



## 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 25, 2025 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 Robert Butler**

Roll Call/Quorum Check-City Secretary Hope Delatorre  
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 the City Commission or Staff-Comments may be made by the commission 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 minutes of previous meetings:**

- August 11, 2025 Called Meeting
- August 11, 2025 Regular Meeting
- August 19, 2025 Called Budget Meeting
- August 19, 2025 Called Tax Levy Meeting
- August 19, 2025 Called Meeting

**Agenda Item 05: Discuss/Consider: Ranger College requesting roll-off dumpsters for the Day of Champions event (City Manager)**

**Agenda Item 06: Discuss/Consider: City Manager's Report: business regarding city administration. The City Commission may provide staff direction; however, no action shall be taken. (City Manager)**

**Agenda Item 07: Discuss/Consider: Finance Report: business regarding city budget status. The City Commission may provide staff direction; however, no action shall be taken. (Finance Director)**

**Agenda Item 08: Discuss/Consider: Releasing the Executive Summary of Council Investigation (Mayor Butler)**

**Agenda Item 09:** Discuss/Consider: Ordinance 2025-09-08-A – First Reading of the Budget for the 2025-2026 Fiscal Year (City Manager, Finance Director)

**Agenda Item 10:** Discuss/Consider: Ordinance 2025-09-08-B – First Reading of the Tax Rate for the 2025-2026 Fiscal Year (City Manager, Finance Director)

**Agenda Item 11:** Discuss/Consider: Approving a mobile home permit for George and Christy Leal (City Manager)

**Agenda Item 12:** Discuss/Consider: Installing equipment on the new Wildfire Mitigation trucks (City Manager)

**Agenda Item 13:** Discuss/Consider: Development agreement between the City of Ranger and the Ranger Airfield Foundation (Mayor Butler)

**Agenda Item 14:** Discuss/Consider: Lease Agreement for the 1928 Historic Hangar with the Ranger Airfield Foundation (Mayor Butler)

**Agenda Item 15:** Discuss/Consider: Ordinance 2025-09-08-D—An Ordinance of the City of Ranger, Texas, authorizing the conveyance of certain Real Property known as the Ranger Municipal Airport to the Ranger Airfield Foundation in exchange for restoration of the Historic 1928 Airport Hangar and other consideration; authorizing a development agreement with Ranger Airfield Foundation; authorizing a lease for the Historic Hangar property; ratifying past City Commission actions; providing terms of conveyance; authorizing the negotiation and execution of certain documents effectuating this ordinance; making findings of public purpose; providing for publication; and providing an effective date. (Mayor Butler)

**Agenda Item 16:** Discuss/Consider: Ordinance 2025-09-08-C – First Reading of the Fee Schedule (City Manager)

**Agenda Item 17:** Discuss/Consider: Allowing Ranger College to use the softball field due to the construction on the campus (City Manager)

**Agenda Item 18:** Discuss/Consider: A possible quorum due to Spring Market grand opening (City Manager)

**Agenda Item 19:** Discuss/Consider: REDC request to utilize funds to assist a business relocating to Ranger (REDC President)

**Agenda Item 20:** Discuss/Consider: Approving the updated REDC Bylaws (REDC President)

**Agenda Item 21:** Discuss/Consider: Retire into Executive Session to deliberate any items as authorized by Texas Government Code 551.074 Personnel Matters regarding:

- Salary structures to support finalization of the City of Ranger 2025-2026 Fiscal Year Budget

**Agenda Item 22:** Discuss/Consider: Reconvene into Open Session to take action as determined appropriate regarding Texas Government Code 551.074:

- Salary structures to support finalization of the City of Ranger 2025-2026 Fiscal Year Budget

**Agenda Item 23:** 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 5:00 p.m., August 22, 2025 and remained posted for 72 hours preceding the scheduled time of the meeting.

Hope Delatorre

Hope Delatorre, Ranger City Secretary

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

NOTICE OF ASSISTANCE

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

This Notice was placed on the outside bulletin board on August 22, 2025 at \_\_\_\_\_

By \_\_\_\_\_.

Hope Delatorre, City Secretary



## CALLED MEETING MINUTES

A Called Meeting of the Governing Body of the City of Ranger, Texas, was held on **Monday, August 11, 2025 at 4:00 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 Robert Butler	Mayor
Commissioner Vicki Doyle	Place 1
Commissioner Jim McCullough	Place 2
Commissioner Katie Billings	Place 3
Commissioner Jared Calvert	Place 4
City Manager Charlie Archer	
City Secretary Hope Delatorre	
Fire Chief Darrell Fox	
Animal Control Officer Carrie Piant	
Librarian Diana McCullough	
Utility Clerk Kendyl Powers	
Public Works Director Daniel Plascencia	
Finance Director Carol Stephens	
Police Chief Charles Rodriguez	

**Agenda Item 01:** Proposed Budget Workshop for Commission and Staff. Public is invited. (Finance Director, City Manager, Mayor Butler)

The purpose of the proposed budget workshop was to review the draft of the proposed budget for input and discussion by commission, staff, and public. All input is due to city manager by COB Friday, so it can be updated for the Aug 19 meeting.

The City Manager submits to the City Commission a recommended balanced budget for all city funds and activities for the upcoming year. Prior to the adoption of the tax levy, we need to consider last year's audit; and make adjustments to the fee schedule, if needed. The budget is adopted by the City Commission before the adoption of a tax levy and the start of the fiscal year.

Mayor Butler presented the most up-to-date draft of the budget and discussed the importance of creating and maintaining a balanced budget.

We had a challenge with the previous budget due to the transition of staff; the appropriate entries were not made to the correct line items. This has been corrected, so we can list the appropriate numbers for the projected 2025-2026 FY Budget. This budget provides the City Manager with approved amounts for spending against each line item that has been voted on and approved by the

commission. This draft does not reflect a proposed zero-based budget since we will need to determine what to add or remove to reach a balanced budget.

Municipal Court Fines is a good example of where they projected 72,000 for 2024-2025 and this draft for 2025-2026 projects 65,000. Commissioner Calvert highlighted that 72,000 was likely listed to justify an inflated salary. If we only brought in about 30,000 this year, then that should be the projected revenue for that item. Commissioner Doyle concurred and the commission realized that this reduction meant that difference in revenue would not be a part of this upcoming budget.

Finance Director Carol Stephens clarified that the Court Security Fund is given by the state and that a portion of the funds used is reimbursed by the state, we have already received the money like other amounts it is likely misallocated. It was noted that money would be transferred from the utility fund to the general fund to balance the budget for that fund. At the end of September, we will amend the 2024-2025 budget, and any excess will be listed as contingency for the 2025-2026 budget.

The city is addressing the use of ACO fines and donations. We will need to project the sale of materials, assets, and real property for the 2025-2026 budget. City Manager Charlie Archer brought to light the fee schedule will need to be updated as those fees are sources of income for the City. We are anticipating increases in water and sanitation costs which will be a pass-on cost to the customers. The city will make administrative changes to do bulk supply purchases for all Departments and the Fuel Card payments will be allocated against the correct Departments.

Commissioner Calvert asked for clarification on REDC payments. There has not been a projection of costs for Code Enforcement operations in the recent past. We will include that in this budget which may increase costs of around 150,000 to 200,000. The Animal Control Shelter is not currently budgeted as we are pending bids. In some cases, the commission will need to consider hourly pay scale increases. The Fire Department needs a new fire engine which may be supplemented by a grant request.

As we focus on streets, there are projections for additional street equipment to consider. We also want to address funding mixers for the towers for water quality improvement. We will be looking at costs associated with the purchase of pumps at the wastewater station.

While this working budget for the workshop shows a deficit, the proposed budget will not. After we receive input this week on projected expenditures, we should see our first public reading of the 2025-2026 proposed budget that will be zero-based.

**Agenda Item 02: Discuss/Consider: Adjournment**

Motion was made by Commissioner Billings to adjourn.  
Seconded by Commissioner Doyle

Unanimously approved.

Adjourn 17:11

These minutes were approved on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**CITY OF RANGER, TEXAS**

**ATTEST:**

\_\_\_\_\_  
**Hope Delatorre, City Secretary**

\_\_\_\_\_  
**Robert Butler, Mayor**



## REGULAR MEETING MINUTES

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City Secretary Hope Delatorre	
Finance Director/Municipal Clerk Carol Stephens	
Public Works Director Daniel Plascencia	
Police Chief Charles Rodriguez	
Fire Chief Darrell Fox	
Animal Control Officer Carrie Pilant	
Honorable Judge Doyle Russell	

### **Agenda Item 01: Call to Order**-Mayor Robert Butler

Roll Call/Quorum Check Hope Delatorre City Secretary  
Invocation of Prayer  
Pledge of Allegiance to the United States Flag  
Pledge of Allegiance to the Texas Flag

There was a quorum present.

**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.

There were no citizens signed up to speak.

**Agenda Item 03:** Announcements from City Commission 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.

Mayor Butler commended the fire and police departments on the success of the National Night Out at the school. Commissioner Doyle agreed that the children and families really enjoyed the event during the Meet the Teacher Night. City Manager Archer gave thanks to WoodBridge Church for assisting the community with the purchase of school supplies for the students. Mayor Butler inquired as to the status of the training for the new software program and was notified that the training had been postponed and that City Hall had remained open to the public.

**Agenda Item 04: Discuss/Consider:** Approval of minutes of previous meetings:

- July 28, 2025

Motion was made by Commissioner McCullough to approve the minutes of July 28, 2025.

Seconded by Commissioner Doyle.

Abstained by Commissioner Billings due to her not attending the meeting.

Motion passed.

**Agenda Item 05: Discuss/Consider:** Consent Items: The Approval of Monthly Departmental Reports:

- **Library Report:** Librarian Diana McCullough
- **REDC 4A Report:** MJ Dawson
- **REDC 4B Report:** MJ Dawson
- **Municipal Court Report:** Judge Doyle Russell
- **Fire/EMS Report:** Chief Darrell Fox
- **Police Department:** Chief Charles Rodriguez
- **Animal Control Report:** Officer Carrie Pilant
- **Public Works Report:** Daniel Plascencia
- **Finance Report:** Carol Stephens

Motion was made by Commissioner Doyle to approve the departmental reports.

Seconded by Commissioner Billings.

Unanimously approved.

**Agenda Item 06: Discuss/Consider: City Manager's Report: business regarding city administration.** The City Commission may provide staff direction; however, no action shall be taken. (City Manager)

The City Manager gave his report on items that had been completed since the previous meeting. The new patrol unit had been picked up and Officer Lewis had been assigned to it. Carol Stephens, the Finance Director, had renewed the domain of rangertx.gov. The IWORQ software had been purchased and there would be weekly training sessions until the software went live. Free dumping

had been utilized and dumpsters were full by that Friday afternoon. The Finance Director, department heads, and the City Manager had worked on budget for the entire week. A price had not been gotten for the Fire Department copier. There would be a large clean-up of the scrap metal at the Public Works Shop and the sale of dead equipment proceeds would be put towards the purchase of a one ton truck with a flat bed from Century Trucks.

Motion was made by Commissioner McCullough to take no action.  
Seconded by Commissioner Doyle.

Unanimously approved.

**Agenda Item 07: Discuss/Consider:** 2024 City of Ranger Audit Report (Finance Director, Caroline McLane)

Caroline McLane was in attendance and presented the 2024 Audit Report to the Commission with the help of Finance Director, Carol Stephens. The report reflected no significant material deficiencies and no instances of noncompliance.

Motion was made by Commissioner Doyle to approve the 2024 Audit.  
Seconded by Commissioner McCullough.

Unanimously approved.

**Agenda Item 08: Discuss/Consider:** Approve a letter of engagement from the auditor for FY25 (Finance Director)

The Finance Director presented a letter of engagement from the auditor for the 2025 Fiscal Year with the Caroline McLane auditing company to the Commission. This audit would include the EDC and would cost \$3000.

Motion was made by Commissioner Doyle to approve the letter of engagement.  
Seconded by Commissioner Billings.

Unanimously approved.

**Agenda Item 09: Discuss/Consider:** Decision on the City of Ranger re-establishing Smallwood and Byrens Streets off of Tiffin Road (City Manager)

City Manager Archer presented the Commission with a drawing that demonstrated the appearance of the area needing to be reopened. The length of the road would include 110 yards to finish Smallwood and 220 yards for Byrens. This would allow the future owner to support development for the property. Water and sewer mains are already in the area and would allow for first responders to have access to the property reestablished. The City Manager wished to start with Smallwood because the road is shorter than Byrens.

Motion was made by Commissioner McCullough to reopen the roads.  
Seconded by Commissioner Doyle.

Unanimously approved.

**Agenda Item 10: Discuss/Consider:** Approval of signing Texas Communities Group (TCG) Contract for dilapidated buildings (City Manager)

The City Manager notified the Commission of two contracts available to cover the Dilapidated Buildings or the Nuisance Properties for Code Enforcement assistance. The Dilapidated Buildings contract had been discussed at the previous meeting, but the Nuisance Properties contract would cover unlimited nuisance properties for \$4600 per year. The Commission expressed interest in the new contract due to the unlimited number and the discounted price.

Motion was made by Commissioner Calvert to approve the Texas Communities Group contract for nuisance properties.  
Seconded by Commissioner Billings.

Unanimously approved.

**Agenda Item 11: Discuss/Consider:** Quote for Pump Replacement at the Wastewater Treatment Plant from Global Pump Supply (City Manager)

\*Item moved to Agenda Item 04\*

Colden Rich, the Vice President of eHT, spoke to the Commission on quotes that were recently obtained by the Public Works Department regarding the effluent pump at the Waste Water Treatment Plant and explained the pump process. He stated that he did not recommend the current quotes and explained that he estimated \$120k being the worst case scenario.

Motion was made by Commissioner Billings to table to the next regular meeting.  
Seconded by Commissioner Doyle.

Unanimously approved.

**Agenda Item 12: Discuss/Consider:** Approval of the 2025-2026 Strategic Plan that will be used in Budget Development planning (Mayor Butler)

Mayor Butler provided the updated draft of the Strategic Plan that, if adopted, would be attached to the budget for the 2025-2026 fiscal year.

Motion was made by Commissioner Billings for the approval of the Strategic Plan.  
Seconded by Commissioner McCullough.

Unanimously approved.

**Agenda Item 13: Discuss/Consider:** Hiring two full-time positions for Wildfire Mitigation (City Manager)

City Manager Archer stated that due to enough equipment being purchased, the City was in a position to begin the hiring process of two individuals interested in full-time Wildfire Mitigation positions.

Motion was made by Commissioner Calvert to post for the positions.  
Seconded by Commissioner Doyle.

Unanimously approved.

**Agenda Item 14: Discuss/Consider:** Consideration and possible action regarding award of bid for the 2025 Airport Hangar Restoration Project (Bid No. 2025-08) (City Manager)

The City Commission will consider and take appropriate action on the award of bids received for the 2025 Airport Restoration Project, including related matters. This item encompasses discussion and potential action concerning the scope and timing of work, payment, and performance bond requirements, the need for a survey of the property, construction access to the hangar, and the authorization of contractual terms contingent upon the provision of funds or other consideration, including but not limited to the exchange or conveyance of land associated with the Ranger Airfield. It may also include consideration of budget amendments necessary to support the project, and other matters previously discussed by the Commission related to the airfield. The Commission may authorize the Mayor to take official action and execute all documents necessary to effectuate the terms of any awards.

Commissioner Calvert removed himself from the discussions due to his involvement in the Ranger Airfield Foundation having a bid.

City Manager Archer opened the sealed bids from Kotas Concrete and Metal Buildings in the amount of \$608k, Cozart Metal Buildings in the amount of \$623,890, and Ranger Airfield Foundation at the cost of the 84 acres which equaled (based on the appraisal) at \$556k.

Jared Calvert with the Ranger Airfield Foundation was in attendance and was present for any questions the Commission may have had. Jared also gave a detailed explanation of the work that had already been completed on the land.

The lowest cost for the City of Ranger would be for the conveyance of the land to the RAF; but due to the possible conflict of interest of Commissioner Calvert, Commissioner McCullough recommended calling the City Attorney of Record

City Attorney of Record, Adam Miles agreed with the Texas Rangers, District Attorney, and state requirements that a conflict of interest did not apply.

Motion was made by Commissioner Billings to accept the bid valued at \$556k from Ranger Airfield Foundation for the reconstruction of the hangar subject to final documents from the attorney.

Seconded by Commissioner Doyle.  
Abstained by Commissioners Calvert and McCullough.

Motion passed.

**Agenda Item 15: Discuss/Consider:** Approval of transferring funds from the Police Vehicle Account to General Funds in support of Police Department expenses (Mayor Butler)

Mayor Butler and the Finance Director sought Commission approval to move funds from the Police Vehicle Account to the General Funds to repay the General Fund for the overtime incurred due to being short-staffed and the police car outfitting and auxiliary costs in the amount of \$101,409.41.

Motion was made by Mayor Butler to transfer \$101,409.41 to assist with unintentional costs by police department.  
Seconded by Commissioner Billings.

Unanimously approved.

**Agenda Item 16: Discuss/Consider:** Providing services to the open lots in the Mountain View Subdivision (City Manager)

City Manager Archer notified the Commission that someone had reached out in need of utility services on open lots in the Mountain View subdivision. Due to deed restrictions passed on to the real estate agent, lot size did not conform. Mayor Butler reminded the Commission that the charter states that: the city has the ability and authority to provide for a sanitary sewer system and for the maintenance thereof; and to provide for fixing a lien against any property owner's premises who fails or refuses to make sanitary sewer connections and to charge the cost against said owner and make it a personal liability, and to fix penalties for failure to make sanitary sewer connections. He also reminded the Commission that the charter also states said city shall have the power to open, extend, straighten and widen any public street, avenue or alley and for such purpose to acquire the necessary land by purchase or condemnation.

Motion was made by Mayor Butler to allow the City Manager and Public Works Director to explore the options to expand system on the hill and provide that number for the budget.  
Seconded by Commissioner Billings.

Unanimously approved.

**Agenda Item 17: Discuss/Consider:** Establishing a business PayPal account to receive online donations for the Animal Shelter (City Manager)

City Manager Archer discussed the need for a donation account for the Animal Shelter because of the Animal Control Officer's new and creative ways to raise funds. The IT company (Kennedy Computer Solutions) recommended PayPal to keep the City's information safe.

Motion was made by Commissioner McCullough to open a PayPal account for the Animal Shelter.



## CALLED MEETING MINUTES

A Called Meeting of the Governing Body of the City of Ranger, Texas, was held on **Tuesday, August 19, 2025 at 4:00 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 Vicki Doyle	Mayor Pro Tem
Commissioner Jim McCullough	Place 2
Commissioner Katie Billings	Place 3
Commissioner Jared Calvert	Place 4
City Manager Charlie Archer	
City Secretary Hope Delatorre	
Fire Chief Darrell Fox	
Animal Control Officer Carrie Pilant	
Utility Clerk Kendyl Powers	
Finance Director Carol Stephens	
Police Chief Charles Rodriguez	

Mayor Pro-Tem Vicki Doyle arrived at 16:04 and the meeting was called to order at 16:05.

**Agenda Item 01:** First Public Hearing of Proposed Budget (Finance Director, City Manager, Mayor Butler)

City Manager Archer notified the Commission that this was the latest draft of the budget including input from the City of Ranger department heads and required minor changes. The budget presented was a workable budget and allowed for the ability to “tweak” through the middle of September.

Finance Director, Carol Stephens, thanked all of the department heads, Robert Butler, and City Manager Archer for their collective efforts on the draft. She informed that the budget presented was a balanced budget with a net of zero, however there were a few items that required editing.

The Animal Control budget had a few line items that required editing including:

- 121303-Medical Expenses was changed from \$6900-\$4500
- 121150-Workman’s Comp changed from \$5900-\$4350
- 121500-Salary changed from \$32,000-\$35,000

The Streets Department budget:

- 140500- Salaries changed from \$60,000-\$97,800 due to increased staff.

140330- Machine and Equipment changed from \$132,513.68- \$94,755 (give or take some change)

The Cemeteries and Parks budget:

155500- Salary changed from \$38,000- \$38,575

155512- Contract Labor was lowered from \$5000- \$4325

Carol informed the Commission that the revenue side was not finished due to needing to update the fee schedule. Updating the fee schedule would get the budget closer to a viable number.

Commissioner Calvert inquired as to why the Code Enforcement numbers were lowered and Carol informed him that demolition of buildings and impound fees were lowered.

Commissioner Billings questioned the nuisance and debris clean-up. City Manager Archer notified the Commission that TCG was still preparing the documents and that the contract still remained unsigned. There had been new legislation introduced that could allow for potential funding options.

The Public Works Department budget included improvements such as a mixer for the water tower and improved monitoring at the Waste Water Treatment Plant.

Carol stated that the budget improvements included TCEQ requirements and police and fire needs including the radios and reprogramming of the radios for the fire department.

Carol also stated that revenue streams were off a little bit due to the Eastland County Water Supply District possibly raising their prices and the water prices for citizens to increase in the fee schedule.

City Manager Archer announced that the cloud migration would be placed on a five year payment plan instead of one lump sum payment and a new line item was created for the Public Works Department budget for the Public Works Barn that would include items like lighting and safety.

The new quote for the roof given to the Finance Director totaled between \$55k and \$71k depending on the work required.

Motion was made by Commissioner Calvert to approve the budget with changes.  
Seconded by Commissioner McCullough.

Unanimously approved.

**Agenda Item 02: Discuss/Consider: Adjournment**

Motion was made by Commissioner Calvert to adjourn.

Seconded by Commissioner Billings.

Unanimously approved.

Adjourn 16:35

These minutes were approved on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_

**CITY OF RANGER, TEXAS**

**ATTEST:**

\_\_\_\_\_  
**Hope Delatorre, City Secretary**

\_\_\_\_\_  
**Robert Butler, Mayor**

Seconded by Commissioner Billings.

Unanimously approved.

**Agenda Item 18: Discuss/Consider:** Approval of vehicles and equipment to be auctioned (City Manager)

The vehicles included in this agenda item were Public Works items in addition to the vehicles and equipment approved at previous meetings.

Motion was made by Commissioner McCullough to approve equipment added to previous list for auction.

Seconded by Commissioner Doyle.

Unanimously approved.

**Agenda Item 19: Discuss/Consider:** TCEQ Violation Notice Forms Completed and Posted (Public Works Director)

The Public Works Director presented violation notice related to a lead service line inventory that was due before current administration was in place. The Public Works Director had provided the inventory to the mayor for posting on the City of Ranger website for the citizens to remain TCEQ compliant.

Motion was made by Commissioner Billings to take no action.

Seconded by Commissioner McCullough.

Unanimously approved.

**Agenda Item 20: Discuss/Consider:** Providing a cemetery plot at Evergreen Cemetery for a deceased indigent person (City Manager)

A judge from the County of Eastland requested a plot for an indigent individual that had passed in Ranger.

Motion was made by Commissioner Calvert to approve the City Manager to work on providing the plot.

Seconded by Commissioner McCullough.

Unanimously approved.

**Agenda Item 21: Discuss/Consider:** Ratification of the Wildfire Mitigation Grant (WVG) purchase of a Tractor and Attachments (City Manager)

Motion was made by Commissioner Calvert to ratify the purchase of the equipment.

Seconded by Commissioner Billings.

Unanimously approved.

**Agenda Item 22: Discuss/Consider:** Addition of Code Enforcement Management Process and Tracking Duties to the City Librarian which includes a salary increase (Mayor Butler)

Mayor Butler asked the Commission to allow Diana McCullough, the City Librarian, to assist with Code Enforcement tracking. She would monitor spreadsheets and coordinate with police, judge, and code enforcement not to include nuisance properties. This could be contingent on a 60-day review and a four-dollar-an-hour rise in salary.

Motion was made by Commissioner Calvert for Diana to receive a four dollar increase with 60-day review to coordinate with the contracted agency for code enforcement.

Seconded by Commissioner Billings.

Abstained by Commissioner McCullough.

Motion passed.

**Agenda Item 23: Discuss/Consider:** Adjournment

Motion was made by Commissioner McCullough to adjourn.

Seconded by Commissioner Doyle.

Unanimously approved.

Adjourned at 20:23.

These minutes were approved on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**CITY OF RANGER, TEXAS**

**ATTEST:**

\_\_\_\_\_  
**Hope Delatorre, City Secretary**

\_\_\_\_\_  
**Robert Butler, Mayor**



CITY OF  
**RANGER**

CALLLED MEETING MINUTES

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Seconded by Commissioner McCullough.

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**Agenda Item 02: Discuss/Consider: Adjournment**

Motion was made by Commissioner Calvert to adjourn.

Seconded by Commissioner Billings.

Unanimously approved.

Adjourn 16:35

These minutes were approved on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**CITY OF RANGER, TEXAS**

**ATTEST:**

\_\_\_\_\_  
**Hope Delatorre, City Secretary**

\_\_\_\_\_  
**Robert Butler, Mayor**



**CITY OF  
RANGER**

**CALLED MEETING MINUTES**

A Called Meeting of the Governing Body of the City of Ranger, Texas, was held on **Tuesday, August 19, 2025 at 5:00 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 Vicki Doyle	Mayor Pro-Tem
Commissioner Jim McCullough	Place 2
Commissioner Katie Billings	Place 3
Commissioner Jared Calvert	Place 4
City Manager Charlie Archer	
City Secretary Hope Delatorre	
Fire Chief Darrell Fox	
Animal Control Officer Carrie Pilant	
Public Works Director Daniel Plascencia	
Finance Director Carol Stephens	
Police Chief Charles Rodriguez	

**Agenda Item 01:** First Public Hearing of Proposed Tax Rate (Finance Director, City Manager, Mayor Butler)

City Manager Archer stated that the budget was created without a tax rate increase leaving the tax rate at .66742 making it a no tax increase.

Motion was made by Commissioner Calvert to approve the first hearing of the tax rate with no increase.

Seconded by Commissioner Billings.

Unanimously approved.

**Agenda Item 02:** Discuss/Consider: Adjournment

Motion was made by Commissioner Billings to adjourn.

Seconded by Commissioner McCullough.

Unanimously approved.

Adjourn 17:01

These minutes were approved on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**CITY OF RANGER, TEXAS**

**ATTEST:**

\_\_\_\_\_  
**Hope Delatorre, City Secretary**

\_\_\_\_\_  
**Robert Butler, Mayor**



## CALLED MEETING MINUTES

A Called Meeting of the Governing Body of the City of Ranger, Texas, was held on **Tuesday, August 19, 2025 at 5:30 pm.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects were discussed, to wit:

**Council Members and City Staff Present:**

Honorable Vicki Doyle	Mayor Pro-Tem
Commissioner Jim McCullough	Place 2
Commissioner Katie Billings	Place 3
Commissioner Jared Calvert	Place 4
City Manager Charlie Archer	
City Secretary Hope Delatorre	
Finance Director/Municipal Clerk Carol Stephens	
Public Works Director Daniel Plascencia	
Police Chief Charles Rodriguez	
Animal Control Officer Carrie Pilant	
Fire Chief Darrell Fox	

**Agenda Item 01: Call to Order-** Mayor Robert Butler  
Roll Call/Quorum Check-City Secretary Hope Delatorre  
Invocation of Prayer

Mayor Robert Butler was not in attendance, so Mayor Pro-Tem Vicki Doyle brought the meeting to order at 17:30.

**Agenda Item 02: Discuss/Consider:** Pump replacement partnership at N Access Road Lift Station (City Manager, Public Works Director, Love's)

City Manager Archer notified the Commission of an ongoing issue with the Love's lift station overflowing into a creek. TCEQ recommended a change to be made that would replace the existing grinder pumps with a more efficient chopper pump for solids and debris. The agreement would come at no cost to the City but would require the City to maintain the pumps.

Motion was made by Commissioner McCullough to approve entering into an agreement with Love's to replace the pumps at the lift station at no cost to the City.  
Seconded by Commissioner Calvert.

Unanimously approved.

**Agenda Item 03: Discuss/Consider:** Ranger Airfield Foundation (RAF) offer to exchange property in lieu of payment for restoration of the 1928 Historic Hangar (City Manager, City Attorney of Record)

Joseph Mireles was signed up to speak on this agenda item and voiced his concerns and opinions related to the legalities of the bid process. Some of these concerns included failure to give notice that land conveyance was an option as well as issues with the bid process.

Jeff Cain was signed up to speak on behalf of the donors of the Ranger Airfield Foundation and on the character and friendship with Foundation representative Jared Calvert as well as his own perspective of the history of the Ranger Airfield.

The Commission retired into Executive Session to have discussions with the City of Ranger Attorney of Record regarding the Agreement with the Ranger Airfield Foundation.

Retired: 17:47

The Commission reconvened into Open Session at 18:47.

Motion was made by Commissioner Billings to keep considering negotiations with the Ranger Airfield Foundation but to take no action at this time.

Seconded by Commissioner McCullough.

Abstained by Commissioner Calvert

Motion passed.

**Agenda Item 04: Discuss/Consider:** Adjournment

Motion was made by Commissioner McCullough to adjourn.

Seconded by Commissioner Billings.

Unanimously approved.

Adjourned 18:48

These minutes were approved on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**CITY OF RANGER, TEXAS**

**ATTEST:**

\_\_\_\_\_  
**Hope Delatorre, City Secretary**

\_\_\_\_\_  
**Robert Butler, Mayor**

## **Executive Summary**

This report presents the findings of an investigation authorized by the Ranger City Commission to review the sequence of events, legal compliance, and public concerns surrounding the 2022 lease amendment between the City of Ranger and the Ranger Airfield Foundation (RAF). The amendment involved the potential conveyance of approximately 80.97 acres of city-owned airfield property, excluding the historic 1928 hangar, to RAF in exchange for restoration work and long-term economic development.

Fifteen individuals were identified as having potentially relevant information. Some individuals, including former elected officials, refused to participate, however, several individuals were interviewed in person or by phone in June and July of 2025. In addition to interviews, official city documents, emails, public records, and third-party materials were reviewed. This report does not include executive session records (per state law), and some information could not be independently verified.

The Ranger Airfield is a historically significant property and an economic asset to the community, hosting aviation events and supporting general aviation activities. RAF (and RAMF), a nonprofit organization, has maintained the airfield for years and approached the City in 2021 about acquiring the property, proposing a restoration of the 1928 hangar and construction of vintage-style hangars with residential accommodations ("hangar homes"). Negotiations culminated in a 2022 amendment to the existing lease, drafted by the City Attorney and approved by the City Commission.

Subsequently, however, disagreements emerged within the City Commission, most notably led by an elected official, regarding the legality and terms of the amendment, as well as the appraised value of the property. Communications between the City and RAF deteriorated rapidly. Despite a formal appraisal valuing the property at \$485,000, concerns were raised—some in good faith, others possibly not—about the adequacy of the agreement. These events led to the City rescinding prior actions and halting the transaction.

This investigation found that while concerns about legal compliance under Texas Local Government Code Chapter 272 may have had merit, the City failed to manage the process transparently or proactively. Interviewees described a lack of leadership, inadequate due diligence, and strained communication between City officials, legal counsel, and RAF.

The City's decision to disengage from RAF without a meaningful attempt to cure or renegotiate the agreement led to further community division and litigation. Unsubstantiated and inflammatory personal allegations were made by a sitting official, exacerbating tensions and damaging public trust. Interviewees expressed concern over these personal attacks as well as vicious and ultimately unfounded accusations of drug and child trafficking at the airport.

This report underscores the importance of clarity, professionalism, and consistent communication in public decision-making. While mistakes were made, the City Commission, City Manager, and City Attorney bear primary responsibility for the breakdown in this public-private partnership. The findings serve as a cautionary account of the consequences that result when governance is clouded by poor process, speculation, and fractured leadership.

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**ORDINANCE NO. 2023-09-08-A**

**AN ORDINANCE OF THE CITY OF RANGER, TEXAS ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Ranger, Texas (herein the “City”) has submitted to the City Commission a proposed budget of the revenues of said City and the expenditures/expenses of conducting the affairs thereof and providing a complete financial plan for fiscal year 2025/2026 and which said proposed budget has been compiled from detailed information obtained from the several departments, divisions, and office of the City;

**WHEREAS**, the City Commission has received said City Manager’s proposed budget, a copy of which proposed budget and all supporting schedules have been filed with the City Secretary; and,

**WHEREAS**, the City Commission has conducted a public hearing on the budget, as provided by law.

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

**Section 1.** The proposed budget of the revenue of the City and the expenses of conducting the affairs thereof providing a complete financial plan for the ensuing fiscal year beginning OCTOBER 1, 2025, and ending SEPTEMBER 30, 2026, as submitted to the City Commission by the City Manager of said City, and which budget is attached hereto as Exhibit “A”, be and the same is in all things adopted and approved as the budget of all current expenditures/expenses as well as fixed charges against said City for the fiscal year beginning OCTOBER 1, 2025, and ending SEPTEMBER 30, 2026.

**Section 2.** The sums shown on Exhibit “A” is hereby appropriated from the respective funds for the payment of expenditures on behalf of the City government as established in the approved budget document for the fiscal year ending SEPTEMBER 30, 2026:

**Section 3.** Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**Section 4.** This Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

**FIRST READING PASSED AND APPROVED** this \_\_\_\_ day of August, 2025.

**SECOND READING PASSED AND APPROVED** this \_\_\_\_ day of September, 2025.

ATTEST:

**THE CITY OF RANGER, TEXAS**

\_\_\_\_\_  
Hope Delatorre, City Secretary

\_\_\_\_\_  
Mayor

## 2025-2026 PROPOSED BUDGET – CITY OF RANGER

### GENERAL FUND - REVENUE

	2024-2025 Adopted Budget	2025-2026 Proposed Budget	2025-2026 Adopted Budget
100402 · Municipal Court Fines	72,000.00	65,000.00	
100403 - Court Security Fund	0.00	0.00	
100404 · Court Technology Fund	0.00	2,379.49	
100405 · Permits & Licenses Fees	675.00	414.00	
100406 · Records Preservation Fee	90.00	100.00	
100407 · Birth Certificates	850.00	500.00	
100408 · Death Certificates	55.00	100.00	
100409 · Cemetery Lots Sales	8,000.00	4,080.00	
100410 · Cemetery Lot Location Fees	550.00	600.00	
100411 · Community Center Rental	1,100.00	600.00	
100412 · EMS County Subsidy	28,500.00	8,550.00	
100413 · EMS Fees	155,000.00	170,209.15	
100414 · Federal Fuel Tax Refund	4,500.00	4,500.00	
100415 · Office Supplies - Income	400.00	500.00	
100416 · PILOT Funds	15,000.00	25,000.00	
100417 · 42100- Airport Electricity Reimbursement	2,000.00	0.00	
100418 · Cell Tower Lease	15,000.00	15,000.00	
100419 - Real Property Leases	0.00	0.00	
100420 · Franchise Fees	145,000.00	145,000.00	
100421 · Drug Seizure Income	0.00	0.00	
100422 · Sales Tax (State)	530,000.00	602,859.56	
100424 · AD-VALOREM TAX - Other	536,033.89	546,957.01	
100425 · Interest Earned	5,200.00	16,618.26	
100426 · Contingency	293,097.86	200,000.00	
110427 - Code Enforcement	0.00	40,000.00	
100430 · Donations	0.00	22,292.40	
100437 · Transfer from Utility Fund	300,000.00	728,993.92	
100563 · Election Fees	6,000.00	6,000.00	
100600 - Grant Revenue	0.00	0.00	
100601 - PD Step Grant Reimbursement	0.00	0.00	
100602 - Sale of Materials	0.00	0.00	
100603 · Sale of Assets	1,000.00	1,500.00	
100604 - Sale of Real Property	0.00	0.00	
100605 · Misc Revenue	1,000.00	3,218.90	
100606 - Loan from Utility Fund	0.00	0.00	
100607 - Pool Admissions	0.00	0.00	
100608 - Pool Concessions	0.00	0.00	
<b>TOTAL GENERAL FUND REVENUE</b>	<b>2,121,051.75</b>	<b>2,610,972.69</b>	

**GENERAL FUND – EXPENSES**

	<b>2024-2025 Adopted Budget</b>	<b>2025-2026 Proposed Budget</b>	<b>2025-2026 Adopted Budget</b>
<b>ADMINISTRATION</b>			
110100 · Uniforms - A	0.00	88.80	
110499 · Longevity Pay - A	200.00	300.00	
110500 · Salary and Wages - A	116,699.00	200,000.00	
TMRS	8,482.02	13,445.00	
Social Security & Medicare	8,927.47	15,240.00	
Unemployment	1,517.09	2,000.00	
110501 - Retirement Gifts	0.00	0.00	
110510 · Overtime- A	0.00	0.00	
110525 · Health Insurance- A	17,957.76	17,500.00	
110530 · Workers Comp. (TML IRP Insurance) - A	5,787.03	13,045.68	
110531 · Life Insurance- A	495.60	2,000.00	
110532 · Commissioner Stipend-A	1,500.00	1,800.00	
110533 · WC for Volunteers/Commission- A	56.00	0.00	
110540 · Postage- A	750.00	1,568.20	
110541 · Office Supplies- A	3,500.00	4,000.00	
110542 · Janitorial Supplies- A	1,200.00	1,200.00	
110543 · Operating Supplies- A	1,250.00	2,367.73	
110545 · Fuel- A	1,500.00	3,200.00	
110550 · Rental/Lease of Equip- A	5,000.00	3,105.00	
110551 · Maint. of Building- A	2,000.00	3,000.00	
110552 · Maint. of Office Equip.- A	500.00	0.00	
110553 · Maint. of Auto's- A	300.00	400.00	
110560 - Grant Expense	0.00	0.00	
110561 · Office Equip.- A	1,000.00	5,500.00	
110562 · Bank Account Fees- A	100.00	0.00	
110563 · Election Services- A	6,000.00	7000.00	
110565 · Professional Services- A	7,500.00	43,000.00	
110568 · Advertising- A	2,000.00	6,000.00	
110569 · Incode- A	1,400.00	0.00	
110571 · Economic Development	66,250.00	82,893.43	
110573 · Utility Sales Tax Trx	168,000.00	48,000.00	
110574 · Liability Ins. Bonds- A	0.00	200.00	
110575 · Legal- A	50,000.00	35,000.00	
110576 · Audit- A	9,500.00	10,250.00	
110577 · Appraisal District- A	22,328.94	22,820.58	
110578 - Auto Equipment	0.00	600.00	
110579 - Survey Equipment	0.00	0.00	
110580 · Dues- A	1,500.00	400.00	
110581 · School Tuition- A	2,500.00	7,100.00	
110582 · Meals- A	1,000.00	1,000.00	

110583 · Travel- A	3,000.00	3,000.00
110584 · Communications- A	2,500.00	11,237.74
110585 · Electricity- A	4,000.00	5,566.76
110586 · Gas- A	1,200.00	1,280.66
110587 · Miscellaneous- A	350.00	1,000.00
110589 - Transfer to Contingency	0.00	0.00
110590 - Loan to Utility	0.00	0.00
<b>TOTAL ADMIN</b>	<b>527,750.91</b>	<b>576,113.90</b>

	<b>2024-2025 Adopted Budget</b>	<b>2025-2026 Proposed Budget</b>	<b>2025-2026 Adopted Budget</b>
<b>AIRPORT</b>			
116585 - Electricity	2,000.00	0.00	
116530 - TML IRP Insurance	886.00	0.00	
<b>TOTAL AIRPORT</b>	<b>2886.00</b>	<b>0.00</b>	

	<b>2024-2025 Adopted Budget</b>	<b>2025-2026 Proposed Budget</b>	<b>2025-2026 Adopted Budget</b>
<b>EMERGENCY MANAGEMENT – PUBLIC SAFETY</b>			
110566 · Eastland Co. Crisis Center	2,500.00	3,000.00	
115591 · Code Red- EM	4,700.00	5,400.00	
115593 · Dispatch- EM	42,036.65	50,443.98	
<b>TOTAL EM – PUBLIC SAFETY</b>	<b>49,236.65</b>	<b>58,843.98</b>	

	<b>2024-2025 Adopted Budget</b>	<b>2025-2026 Proposed Budget</b>	<b>2025-2026 Adopted Budget</b>
<b>POLICE DEPARTMENT</b>			
120188 · Vehicle - P	40,000.00	40,000.00	
120300 · Uniforms- P	3,500.00	1500.00	
120301 · Minor Tools	500.00	68.62	
120302 · Maint. of Radio's- A	500.00	10,300.00	
120303 · Medical Expenses- A	500.00	0.00	
120304 · Maintenance of Other	500.00	600.00	
120305 · Police Equipment- P	6,000.00	6000.00	
120306 · Court Costs- P	25,000.00	5,000	
120307 · Inspections/Cert. Fees- P	500.00	500.00	
120308 · Drug Seizure Exp.- P	1,000.00	1,000.00	
120309 · Jail Expense	500.00	0.00	
120310 – Body Armor	0.00	1700.00	
120312 – CopSync	0.00	6,420.00	
120499 · Longevity Pay - P	565.00	630.00	
120500 · Salary- P	236,621.44	250,000.00	

120510 · Overtime- P	15,000.00	15,000.00
120512 · Contract Labor- P	5,000.00	10,000.00
TMRS	18,292.88	17,814.63
Social Security & Medicare	19,249.04	20,431.50
Unemployment	3,271.08	2,650.00
120525 · Health Insurance- P	44,494.40	45,000.00
120530 · Workers Comp. (TML IRP Insurance) - P	7,500.00	21,742.80
120531 · Life Insurance- P	1,239.00	1,200.00
120540 · Postage- P	750.00	0.00
120541 · Office Supplies- P	750.00	2,500.00
120543 · Operating Supplies- P	2,500.00	2,000.00
120545 · Fuel- P	22,500.00	25,000.00
120550 · Equipment Rental- P	500.00	4,500.00
120551 · Maint. of Building- P	750.00	2,500.00
120553 · Maint. of Auto's- P	10,000.00	10,000.00
120560 - Grant Expense	0.00	0.00
120561 · Office Equip.- P	500.00	3,000
120565 · Professional Services- P	20,000.00	32,600.00
120568 - Adv	0.00	0.00
120578 · Auto Equipment- P	250.00	3,200.00
120580 · Dues- P	250.00	680.00
120581 · School Tuition- P	750.00	0.00
120583 · Travel- P	750.00	3,000.00
120584 · Communications- P	4,000.00	2,200.00
120585 · Electricity- P	2,600.00	2,400.00
120586 · Gas- P	1,350.00	2,000.00
120600 · WC for Reserve Officers- P	6.36	2,600.00
<b>TOTAL POLICE</b>	<b>497,939.2</b>	<b>555,737.55</b>

	<b>2024-2025 Adopted Budget</b>	<b>2025-2026 Proposed Budget</b>	<b>2025-2026 Adopted Budget</b>
<b>CODE ENFORCEMENT OPERATIONS</b>			
Code Enforcement Contracting	0.00	10000.00	
PD Officer Costs	0.00	0.00	Internal Costs
Library Staff Program Management Costs	0.00	0.00	Internal Costs
Municipal Court Staff Costs	0.00	0.00	Internal Costs
Postage	0.00	500.00	
Office Supplies	0.00	200.00	
Operating Supplies	0.00	200.00	
Inspection Costs	0.00	2000.00	
Nuisance and Debris Cleanup	0.00	15000.00	
Vehicle Towing and Impound	0.00	0.00	
Demolition Operations (Buildings)	0.00	120000.00	
School Tuition	0.00	1100.00	
Travel	0.00	700.00	
Communications	0.00	0.00	

**TOTAL CODE ENFORCEMENT OPERATIONS 0.0 149,700.00**

	<b>2024-2025 Adopted Budget</b>	<b>2025-2026 Proposed Budget</b>	<b>2025-2026 Adopted Budget</b>
<b>ANIMAL CONTROL</b>			
121300 · Uniforms- ACO	500.00	500.00	
121301 · Minor Tools- ACO	250.00	100.00	
121303 · Medical Expenses- ACO	1,750.00	4,911.19	
121307 · Inspection/Cert. Fees- ACO	150.00	100.00	
121310 · Chemical Supplies- ACO	500.00	0.00	
121311 · Shelter Supplies- ACO	0.00	600.00	
121312 · CopSync	300.00	380.00	
121499 · Longevity Pay - ACO	100.00	120.00	
121500 · Salary- ACO	27,583.40	35,000.00	
121510 · Overtime- ACO	5,000.00	10000.00	
TMRS	2,368.81	3,025.13	
Social Security	2,492.63	3,469.50	
Unemployment	423.58	450.00	
121525 · Health Insurance- ACO	8,978.88	9000.00	
121530 · Workers Comp. (TML IRP Insurance)- ACO	5,787.03	4,350.00	
121531 · Life Insurance- ACO	247.80	300.00	
121541 · Office Supplies- ACO	250.00	200.00	
121543 · Operating Supplies- ACO	500.00	500.00	
121545 · Fuel- ACO	1,250.00	5000.00	
121551 · Maint. of Building- ACO	2,000.00	2000.00	
121553 · Maint. of Auto's- ACO	1,200.00	1,500.00	
121578 · Auto Equipment	0.00	0.00	
121581 · School Tuition- ACO	700.00	200.00	
121583 · Travel- ACO	700.00	300.00	
121584 · Communications- ACO	1,050.00	960.00	
121585 · Electricity- ACO	3,150.00	2500.00	
<b>TOTAL ANIMAL CONTROL</b>	<b>67,232.13</b>	<b>85,465.82</b>	

	<b>2024-2025 Adopted Budget</b>	<b>2025-2026 Proposed Budget</b>	<b>2025-2026 Adopted Budget</b>
<b>FIRE DEPARTMENT AND EMS</b>			
130100 · Emergency Operating Center- F/E	0.00	0.00	
130205 · Drug Supplies- F/E	12,000.00	11,500.00	
130280 · WC Volunteer FF- F/E	0.00	0.00	
130300 · Uniforms- F/E	3,000.00	3,000.00	
130301 · Minor Tools- F/E	500.00	250.00	
130302 · Maint. of Radio's- F/E	250.00	750.00	
130303 · Medical Expenses- F/E	1,000.00	0.00	
130307 · Inspection/Cert. Fees- F/E	3,500.00	5,110.00	

130331 · Maint. of Equipment- F/E	7,500.00	10,000.00
130345 · Maint. of Other- F/E	500.00	0.00
130390 · EMS Equipment- F/E	15,000.00	5,000.00
130499 · Longevity Pay - F/E	1,255.00	1,830.00
130500 · Salary- F/E	257,540.69	275000.00
130510 · Overtime- F/E	0.00	0.00
130512 · Contract Labor- F/E	2,000.00	2000.00
TMRS	18,723.21	18,486.88
Social Security	19,701.86	21,202.50
Unemployment	3,348.03	2,750.00
130525 · Health Insurance- F/E	35,915.52	45,000.00
130530 · Workers Comp. (TML IRP Insurance) - F/E	7,404.92	11000.00
130531 · Life Insurance- F/E	991.20	1000.00
130540 · Postage- F/E	50.00	0.00
130541 · Office Supplies- F/E Copier Rental	1,500.00	6,200.00
130542 · Janitorial Supplies- F/E	1,750.00	750.00
130543 · Operating Supplies- F/E	4,000.00	1,200.00
130545 · Fuel- F/E	16,000.00	16,000.00
130550 · Equipment Rental- F/E	4,000.00	5,500.00
130551 · Maint. of Building- F/E	500.00	11,000.00
130553 · Maint. of Auto's- F/E	3,500.00	0.00
130560 · Grant Expense- F/E	0.00	0.00
130565 · Professional Services- F/E	22,000.00	9,000.00
130574 · Liability Ins. Bonds- F/E	70.00	70.00
130580 · Dues- F/E	1,500.00	1,500.00
130581 · School Tuition- F/E	1,000.00	1,000.00
130583 · Travel- F/E	1,000.00	1,000.00
130584 · Communications- F/E	3,500.00	2,100.00
130585 · Electricity- F/E	4,500.00	5,400.00
130586 · Gas- F/E	3,700.00	4,500.00
<b>TOTAL FIRE DEPARTMENT AND EMS</b>	<b>458,700.43</b>	<b>479,099.38</b>

	<b>2024-2025</b>	<b>2025-2026</b>	<b>2025-2026</b>
	<b>Adopted Budget</b>	<b>Proposed</b>	<b>Adopted Budget</b>
		<b>Budget</b>	

**MUNICIPAL COURT**

125200 · Court Technology- Ct	1,700.00	0.00
125201 · Court Security- Ct	500.00	135.00
125499 · Longevity Pay - Ct	815.00	984.00
125500 · Salary- Ct	73,239.44	33280.00
125525 · Health Insurance- Ct	9,030.84	0.00
TMRS	5,324.51	0.00
Social Security	5,602.82	2565.89
Unemployment	952.11	350.00
125530 · Workers Comp. (TML IRP Insurance) - Ct.	7,404.92	4400.00
125531 · Life Insurance- Ct.	247.80	200.00
125541 · Office Supplies- Ct	500.00	514.75

125565 · Professional Services- Ct	7,500.00	2,178.36
125569 · Incode/Tyler Tech	0.00	3,043.08
125574 · Liability Ins. Bonds- Ct	175.00	392.50
125575 – Jail Expense	0.00	700.00
125576 – CopSync	0.00	3,000.00
125580 · Dues- Ct	250.00	500.00
125581 · School Tuition- Ct	2,000.00	1500.00
125583 · Travel- Ct	1,500.00	815.92
125584 · Communications- Ct	0.00	0.00
125585 · Electricity- Ct	750.00	0.00
<b>TOTAL MUNICIPAL COURT</b>	<b>117,492.44</b>	<b>54,559.50</b>

	<b>2024-2025 Adopted Budget</b>	<b>2025-2026 Proposed Budget</b>	<b>2025-2026 Adopted Budget</b>
<b>STREET DEPARTMENT</b>			
140300 · Uniforms- St	1,000.00	1,800.00	
140301 · Minor Tools- St	1,000.00	1,500.00	
140309 · WC for Volunteers- St	0.00	0.00	
140310 · Chemical- St	250.00	0.00	
140312 · Shop Equipment- St	500.00	0.00	
140316 · Maint. of Shop Equipment- St	2,000.00	0.00	
140317 · Street Improvements- St	25,000.00	150,000.00	
140330 · Machine & Equipment- St	10,000.00	102,513.68	
140331 · Maint. of Equipment- St	10,000.00	15,000.00	
140332 · Maint. of Streets	5,000.00	0.00	
140499 - Longevity Pay	0.00	200.00	
140500 · Salary- St	55,166.80	98,000.00	
140510 · Overtime- St	4,000.00	5000.00	
140512 · Contract Labor- St	5,000.00	5000.00	
TMRS	4,301.42	6,924.18	
Social Security & Medicare	4,526.26	7,941.30	
Unemployment	769.17	1,030.00	
140525 · Health Insurance- St.	17,957.76	27,000.00	
140530 · Workers Comp. (TML IRP Insurance)- St.	8,885.90	13,045.68	
140531 · Life Insurance- St.	495.60	500.00	
140541 · Office Supplies- St	0.00	0.00	
140543 · Operating Supplies- St	400.00	662.35	
140545 · Fuel- St	5,000.00	20,000.00	
140550 · Equipment Rental- St	1,250.00	5,000.00	
140553 · Maint. of Auto's- St	4,000.00	8,000.00	
140578 · Auto Equipment- St	0.00	0.00	
140580 · Dues- St	0.00	0.00	
140585 · Electricity- St	30,000.00	30,960.30	
<b>TOTAL STREET DEPARTMENT</b>	<b>262,752.91</b>	<b>500,077.49</b>	

	2024-2025 Adopted Budget	2025-2026 Proposed Budget	2025-2026 Adopted Budget
<b>LIBRARY</b>			
150300 · Uniforms- L	0.00	0.00	
150331 · Maint. of Machinery/Equipment- L	1,000.00	1000.00	
150499 · Longevity Pay - L	1,000.00	1,200.00	
150500 · Salary- L	28,090.93	36400.00	
TMRS	2,042.21	2,450.00	
Social Security	2,148.96	2,806.44	
Unemployment	365.18	364.00	
150525 · Health Insurance- L	40.50	50.00	
150530 · Workers Comp. (TML IRP Insurance)- L	8,885.90	4,500.00	
150531 · Life Insurance- L	247.80	250.00	
150542 · Janitorial Supplies- L	750.00	400.00	
150543 · Operating Supplies- L	1,500.00	1,100.00	
150551 · Maint. of Building- L	5,000.00	6,000.00	
150574 · Liability Ins. Bonds- L	50.00	0.00	
150581 · School Tuition- L	750.00	460.00	
150583 · Travel- L	1,750.00	1540.00	
150584 · Communications- L	1,500.00	2,400.00	
150585 · Electricity- L	1,850.00	2,400.00	
150586 · Gas- L	2,500.00	3,000.00	
<b>TOTAL LIBRARY</b>	<b>59,471.48</b>	<b>66,320.44</b>	

	2024-2025 Adopted Budget	2025-2026 Proposed Budget	2025-2026 Adopted Budget
<b>CEMETERY AND PARKS</b>			
155300 · Uniforms- Cem	500.00	500.00	
155301 · Minor Tools- Cem	500.00	1,000.00	
155330 · Machinery and Equipment - Cem	0.00	11,500.00	
155331 · Maint. of Machinery- Cem	1,200.00	800.00	
155499 · Longevity Pay - Cem	725.00	954.00	
155500 · Salary- Cem	37,425.16	38,750.00	
155510 · Overtime- Cem	250.00	250.00	
155512 · Contract Labor- Cem	5,000.00	4,325.00	
TMRS	2,738.98	2,700.00	
Social Security	2,882.15	3,084.00	
Unemployment	489.78	400.00	
155525 · Health Insurance- Cem	8,978.88	9000.00	
155530 · Workers Comp. (TML IRP Insurance) - Cem.	8,885.90	4,500.00	
155531 · Life Insurance- Cem	247.80	250.00	
155542 · Janitorial Supplies- Cem	0.00	0.00	
155543 · Operating Supplies- Cem	250.00	500.00	
155545 · Fuel- Cem	3,200.00	3,500.00	

155553 · Maint. of Auto's- Cem	1,200.00	3,000.00
155585 · Electricity- Cem	0.00	0.00
<b>TOTAL CEMETERY AND PARKS</b>	<b>74,473.65</b>	<b>85,013.00</b>

### UTILITY FUND - REVENUE

	2024-2025 Adopted Budget	2025-2026 Proposed Budget	2025-2026 Adopted Budget
200405 · Permits- U	50.00	12.00	
200425 · Interest (Earned) - U	12,000.00	15,072.52	
200427 · Grant Revenue- U	0.00	0.00	
200430 · Sale of Assets- U	1,500.00	4,817.46	
200434 · Misc Income (Revenue) - U	500.00	1000.00	
200470 · Sewer Revenue - (Fees) Other	550,000.00	600,000.00	
200471 · Water Revenue - (Sales) Other	1,380,000.00	1,400,750.00	
200472 · Water Tap	2,200.00	3000.00	
200473 · Wastewater Tap	1,700.00	2500.00	
1-46005 · Bulk Sewer Sales	0.00	7,641.60	
1-46010 · Bulk Water Sales	2,448.00	80,873.40	
1-46011 · Contract Water Sales	480,433.17	500000.00	
200474 · Service Charges	4,750.00	4,519.51	
200475 · Turn on/off Charges	8,150.00	6,376.73	
200477 · Sanitation (Charges) Revenue	525,000.00	530,000.00	
200478 · Sanitation Tax - Income	35,000.00	15,872.26	
200479 · Collection Station Fees	4,500.00	4,417.20	
200480 · Penalties	42,050.00	50,200.00	
200485 · Unapplied Payments	5,200.00	10000.00	
200486 - Loan from General	0.00	0.00	
200487 · Contingency - U	0.00	0.00	
200488 - Franchise Fee	0.00	0.00	
<b>TOTAL UTILITY FUND REVENUE</b>	<b>3,055,481.17</b>	<b>3,237,052.68</b>	

### UTILITY FUND - EXPENSES

	2024-2025 Adopted Budget	2025-2026 Proposed Budget	2025-2026 Adopted Budget
<b>SANITATION DEPARTMENT</b>			
260123 · Transfer to General- S	100,000.00	242,993.92	
260155 · Republic Services Contract- S	280,000.00	385,000.00	
260160 · Sales Tax- S	38,000.00	40,000.00	
260300 · Uniforms- S	500.00	600.00	
260331 · Repair/Maint. Equipment- S	1,500.00	1,500.00	
260499 · Longevity Pay - S	215.00	750.00	
260500 · Sanitation Salary - S	28,979.12	32,000.00	
Social Security & Medicare	2,216.90	2,467.20	
TMRS	2,106.78	2,151.20	
Unemployment	376.73	320.00	

260510 · Overtime - S	0.00	200.00
260512 · Contract Labor-S	500.00	500.00
260525 · Health Ins. -S	20.00	1000.00
260530 · Workers Comp. (TML IRP Insurance)- S	8,078.09	4,500.00
260531 · Life Insurance- S	247.80	250.00
260540 · Postage- S	250.00	0.00
260543 · Operating Supplies- S	700.00	600.00
260545 · Fuel- S	1,500.00	0.00
260585 · Electricity- S	500.00	150.00
<b>TOTAL SANITATION DEPARTMENT</b>	<b>465,690.42</b>	<b>714,982.32</b>

	<b>2024-2025 Adopted Budget</b>	<b>2025-2026 Proposed Budget</b>	<b>2025-2026 Adopted Budget</b>
<b>WATER DEPARTMENT</b>			
270108 · Testing Expenses- W	1,250.00	3,000.00	
270118 – Capital Improvement	0.00	67,000.00	
270123 · Transfer to General- W	100,000.00	243,000.00	
270171 · Maintenance of Shop Equip.- W	2,250.00	0.00	
270172 · ECWSD	950,000.00	1,020,000.00	
270185 · Lab Sample Fees- W	18,000.00	18,000.00	
270186 · Water Meters & Parts- W	20,000.00	30,000.00	
270187 · Maintenance of Water System	70,731.13	57,500.00	
270188 · Vehicle- W	25,000.00	30,000.00	
270190 · Engineering- W	15,000.00	7,500.00	
270300 · Uniforms- W	2,500.00	2,400.00	
270301 · Minor Tools- W	2,000.00	3,500.00	
270303 · Medical Expenses- W	250.00	500.00	
270304 · Permits - W	2,332.25	0.00	
270307 · Inspections/Certs. -W	3,000.00	4,500.00	
270310 · Chemical Supplies- W	1,200.00	1,500.00	
270315 · Liability Ins. Bonds	0.00	0.00	
270330 · Machinery & Equipment- W	5,000.00	15,000.00	
270331 · Maintenance of Machinery- W	12,000.00	12,000.00	
270335 · Street Repair- W	5,000.00	0.00	
270499 · Longevity Pay - W	475.00	828.00	
270500 · Water Salary	178,188.76	195,000.00	
270510 · Overtime - W	25,000.00	30000.00	
TMRS	14,771.82	15,150.00	
Social Security	1,948.84	17,500.00	
Unemployment	198.21	2,250.00	
270512 · W-Contract Labor	0.00	0.00	
270525 · Health Ins. -W	44,894.40	36,000.00	
270530 · Workers Comp.- W	5,787.08	17,400.00	
270531 · Life Insurance-W	1,239.00	1400.00	
270540 · Postage- W	540.00	0.00	
270542 · Janitorial Supplies- W	500.00	116.56	

270543 · Operating Supplies- W	2,200.00	6,000.00
270545 · Fuel- W	18,500.00	12,177.94
270550 · Rental of Equipment- W	2,850.00	2,850.00
270551 · Maintenance of Buildings- W	500.00	1,000.00
270553 · Maintenance of Auto's- W	10,000.00	7,500.00
270560 · Grant Expense- W	0.00	0.00
270575 · Legal- W	500.00	0.00
270576 · Auditor- W	9,500.00	10250.00
270578 · Auto Equipment- W	0.00	0.00
270579 · Survey Expenses- W	0.00	0.00
270580 · Dues- W	1,200.00	300.00
270581 · School Tuition- W	2,500.00	1,000.00
270583 · Travel Expenses- W	1,500.00	0.00
270584 · Communication- W	1,500.00	840.00
270585 · Electricity- W	9,500.00	10,500.00
270901 - Debt Service	0.00	0.00
270903 - Contingency	0.00	0.00
<b>TOTAL WATER DEPARTMENT</b>	<b>1,569,306.49</b>	<b>1,883,462.50</b>

	<b>2024-2025 Adopted Budget</b>	<b>2025-2026 Proposed Budget</b>	<b>2025-2026 Adopted Budget</b>
<b>WASTEWATER DEPARTMENT</b>			
272123 · Transfer to General- WW	100,000.00	243,000.00	
272174 · Wastewater Services- WW	32,500.00	32,500.00	
272175 · TCEQ Fines- WW	0.00	0.00	
272176 · Maint. Wastewater System- WW	35,000.00	6,500.00	
272185 · Lab Sample Fees- WW	5,500.00	6,888.00	
272190 · Engineering- WW	10,000.00	15,000.00	
272300 · Uniforms- WW	1,500.00	600.00	
272301 · Minor Tools- WW	1,000.00	7,000.00	
272303 · Medical Expenses- WW	500.00	0.00	
272304 · Permits - WW	6,100.00	8,006.18	
272307 · Inspections/Certs.- WW	2,500.00	0.00	
272310 · Chemical Supplies- WW	35,000.00	15,000.00	
272330 · Machinery & Equipment- WW	20,000.00	20,000.00	
272331 · Maintenance of Machinery- WW	7,500.00	70,500.00	
272335 · Street Repair- WW	5,000.00	0.00	
272499 · Longevity Pay - WW	140.00	150.00	
272500 · Wastewater Salary - WW	61,786.82	52000.00	
272510 · Overtime - WW	7,500.00	5000.00	
TMRS	5,037.15	3,850.00	
Social Security & Medicare	969.80	3,850.00	
Unemployment	78.09	570.00	
272512 · WW-Contract Labor	4,000.00	0.00	
272525 · Health Ins. -WW	8,188.15	9,000.00	
272530 · Workers Comp. (TML IRP Insurance)- WW	8,078.09	4350.00	

272531 · Life Insurance- WW	495.60	148.68
272540 · Postage- WW	500.00	0.00
272542 · Janitorial Supplies- WW	500.00	0.00
272543 · Operating Supplies- WW	1,500.00	1,500.00
272545 · Fuel- WW	6,000.00	4,500.00
272550 · Rental of Equipment- WW	750.00	0.00
272551 · Maintenance of Buildings- WW	1,250.00	5,000.00
272553 · Maintenance of Auto's- WW	4,000.00	500.00
272560 · Grant Expense- WW	0.00	0.00
272580 · Dues- WW	2,000.00	1500.00
272581 · School Tuition- WW	2,500.00	1,500.00
272583 · Travel Expenses- WW	1,000.00	0.00
272584 · Communication- WW	1,500.00	1,500.00
272585 · Electricity- WW	23,250.00	22,000.00
272901 · Debt Service	0.00	0.00
<b>TOTAL WASTEWATER DEPARTMENT</b>	<b>403,123.70</b>	<b>532,921.86</b>

	<b>2024-2025 Adopted Budget</b>	<b>2025-2026 Proposed Budget</b>	<b>2025-2026 Adopted Budget</b>
<b>UTILITY BILLING</b>			
280499 · Longevity Pay - UB	300.00	120.00	
280500 · Salaries- UB	37,513.42	35000.00	
280510 · Overtime - UB	1,750.00	1000.00	
TMRS	2,854.45	2,450.00	
Social Security & Medicare	3,003.65	2800.00	
Unemployment	510.42	375.00	
280525 · Health Ins. -UB	8,978.88	9,000.00	
280530 · Workers Comp. (TML IRP Insurance)- U	8,090.00	8100.00	
280531 · Life Insurance- UB	247.80	250.00	
280540 · Postage- UB	5,500.00	4,200.00	
280541 · Office Supplies- UB	2,500.00	7,000.00	
280542 · Janitorial Supplies- UB	1,500.00	900.00	
280543 · Operating Supplies- UB	500.00	13,641.00	
280550 · Rental of Equipment- UB	6,953.01	1,200.00	
280552 · Maint. Office Equipment- UB	500.00	500.00	
280561 · Office Equipment- UB	1,000.00	500.00	
280562 · Bank Account Fees- UB	2,250.00	2300.00	
280565 · Professional Services- UB	5,000.00	3,850.00	
280584 · Communication - UB	0.00	500.00	
280585 · Electricity - UB	0.00	0.00	
280900 · Contract Services- UB	4,000.00	0.00	
<b>TOTAL UTILITY BILLING</b>	<b>92,951.63</b>	<b>93,686.00</b>	

**2025-2026 PROPOSED BUDGET – SUMMARY SHEET – CITY OF RANGER**

	<b>2024-2025 Adopted Budget</b>	<b>2025-2026 Proposed Budget</b>	<b>2025-2026 Adopted Budget</b>
<b>TOTAL GENERAL FUND REVENUE</b>	<b>2,121,051.75</b>	<b>2,610,972.69</b>	
<b>TOTAL ADMIN</b>	<b>527,750.91</b>	<b>576,113.90</b>	
<b>TOTAL AIRPORT</b>	<b>2886.00</b>	<b>0.00</b>	
<b>TOTAL EM – PUBLIC SAFETY</b>	<b>49,236.65</b>	<b>58,843.98</b>	
<b>TOTAL POLICE</b>	<b>497,939.2</b>	<b>555,737.55</b>	
<b>TOTAL CODE ENFORCEMENT OPERATIONS</b>	<b>0.0</b>	<b>149,700.00</b>	
<b>TOTAL ACO</b>	<b>67,232.13</b>	<b>85,054.63</b>	
<b>TOTAL FIRE DEPARTMENT AND EMS</b>	<b>458,700.43</b>	<b>479,099.38</b>	
<b>TOTAL MUNICIPAL COURT</b>	<b>117,492.44</b>	<b>54,559.50</b>	
<b>TOTAL STREET DEPARTMENT</b>	<b>262,752.91</b>	<b>500,077.49</b>	
<b>TOTAL LIBRARY</b>	<b>59,471.48</b>	<b>66,320.44</b>	
<b>TOTAL CEMETERY AND PARKS</b>	<b>74,473.65</b>	<b>85,465.82</b>	
<b>TOTAL GENERAL EXPENSES</b>	<b>2,117,935.80</b>	<b>2,610,972.69</b>	
<b>TOTAL UTILITY FUND REVENUE</b>	<b>3,055,481.17</b>	<b>3,237,052.68</b>	
<b>TOTAL SANITATION DEPARTMENT</b>	<b>465,690.42</b>	<b>714,982.32</b>	
<b>TOTAL WATER DEPARTMENT</b>	<b>1,569,306.49</b>	<b>1,883,462.50</b>	
<b>TOTAL WASTEWATER DEPARTMENT</b>	<b>403,123.70</b>	<b>532,921.86</b>	
<b>TOTAL UTILITY BILLING</b>	<b>92,951.63</b>	<b>93686.00</b>	
<b>TOTAL PUBLIC WORKS BARN</b>	<b>0.00</b>	<b>12,000.00</b>	
<b>TOTAL UTILITY EXPENSES</b>	<b>2,531,072.24</b>	<b>3,237,052.68</b>	
<b>2025-2026 NET</b>			
<b>TOTAL REVENUE</b>		<b>5,419,031.45</b>	
<b>TOTAL EXPENSES</b>		<b>-5,419,031.45</b>	
<b>TOTAL CITY OF RANGER NET</b>		<b>0.00</b>	

## **ORDINANCE NO. 2023-09-25-B**

**AN ORDINANCE OF THE CITY OF RANGER, TEXAS, SETTING THE TAX LEVY FOR THE YEAR 2025 ON ALL TAXABLE REAL AND PERSONAL PROPERTY LOCATED IN THE CITY OF RANGER, TEXAS; PROVIDING FOR PENALTY, INTEREST, AND ADDITIONAL PENALTY ON TAXES NOT TIMELY PAID AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT.**

**Whereas**, pursuant to the provisions of the Constitution and Laws of the State of Texas, the City Commission of the City of Ranger, Texas, is vested with the power to levy, assess and collect an annual tax upon all taxable real and personal property locate within the city Limits; and

**Whereas**, pursuant to the Charter of the City of Ranger, this ordinance shall be read twice (2) and considered at two (2) sessions of the City Commission, and published in the City’s official newspaper; and

**Whereas**, the Commission is required to set a tax rate, expressed as a rate per hundred-dollar valuation of said property, located in the City of Ranger;

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

**Section 1.** The tax rate for the City of Ranger, Texas, per hundred-dollar valuation for the year 2026 has been computed, and is hereby set, levied, and assessed as follows:

\$0.664442 per \$100.00 of property value.

**Section 2.** All ad valorem taxes levied in accordance with this Ordinance shall be due and payable before the delinquency date prescribed in the Texas Property code. All ad valorem taxes due the City of Ranger, and not paid before the delinquency date shall bear a penalty and interest, and if not paid before January 31, 2026 shall incur an additional penalty as provided by the Texas Property Tax Code:

February – 7%      March – 9%      April – 11%      May – 13%

June – 15%      July – 18%, plus 20% for attorney

**Section 3.** That said tax levied as aforesaid, based upon valuations established by the Eastland County Appraisal District, will be sufficient to meet the requirements of the City of Ranger for the Budget Year 2025-2026.

**FIRST READING PASSED AND APPROVED, this \_\_\_\_ day of August 2025.**

**SECOND READING PASSED AND APPROVED, this \_\_\_\_ day of September 2025.**

**THE CITY OF RANGER, TEXAS**

**ATTEST:**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Hope Delatorre, City Secretary**

**RANGER AIRFIELD  
DEVELOPMENT AND MAINTENANCE AGREEMENT**

**1. Parties**

This Agreement is entered into between the City of Ranger, Texas (“City”), a Texas home rule municipality, and the Ranger Airfield Foundation (“RAF”), a Texas nonprofit corporation recognized under Section 501(c)(3) of the Internal Revenue Code.

**2. Purpose**

The purpose of this Agreement is to set forth the obligations of RAF, an independent foundation, regarding the continued use and development of the Ranger Airfield property upon the City’s conveyance of the property to RAF.

**3. Property Conveyance**

Upon the City’s conveyance of ownership of the 84.47 acre, more or less, (actual acreage subject to a final survey) Ranger Airfield property (the “Property”) to RAF, then RAF agrees to the terms provided in this Agreement. The actual property to be conveyed is subject to final survey and acceptance by the parties.

**4. Continued Airport Operations**

- 4.1 RAF shall operate and maintain the Property as a general aviation airport open to the public.
- 4.2 The airport shall remain open to the public for general aviation purposes, subject to reasonable operational rules and safety regulations adopted by RAF.
- 4.3 Continuous Operation – RAF shall continuously operate the Property as a public-use airport, except for temporary closures not exceeding one (1) consecutive year for purposes of repairs, maintenance, or airport modifications.

**5. Development of Property**

- 5.1 RAF may plan, construct, maintain, and operate aviation related development improvements on the Property. Said aviation related uses shall be broadly interpreted and shall include, but are not limited to:

- Runway or taxiway improvements;
- New aircraft hangars;

Renovation of aircraft hangars and other existing facilities;  
Aviation support facilities;  
Hangar homes;  
Aviation related businesses;  
Aircraft maintenance facilities;  
Aircraft tourist facilities;  
Historic Aircraft museum facilities;  
General site improvements;  
Removal or replacement of structures or facilities;  
Installation, relocation, or removal of utilities and public infrastructure and related appurtenances;  
Airport lighting and security facilities;  
Parking, driveways, and fencing;  
Other facilities that support general aviation activities.

5.2 All development shall be consistent with maintaining the Property's primary use as a general aviation airport.

## 6. Restoration of the 1928 Historic Hangar

6.1. **Restoration Obligation.** RAF shall, at its sole cost and expense, restore the 1928 Historic Hangar (the "Hangar") generally in accordance with the plans and specifications attached hereto and incorporated herein as Exhibit "A" (the "Restoration Work").

6.2. **Lease of Hangar Site.** The City and RAF shall, contemporaneously with or subsequent to this Agreement, enter into a separate lease agreement concerning the site of the Hangar and a perimeter area extending fifteen (15) feet around the Hangar (the "Hangar Site Lease"). RAF shall agree, under the terms of such lease, to perform and complete the Restoration Work.

6.3. **Security Interest.** As security for RAF's full and timely completion of the Restoration Work, the City shall retain a security interest in and lien against the conveyed property described as approximately 84.47 acres (the "Conveyed Property"), which lien shall be evidenced by a deed of trust in favor of the City.

6.4. **Completion Deadline.** RAF shall have a period of three (3) years from the Effective Date of this Agreement to complete the Restoration Work in substantial accordance with Exhibit "A."

6.5. **Release of Lien.** Upon RAF's satisfactory completion of the Restoration Work, as determined pursuant to this Section, the City shall promptly release the deed of trust and security interest on the Conveyed Property. Release of the lien shall not unreasonably be withheld.

6.6. **Acceptance of Restoration Work.** The City shall not unreasonably or unnecessarily withhold acceptance of the Restoration Work. If the City identifies deficiencies in the Restoration Work, it shall immediately provide RAF with a written report specifying such deficiencies with reasonable detail. The parties shall work together in good faith to cure any identified deficiencies within a mutually agreed time.

6.7. **Independent Determination.** In the event of a dispute concerning whether the Restoration Work has been completed in accordance with Exhibit "A," the parties shall mutually engage a third-party disinterested engineer or architect, as applicable, to make a final determination. The parties shall share equally in the cost of hiring any such disinterested engineer or architect. RAF shall be afforded a reasonable opportunity to complete or correct any work identified by such independent professional.

6.8. **Final Acceptance.** If the independent engineer or architect determines that the Restoration Work is complete, the City shall (a) formally accept the Restoration Work, (b) issue any required certificates of occupancy or other approvals necessary for the Hangar's use, and (c) promptly release the deed of trust and lien on the Conveyed Property.

7. **Compliance with Laws and Regulations**

RAF shall operate and maintain the Property in compliance with all applicable state and federal laws, including but not limited to:

- 7.1 The laws and regulations of the State of Texas; and
- 7.2 Applicable Federal Aviation Administration (FAA) regulations, directives, and guidance governing public-use airports.

8. **Intent for Future Use of the conveyed Property**

The Parties agree that the long-term intent is to maintain and develop the conveyed Property into the future as a functioning, publicly accessible general aviation airport, pursuant to this Agreement.

9. **First Right of Refusal**

- 9.1 **Triggering Event** – Except as provided in Section 9.5, if RAF, or any future heir or assign, decides to cease operating the Property as a general aviation airport open to the public (as defined in Section 4.3), RAF, or any future heir or assign, shall first offer the Property for sale to the City.

9.2 Purchase Price – The purchase price shall be the fair market value of the Property at the time of the offer, as determined by a written appraisal:

The appraisal shall be obtained and paid for by the City;

The appraisal shall be conducted by a licensed Texas real estate appraiser; and

The appraised value shall include the value of all improvements on the Property and the contributory value of those improvements.

9.3 City’s Election – After a Triggering Event, the City shall promptly order an appraisal. Upon receipt of the appraisal, City shall immediately notify RAF and provide a copy of the appraisal to RAF, or any heirs and assigns. The City shall have 90 days from receipt of the appraisal to provide written notice of its intent to purchase the Property at the appraised value. If the City elects to purchase the Property, City shall complete the purchase within one year of receipt of the appraisal. The City shall bear and be solely responsible for all costs associated with the transfer of the Property, including without limitation any required title insurance premiums, survey expenses, recording fees, and all customary closing costs.

9.4 Failure to Exercise – If the City does not exercise its right within the 90-day period, RAF may sell the Property to another party at a price not less than the appraised value and on terms no more favorable than those offered to the City.

9.5 Permitted Aviation Related Transfers – The first right of refusal in this Section shall not apply to:

The sale, lease, or transfer of one or more parcels of the Property by RAF to third parties for the construction, ownership, or operation of aviation-related facilities, including but not limited to private hangars, hangar homes, aircraft maintenance facilities, or other businesses that support the airfield; provided that such use remains consistent with the continued operation of the remainder of the Property as a general aviation airport open to the public; and

Any easements, licenses, or rights-of-way granted for utilities, access roads, or airport improvements.

9.6 Restriction – Any aviation related transfer under Section 9.5 shall expressly require the transferee to use the property for aviation or airfield operation related purposes, and such restriction shall be recorded in the real property records of Eastland County, Texas.

9.7 Taxes - RAF shall be responsible for and shall timely pay all applicable ad valorem taxes, assessments, fees, or charges of any kind levied or assessed against its real property, personal property, trade fixtures, equipment, or operations.

10. Dispute Resolution

The parties agree to make reasonable, good faith efforts to promptly resolve any dispute, claim, or controversy arising under or related to this Agreement through informal discussions between authorized representatives. If the dispute cannot be resolved through such informal discussions within thirty (30) days after written notice by one party to the other describing the matter in dispute, the parties agree to attempt to resolve the dispute through non-binding mediation conducted in Eastland County, Texas, before initiating any litigation. The cost of mediation shall be shared equally by the parties, and each party shall bear its own attorneys' fees and costs associated with the mediation. Participation in mediation under this section shall not be construed as a waiver of any rights, defenses, or immunities otherwise available under law, except as expressly provided in this Agreement.

11. Waiver of Immunity.

It is the express intent of the City Commission that, to the extent permitted and limited by the Texas Local Government Contract Claims Act, Texas Local Government Code Chapter 271, Subchapter I, the City of Ranger waives governmental immunity from suit for the purpose of adjudicating a claim for breach of this Agreement and any related development agreements between the City and the Ranger Airfield Foundation concerning the Ranger Airfield and associated aviation-related improvements. This waiver applies solely to claims within the scope and monetary limits established by said Act and shall not be construed as a general waiver of the City's immunity or as a waiver of immunity for tort claims or claims for exemplary damages.

12. No Third-Party Beneficiaries.

This Agreement is made solely for the benefit of the City of Ranger and the Ranger Airfield Foundation and is not intended to confer any rights or remedies upon any other person or entity. No third party shall have any right to enforce or rely upon any provision of this Agreement.

13. Term of Agreement

This Agreement shall commence on the date of the last signature below and shall automatically terminate twenty-five (25) years thereafter, unless otherwise extended by written agreement of both Parties prior to expiration.

14. Entire Agreement

This document contains the entire agreement of the Parties relating to its subject matter and may be modified only by a written agreement signed by both Parties.

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **Historic 1928 Airport Hangar Restoration**

##### **1. General Requirements**

**1.1 Compliance** – All work shall comply with City specifications, applicable building codes, Texas Government Code requirements, and any applicable FAA, historical preservation, and environmental guidelines.

**1.2 Workforce** – RAF may self-perform or subcontract any portion of the work. All subcontractors must be properly licensed and insured.

**1.3 Materials & Workmanship** – Materials shall be of construction grade quality and consistent with the historical character of the 1928 hangar. Workmanship shall be of a professional standard suitable for public inspection.

**1.4 Site Access & Safety** – RAF shall maintain a safe, secure worksite and provide all necessary barriers, signage, and safety measures during construction.

##### **2. Demolition & Site Preparation**

**2.1** Remove all nonoriginal additions constructed in the 1930s and 1950s.

**2.2** Remove the gravel floor in the front and side additions.

**2.3** Clear and prepare site for elevation work, including removal of debris, vegetation, and unsuitable materials.

**2.4** Fill and raise the hangar site by approximately 6 inches, requiring an estimated 1,200 cubic yards of dirt.

**2.5** Ensure final elevation matches the floor level of the 2021 constructed bathrooms.

**2.6** Compact fill to meet structural foundation requirements.

##### **3. Foundation & Flooring**

**3.1** Construct a post-tensioned concrete slab foundation with vapor barrier.

**3.2** Clean, preserve, and reinstall original Thurber brick flooring over the slab.

**3.3** Seal brick (as appropriate) after installation to reduce moisture and insect intrusion.

##### **4. Structural Restoration**

**4.1** Fabricate seven new welded steel trusses matching original oilfield pipe designs:

Two front/rear trusses with straight bottom chords.

Five interior trusses with curved bottom chords.

**4.2** Install new Galvalume corrugated metal siding consistent with original appearance.

4.3 Install black corrugated metal roofing with "RANGER AIRPORT" in yellow lettering per historical style.

## 5. Doors & Windows

5.1 Install four hung/sliding aircraft doors, with one man door integrated into a front slider and one side man door near bathrooms.

5.2 Install eighteen (18) 4'x6' divided-light windows: six per side wall and six on rear wall, trimmed with wood and exterior crown molding.

5.3 Replicate and replace all exterior moldings to match originals.

5.4 Install electric blinds on all windows for UV control.

## 6. Electrical & Lighting

6.1 Bury electrical service from an existing pole on Oddie Street (approx. 170').

6.2 Remove two poles closest to hangar.

6.3 Install a main breaker box, conduit wiring to all fixtures, interior and exterior outlets.

6.4 Lighting:

One gooseneck light over front signage.

One gooseneck light over side man door.

Six porcelain-shaded lights attached to interior trusses.

Spotlights for wall displays.

6.5 Install rear exhaust fan for ventilation.

## 7. Signage

7.1 Restore facade signage to original 1928 appearance, including:

"Texas & Pacific" Tee-Pee sign.

"RANGER AIRPORT – RANGER AIR TRANSPORT Co." lettering.

7.2 Apply "NATURALINE – THE SUPER AVIATION MOTOR FUEL" signage twice on front sliding doors, with two round Naturaline logos.

## 8. Ancillary Structures

8.1 Construct replica wood outhouse behind hangar, matching original structure (based on existing brick foundation).

8.2 Install new windsock frame and support structure for 8' windsock on front truss.

## 9. Deliverables & Timeline

9.1 Estimated Completion: 300 calendar days from commencement, excluding approved delays.

**9.2 Material Procurement:** Items with long lead times (e.g., windows) to be ordered promptly after Notice to Proceed.

**9.3 Milestones – 365 days are allocated for the completion of the project. (approximate number of days):**

Day 1–90: Demolition, site grading, fill, and foundation prep.

Day 91–150: Foundation pour, brick cleaning, initial structural truss installation.

Day 151–210: Roofing, siding, doors, and window installation.

Day 211–365: Electrical, signage, and finishing work, windsock, and final inspection.

## **10. Inspections**

**10.1 City may conduct interim inspections with 48 hours' notice.**

**LEASE AGREEMENT**  
**1928 Historic Hangar**

Between the City of Ranger, Texas, and the Ranger Airfield Foundation

**ARTICLE I. PARTIES AND PREMISES**

1.01 Parties. This Lease Agreement (“Lease”) is entered into by and between the City of Ranger, Texas (“City” or “Lessor”), a home-rule municipality, and the Ranger Airfield Foundation, a Texas nonprofit corporation (“RAF” or “Lessee”).

1.02 Premises. The City hereby leases to RAF, and RAF hereby leases from the City, approximately .5 acres of land, more or less, located at the Ranger Airfield, Eastland County, Texas, as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “Premises”). The Premises includes the historic 1928 hangar situated thereon.

1.03 Leasing of Premises. Subject to and upon the terms and conditions herein set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the premises. Lessor represents and warrants that the premises are a part of the premises it is authorized to lease. The parties hereto expressly stipulate that the Leased Premises are not a dwelling as defined in V.T.C.A., Property Code §92.001(1).

**ARTICLE III. CONSIDERATION**

2.01 The parties expressly acknowledge that this Agreement is made in consideration of the payments set forth herein, the use of the Leased Premises as provided, the benefit to Lessor in maintaining occupancy and productive use of its property, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**ARTICLE III. TERM & TERMINATION**

3.01 Initial Term. The term of this Lease shall commence on the Effective Date and continue for twenty-five (25) years (“Initial Term”).

3.02 Renewal Terms. Upon expiration of the Initial Term, this Lease shall automatically renew for up to two (2) additional periods of ten (10) years each (each, a “Renewal Term”),

unless either Party provides written notice of its intent not to renew in accordance with Section 3.03.

**3.03 End of Term.** Either Party may elect not to renew this Lease at the conclusion of the Initial Term or any Renewal Term by giving the other Party at least one hundred eighty (180) days' prior written notice before the expiration of the then-current term.

**3.04 Early Termination by City.** The City shall not terminate this Lease prior to the expiration of the Initial Term or any Renewal Term except for:

- (i) RAF's material uncured default; or
- (ii) Repurposing of the Premises for an essential governmental use, as determined by majority vote of the City Commission taken after two public hearings and a 180-day written notice to RAF.

**3.05 Abandonment.** If RAF ceases to operate the aviation museum and maintain the 1928 hangar for a period of two (2) consecutive years, the Lease shall automatically terminate, and all improvements, including the restored hangar, shall revert to the City without further notice or compensation, subject to valid liens of record. For purposes of this section, "operate" means that the museum is available or otherwise open to the public for its intended aviation, historical, as well as educational purposes and special events for at least 90 days per calendar year.

**3.06 Surrender by RAF.** RAF may voluntarily surrender this Lease if it becomes insolvent or unable to maintain the museum facility. In such event, all permanent improvements on the Leased premises, including the restored 1928 hangar, shall automatically vest in the City without compensation, subject to valid liens of record.

**3.07 Survival of Public Purpose.** The Parties expressly intend that this Lease not be subject to termination except as expressly provided herein, in recognition of the substantial public purpose served by the restoration and operation of the historic hangar and museum.

#### **ARTICLE IV. RENT**

**4.01 Rent.** RAF shall pay to the City annual rent in the amount of Three Thousand and No/100 Dollars (\$3,000.00). The first annual rent payment shall be due and payable on the first (1st) day of the month immediately following the Effective Date of this Lease, and subsequent annual rent payments shall be due and payable on the same date of each year thereafter during the Term.

4.02 Late Payment. If any rent payment is not received by the City within ten (10) days after the due date, such payment shall be deemed delinquent and RAF shall pay, in addition to the overdue rent, a late charge equal to three percent (3%) of the delinquent amount.

#### ARTICLE V. USE AND OPERATION

5.01 Permitted Use. The Premises shall generally be used by RAF for:

- (a) the restoration, operation, and maintenance of the 1928 historic hangar, in accordance with the specifications set forth in Exhibit "B"; and
- (b) the operation of a historic aviation museum open to the public, free or at reasonable admission charges.
- (c) the storage of aircraft or museum display related items; and
- (d) other uses incidental to the operation of a museum, including but not limited to, special events, a gift shop, or other related uses.

5.02 Independent Operation. The museum shall be operated and managed exclusively by RAF. The City shall have no role in day-to-day management, staffing, hours of operation, fees, events, programming, or collections.

5.03 Compliance. RAF shall comply with all applicable laws, codes, and ordinances. Restoration and construction of the 1928 hangar shall be subject to inspection by the City that the restoration and construction is in accordance with Exhibit "B."

5.04 Illegal Uses. Lessee shall not utilize the Leased Premises for any illegal uses.

5.05 Quiet Enjoyment. So long as Lessee fully performs its obligations under this Lease, the City covenants that Lessee shall peaceably and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without interference from the City or anyone lawfully claiming by, through, or under the City, subject only to the terms and conditions of this Lease.

5.06 Force Majeure. Neither Party shall be liable or deemed in default for delay or failure in performance of any obligation under this Lease (other than the obligation to pay rent or monetary amounts) if such delay or failure is caused by fire, flood, storm, natural disaster, act of God, war, terrorism, civil disturbance, governmental regulation, labor dispute, or any other cause beyond the reasonable control of the affected Party. The time for performance shall be extended for a period equal to the duration of the delay caused by such force majeure event.

**ARTICLE VI. IMPROVEMENTS AND MAINTENANCE**

**6.01 Restoration Obligation.** RAF, at its sole cost and expense, shall restore the 1928 hangar substantially in accordance with Exhibit "B." Restoration shall commence within six (6) months of the Effective Date and proceed diligently to completion. Restoration work is anticipated to take approximately 365 days.

**6.02 Maintenance.** After completion, RAF shall, at its sole expense, operate and maintain the Premises and all improvements in good condition, preserving the historic character of the facility.

**6.03 Financial Assistance.** Nothing herein shall in any way restrict or limit the ability of RAF to charge reasonable admission fees, conduct fund-raisers, or otherwise seek funding for restoration work and continued operation of the museum or aviation related activities.

**6.04 Acceptance of Premises.** Lessee agrees to accept the Leased Premises in their present condition, the Leased Premises being suitable "as is" for Lessee's intended use(s); further, Lessor hereby disclaims, and Lessee accepts such disclaimer, as to warranty, either express or implied, of the condition, use, or fitness for purpose of the Leased Premises.

**6.05 Repairs and Maintenance.** Except as otherwise provided in the Insurance; Damage; Proceeds section of this Lease, RAF shall, at its sole cost and expense, be responsible for all maintenance, repairs, and replacements necessary to keep the Premises, including the interior, exterior, structural components, roof, foundation, building systems, and all improvements, in good order, condition, and repair, whether ordinary, routine, minor, or major in nature. RAF shall complete such work in a timely and good and workmanlike manner, in compliance with applicable laws, and without unreasonable interference to the City's rights or interests.

**6.06 Insurance; Damage; Proceeds**

In the event of any damage or casualty to the Premises or any portion thereof

(a) **Filing of Claims.** If such damage is of a type covered under the City's building insurance policy, the City shall be responsible for promptly and diligently filing and pursuing a claim with its insurer. RAF shall reasonably cooperate with the City in the preparation, documentation, and support of any such claim. If such damage is of a type covered under RAF's contents insurance policy, RAF shall be responsible for promptly filing and pursuing the claim, with the City's reasonable cooperation.

(b) **Application of Proceeds.** Any insurance proceeds received under the City's building insurance policy shall be used solely for the purpose of repairing, restoring, or replacing the damaged building improvements to substantially the condition that existed immediately prior to the casualty, ordinary wear and tear excepted. The City shall either (a) promptly undertake such repair or restoration work, or (b) promptly remit such proceeds to RAF, in which case RAF may perform the necessary repair or restoration. If the total insurance proceeds received under the City's building insurance policy exceed the actual cost of repair or restoration, the City shall be entitled to retain such excess proceeds.

(c) **Good Faith Cooperation.** The City and RAF shall act in good faith and use commercially reasonable efforts to cooperate in the adjustment and settlement of all insurance claims relating to the Premises, and to coordinate the repair or replacement of damaged property.

(d) **Responsibility for Work.** Repair or restoration work may be undertaken either by the City or by RAF, as mutually agreed, provided that all such work shall be performed in a good and workmanlike manner, in compliance with applicable laws, and with due regard to the protection and continuity of the Premises.

(e) **Excess or Uninsured Damage.** To the extent damage is not covered by insurance proceeds, the obligations of the City and RAF for repair or restoration shall be determined in accordance with the other provisions of this Lease.

#### 6.07. Utilities.

(a) **Lessor's Responsibility.** The Lessor (City) shall be responsible for the installation, maintenance, and repair of the City-owned utility mains located on the Airport property up to the point of the service meter serving the Leased Premises. Lessor shall have reasonable access across the Leased Premises to perform such maintenance.

(b) The Lessor (City) shall be responsible, at its sole cost and expense, for providing and paying for water, sewer, trash, and electric utility service to the Premises. RAF shall be responsible, at its sole cost and expense, for any other utilities, services, or communications facilities required for its operations at the Premises, including without limitation telephone, internet, and cable.

#### 6.08. Hazardous Materials

(a) **Prohibition.** Lessee shall not use, generate, store, or dispose of any hazardous substances, hazardous waste, or hazardous materials (collectively, "Hazardous Materials"), as those terms are defined under applicable federal, state, or local laws, on the Leased Premises, except in minimal amounts reasonably necessary for ordinary aviation activities, cleaning, or maintenance, and then only in compliance with all applicable laws.

(b) Compliance. Lessee shall, at its sole cost, comply with all applicable environmental laws relating to the Premises and shall promptly notify the City of any release of Hazardous Materials.

(c) Indemnity. Lessee shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any claims, costs, liabilities, damages, or expenses (including reasonable attorneys' fees) arising out of or related to the presence, release, or cleanup of Hazardous Materials introduced to the Premises by Lessee, its employees, agents, contractors, invitees, or sub-lessees.

(d) Survival. This provision shall survive the termination or expiration of this Lease.

6.09 Taxes and Assessments. Lessee shall be responsible for and shall timely pay all applicable ad valorem taxes, assessments, fees, or charges of any kind levied or assessed against its personal property, trade fixtures, equipment, or operations on the Leased Premises.

6.10 City Cooperation; Certificates of Occupancy. The City shall act reasonably and in good faith in issuing any certificates of occupancy, permits, approvals, or other documents necessary for Lessee's lawful use and operation of the Leased Premises. The City shall not unreasonably withhold, condition, or delay issuance of such documents, and shall not unnecessarily delay their issuance without good cause.

## ARTICLE VII. GOOD FAITH, DEFAULT, AND REMEDIES

7.01 Good Faith Communications. The Parties agree to maintain good faith communications regarding the performance of this Lease.

7.02 Notice and Cure. In the event of an alleged breach, the nonbreaching Party shall give written notice and a reasonable opportunity to cure, not less than ninety (90) days.

7.03 Dispute Resolution. If a dispute is not cured, the Parties shall first mediate at a mutually agreeable location. Each party shall share equally in the cost of mediation. If mediation fails, either Party may file suit in a court of competent jurisdiction in Eastland County, Texas.

## ARTICLE VIII. WAIVER OF IMMUNITY

8.01 Limited Waiver. The City expressly waives governmental immunity solely for the enforcement of this Lease, subject to the terms and conditions herein, and consents to suit in Eastland County, Texas.

## ARTICLE IX. CITY COMMISSION FINDINGS

The City Commission finds and declares that:

1. This Lease promotes the community, attracts business, and supports historic aviation related industry in Ranger, Texas;
2. The restoration and operation of the historic 1928 hangar and museum serve a significant public purpose by preserving history, enhancing tourism, and encouraging economic development;
3. The consideration and covenants herein are adequate to support this Lease.

## ARTICLE X. INSURANCE

(a) Lessor's Insurance. The Lessor (City) shall, at its own expense, maintain property insurance on the Leased Premises, including the building(s) and other improvements owned by the City, against loss or damage by fire and other hazards commonly insured under standard extended coverage.

(b) Lessee's Insurance. The Lessee (RAF) shall, at its own expense, maintain insurance covering its personal property, equipment, trade fixtures, and any other contents located on or within the Leased Premises against loss or damage by fire, theft, or other casualty.

(c) Liability Insurance. The Lessee shall maintain, at its expense, commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the City as an additional insured, covering bodily injury, death, and property damage arising from the use and occupancy of the Leased Premises. Lessee shall furnish the City with certificates of insurance evidencing such coverage and requiring at least thirty (30) days' prior written notice of cancellation or material change.

## ARTICLE XI INDEMNIFICATION

To the fullest extent permitted by law, Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, agents, and employees, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) Lessee's use, occupancy, or operation of the Leased Premises; (ii) the acts or omissions of Lessee, its officers, directors, employees, contractors, invitees, licensees, or sub-lessees; or (iii) any breach of this Lease by Lessee.

This indemnification shall not apply to the extent a claim is caused by the sole negligence or willful misconduct of the City.

#### **ARTICLE XII ASSIGNMENT AND SUBLEASING**

Lessee shall not assign this Lease or any interest herein, nor sublease all or any part of the Leased Premises, without the prior written consent of the City, which shall not be unreasonably withheld if the proposed assignee or sublessee is a nonprofit or entity that furthers the historic preservation or aviation purposes contemplated by this Lease. Any attempted assignment or sublease without the City's written consent shall be void and shall constitute a material default. Consent to one assignment or sublease shall not constitute a waiver of the requirement of prior written consent for any subsequent assignment or sublease.

#### **ARTICLE XI. NOTICES**

All notices, requests, demands, and other communications required or permitted under this Lease shall be in writing and shall be deemed delivered: (i) when delivered in person; (ii) three (3) business days after being deposited in the United States Mail, certified mail, return receipt requested, postage prepaid; or (iii) one (1) business day after being deposited with a nationally recognized overnight delivery service, addressed as follows:  
If to City:

City of Ranger Texas  
Attn: Mayor  
400 W. Main St.  
Ranger, Texas 76470

With copy to:  
City of Ranger Texas  
Attn: City Manager  
400 W. Main St.  
Ranger, Texas 76470

If to Lessee:  
Ranger Airfield Foundation  
Attn: President  
1402 Oddie St.  
Ranger, Texas 76470

**ARTICLE XII. MISCELLANEOUS**

**12.01 Entire Agreement.** This Lease, including exhibits, contains the entire agreement between the Parties.

**12.02 Amendment.** This Lease may be amended only in writing, signed by both Parties.

**12.03 Binding Effect.** This Lease shall bind and benefit the Parties and their successors and permitted assigns.

**12.04 Governing Law.** This Lease shall be governed by the laws of the State of Texas.

**12.05 Effective Date.** The "Effective Date" of this Lease shall be the latest date on which both Parties have executed this Lease, as indicated by their signatures below. All rights and obligations of the Parties shall commence on the Effective Date, unless otherwise expressly provided herein.

**EXECUTED by the Parties as of the Effective Date:**

**CITY OF RANGER, TEXAS**

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

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

**RANGER AIRFIELD FOUNDATION**

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

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

Exhibit A – Legal Description of Leased Premises

Exhibit B – Restoration Specifications for 1928 Hangar

**EXHIBIT "A"**  
**Leased Premises**

The leased premises shall consist of the site of the historic 1928 airport hangar and the fifteen (15) feet of land immediately surrounding and abutting the 1928 airport hangar.

## **EXHIBIT B**

### **SCOPE OF WORK**

#### **Historic 1928 Airport Hangar Restoration**

##### **1. General Requirements**

**1.1 Compliance** – All work shall comply with City specifications, applicable building codes, Texas Government Code requirements, and any applicable FAA, historical preservation, and environmental guidelines.

**1.2 Workforce** – RAF may self-perform or subcontract any portion of the work. All subcontractors must be properly licensed and insured.

**1.3 Materials & Workmanship** – Materials shall be of construction grade quality and consistent with the historical character of the 1928 hangar. Workmanship shall be of a professional standard suitable for public inspection.

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**2.2** Remove the gravel floor in the front and side additions.

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**3.3** Seal brick (as appropriate) after installation to reduce moisture and insect intrusion.

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Two front/rear trusses with straight bottom chords.

Five interior trusses with curved bottom chords.

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4.3 Install black corrugated metal roofing with “RANGER AIRPORT” in yellow lettering per historical style.

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“RANGER AIRPORT – RANGER AIR TRANSPORT Co.” lettering.

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**9.2 Material Procurement:** Items with long lead times (e.g., windows) to be ordered promptly after Notice to Proceed.

**9.3 Milestones – 365 days are allocated for the completion of the project. (approximate number of days):**

Day 1–90: Demolition, site grading, fill, and foundation prep.

Day 91–150: Foundation pour, brick cleaning, initial structural truss installation.

Day 151–210: Roofing, siding, doors, and window installation.

Day 211–365: Electrical, signage, and finishing work, windsock, and final inspection.

## **10. Inspections**

**10.1 City may conduct interim inspections with 48 hours' notice.**

**ORDINANCE NO. 2025-09-08-D**

**AN ORDINANCE OF THE CITY OF RANGER, TEXAS, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY KNOWN AS THE RANGER MUNICIPAL AIRPORT TO THE RANGER AIRFIELD FOUNDATION IN EXCHANGE FOR RESTORATION OF THE HISTORIC 1928 AIRPORT HANGAR AND OTHER CONSIDERATION; AUTHORIZING A DEVELOPMENT AGREEMENT WITH RANGER AIRFIELD FOUNDATION; AUTHORIZING A LEASE FOR THE HISTORIC HANGAR PROPERTY; RATIFYING PAST CITY COMMISSION ACTIONS; PROVIDING TERMS OF CONVEYANCE; AUTHORIZING THE NEGOTIATION AND EXECUTION OF CERTAIN DOCUMENTS EFFECTUATING THIS ORDINANCE; MAKING FINDINGS OF PUBLIC PURPOSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Ranger is a Home Rule Texas Municipality located in Eastland County, Texas; and

WHEREAS, the City owns property known as the Ranger Municipal Airport, also known as the Ranger Airfield, located at 1402 Oddie Street, Ranger, Texas, 76470, and being approximately 80.97 acres of land out of and part of the William Frells Survey, Abstract No. 120, City of Ranger, Eastland County, Texas, (the “Property” or “Airfield”), said land not acquired by eminent domain, and being more particularly described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein for all purposes; and

WHEREAS, the Ranger Municipal Airport is home to the historic 1928 hangar that stands as a rare and significant example of early 20th-century aviation architecture in Texas, that was constructed during the Golden Age of Aviation, and was one of the first purpose-built hangars in the state, reflecting the rapid expansion of civilian aviation in the post-World War I era; and

WHEREAS, the Texas Department of Transportation’s Aviation Division lists Ranger Airfield as the third oldest operating airport in the State of Texas, and the field contains a Texas Historical Commission historic marker as well as the 1928 historic hangar and a grass landing strip; and

WHEREAS, the City Commission finds the Property has a fair market value of \$485,000 based on an appraisal prepared on behalf of the City and the Eastland County Appraisal District indicates the property (Parcel ID 55996) has a 2025 land value of \$466,680; and

WHEREAS, Ranger Airfield Foundation (“RAF”) is a Texas nonprofit corporation recognized under Section 501(c)(3) of the Internal Revenue Code, has maintained and supported the Ranger Airfield since 2008, and is an abutting landowner; and

WHEREAS, per Section 22.002 of the Texas Transportation Code, the planning, improvement, maintenance, operation, and other specified functions of an airport are public functions exercised for a public purpose, and the Ranger Municipal Airport, FAA Identifier F23, is a general aviation airport open to the public; and

WHEREAS, the Ranger City Commission, on July 11, 2022, approved the proposal by the Ranger Economic Development Corporation (“REDC”) to transfer approximately 3.5 acres of land from REDC to the City of Ranger for the purpose of a runway extension for the Ranger Municipal Airport, and the Commission finds said 3.5 acres has an appraised value (fair market value) of approximately \$21,000.00 per the Eastland County Appraisal District; and

WHEREAS, it is the intention of the City Commission to ratify acceptance of the 3.5 acres, finalize that conveyance of property from REDC to the City of Ranger, and to incorporate said land into the Ranger Municipal Airport Property, further, upon transfer of said 3.5 acre runway extension the Ranger Airport will contain approximately 84.47 acres of land with a total fair market value of \$506,480.00; and

WHEREAS, the Mayor or Mayor Pro Tem is expressly authorized to effectuate the transfer of the 3.5 acres from REDC to the City of Ranger; and

WHEREAS, the restoration of the 1928 hangar and establishment of an aircraft and aviation-related museum in that building would preserve and celebrate a significant piece of the city’s heritage, and offers an authentic setting to showcase historic aircraft, artifacts, and stories; and

WHEREAS, the City Commission finds that an aircraft and aviation-related museum in Ranger would serve as a unique cultural and educational asset, preserving the region’s rich aviation history while promoting community engagement and tourism; and

WHEREAS, the City of Ranger solicited sealed bids for the restoration of the historic 1928 airport hangar, three sealed bids were received and opened on Monday, August 11, 2025, in the following amounts: \$623,890, \$608,000, and \$565,500, with RAF submitting the bid in the amount of \$565,500; and

WHEREAS, the City Commission finds that the value of the proposed hangar restoration significantly exceeds the appraised fair market value of the 84.47 acre, more or less, airport property including the runway extension; and

WHEREAS, RAF is uniquely situated as the long term manager and operator of the airport, is an abutting property owner to the airport, and has expressed its interest in acquiring airport property in fee simple in consideration of and in exchange for the restoration work on the 1928 hangar as well as commitment to maintain the airport as a general aviation airport, and the operation of the restored 1928 hangar as an aviation related museum; and

WHEREAS, RAF has indicated its agreement and intent that if the land is conveyed from the City to RAF that the Ranger Airfield would remain a general aviation airport open to the public, that the airfield and facilities would be maintained or improved, and that further aviation related uses would be developed on the property, a copy of said Agreement is attached as Exhibit "B", attached hereto and incorporated herein for all purposes

WHEREAS, RAF submitted the lowest bid to restore the historic hangar, and has expressed its desire to lease the historic hangar site from the city, to restore the 1928 hangar per city requirements, and to develop, maintain, and operate an aviation museum in the restored building, a copy of said Lease is attached as Exhibit "C", attached hereto and incorporated herein for all purposes

WHEREAS, the City Commission desires to enter into said long term lease with RAF for the 1928 hangar site as well as the exchange of certain real estate in consideration of the restoration of the 1928 historic hangar, an agreement to further develop the airport and airfield property for general aviation uses, as well as an agreement to develop and operate a historic aviation related museum open to the public on the leased property; and

WHEREAS, the City Commission finds that the preservation of the grass runway, restoration of the 1928 hangar, and other aviation related improvements by RAF will promote local economic development, stimulate business and commercial activity, attract tourism, encourage investment, and further the public purposes of economic development and community revitalization; and

WHEREAS, the City Commission further finds that the development, preservation, and maintenance of the Ranger Airfield and historic hangar by RAF constitutes a significant return benefit to the City, contributing to cultural heritage, community pride, and local economic vitality; and

WHEREAS, the Mayor or Mayor Pro-Tem is expressly authorized to negotiate and enter into said agreement with RAF concerning the development of the land to be conveyed; and

WHEREAS, the Mayor or Mayor Pro Tem is expressly authorized to negotiate and enter into said long term lease agreement with RAF concerning the restoration of the 1928 Hangar and operation of an aviation related museum on that site; and

WHEREAS, upon the execution of said long term lease agreement with RAF concerning the restoration of the 1928 Hangar and operation of an aviation museum, the City Commission rescinds the award of bid for the 2025 hangar restoration project awarded on August 11, 2025; and

WHEREAS, RAF will assume all costs and risks related to the restoration of the historic hangar, and the City shall bear no cost related to the restoration of the historic hangar, except for any city required inspections related to construction; and

WHEREAS, per Texas Local Government Code Section 272.001(b)(4), the City may enter into a contract for sale of the property to RAF, and the notice and bidding requirements of Section 272.001(a) do not apply because the City desires the land to be developed by an independent foundation, namely RAF; and

WHEREAS, the actual area of land to be conveyed to RAF consists of approximately 84.47 acres, subject to adjustment by final survey, and expressly excluding: (i) the tract of land upon which the 1928 historic hangar is situated, (ii) a fifteen-foot (15') perimeter surrounding the historic hangar, and (iii) a permanent ingress and egress easement from Oddie Street to the historic hangar; and

WHEREAS, the City shall retain a security interest in the conveyed property, as provided in the Development Agreement, conditioned upon RAF's full and timely completion of the restoration of the 1928 historic hangar;

WHEREAS, the actual area to be leased by RAF is to be the land upon which the historic hangar exists plus fifteen (15) feet of land immediately surrounding the historic hangar; and

WHEREAS, the City shall bear no cost related to the land conveyance, that there is no amendment to the city's budget, and that RAF shall pay all closing costs, including surveying, title research, title insurance, document preparation, and any other costs associated with the closing; and

WHEREAS, the Ranger Municipal Airport does not have any federal agreements or grant obligations, and ownership changes are a local matter; and

WHEREAS, all City Commissioners have been requested to submit a conflict of interest affidavit pursuant to Chapters 171 and 176 of the Texas Local Government Code, and no member has declared such a conflict;

WHEREAS, RAF has filed disclosures per §2252.908 of the Government Code.

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

1. The City Commission of the City of Ranger, Texas, hereby finds and declares that the statements and recitals set forth in the preamble of this Ordinance are true and correct and are adopted as findings of the City Commission.

2. Authorization of Conveyance and Lease. The City of Ranger hereby authorizes the conveyance of approximately 84.47 acres of land known as the Ranger Municipal Airport to the Ranger Airfield Foundation, and the lease of the site of the 1928 historic hangar and the fifteen (15) feet surrounding the building, in exchange for and consideration of the restoration of the 1928 historic hangar according to agreed plans and specifications, an agreement to maintain and operate the airfield as a general aviation airport, an agreement to further develop the airport and airfield property for aviation related uses, and an agreement to develop and operate a historic aviation related museum open to the public on the leased property.

3. That in consideration of the foregoing premises and the mutual covenants set forth herein, the City and RAF agree that, as a condition of the conveyance of approximately 84.47 acres, the City shall retain a security interest in the conveyed property pursuant to said development agreement.

4. Final Survey. The final area of land to be conveyed to RAF and leased to RAF shall be determined by a professional survey of the property, which shall be subject to mutual acceptance by the City and RAF. Such survey shall include the City's reservation of the land upon which the 1928 historic hangar exists, the fifteen (15) feet of land located immediately around said hangar, as well as a permanent ingress and egress access easement to said hangar from Oddie Street.

5. Public Purpose Findings. The City Commission finds that the conveyance serves a public purpose by preserving historic aviation facilities, developing aviation related uses, promoting economic development, encouraging tourism, and supporting community revitalization.

6. Closing Costs. RAF shall bear all closing costs associated with the transaction, including survey, title research, title insurance, document preparation, and any other related expenses.

7. No Federal Obligations. The City affirms that the property is free of federal grant obligations, and transfer is solely a local matter.

8. Execution of Documents. The Mayor or Mayor Pro Tem is authorized to negotiate and execute any and all documents necessary to carry out the lease, convey and exchange said real estate, secure necessary liens, and to effectuate this ORDINANCE as soon as practicable.

9. Waiver of Immunity as to agreements with RAF. It is the express intent of the City Commission that, to the extent permitted and limited by the Texas Local Government Contract Claims Act, Texas Local Government Code Chapter 271, Subchapter I, the City of Ranger waives governmental immunity from suit for the purpose of adjudicating a claim for breach of this Agreement and any related development agreements between the City and the Ranger Airfield Foundation concerning the Ranger Airfield and associated aviation-related improvements. This waiver applies solely to claims within the scope and monetary limits established by said Act and shall not be construed as a general waiver of the City's immunity or as a waiver of immunity for tort claims or claims for exemplary damages.

10. No Third-Party Beneficiaries. Any Agreement herein contemplated is made solely for the benefit of the City of Ranger and the Ranger Airfield Foundation and is not intended to confer any rights or remedies upon any other person or entity. No third party shall have any right to enforce or rely upon any provision of this Agreement.

11. The July 11, 2022, City Commission approval of the proposal by the Ranger Economic Development Corporation (“REDC”) to transfer approximately 3.5 acres of land from REDC to the City of Ranger for the purpose of a runway extension for the Ranger Municipal Airport is hereby ratified.

12. The bid for the 2025 hangar restoration project awarded on August 11, 2025, is hereby rescinded.

13. Effective Date. This ORDINANCE shall take effect immediately upon its passage, approval, and publication as required by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF RANGER, TEXAS

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

ATTEST:

\_\_\_\_\_  
Hope Delatorre, City Secretary

**ORDINANCE NO. 2025-09-08-C**

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

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

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

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

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

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

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

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

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

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

**SECTION 4. PENALTY.**

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

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

**SECTION 5. CUMULATIVE CLAUSE.**

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

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

**SECTION 7. SAVINGS.**

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

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

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

**FIRST READING PASSED AN APPROVED,** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**SECOND READING PASSED AN ADOPTED,** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF RANGER, TEXAS**

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**Robert Butler, Mayor**

**ATTEST:**

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**Hope Delatorre, City Secretary**

## City of Ranger Fee Schedule (Attachment A)

### A. Water/Wastewater Service Rates and Fees

1. Tap fee rates.

Standard residential connection, 5/8x3/4 meter:	\$1100.00
Tap on other side of street, add:	\$550.00
(a) One inch meter connection and tap:	\$1850.00
(b) Two-inch meter connection and tap:	\$2950.00
Other side of street tap charges for b and c:	\$550.00
(c) Wastewater system connection - 4 inch:	\$850.00
Wastewater system connection - 6 inch:	\$1600.00
Other side of street tap:	\$550.00
(d) Extension of lines --- tap fees plus cost plus 25%	
2. Security Deposit Rate:	\$150.00
3. New Account Setup Charge	\$50.00
4. Termination Charge	\$25.00
5. Service Charge Rate:	\$50.00
6. Late Charges to be added to account balance as of midnight on the 15 <sup>th</sup> of each month at 10% of the balance.	10.00%
7. All payments are posted on the date they are received. The Drop Box on the porch is checked once a day in the morning. Anything dropped after the box is checked will be posted on the next business day.	
8. Meter tampering fee	\$300.00 +damages
9. Rates for Water and Meter Service.	
(a) Residential minimum charge per meter, up to 2000 gallons:	\$48.00
(b) For each 1000 gallons of water metered over 2000:	\$11.50
(c) Commercial - Single entity rate. Where a commercial unit, Business customer entity receives service off a meter.	
The first 2000 gallons:	\$91.00
For each 1000 gallons of water metered over 2000 gallons and any proportionate amount:	\$12.00

- (d) Commercial – Master meter rate: (More than one unit, customer, or Establishments off of one meter.  
 # of units X \$43.00 (plus \$11.00 per 1000 gallons over minimum X # of Customers.)

Residents have the opportunity to utilize a payment extension of ten days no more than (3) times per year. The payment extension must be in place before the 25<sup>th</sup> of the month in question.

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

- (e) The first 2000 gallons of water used are included in the minimum charge: \$55.00
- For each 1000 gallons above the 2000 gallon minimum: \$12.50
- (f) Meter test. A water meter test will be performed at the request of the customer.
- If the meter is found to be slow, less than 98%, the customer will be charged: \$75.00
- (g) Termination at owner's request. The requested charge rate is: \$25.00

**4A. Ranger College and Ranger ISD.**

- Water minimum: \$92.00
- Each 1000 gallons over minimum: \$12.00
- Sewer minimum: \$120.00

**5. Rates for Bulk Water:**

- 0-1000 gallons: \$100.00
- Each additional 1,000 gallons \$50.00

**6. Wastewater.**

- Residential \$47.00
- Commercial I \$62.00
- Commercial II \$122.00
- Commercial III \$242.00
- Multi-unit complex (per unit): \$17.00

6a. Bulk Wastewater (per trip):

- 0-2,000 gallons \$125.00
- Each additional 1,000 gallons or a portion thereof \$ 67.50

**7. TCEQ Backflow Tester Certification (annually) At Cost**

**B. Solid Wastes.**

- Minimum monthly charge residential (per unit): \$26.00
- Each additional unit: \$15.50

**Commercial/Industrial rates:**

- 96-gallon container once per week: \$33.50
- 96-gallon container twice per week: N/A
- 1.5 cu. Yd. dumpster once per week: \$62.00
- 1.5 cu. Yd. dumpster twice per week: \$93.50
- 2.0 cu. Yd. dumpster once per week: \$72.50
- 2.0 cu. Yd. dumpster twice per week: N/A
- 3.0 cu. Yd. dumpster once per week: \$114.00
- 3.0 cu. Yd. dumpster twice per week: \$196.75
- 4.0 cu. Yd. dumpster once per week: \$150.00
- 4.0 cu. Yd. dumpster twice per week: \$228.00

**C. Collection Center**

**Residential Rates:**

- Pick-up truck \$15.00
- 10-12' Trailer (4'sides) \$30.00
- 14-16' Trailer (4'sides) \$40.00
- 20-30' Trailer (4'side) \$60.00
- Refrigerators, freezers, and a/c units \$20.00 each

NOTE: Contractors are double amount listed above.

**D. Cemetery Rates:**

- Administrative Fee \$25.00 – (Admin actions, i.e., Plot Deed transfer)

- Locate Plot \$30.00
- Plot (Casket Burial) \$255.00
- Urn – Placement on a plot with a casket. \$70.00
- Urn Plot (Urn Burial only) \$280.00

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

**E. Animal Control Rates:**

\*Fees can be altered or waived by Animal Control Officer with Supervisor’s approval\*

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

NOTE: You must submit proof of rabies vaccination.

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

2. Permits:

- Circus/Zoo \$500.00
- Commercial Animal Enterprise \$300.00
- Multiple Animal Owner \$250.00
- Guard Dog \$50.00

NOTE: Renewal for all above (annually): At Cost

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

- After hours call fee in addition to impoundment: \$50.00

	First Time (per day)	Second Time (per day)	Third Time (per day)
Unneutered dog or cat	\$30.00	\$35.00	\$60.00
Neutered dog or cat	\$25.00	\$35.00	\$60.00
Fowl or small animal	\$25.00	\$35.00	\$60.00
Livestock	\$60.00	\$200.00	\$350.00
Zoological and/or circus animal	\$100.00	\$200.00	\$500.00

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

4. Boarding/Quarantine Fees:

- Boarding fee for impounded animals after first day: \$40.00
- Established by policy (does not include first day)

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

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

6. Surrender Fees:

- Cats \$100.00
- Dogs \$100.00
- Litters of dogs or cats \$100.00
- Other small animals \$100.00
- Large Animals N/A

7. Adoption Fees:

- Each animal \$40.00 or Cost of Vaccination

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

**F. Administrative Services**

- Hardcopy of Charter, Ordinances or Resolutions
- Certified Birth Certificates \$23.00
- Certified Death Certificates \$21.00
  - Each Additional Certified Copy \$ 4.00
- Rent Community Center- 4 hours \$50.00
- Rent Community Center – 8 hours \$100.00
- Public Information Requests
  - Per page \$ 0.10
  - Hourly Administrative Labor \$15.00
- Dishonored checks: \$35.00
- Accident Reports: \$6.00
  - Certified copy: \$8.00
- Supplies Actual Cost
- Postage and Shipping Actual Cost
- Credit Card Fee- Fee calculated off of total amount of transaction 3.50%

**G. Mobile Home Permits.**

- Mobile Home Permits \$50.00
- RV temporary use permit \$50.00

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

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

- Peddler permit:
  - Per day: \$10.00
  - Per week: \$35.00
  - Per month: \$50.00
  - Per 3 months: \$75.00
  - Per 6 months: \$100.00
  - Per year: \$150.00
  
- Mobile, temporary, or semi-permanent food establishment shall pay a base fee of \$10.00 for each individual on the permit. NOTE: Applicant must obtain and provide to the City of Ranger the inspections or permits required by Texas Department of State Health Services.
  
- Plus, the following additional:
  - Per day: \$5.00
  - Per week: \$10.00
  - Per month: \$25.00
  - Per 3 months: \$50.00
  - Per 6 months: \$75.00
  - Per year: \$100.00

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

- Public Property Fees:
  - First Day \$25.00
  - Each additional day \$10.00

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

- Fee established by the City Commission:

**K. Fire/EMS/Ambulance Fees.**

(Per current rate schedules)

**L. Police Fees.**

(Per current rate schedules)

**M. Towing Fees (Third Party).**

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

**AMENDED BYLAWS OF  
THE RANGER ECONOMIC DEVELOPMENT  
CORPORATION-TYPE A**

**ARTICLE I**

**OFFICE AND AGENT**

The Ranger Economic Development Corporation (hereinafter referred to as "REDC-A") shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such a registered office, as required by the Development Corporation Act of 1979. The Board of Directors may change the registered agent and/or the address of the registered office, provided that proper notification of such change is given to the Office of the Secretary of State of Texas. The registered office and agent of the REDC-A in the State of Texas shall be located at 400 West Main Street, Ranger, Texas or other location as may be determined by the Board of Directors, approved by City Council of Ranger (hereinafter referred to as the "Council"), and recorded with the Secretary of state. The principal office and the registered office of the Corporation shall be the registered office of the Corporation specified in the Articles of Incorporation. The registered office of a Type A corporation must be located within the boundaries of the City of Ranger (hereinafter referred to as the "City").

**ARTICLE II**

**PURPOSE AND POWERS**

**SECTION I - PURPOSE**

The purpose of the REDC-A is to oversee and administer the revenue created by the sales and use tax, thereby to promote, assist, and enhance economic development in and for the City in accordance with the Articles of Incorporation and the Development Corporation Act of 1979 (hereinafter referred to as the "Act"), as amended. The Corporation shall have all the powers enumerated in the Act, except as limited by these Bylaws, its Articles of Incorporation, or determination of the Council.

**SECTION II - POWERS**

In the fulfillment of its corporate purpose, the REDC-A shall be governed by Section 4A of the Act and shall have all the powers set forth and conferred in applicable law, subject to the limitations prescribed therein and herein, and to the provisions thereof and hereof.

**ARTICLE III**

**BOARD OF DIRECTORS**

**SECTION I - MANAGEMENT OF THE CORPORATION**

The business, property, and affairs of the REDC-A and all corporate powers shall be exercised by or under authority of the Board of Directors (hereinafter referred to as the "Board"), appointed by the Council, and subject to applicable limitations imposed by the Texas Non-Profit Corporation Act, the Texas Business Corporation Act, the Texas Development Corporation Act, its Articles of Incorporation, and these Bylaws. The Board may, by contract, resolution, or otherwise, provide general or limited special power and authority to the officers and employees of the REDC-A to transact the general business or any special business of the REDC-A, and may give powers of attorney to agents of the REDC-A to transact any special business requiring such authorization pending the approval of the City Council. The REDC-A shall have no members. The word "member" may be used in these Bylaws in reference to those appointed to serve as Directors or on committees but does not imply or confer any corporate membership or ownership status.

## **SECTION II - NUMBER, QUALIFICATIONS, AND TERM OF OFFICE**

### **NUMBER**

The Board shall consist of seven (7) directors. A Director is appointed by the Council and may be removed by that governing body at any time without cause. The membership of the Board of Directors shall include one member of the Council. At least five (5) Directors of the Board shall not be officers or employees of the City of Ranger.

### **QUALIFICATIONS**

The Council shall consider an individual's experience, accomplishments, and educational background in appointing members to the Board to ensure that the interests and concerns of all segments of the community are considered. Directors must reside within 10 miles of the Ranger city limits or own a business within the City Limits that has been active at least 12 months. (future annexes included).

### **TERM OF OFFICE**

Directors will hold offices for a two-year term, they can be re-elected, but state law provides that the term may not exceed six years. A Director who is a member of the Council of the City of Ranger shall cease to be a Director at the time he or she ceases to be a member of the Council. . Any director or office may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the president or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

## **SECTION III - MEETING OF DIRECTORS**

The Board may hold their meetings at such places within the County as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the registered office of the Corporation as specified in Article VI of these Bylaws. All meetings and deliberations of the Board shall be called, convened, held, and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act.

## **SECTION IV - NOTICE OF MEETINGS**

### **REGULAR MEETINGS**

Regular meetings of the Board shall be held on the Wednesday before the fourth Monday of the month, unless changed by a resolution of the Board. Called Meetings of the Board shall be held whenever called by the President, by the Secretary, by a quorum of the Directors, by the Mayor of the City, or by a quorum of the Commission.

### **CALLED MEETINGS**

The secretary shall give notice to each director of each Called Meeting in person or by telephone, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, all matters pertaining to the purposes of the REDC-A may be considered and acted upon at a Called Meeting. At any meeting at which every director is present, even without notice, any matter pertaining to the purpose of the REDC-A may be considered and acted upon consistent with applicable law. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any Regular or Called Meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless required by the Board. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **SECTION V - QUORUM**

A quorum for the transaction of business by the Board shall be a majority of the number of directors, not less than four (4) members being present to conduct the official business of the REDC-A. The President of the Board is considered for purposes of determining a quorum. The act of four (4) or more directors at a meeting at which a quorum is in attendance shall constitute an act of the Board and the REDC-A, unless the act of a greater number of directors is required by these Bylaws, City ordinance/resolution or state law.

## **SECTION VI - CONDUCT OF BUSINESS**

At the meetings of the Board, matters pertaining to the business of the REDC-A shall be considered in accordance with the rules of procedure as from time to time prescribed by the Board. At all meetings of the Board, the president shall preside, and in the absence of the president, the vice president shall exercise the powers of the president. The secretary of the Board shall act as secretary at all meetings of the REDC-A, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary at the meeting. Any member of the Board, or member of the governing body of the City may have an item placed on the agenda by delivering the same in writing to the Secretary of the Board no less than six (6) calendar days prior to the date of the Board meeting.

## **SECTION VII - COMMITTEES OF THE BOARD**

The Board shall have the authority to appoint standing and as needed committees from time to time. Committee members need not be Directors of the REDC-A, unless required by these Bylaws or Board Resolution. The designation and appointment of any such committee and delegation to that committee of authority shall not operate to relieve the Board of Directors, or any individual director of any responsibility imposed by the Bylaws or otherwise imposed on it or on him or her by law. No committee shall have independent authority to act instead of the Board of Directors to take final action on a matter that requires the approval of the Board of Directors.

## **SECTION VIII - COMPENSATION OF DIRECTORS**

Directors shall not receive any salary or compensation for their services as directors. However, they shall be reimbursed for actual expenses incurred in the performance of their duties hereunder.

## **ARTICLE IV**

### **OFFICERS**

#### **SECTION I - TITLES AND TERM OF OFFICE**

The officers of the REDC-A shall be a president, a vice president, a secretary and a treasurer, and such other officers as the Board may from time to time elect or appoint. One person may not hold more than one office. Terms of office shall be one (1) year with the right of an officer to be re-elected. All officers shall be subject to removal from office at any time by a vote of a quorum the entire board. A vacancy in any office shall be filled with a vote of quorum the directors

#### **SECTION II - PRESIDENT**

The president shall be the chief executive officer of the REDC-A, and shall, subject to the authority of the Board, be in general charge of the properties and affairs of the REDC-A, shall preside at all meetings of the Board, and may sign and execute all contracts, conveyances, franchises, bonds, deeds of assignments, mortgages, notes and other instruments in the name of the Corporation.

#### **SECTION III - VICE PRESIDENT**

The vice president shall have powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

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## **SECTION IV - TREASURER**

The treasurer shall have the responsibility to see to the handling, custody, and security of all funds and securities of the REDC-A in accordance with these Bylaws. When necessary, the treasurer may endorse and sign, on behalf of the REDC-A, for collection or issuance, checks, notes and other obligations in or drawn upon such banks or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall see to the entry in the books of the REDC-A full and accurate amounts of all monies received and paid out on account of the REDC-A, give such bond for the faithful discharge of his duties in such form and amount as the Council may require.

## **SECTION V - SECRETARY**

The secretary shall keep minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the REDC-A, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the REDC-A, shall have charge of the corporate books, records, documents and instruments, except the books and accounts of financial and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the REDC-A during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board.

## **SECTION VI – COMPENSATION**

Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder. Other officers may be compensated as directed by the Board.

## **ARTICLE V**

### **FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS**

#### **SECTION I - ANNUAL REPORT**

The Board will report annually to the Council its goals for the economic development for the city outlining its goals and progress related to economic development within the city.

#### **SECTION II - BOOKS, REPORTS, AND AUDITS**

##### **BOOKS**

The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

##### **RECORDS**

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At the direction of the Council, the books, records, accounts, and financial statements of the REDC-A may be maintained for the REDC-A by the accountants, staff and personnel of the City. In such an event, the Corporation shall pay the City reasonable compensation for such services.

#### **AUDITS**

The REDC-A audit shall generally be completed in conjunction with the City's audit. Provided, however, that the REDC-A may contract with a third party to perform the REDC-A'S financial and accounting requirements, including the annual audited financial statement, with the approval and consent of the Council.

### **SECTION III - DEPOSIT AND INVESTMENT OF CORPORATE FUNDS.**

All proceeds from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the REDC-A shall be deposited and invested as provided in the resolution, order indenture, or other documents authorizing or relating to their issuance. Temporary and idle funds which are not needed for immediate obligations of the REDC-A may be invested in any legal manner provided in Tex. Rev. Civ. Stat. Ann. Art. 842-2 (Public Funds Investment Act).

All other monies of the REDC-A shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the REDC-A upon the signature of its treasurer and such other persons as the Board shall designate. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Department of Finance of the City. The REDC-A shall pay reasonable compensation for such services to the City.

### **SECTION VI - EXPENDITURE OF CORPORATE MONEY**

The monies of the REDC-A, including sales and use taxes collected pursuant to Section 4A of the Act, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the REDC-A for any of the purposes authorized by the Act, subject to the following limitations:

- Expenditures from the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the Council prior to the sale and/or delivery of the Obligations to the purchasers.
- The Board shall expend, in accordance with State law, the tax funds received by it on direct economic development where expenditures will have a direct benefit to the citizens of Ranger.
- The REDC-A shall not make any commitment to disperse any funds for any one project more than \$1,000 without prior approval of the Council.

## **SECTION V - ISSUANCE OF OBLIGATIONS**

No obligations, including refunding Obligations, shall be sold and delivered by the REDC-A unless the Council shall approve such Obligations by the action taken no more than 15 days prior to the date of sale of the Obligations.

## **ARTICLE VI**

### **MISCELLANEOUS PROVISIONS**

#### **SECTION I - FISCAL YEAR**

The fiscal year of the REDC-A shall begin on October 1st and end on September 30th.

#### **SECTION I - BOARD RELATIONSHIP WITH COUNCIL**

In accordance with State law, the Council shall require that the REDC-A be responsible for the proper discharge of its duties assigned in this article. All policies for program administration shall be submitted for Council approval, and the Board shall administer said programs accordingly. The Board shall determine its policies and direction within the limitations of the duties herein imposed by applicable laws, the Articles of Incorporation, these Bylaws, contracts entered with the City, and budget and fiduciary responsibilities.

#### **SECTION II – APPROVAL, ADVICE, AND CONSENT OF THE COMMISSION**

To the extent that these Bylaws refer to any approval by the City or refer to advice and consent to the Council, such advice and consent shall be evidenced by a certified copy of a resolution, order or motion duly appointed by the Council.

#### **SECTION III - SERVICES OF CITY STAFF AND OFFICERS**

Subject to the paramount authority of the City Council under the Charter of the City, the REDC-A shall have the right to utilize the services of the City Attorney, the City Secretary, and the staff and employees of the Finance Department of the City, provided that the REDC-A shall pay reasonable compensation to the City for such services and the performance of such services does not materially interfere with the other duties of such personnel of the city.

#### **SECTION IV - IDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES**

As provided in the Act and in the Articles of Incorporation, the REDC-A is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code) a governmental unit and its actions are governmental functions. The REDC-A shall indemnify each and every member of the Board, its officers, and its employees, and each member of the Council and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys fees, incurred by any of such persons

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by reason of any actions or omissions that may arise out of the functions and activities of the REDC-A.

**ARTICLE VII**

**EFFECTIVE DATE, AMENDMENTS**

**SECTION I - EFFECTIVE DATE**

These Bylaws shall become effective upon the approval of these Bylaws by the Council and the adoption of these Bylaws by the Board.

**SECTION II - AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS**

The Articles of Incorporation of the Corporation and these Bylaws may be amended only in the manner provided in the Articles of Incorporation and the Act. No amendment or new Bylaw shall become effective until approved by the Council.

I, the undersigned authority, do hereby certify that the Amended Bylaws of the Ranger Economic Development Corporation, reviewed at the regular meeting of the City Council of the City of Ranger, Texas at 5:30 p.m. on August 25, 2025, were approved and accepted.

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Robert Butler, Mayor

ATTEST:

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Hope Delatorre, City Secretary

**AMENDED BYLAWS OF  
THE RANGER ECONOMIC DEVELOPMENT  
CORPORATION-TYPE B**

**ARTICLE I**

**OFFICE AND AGENT**

The Ranger Economic Development Corporation (hereinafter referred to as "REDC-B") shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such a registered office, as required by the Development Corporation Act of 1979. The Board of Directors may change the registered agent and/or the address of the registered office, provided that proper notification of such change is given to the Office of the Secretary of State of Texas. The registered office and agent of the REDC-B in the State of Texas shall be located at 400 West Main Street, Ranger, Texas or other location as may be determined by the Board of Directors, approved by City Council of Ranger (hereinafter referred to as the "Council"), and recorded with the Secretary of state. The principal office and the registered office of the Corporation shall be the registered office of the Corporation specified in the Articles of Incorporation. The registered office of a Type B corporation must be located within the boundaries of the City of Ranger (hereinafter referred to as the "City").

**ARTICLE II**

**PURPOSE AND POWERS**

**SECTION I - PURPOSE**

The purpose of the REDC-B is to oversee and administer the revenue created by the sales and use tax, thereby to promote, assist, and enhance economic development in and for the City in accordance with the Articles of Incorporation and the Development Corporation Act of 1979 (hereinafter referred to as the "Act"), as amended. The Corporation shall have all the powers enumerated in the Act, except as limited by these Bylaws, its Articles of Incorporation, or determination of the Council.

**SECTION II - POWERS**

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In the fulfillment of its corporate purpose, the REDC-B shall be governed by Section 4B of the Act and shall have all the powers set forth and conferred in applicable law, subject to the limitations prescribed therein and herein, and to the provisions thereof and hereof.

### **ARTICLE III**

#### **BOARD OF DIRECTORS**

##### **SECTION I - MANAGEMENT OF THE CORPORATION**

The business, property, and affairs of the REDC-B and all corporate powers shall be exercised by or under authority of the Board of Directors (as hereinafter referred to the "Board"), appointed by the Council, and subject to applicable limitations imposed by the Texas Non-Profit Corporation Act, the Texas Business Corporation Act, the Texas Development Corporation Act, its Articles of Incorporation, and these Bylaws. The Board may, by contract, resolution, or otherwise, provide general or limited special power and authority to the officers and employees of the REDC-B to transact the general business or any special business of the REDC-B, and may give powers of attorney to agents of the REDC-B to transact any special business requiring such authorization pending the approval of the City Council. The REDC-B shall have no members. The word "member" may be used in these Bylaws in reference to those appointed to serve as Directors or on committees but does not imply or confer any corporate membership or ownership status.

##### **SECTION II - NUMBER, QUALIFICATIONS, AND TERM OF OFFICE**

###### **NUMBER**

The Board shall consist of seven (7) directors. A Director is appointed by the Council and may be removed by that governing body at any time without cause. The membership of the Board of Directors shall include one member of the Council. At least five (5) Directors of the Board shall not be officers or employees of the City of Ranger.

###### **QUALIFICATIONS**

The Council shall consider an individual's experience, accomplishments, and educational background in appointing members to the Board to ensure that the interests and concerns of all segments of the community are considered. Directors must reside within 10 miles of the Ranger city limits for at least 6 months prior to applying or own a business within the city limits that has been active for the 12 months prior to applying. (future annexes included).

###### **TERM OF OFFICE**

Directors will hold offices for a two-year term, they can be re-elected, but state law provides that the term may not exceed six years. A Director who is a member of the Council of the City of Ranger shall cease to be a Director at the time he or she ceases to be a member of the

Council. . Any director or office may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the president or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

### **SECTION III - MEETING OF DIRECTORS**

The Board may hold their meetings at such places within the County as the Board may determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the registered office of the Corporation as specified in Article VI of these Bylaws. All meetings and deliberations of the Board shall be called, convened, held, and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act.

### **SECTION IV - NOTICE OF MEETINGS**

#### **REGULAR MEETINGS**

Regular meetings of the Board shall be held on the second Wednesday of the month, unless changed by a resolution of the Board. Called Meetings of the Board shall be held whenever called by the President, by the Secretary, by a quorum of the Directors, by the Mayor of the City, or by a quorum of the Commission.

#### **CALLED MEETINGS**

The secretary shall give notice to each director of each Called Meeting in person or by telephone, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, all matters pertaining to the purposes of the REDC-B may be considered and acted upon at a Called Meeting. At any meeting at which every director is present, even without notice, any matter pertaining to the purpose of the REDC-B may be considered and acted upon consistent with applicable law. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any Regular or Called Meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless required by the Board. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

### **SECTION V - QUORUM**

A quorum for the transaction of business by the Board shall be a majority of the number of directors, not less than four (4) members being present to conduct the official business of the REDC-B. The President of the Board is considered for purposes of determining a quorum. The act of four (4) or more directors at a meeting at which a quorum is in attendance shall constitute

an act of the Board and the REDC-B, unless the act of a greater number of directors is required by these Bylaws, City ordinance/resolution or state law.

## **SECTION VI - CONDUCT OF BUSINESS**

At the meetings of the Board, matters pertaining to the business of the REDC-B shall be considered in accordance with the rules of procedure as from time to time prescribed by the Board. At all meetings of the Board, the president shall preside, and in the absence of the president, the vice president shall exercise the powers of the president. The secretary of the Board shall act as secretary at all meetings of the REDC-B, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary at the meeting. Any member of the Board, or member of the governing body of the City may have an item placed on the agenda by delivering the same in writing to the Secretary of the Board no less than six ( 6) calendar days prior to the date of the Board meeting.

## **SECTION VII - COMMITTEES OF THE BOARD**

The Board shall have the authority to appoint standing and as needed committees from time to time. Committee members need not be Directors of the REDC-B, unless required by these Bylaws or Board Resolution. The designation and appointment of any such committee and delegation to that committee of authority shall not operate to relieve the Board of Directors, or any individual director of any responsibility imposed by the Bylaws or otherwise imposed on it or on him or her by law. No committee shall have independent authority to act instead of the Board of Directors to take final action on a matter that requires the approval of the Board of Directors.

## **SECTION VIII - COMPENSATION OF DIRECTORS**

Directors shall not receive any salary or compensation for their services as directors. However, they shall be reimbursed for actual expenses incurred in the performance of their duties hereunder.

## **ARTICLE IV**

### **OFFICERS**

#### **SECTION I - TITLES AND TERM OF OFFICE**

The officers of the REDC-B shall be a president, a vice president, a secretary and a treasurer, and such other officers as the Board may from time to time elect or appoint. One person may not hold more than one office. Terms of office shall be one (1) year with the right of an officer to be re-elected. All officers shall be subject to removal from office at any time by a

vote of a quorum the entire board. A vacancy in any office shall be filled with a vote of quorum the directors

## **SECTION II - PRESIDENT**

The president shall be the chief executive officer of the REDC-B, and shall, subject to the authority of the Board, be in general charge of the properties and affairs of the REDC-B, shall preside at all meetings of the Board, and may sign and execute all contracts, conveyances, franchises, bonds, deeds of assignments, mortgages, notes and other instruments in the name of the Corporation.

## **SECTION III - VICE PRESIDENT**

The vice president shall have powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

## **SECTION IV - TREASURER**

The treasurer shall have the responsibility to see to the handling, custody, and security of all funds and securities of the REDC-B in accordance with these Bylaws. When necessary, the treasurer may endorse and sign, on behalf of the REDC-B, for collection or issuance, checks, notes and other obligations in or drawn upon such banks or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall see to the entry in the books of the REDC-B full and accurate amounts of all monies received and paid out on account of the REDC-B, give such bond for the faithful discharge of his duties in such form and amount as the Council may require.

## **SECTION V - SECRETARY**

The secretary shall keep minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the REDC-B, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the REDC-B, shall have charge of the corporate books, records, documents and instruments, except the books and accounts of financial and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the REDC-B during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board.

## **SECTION VI - COMPENSATION**

Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the

performance of their duties hereunder. Other officers may be compensated as directed by the Board.

## **ARTICLE V**

### **FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS**

#### **SECTION I - ANNUAL REPORT**

The Board will report annually to the Council its goals for the economic development for the city outlining its goals and progress related to economic development within the city.

#### **SECTION II - BOOKS, REPORTS, AND AUDITS**

##### **BOOKS**

The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

##### **RECORDS**

At the direction of the Council, the books, records, accounts, and financial statements of the REDC-B may be maintained for the REDC-B by the accountants, staff and personnel of the City. In such an event, the Corporation shall pay the City reasonable compensation for such services.

##### **AUDITS**

The REDC-B audit shall generally be completed in conjunction with the City's audit. Provided, however, that the REDC-B may contract with a third party to perform the REDC-B'S financial and accounting requirements, including the annual audited financial statement, with the approval and consent of the Council.

#### **SECTION III - DEPOSIT AND INVESTMENT OF CORPORATE FUNDS.**

All proceeds from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the REDC-B shall be deposited and invested as provided in the resolution, order indenture, or other documents authorizing or relating to their issuance. Temporary and idle funds which are not needed for immediate obligations of the REDC-B may be invested in any legal manner provided in Tex. Rev. Civ. Stat. Ann. Art. 842-2 (Public Funds Investment Act).

All other monies of the REDC-B shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the REDC-B upon the signature of its treasurer and such other persons as the Board shall designate. The accounts, reconciliation, and investment of such funds and accounts shall be

performed by the Department of Finance of the City. The REDC-B shall pay reasonable compensation for such services to the City.

## **SECTION VI - EXPENDITURE OF CORPORATE MONEY**

The monies of the REDC-B, including sales and use taxes collected pursuant to Section 4B of the Act, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the REDC-B for any of the purposes authorized by the Act, subject to the following limitations:

- Expenditures from the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the Council prior to the sale and/or delivery of the Obligations to the purchasers.
- The Board shall expend, in accordance with State law, the tax funds received by it on direct economic development where expenditures will have a direct benefit to the citizens of Ranger.
- The REDC-B shall not make any commitment to disperse any funds for any one project more than \$1,000 without prior approval of the Council.

## **SECTION V - ISSUANCE OF OBLIGATIONS**

No obligations, including refunding Obligations, shall be sold and delivered by the REDC-B unless the Council shall approve such Obligations by the action taken no more than 15 days prior to the date of sale of the Obligations.

## **ARTICLE VI**

### **MISCELLANEOUS PROVISIONS**

#### **SECTION I - FISCAL YEAR**

The fiscal year of the REDC-B shall begin on October 1st and end on September 30th.

#### **SECTION I - BOARD RELATIONSHIP WITH COUNCIL**

In accordance with State law, the Council shall require that the REDC-B be responsible for the proper discharge of its duties assigned in this article. All policies for program administration shall be submitted for Council approval, and the Board shall administer said programs accordingly. The Board shall determine its policies and direction within the limitations

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of the duties herein imposed by applicable laws, the Articles of Incorporation, these Bylaws, contracts entered with the City, and budget and fiduciary responsibilities.

## **SECTION II – APPROVAL, ADVICE, AND CONSENT OF THE COMMISSION**

To the extent that these Bylaws refer to any approval by the City or refer to advice and consent to the Council, such advice and consent shall be evidenced by a certified copy of a resolution, order or motion duly appointed by the Council.

## **SECTION III - SERVICES OF CITY STAFF AND OFFICERS**

Subject to the paramount authority of the City Council under the Charter of the City, the REDC-B shall have the right to utilize the services of the City Attorney, the City Secretary, and the staff and employees of the Finance Department of the City, provided that the REDC-B shall pay reasonable compensation to the City for such services and the performance of such services does not materially interfere with the other duties of such personnel of the city.

## **SECTION IV - IDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES**

As provided in the Act and in the Articles of Incorporation, the REDC-B is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code) a governmental unit and its actions are governmental functions. The REDC-B shall indemnify each and every member of the Board, its officers, and its employees, and each member of the Council and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorney's fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the REDC-B.

## **ARTICLE VII**

### **EFFECTIVE DATE, AMENDMENTS**

#### **SECTION I - EFFECTIVE DATE**

These Bylaws shall become effective upon the approval of these Bylaws by the Council and the adoption of these Bylaws by the Board.

#### **SECTION II - AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS**

The Articles of Incorporation of the Corporation and these Bylaws may be amended only in the manner provided in the Articles of Incorporation and the Act. No amendment or new Bylaw shall become effective until approved by the Council.

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I, the undersigned authority, do hereby certify that the Amended Bylaws of the Ranger Economic Development Corporation, reviewed at the called meeting of the City Council of the City of Ranger, Texas at 5:30 p.m. on January 27, 2025, were approved and accepted.

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James Archer (Charlie), Mayor

ATTEST:

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Hope Delatorre, City Secretary