00	\$ 864.09		\$ 1,000.00
130580	Dues		\$ 650.00	\$ 218.18		\$ 6,500.00
130581	School tuition		\$ 500.00	\$ 296.16		\$ 1,000.00
130583	Travel		\$ 500.00	\$ -		\$ 1,000.00
130584	Communication		\$ 2,500.00	\$ 2,340.52		\$ 2,500.00
130585	Electricity		\$ 3,500.00	\$ 5,172.05		\$ 5,500.00
130586	Gas		\$ 3,500.00	\$ 3,533.64		\$ 3,700.00
130100	Emergency Operating Center		\$ -	\$ -		\$ -
	Fire/EMS Total		\$ 430,606.87	\$ 394,328.06		\$ 436,314.40
Street						
140500	Salaries		\$ 58,794.11	\$ 24,531.81		\$ 53,560.00
140510	Overtime		\$ 4,000.00	\$ 555.81		\$ 4,000.00
140499	Longevity Pay		\$ -	\$ -		\$ -
140512	Contract Labor		\$ 10,000.00	\$ -		\$ 5,000.00
	TMRS	Current 6.88%	\$ 4,320.23	\$ -	6.93%	\$ 3,988.91
	Social Security	Current 7.65%	\$ 4,803.75	\$ -	7.65%	\$ 4,403.34
	Unemployment	Current 1.0%	\$ 627.95	\$ -	1.00%	\$ 575.60
140525	Health Insurance		\$ 7,182.96	\$ 657.08		\$ 17,957.76
140530	Tml IRP Insurance		\$ 5,500.00	\$ 6,473.25		\$ 5,787.03
140531	Life Insurance		\$ 452.40	\$ 250.10		\$ 495.60
140541	Office Supplies		\$ -	\$ 302.57		\$ -
	WC for Volunteers		\$ 130.00			
140543	Operating Supplies		\$ 200.00	\$ 396.38		\$ 250.00
140310	Chemical		\$ 550.00	\$ -		\$ 550.00
140300	Uniforms		\$ 1,000.00	\$ 38.18		\$ 1,000.00
140301	Minor Tools		\$ 250.00	\$ 691.63		\$ 1,000.00
140545	Fuel		\$ 7,000.00	\$ 2,231.36		\$ 5,000.00
140550	Rental of Equip		\$ 1,250.00	\$ -		\$ 1,250.00
140332	Maint of Streets		\$ 24,000.00	\$ 3,741.45		\$ 24,000.00
140553	Maint of Autos		\$ 4,000.00	\$ 1,472.98		\$ 4,000.00
140331	Maint of Equipment		\$ 14,500.00	\$ 1,380.72		\$ 10,000.00
140316	Maint of Shop Equip		\$ 2,000.00	\$ 435.13		\$ 2,000.00
140317	Street Improvements		\$ 50,000.00	\$ 66.52		\$ 50,000.00
140578	Auto Equip		\$ -	\$ 1,276.36		\$ -
140330	Machine & Equipment		\$ 15,000.00	\$ 19.61		\$ 10,000.00
140312	Shop Equip		\$ -	\$ -		\$ 500.00
140580	Dues/Fees		\$ -	\$ 109.09		\$ -
140585	Electricity		\$ 30,000.00	\$ 29,290.92		\$ 30,000.00
105-40-57200	Transfer from Street Fund			\$ -		\$ -
	Street Total		\$ 245,561.40	\$ 73,920.95		\$ 235,318.24
Library						
150500	Salaries		\$ 26,480.06	\$ 28,622.78		\$ 27,272.75
150499	Longevity Pay		\$ -	\$ -		\$ 1,000.00
	TMRS	Current 6.88%	\$ 1,821.83	\$ -	6.93%	\$ 1,890.00
	Social Security	Current 7.65%	\$ 2,025.72	\$ -	7.65%	\$ 2,086.37
	Unemployment	Current 1.0%	\$ 264.80	\$ -	1.00%	\$ 272.73
150525	Health Insurance		\$ 100.00	\$ 28.08		\$ 40.50
150530	Tml IRP Insurance		\$ 150.00	\$ 6,473.23		\$ 5,787.03
150531	Life Insurance		\$ 226.20	\$ 260.51		\$ 247.80
150542	Janitorial Supplies		\$ 500.00	\$ 110.16		\$ 750.00
150543	Operating Supplies		\$ 1,300.00	\$ 1,243.93		\$ 1,350.00
150551	Maintenance of Building		\$ 1,000.00	\$ 639.91		\$ 5,000.00
150331	Maintenance of Machinery		\$ 500.00	\$ -		\$ 1,000.00

REVENUES	GENERAL FUND		Current Budgeted	Projected Budget 2022-2023		2023-2024 Proposed
150574	Liability Insurance Bond		\$ 50.00	\$ -		\$ 50.00
150581	School tuition		\$ 1,200.00	\$ -		\$ 1,500.00
150583	Travel		\$ 600.00	\$ -		\$ 700.00
150584	Communications		\$ 750.00	\$ 1,213.78		\$ 1,250.00
150585	Electricity		\$ 650.00	\$ 735.22		\$ 800.00
150586	Gas		\$ 1,500.00	\$ 2,028.92		\$ 2,050.00
				\$ -		
	Library Total		\$ 39,118.61	\$ 41,356.51		\$ 53,047.17
Cemetery						
155500	Salaries		\$ 34,214.13	\$ 39,369.62		\$ 36,335.10
155499	Longevity Pay		\$ -	\$ -		\$ 725.00
155510	Overtime		\$ 250.00	\$ -		\$ 250.00
155512	Contract Labor		\$ 5,000.00	\$ -		\$ 5,000.00
	TMRS	Current 6.88%	\$ 2,371.13	\$ -	6.93%	\$ 2,535.35
	Social Security	Current 7.65%	\$ 2,636.51	\$ -	7.65%	\$ 2,798.76
	Unemployment	Current 1.0%	\$ 344.64	\$ -	1.00%	\$ 365.85
155525	Health Insurance		\$ 7,182.96	\$ 7,211.04		\$ 8,978.88
155530	Worker Compensation		\$ 3,000.00	\$ 6,473.23		\$ 5,787.03
155531	Life Insurance		\$ 226.20	\$ 237.98		\$ 247.80
155542	Janitorial Supplies		\$ -	\$ -		\$ -
155543	Operating Supplies		\$ 1,000.00	\$ 132.79		\$ 1,000.00
155300	Uniforms		\$ 500.00	\$ 398.00		\$ 500.00
155301	Minor Tools		\$ 1,000.00	\$ 311.40		\$ 1,000.00
155545	Fuel		\$ 3,000.00	\$ 2,605.47		\$ 2,700.00
155553	Maintenance of Auto		\$ 1,500.00	\$ 682.42		\$ 1,200.00
155331	Maintenance of Machinery		\$ 1,500.00	\$ 311.26		\$ 1,200.00
155585	Electricity		\$ -	\$ -		\$ -
	Cemetery Total		\$ 63,725.57	\$ 57,733.20		\$ 70,623.77
Total Revenues			\$ 1,959,404.08	\$ 1,760,341.10		\$ 2,100,383.63
Total Expenses			\$ 1,959,404.08	\$ 1,760,341.10		\$ 2,100,383.63
Difference			\$ -	\$ (0.00)		\$ 0.00

REVENUES	UTILITY		Current Budget	Projected YE Budget 2022-2023		2023-2024 Proposed Budget
200470	Sewer Fees		\$ 580,000.00	\$ 541,443.23		\$545,000.00
200471	Water Sales		\$ 1,450,000.00	\$ 1,234,063.70		\$1,459,576.50
200472	Water Taps		\$ 2,000.00	\$ -		\$3,600.00
200473	Sewer Taps		\$ 1,500.00	\$ -		\$3,000.00
200474	Service Charges		\$ 7,000.00	\$ 4,637.62		\$5,000.00
200475	Disconnect/Reconnect Fees		\$ 10,000.00	\$ 9,771.13		\$10,000.00
200405	Permits		\$ 250.00	\$ 32.73		\$250.00
200477	Sanitation Charges		\$ 553,320.00	\$ 502,004.83		\$521,802.67
200478	Sanitation Tax		\$ 33,000.00	\$ 32,145.41		\$38,000.00
200479	Collection Station Fees		\$ 10,000.00	\$ 5,175.27		\$6,500.00
200480	Penalties		\$ 37,000.00	\$ 37,423.56		\$37,500.00
200425	Interest Earned		\$ 430.00	\$ 10,774.08		\$11,000.00
200427	Grant Revenue		\$ -	\$ 68,727.27		\$0.00
200430	Sale Assets		\$ 1,500.00	\$ -		\$1,500.00
200434	Misc Revenue		\$ 1,500.00	\$ 25,964.47		\$1,500.00
200485	Unapplied Payments		\$ 15,000.00	\$ 5,142.67		\$8,000.00
200486	Loan from General		\$ -	\$ -		\$0.00
200487	Contingency		\$ 300,000.00	\$ -		\$382,822.28
200488	Franchise Fee		\$ -	\$ -		\$0.00
	Total Revenue		\$ 3,002,500.00	\$ 2,477,305.97		\$3,035,051.45
EXPENSES						
Water Distribution						
270500	Salaries		\$ 178,097.71	\$ 186,224.52		\$177,283.60
270510	Overtime		\$ 20,000.00	\$ 34,201.89		\$30,000.00
270499	Longevity Pay		\$ -	\$ -		\$635.00
	TMRS	6.88%	\$ 13,629.12	\$ -	6.93%	\$14,364.75
	Social Security	7.65%	\$ 15,154.47	\$ -	7.65%	\$15,857.20
	Unemployment	1.00%	\$ 1,980.98	\$ -	1.00%	\$2,072.84
270512	Contract Labor		\$ 20,000.00	\$ 2,203.64		\$15,000.00
270525	Health Insurance		\$ 35,910.00	\$ 26,264.95		\$44,894.40
270530	Tml IRP Insurance		\$ 5,700.00	\$ 12,946.51		\$5,787.08
270531	Life Insurance		\$ 1,131.00	\$ 449.84		\$1,239.00
270540	Postage		\$ 2,250.00	\$ 2,817.74		\$3,000.00
270542	Janitorial Supplies		\$ 500.00	\$ 831.98		\$500.00
270543	Operating Supplies		\$ 2,000.00	\$ 8,543.03		\$2,000.00
270310	Chemical Supplies		\$ 5,000.00	\$ 3,822.25		\$5,000.00
270300	Uniforms		\$ 3,750.00	\$ 272.71		\$3,750.00
270301	Minor Tools		\$ 1,750.00	\$ 965.47		\$1,750.00
270545	Fuel		\$ 10,000.00	\$ 14,796.35		\$13,000.00
270560	Grant Expense		\$ 75,000.00	\$ 45,000.00		\$75,000.00
270186	Water Meters & Parts		\$ 5,000.00	\$ 13,796.50		\$15,000.00
270550	Rental of Equip		\$ 3,000.00	\$ 5,778.83		\$4,000.00
270551	Maint of Buildings		\$ 1,000.00	\$ 1,446.85		\$1,500.00
270187	Maint of Water System		\$ 85,000.00	\$ 69,426.16		\$85,000.00
270335	Street Repair		\$ 12,500.00	\$ 202.03		\$12,500.00
270553	Maint of Autos		\$ 12,000.00	\$ 7,763.11		\$10,000.00
270331	Maint of Machinery		\$ 12,000.00	\$ 4,256.19		\$12,000.00
270188	Vehicle		\$ 25,000.00	\$ 973.32		\$25,000.00
270171	Maintenance of Shop Equipment		\$ 500.00	\$ 41.86		\$500.00
270578	Auto Equipment		\$ -	\$ 1,365.08		\$0.00
270330	Machinery & Equip		\$ 12,500.00	\$ 39.22		\$10,000.00
270172	ECWSD		\$ 946,000.00	\$ 835,176.47		\$900,000.00
270903	Contingency		\$ 143,821.08	\$ 38,349.11		\$0.00
270901	Debt Service		\$ -	\$ -		\$0.00
270315	Liability Insurance Bonds		\$ 2,500.00	\$ -		\$1,500.00
270307	Inspections/Cert		\$ 2,500.00	\$ 245.45		\$2,500.00
270575	Legal		\$ 500.00	\$ 392.73		\$500.00
270190	Engineering		\$ 7,500.00	\$ 19,577.35		\$35,000.00
270576	Auditing		\$ 14,000.00	\$ 11,500.00		\$19,000.00
270303	Medical Expenses		\$ 250.00	\$ -		\$250.00
270579	Survey Expenses		\$ -	\$ -		\$0.00
270108	Testing Expenses		\$ 9,000.00	\$ 1,884.46		\$4,000.00
270185	Lab Sample Fees		\$ 3,000.00	\$ 10,485.19		\$11,000.00
270580	Dues		\$ 6,500.00	\$ 9,083.87		\$9,500.00
270581	School Tuition		\$ 2,000.00	\$ 799.09		\$2,500.00
270583	Travel Expenses		\$ 500.00	\$ 92.95		\$1,000.00
270584	Communication		\$ 2,700.00	\$ 3,258.35		\$3,350.00
270585	Electricity		\$ 7,500.00	\$ 9,342.46		\$9,550.00
270123	Transfer to General		\$ 164,730.00	\$ 133,333.34		\$181,074.53
	Total Water Dist.		\$ 1,873,354.36	\$ 1,517,950.80		\$1,767,358.39

REVENUES	UTILITY		Current Budget	Projected YE Budget 2022-2023		2023-2024 Proposed Budget
Wastewater						
272500	Salaries		\$ 64,571.94	\$ 59,454.62		\$59,987.20
272510	Overtime		\$ 7,500.00	\$ 7,192.70		\$7,500.00
272499	Longevity Pay		\$ -	\$ -		\$140.00
	TMRS	6.88%	\$ 4,958.55	\$ -	6.93%	\$4,676.86
	Social Security	7.65%	\$ 5,513.50	\$ -	7.65%	\$942.24
	Unemployment	1.00%	\$ 720.72	\$ -	1.00%	\$56.19
272512	Contract Labor		\$ 4,000.00	\$ 2,055.27		\$4,000.00
272525	Health Insurance		\$ 12,000.00	\$ 14,915.61		\$17,957.76
272530	Tml IRP Insurance		\$ 5,700.00	\$ 12,946.48		\$5,787.03
272531	Life Insurance		\$ 452.40	\$ 405.49		\$495.60
272118	Capital Improvements		\$ -	\$ -		\$75,000.00
272540	Postage		\$ 2,000.00	\$ 1,906.33		\$1,550.00
272542	Janitorial Supplies		\$ 500.00	\$ -		\$500.00
272543	Operating Supplies		\$ 1,000.00	\$ 3,606.03		\$2,250.00
272310	Chemical Supplies		\$ 30,000.00	\$ 32,053.64		\$35,000.00
272300	Uniforms		\$ 1,500.00	\$ 466.04		\$1,500.00
272301	Minor Tools		\$ 500.00	\$ 203.66		\$500.00
272545	Fuel		\$ 8,000.00	\$ 7,103.88		\$12,000.00
272560	Grant Expense		\$ -	\$ -		\$0.00
272550	Rental/Lease of Equip		\$ 750.00	\$ 23,073.39		\$750.00
272551	Maint of Building		\$ 1,250.00	\$ 738.36		\$1,250.00
272176	Maint - Wastewater Sys		\$ 35,000.00	\$ 34,738.19		\$35,000.00
272335	Street Repair		\$ -	\$ -		\$10,000.00
272553	Maint of Autos		\$ 4,000.00	\$ 2,705.50		\$4,000.00
272331	Maint of Machinery		\$ 12,500.00	\$ 3,023.02		\$7,500.00
272330	Machinery & Equip		\$ 25,000.00	\$ 6,908.40		\$25,000.00
272174	Wastewater Services		\$ 35,000.00	\$ 14,114.56		\$35,000.00
272901	Debt Service		\$ -	\$ -		\$0.00
272307	Insp/Cert		\$ 2,500.00	\$ -		\$2,500.00
272190	Engineering		\$ 2,000.00	\$ 8,404.46		\$15,000.00
272303	Medical Expenses		\$ 500.00	\$ -		\$500.00
272185	Lab Sample Fees		\$ 9,500.00	\$ 13,688.73		\$18,500.00
272580	Dues		\$ 4,000.00	\$ 2,107.77		\$4,500.00
272581	School Tuition		\$ 2,000.00	\$ 184.09		\$2,500.00
272583	Travel Exp		\$ 1,000.00	\$ 587.40		\$1,000.00
272584	Communications		\$ 3,000.00	\$ 2,525.24		\$3,500.00
272585	Electricity		\$ 22,000.00	\$ 22,973.13		\$23,250.00
272175	TCEQ Fines		\$ -	\$ -		\$0.00
272123	Transfer to General Fund		\$ 164,730.00	\$ 133,333.34		\$204,151.04
	Total Wastewater		\$ 473,647.11	\$ 411,415.33		\$623,743.92
SANITATION						
260500	Salaries		\$ 27,315.60	\$ 30,795.59		\$28,135.07
260499	Longevity Pay		\$ -	\$ 48.23		\$155.00
	Social Security	7.65%	\$ 2,089.64	\$ -	7.65%	\$2,152.33
	TMRS	6.88%	\$ 1,879.31	\$ -	6.93%	\$1,949.76
	Unemployment	1.00%	\$ 273.16	\$ -	1.00%	\$281.35
260525	Health Insurance		\$ -	\$ 15.27		\$100.00
260530	Tml IRP Insurance		\$ 1,500.00	\$ 12,946.49		\$5,787.03
260531	Life Insurance		\$ 226.20	\$ 157.75		\$247.80
260540	Postage		\$ 2,250.00	\$ 1,633.03		\$2,250.00
260300	Uniforms		\$ 500.00	\$ 360.00		\$500.00
260545	Fuel		\$ 1,500.00	\$ 1,252.19		\$1,500.00
260512	Contract Labor		\$ 500.00	\$ 1,570.91		\$500.00
260331	Repair/Maint. Equipment		\$ 1,500.00	\$ 399.67		\$1,500.00
260543	Operating Supplies		\$ 500.00	\$ 620.35		\$700.00
260155	Republic Services Contr.		\$ 280,000.00	\$ 245,317.64		\$280,000.00
260160	Sales Tax		\$ 33,000.00	\$ 34,465.65		\$38,000.00
260585	Electricity		\$ 400.00	\$ 578.16		\$850.00
260123	Transfer to General		\$ 186,633.38	\$ 133,333.34		\$181,074.52
			\$ -	\$ -		\$ -
	MSW Total		\$ 540,067.29	\$ 463,494.25		\$545,682.86
Utility Billing						
280500	Salaries		\$ 56,216.58	\$ 46,167.96		\$36,420.80
280510	Overtime		\$ 3,000.00	\$ 1,503.69		\$3,000.00
280499	Longevity Pay		\$ -	\$ -		\$240.00
	TMRS	6.88%	\$ 4,074.10	\$ -	6.93%	\$2,731.86
	Social Security	7.65%	\$ 4,530.07	\$ -	7.65%	\$3,015.69
	Unemployment	1.00%	\$ 592.17	\$ -	1.00%	\$394.21
280525	Health Insurance		\$ 14,365.92	\$ 11,144.33		\$8,978.88

REVENUES	UTILITY		Current Budget	Projected YE Budget 2022-2023		2023-2024 Proposed Budget
280530	Tml IRP Insurance		\$ 700.00	\$ 12,946.45		\$5,787.03
280531	Life Insurance		\$ 452.40	\$ 157.69		\$247.80
280562	Bank Account Fees		\$ 1,000.00	\$ 2,035.64		\$2,250.00
280540	Postage		\$ 3,000.00	\$ 552.26		\$3,200.00
280541	Office Supplies		\$ 5,000.00	\$ 918.55		\$5,500.00
280543	Operating Supplies		\$ 500.00	\$ 70.85		\$500.00
280550	Rental/Lease of Equip		\$ 7,500.00	\$ -		\$7,500.00
280552	Maint office equip		\$ 500.00	\$ -		\$500.00
280542	Janitorial Supplies		\$ 1,500.00	\$ -		\$1,500.00
280561	Office Equip		\$ 1,000.00	\$ 28.34		\$1,000.00
280565	Professional Services		\$ 8,000.00	\$ 8,919.83		\$11,500.00
280900	UB Contract for services		\$ 3,500.00	\$ -		\$4,000.00
280585	Electricity		\$ -	\$ -		\$0.00
	Total UB		\$ 115,431.23	\$ 84,445.59		\$98,266.27
	Total Revenues		\$ 3,002,500.00	\$ 2,477,305.97		\$3,035,051.45
	Total Expenses		\$ 3,002,500.00	\$ 2,477,305.97		\$3,035,051.45
	Difference		\$ (0.00)	\$ 0.00		(\$0.00)

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this 1st day of October 2023 (“**Effective Date**”), by and between the CITY OF RANGER TEXAS (“**City**”), and REPUBLIC WASTE SERVICES OF TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, DBA Republic Services of Abilene Texas qualified to do and actually doing business in the State of Texas (“**Company**”).

RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Sole and Exclusive Franchise.** Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the City (the “**Services**”):

Location Types

_____ Residential Units	_____ Large Commercial Units
_____ Small Commercial Units	_____ Industrial Permanent Units
_____ Municipal Facilities	_____ Industrial Temporary Units

2. **Newly Developed Areas.** If the City develops new areas (of the same Location Types as designated above) within the City’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. **Scope of Services.** Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto. Monthly bulk pickup will be provided to customers on a sweep basis for the 1st (9) months, then the City will submit a monthly call in log for bulk services to the Company one week in advance of scheduled bulk pick up days.
4. **Out of Scope Services May Be Contracted for Directly with Customers.** Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees

that Company may use any information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A Specifications for Municipal Solid Waste Services

Exhibit A-1 Municipal Solid Waste Pricing

6. Term. This Agreement begins on the 1st of October, 2023 and expires five (5) years thereafter but shall automatically renew for successive one-year periods (the “**Term**”) unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement. This Agreement and all subsequent renewals are subject to the City’s budget reconciliation process.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits A-1, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to (3.5) percent annually.

7.3 Change in Law Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. All increased in rates for Services will be effectuated by a written amendment to this Agreement and subject to the City’s budget reconciliation process.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the City. The City shall invoice and collect from all Residential Units and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The City shall report to Company (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the City and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the City. Company shall invoice the City for the number of addresses that were billed by the City within fifteen (15) days of receiving the City’s address count each month, and the City shall pay Company’s invoices.

8.2 Payment. The City or Customer, as applicable, shall pay each of Company’s invoices without offset within twenty (20) days of receipt Company’s invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the City, City shall pay Company’s invoices in full irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the City or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to

Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.3 Service Suspension.

8.3.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.3.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. To the extent permitted by law, the City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the City.

8.4 Audits.

8.4.1 Audit of City Billings. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the City shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate. The City shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to City data to support that the number of addresses serviced exceeds the number provided by the City, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.

8.4.2 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the City under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is

commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.

10. **Compliance with Laws.** Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment (“**Applicable Law**”). Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. **Title.** Title to Waste Material shall pass to Company when loaded into Company’s collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. **Excluded Waste.** If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company’s sole discretion, charge the City, depositor or generator of such Excluded Waste for all direct incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the City’s providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.
13. **Equipment; Access.** Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company’s property. The City shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company’s handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company’s providing the Services under this Agreement.
14. **Risk Allocation.** Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party’s negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. **Insurance.** During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers’ Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least “A-” and a financial size category of at least VII. Upon City’s request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker’s Compensation policy) except with respect to the sole negligence or willful misconduct of City.

INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY COMPANY OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF COMPANY OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO COMPANY OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF COMPANY TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY COMPANY, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

16. Force Majeure. Except for City’s obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party’s reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company’s service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall

negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.

17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.
20. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State of Texas as to all matters, including, but not limited to matters of validity, construction, effect, and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Eastland County, Texas.

21. Statutory Verifications:

- a. Boycott of Israel. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this Agreement, the Contractor hereby verifies that it does not boycott Israel, and agrees that, during the term of this Agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, Contractor hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.
- b. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Contractor represents that neither the Contractor nor any wholly owned

- subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
- c. The Contractor hereby verifies that it and its parent’s company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).
 - d. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
 - e. Form 1295. Texas law requires that certain business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

22. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

23. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United

States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:
City of Ranger Texas
Attention: City Manager
400 W. Main Street
Ranger, TX 76470

With a copy to The Knight Law Firm
Attention: Paige Saenz
223 W. Anderson Ln. Ste. A105
Austin, TX 78752

In case of Contractor, to:

With a copy to: _____
Attention: _____

_____, TX 7_____ IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

CITY RANGER TEXAS

Republic Waste Services of Texas, LTD., a Texas
Limited Partnership d/b/a Republic Services of Abilene

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A-1 (RATE SHEET)

City Name: **RANGER**

3.50%

Contract #: **9058047**

Rates Effective: **October 1, 2023**

Yearly Terms: **3.5% Increase**

		2023	2024	2025	2026	2027	2028	2029
		10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029
	Freq of PU	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate

Residential: *(inside city limits)*

96-Gallon Cart <i>(Cart contents only)</i>	1x/week	\$14.25	\$14.75	\$15.26	\$15.80	\$16.35	\$16.92	\$17.52
Extra Resi Cart <i>(Cart contents only)</i>	1x/week	\$7.13	\$7.37	\$7.63	\$7.90	\$8.18	\$8.46	\$8.76

Commercial Sideload:

96-Gallon Cart <i>(Cart contents only)</i>	1x/week	\$22.40	\$23.18	\$24.00	\$24.84	\$25.70	\$26.60	\$27.54
Extra Resi Cart <i>(Cart contents only)</i>	1x/week	\$11.20	\$11.59	\$12.00	\$12.42	\$12.85	\$13.30	\$13.77

1.5yd <i>(Container contents only)</i>	1x/week	\$44.80	\$46.37	\$47.99	\$49.67	\$51.41	\$53.21	\$55.07
1.5yd <i>(Container contents only)</i>	2x/week	\$78.40	\$81.14	\$83.98	\$86.92	\$89.97	\$93.11	\$96.37

2yd <i>(Container contents only)</i>	1x/week	\$58.80	\$60.86	\$62.99	\$65.19	\$67.47	\$69.84	\$72.28
2yd <i>(Container contents only)</i>	2x/week	\$91.00	\$94.19	\$97.48	\$100.89	\$104.42	\$108.08	\$111.86

3yd <i>(Container contents only)</i>	1x/week	\$75.60	\$78.25	\$80.98	\$83.82	\$86.75	\$89.79	\$92.93
3yd <i>(Container contents only)</i>	2x/week	\$120.40	\$124.61	\$128.98	\$133.49	\$138.16	\$143.00	\$148.00
3yd <i>(Container contents only)</i>	3x/week	\$182.00	\$188.37	\$194.96	\$201.79	\$208.85	\$216.16	\$223.72

4yd <i>(Container contents only)</i>	1x/week	\$120.40	\$124.61	\$128.98	\$133.49	\$138.16	\$143.00	\$148.00
4yd <i>(Container contents only)</i>	2x/week	\$180.60	\$186.92	\$193.46	\$200.23	\$207.24	\$214.50	\$222.00
4yd <i>(Container contents only)</i>	3x/week	\$238.00	\$246.33	\$254.95	\$263.87	\$273.11	\$282.67	\$292.56

Additional Service Fees:

All Sizes - Commercial Steel Containers

Delivery	per occurrence	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
Removal	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Relocate	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Exchange	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extra Lift	per occurrence	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Extra Yardage	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lockbar Rental	per occurrence	\$11.54	\$11.54	\$11.54	\$11.54	\$11.54	\$11.54	\$11.54
Lockbar Installation	one-time fee	\$86.52	\$86.52	\$86.52	\$86.52	\$86.52	\$86.52	\$86.52

Industrial Rolloff: 20/30/40yd

Haul	per occurrence	\$350.00	\$362.25	\$374.93	\$388.05	\$401.63	\$415.69	\$430.24
Delivery	per occurrence	\$175.00	\$181.13	\$187.46	\$194.03	\$200.82	\$207.85	\$215.12
Removal	per occurrence	\$350.00	\$362.25	\$374.93	\$388.05	\$401.63	\$415.69	\$430.24
Rent	daily/monthly	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Disposal	per occurrence	\$35.00	\$36.23	\$37.49	\$38.81	\$40.16	\$41.57	\$43.02
Dry Run	per occurrence	\$350.00	\$362.25	\$374.93	\$388.05	\$401.63	\$415.69	\$430.24
Relocate	per occurrence	\$175.00	\$181.13	\$187.46	\$194.03	\$200.82	\$207.85	\$215.12
Overage	per occurrence	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Wash	per occurrence	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
Liner	per occurrence	\$91.99	\$91.99	\$91.99	\$91.99	\$91.99	\$91.99	\$91.99

Special Notes:

City Departments - *excludes Rolloff	per occurrence	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Ranger Convenience Center / Ranger Sewer Plant	per year	17 Free RO Hauls per year <i>(Haul Only)</i>	17 Free RO Hauls per year <i>(Haul Only)</i>	17 Free RO Hauls per year <i>(Haul Only)</i>	17 Free RO Hauls per year <i>(Haul Only)</i>	17 Free RO Hauls per year <i>(Haul Only)</i>	17 Free RO Hauls per year <i>(Haul Only)</i>	17 Free RO Hauls per year <i>(Haul Only)</i>
Individual Customers - Rolloff	per occurrence	Priced at Market Rates	Priced at Market Rates	Priced at Market Rates	Priced at Market Rates	Priced at Market Rates	Priced at Market Rates	Priced at Market Rates
Bulk Pick Up 1x/month with City workorder	per occurrence	Included in Resi Rate	Included in Resi Rate	Included in Resi Rate	Included in Resi Rate	Included in Resi Rate	Included in Resi Rate	Included in Resi Rate

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

<input checked="" type="checkbox"/> _____ Municipal Solid Waste (MSW)	<input checked="" type="checkbox"/> _____ Bulky Waste
<input checked="" type="checkbox"/> _____ Yard Waste	<input checked="" type="checkbox"/> _____ Construction Debris

2. Definitions.

2.1 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed and tagged), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

2.2 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

2.3 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations.

2.4 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.5 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.6 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.7 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.8 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.9 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.10 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.11 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

2.12 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.13 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.14 Small Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) thirty-two (32) gallon containers per collection day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.

2.15 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.16 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, Bulky Waste and Construction Debris generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

2.17 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length are not required to be in a container, bag or box.

3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 5:00 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Residential Collection. Company shall be obligated to collect no more than 3 containers (or their equivalent) per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Customer with Company under terms, prices and documents acceptable to both the Residential Unit Customer and Company.

3.5 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, President's Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least once per week.

3.6 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within two business days after the complaint is received.

3.7 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.8 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.9 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

Resolution No. 2023-08-28-S

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 COMMERCE STREET TO THE RANGER WILLOW PARK FOR A ROARING RANGER DAY PARADE SPONSORED BY THE RANGER HISTORICAL PRESERVATION SOCIETY

WHEREAS: the City Council of the City of Ranger in cooperation with the State of Texas for the safety and convenience of the traveling public; and

WHEREAS: the City of Ranger request the temporary closure of State Highway 101 (Main St.), & Commerce St., the intersection of State Highway 101 and FM 717(Austin St.) and the intersection of State Highway 101 and Pine Street on Saturday, September 16, 2023, for parade activities associated with a Roaring Ranger Day Activities Parade;

And

WHEREAS: the events located within the City of Ranger incorporated area and the closure will be performed within the State's requirements.

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

Section 1. That at the regular meeting of the City Council held on the 28th day of August, 2023, this resolution was adopted in accordance with Chapter 43 Texas Administrative Code, Section 22.12 and comply with the rules and procedures established by said Chapter and Section.

Section 2. This resolution is adopted so that the Ranger Historical Preservation Society may conduct a Roaring Ranger Day Parade on Saturday, September 16, 2023.

Passed and approved, this 28th day of August, 2023.

CITY OF RANGER, TEXAS

Terry Robinson, Mayor

ATTEST:

Sommer Lee, City Secretary