

# **PUBLIC PARTICIPATION ITEM #4**

## **Annual Drinking Water Quality Report**

This report is intended to provide you with important information about your drinking water and the efforts made by the water system to provide safe drinking water. For more information regarding this report contact Harold Needham at 806-829-2470. (Este reporte incluye información importante sobre el agua para tomar. Para asistencia en español, favor de llamar al telefono 806-829-2470).

**There will be an opportunity for public participation during the regular City Council meeting on September 19, 2017 at 6:30pm at the Ransom Canyon Ranch House, #1 Island Drive, Ransom Canyon, TX 79366.**

### **Sources Of Drinking Water**

Town of Ransom Canyon water is Purchased Ground Water.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline at 800-426-4791.

Contaminants that may be present in source water include:

- ❖ Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- ❖ Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- ❖ Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.
- ❖ Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.
- ❖ Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

You may be more vulnerable than the general population to certain microbial contaminants, such as *Cryptosporidium*, in drinking water. Infants, some elderly, or immunocompromised persons such as those undergoing chemotherapy for cancer; persons who have undergone organ transplants; those who are undergoing treatment with steroids; and people with HIV/AIDS or other immune system disorders, can be particularly at risk from infections. You should seek advice about drinking water from your physician or health care providers. Additional guidelines on appropriate means to lessen the risk of infections by *Cryptosporidium* are available from the Safe Drinking Water Hotline at 800-426-4791.

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Contaminants may be found in drinking water that may cause taste, color, or odor problems. These types of problems are not necessarily causes for health concerns. For more information on taste, odor, or color of drinking water, please contact the system's business office.

#### Homes With Lead Piping

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high quality drinking water, but we cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

#### **Information About Source Water Assessments**

The TCEQ has completed a Source Water Assessment for all drinking water systems that own their sources. The report describes the susceptibility and types of constituents that may come into contact with your drinking water source based on human activities and natural conditions. The system(s) from which we purchase our water received the assessment report. For more information on source water assessments and protection efforts at our system, contact Harold Needham at 806-829-2470.

For more information about your sources of water, please refer to the Source Water Assessment Viewer available at the following URL: <http://gis3.tceq.state.tx.us/swav/Controller/index.jsp?wtrsrc=>

Further details about sources and source-water assessments are available in Drinking Water Watch at the following URL: <http://dww.tceq.texas.gov/DWW>

Source Water Name: Lake Alan Henry, Roberts County Well Field, & Bailey County Well Field

Type of Water: Ground Water

Report Status: Active

Location: SW from City of Lubbock, CC from TX1520002 Lubbock

#### **Information About Water Loss As Reported To The Texas Water Development Board**

Water loss for period: January 1, 2016 – December 31, 2017 was 13.3 million gallons.

## WATER QUALITY REPORT DATA, 2016

SUBSTANCES REGULATED AT THE TREATMENT PLANT									
Substance	Source	Regulation	Concentration	Unit	Frequency	Method	Location	Notes	Remarks
BETA PHOTON EMITTERS	8.4 pCi/L (2011)	na	6.2 pCi/L (2011)	na	none detected (2014)	na	na	50 pCi/L*	Decay of natural and man-made deposits
ALPHA EMITTERS	4.7 pCi/L (2011)	na	4.0 pCi/L (2011)	na	4.1 pCi/L	na	3.0 - 11.5 pCi/L	15 pCi/L	Erosion of natural deposits
URANIUM	na	na	na	na	2.7 ppb (2014)	na	na	30 ppb	Erosion of natural deposits
ANTIMONY	none detected	na	none detected	na	0.29 ppb	na	na	6 ppb	Discharge from petroleum refineries; fire retardants; ceramics; electronics; solder
ARSENIC	1.6 ppb	na	4 ppb	na	2.5 ppb	na	na	10 ppb**	Erosion of natural deposits, runoff from orchards
BARIUM	0.13 ppm	na	0.098 ppm	na	0.19 ppm	na	na	2 ppm	Erosion of natural deposits
CHROMIUM	2.2 ppb	na	2 ppb	na	1.9 ppb	na	na	100 ppb	Erosion of natural deposits
CYANIDE	110 ppb (2015)	na	84.4 ppb (2014)	na	41.1 ppb	na	na	200 ppb	Discharge from steel/metal, plastic and fertilizer factories
FLUORIDE	0.658 ppm	na	1.23 ppm (2014)	na	0.845 ppm	na	na	4 ppm	Erosion of natural deposits
NITRATE	0.968 ppm	na	1.63 ppm	na	0.053 ppm	na	na	10 ppm	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion
SELENIUM	none detected	na	2.7 ppb	na	none detected	na	na	50 ppb	Erosion of natural deposits
TURBIDITY	0.22 NTU	0.04 - 0.22 NTU	na	na	0.08 NTU	0.02 - 0.08 NTU	TT = 5 NTU	TT = % of samples < 0.3 NTU	Soil runoff. Turbidity is a measurement of the cloudiness of water. It is a good indicator of the effectiveness of the filtration system.
	100% less than 0.3 NTU		na	na	100% less than 0.3 NTU				
ADDITIONAL MONITORING									
ALUMINUM	0.083 ppm	na	none detected	na	0.028 ppm	na	0.05-0.2 ppm*	na	Water Treatment Chemical
CHLORIDE	284 ppm	na	12 ppm (2014)	na	258 ppm	na	300 ppm *	na	Naturally occurring
TOTAL DISSOLVED SOLIDS	869 ppm	na	317 ppm (2014)	na	695 ppm	na	1000 ppm*	na	Naturally occurring
AMMONIA	0.23 ppm	na	0.23 ppm	na	0.20 ppm	na	Not Regulated	na	Water Treatment Chemical
CALCIUM	61.2 ppm	na	53.4 ppm	na	29.3 ppm	na	Not Regulated	na	Naturally occurring
MAGNESIUM	30.8 ppm	na	17.9 ppm	na	10.3 ppm	na	Not Regulated	na	Naturally occurring
SODIUM	207 ppm	na	32.9 ppm	na	211 ppm	na	Not Regulated	na	Naturally occurring
POTASSIUM	6.22 ppm	na	4.7 ppm	na	4.73 ppm	na	Not Regulated	na	Naturally occurring
MANGANESE	0.00074 ppm	na	none detected	na	none detected	na	0.05 ppm*	na	Naturally occurring
NICKEL	0.00049 ppm	na	none detected	na	0.00043 ppm	na	Not Regulated	na	Erosion of natural deposits
pH	7.4	na	7.8	na	8.2	na	Greater than 7.0*	na	Naturally occurring
ZINC	none detected	na	0.0033 ppm	na	0.0062 ppm	na	5 ppm*	na	Naturally occurring
HARDNESS	280 ppm	na	207 ppm	na	118 ppm	na	Not Regulated	na	Naturally occurring
CONDUCTANCE	1530 micromhos/cm	na	524 micromhos/cm (2014)	na	1310 micromhos/cm	na	Not Regulated	na	Naturally occurring
TOTAL ALKALINITY	183 ppm	na	214 ppm (2014)	na	162 ppm	na	Not Regulated	na	Naturally occurring
SULFATE	135 ppm	na	29.2 ppm (2014)	na	106 ppm	na	300 ppm *	na	Mineral and Nutrient

## Regulated Contaminants

Disinfectants and Disinfection By-Products	Collection Date	Highest Level Detected	Range of Levels Detected	MCLG	MCL	Units	Violation	Likely Source of Contamination
Haloacetic Acids (HAA5)	2016	12	11.9 - 11.9	No goal for the total	60	ppb	N	By-product of drinking water disinfection.
Total Trihalomethanes (TTHM)	2016	23	23.3 - 23.3	No goal for the total	80	ppb	N	By-product of drinking water disinfection.
Inorganic Contaminants	Collection Date	Highest Level Detected	Range of Levels Detected	MCLG	MCL	Units	Violation	Likely Source of Contamination
Nitrate [measured as Nitrogen]	2016	1	1.01 - 1.01	10	10	ppm	N	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits

## 2016 Regulated Contaminants Detected

### Coliform Bacteria

Maximum Contaminant Level Goal	Total Coliform Maximum Contaminant Level	Highest No. of Positive	Fecal Coliform or E. Coli Maximum Contaminant Level	Total No. of Positive E. Coli or Fecal Coliform Samples	Violation	Likely Source of Contamination
0	1 positive monthly sample.	1		0	N	Naturally present in the environment.

### Lead and Copper

#### Definitions:

Action Level Goal (ALG): The level of a contaminant in drinking water below which there is no known or expected risk to health. ALGs allow for a margin of safety.

Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Lead and Copper	Date Sampled	MCLG	Action Level (AL)	90th Percentile	# Sites Over AL	Units	Violation	Likely Source of Contamination
Copper	08/07/2015	1.3	1.3	0.042	0	ppm	N	Erosion of natural deposits; Leaching from wood preservatives; Corrosion of household plumbing systems.
Lead	08/07/2015	0	15	2.5	1	ppb	N	Corrosion of household plumbing systems; Erosion of natural deposits.

### Water Quality Test Results

#### Definitions:

The following tables contain scientific terms and measures, some of which may require explanation.

#### Avg.

Regulatory compliance with some MCLs are based on running annual average of monthly samples.

#### Maximum Contaminant Level or MCL

The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

#### Level 1 Assessment:

A Level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.

#### Maximum Contaminant Level Goal or MCLG

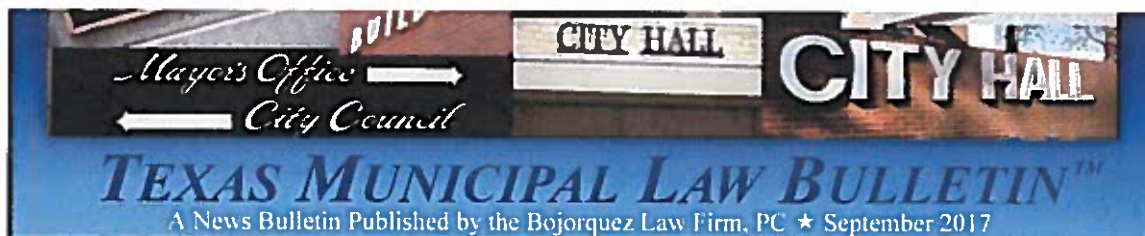
The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

## Water Quality Test Results

Level 2 Assessment:	A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.
Maximum residual disinfectant level or MRDL:	The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
Maximum residual disinfectant level goal or MRDLG:	The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
MFL	million fibers per liter (a measure of asbestos)
na:	not applicable.
mrem:	millirems per year (a measure of radiation absorbed by the body)
NTU	nephelometric turbidity units (a measure of turbidity)
pCi/L	picocuries per liter (a measure of radioactivity)
ppb:	micrograms per liter or parts per billion - or one ounce in 7,350,000 gallons of water.
ppm:	milligrams per liter or parts per million - or one ounce in 7,350 gallons of water.
Treatment Technique or TT:	A required process intended to reduce the level of a contaminant in drinking water.
ppt	parts per trillion, or nanograms per liter (ng/L)
ppq	parts per quadrillion, or picograms per liter (pg/L)

# **DISCUSSION ITEM #5**

## **Legislative Update**



### New Rules for Small Cell Nodes

Each city can regulate its right-of-way to ensure that there are no obstructions to city streets and that utilities can fit together in the limited space provided. Texas Senate passed Bill 1004 (now Chapter 284 of the Tex. Loc. Gov't Code), effective September 1<sup>st</sup>, provides special rules for wireless companies to place network nodes (different size boxes with wireless technology attached to utility poles) in public rights-of-way. The bill limits city regulation of the placement of the nodes and poles, and sets low rental and permit fees. However, the new bill does allow cities to adapt their right-of-way management ordinances to regulate the placement and appearance of these facilities. Regulation of placement can include restricted or concealed placement in a park and the city, residential areas, historic districts, and, what is designated by the statute as "design districts". It is crucial for each city to designate areas within their municipal boundaries as soon as possible to take advantage of these restrictions if it wishes to protect these areas from additional visual clutter and to obtain the small rental fees allowed when the nodes and poles are placed on city poles or in city rights of way. This is particularly beneficial to a city with more protected themed design layouts.

An application and registration form are also required if a city wants to regulate placement of nodes and poles.

*The Firm has draft ordinances and forms available for modification for your City. Please contact your primary attorney for more information.*

### Ordinance Revisions

#### Right of Way Management Ordinance and Design Manual

- a. Designate different districts and list parks
- b. Require concealment of some nodes and other facilities
- c. Limit sizes
- d. Permit Application and Registration Requirements Procedures
- e. Give City Officials duties and authority to regulate facilities
- f. Provide for indemnity and insurance requirements for companies placing facilities
- g. Impose safety and cleanup requirements of companies placing facilities
- h. Include preference of location of installation
- i. Requires separate electric supply for facilities
- j. Amend fee schedule to include all types of nodes and related facilities



## **TOWN OF RANSOM CANYON**

### **Briefing on Relevant Recent Legislation**

by: Elena Quintanilla, City Administrator, and  
Alan Bojorquez, Interim City Attorney

#### **Annexation**

S.B. 6: Tier 1 cities can continue to annex under current law, with certain exceptions regarding notice, hearings, and timeline to provide municipal services.

#### **Cell Node Technology**

SB 1004: Cities must allow in public rights-of-way, but can require: permit, small fee, comply with right-of-way repair requirements; no new poles in residential or parks.

#### **Personnel & Human Resources**

H.B. 2619 – Provides that the Criminal Justice Division of the Governor's Office establish and administer a grant program through which a law enforcement agency may apply for a grant to implement programs, practices, and services designed to address the direct or indirect emotional harm suffered by a peace officer.

#### **Environmental**

H.B. 1573 – Cities to conduct water loss audits by trained professional. Training should be on TWDB website . Effective now. {only do every 5 years if less than 3300 connections (Ransom Canyon has approximately 500)}

#### **Sex Offender Restrictions**

H.B. 1111 – The city council of a general law city by ordinance may restrict registered sex offender from going in, on, or within a specified distance of a child safety zone in a city, now 1,000 ft. ( boundary changes this session from 1500 ft.)

#### **Elections**

H.B. 25 – Effective September 1, 2020- Ends the ability to allow voters the option of voting a straight party ballot with one punch

S. B. 957 – Provides that only state propositions will be numbered and must be listed before any other propositions

H.B. 1151 – Provides that a voted ballot by mail is timely if it is received by 5 p.m. on the day after election day (Monday following a Saturday election) and is postmarked by 7 p.m. on election day.

#### **Public Safety**

H.B. 3237- Search Warrant Affidavits – The bill provides that a search warrant affidavit becomes public information when the search warrant for which the affidavit was presented is executed.

S.B. 42- Municipal Court Security- It provides that law enforcement that agency provides security for a court shall provide to the Office of Court Administration a written report regarding any security incident and must provide a copy to the presiding judge, etc.

**S.B. 19 – Municipal Court Fines and Costs** – This bill redefines fines and cost procedures and creates several new provisions related to the criminal consequences imposed on indigent defendants, including fines, fees, and costs in municipal court.

**S.B. 1187- No insurance citations** – It prohibits a police officer from issuing a citation for operating a motor vehicle without financial responsibility, unless the officer attempts to verify through the verification program that financial responsibility has been established for the vehicle.

**S.B. 1440** – Allows for current officeholders to attend a debate or candidate forum if quorum is present.

### **Public Information**

**S.B. 79-** Provides that an officer for public information for a governmental body complies with production of public information by referring a requestor to an exact Internet location or URL address on the governmental body's website if the requested information is identifiable and (ready available on that website).

**H.B. 3237 – Search Warrant Affidavits** – Provides that a search warrant affidavit becomes public information when the search warrant for which the affidavit was presented is executed.

**H.B. 1861 – Cybersecurity** – provides that information directly arising from a City's routine efforts to prevent, detect, investigate, or irrigate a computer security incident, concluding information contained in or derived from an information is confidential under the PIA.

### **Municipal Court**

**S.B. 42** Security of courts and judges in Texas

**H.B. 351/S.B 1913** Fines, fees, and costs

### **Tree Preservation**

**1H.B. 7:** Mandates that cities that require tree replacement allow resident homeowners who remove trees with trunks 10" in diameter or less to replace the inches with trees, rather than require payment of mitigation fees.

---

**ACTION ITEM #6:**

**Designation of  
Newspaper**

---

**RESOLUTION NO. R17-000919**

**A RESOLUTION OF THE CITY COUNCIL DESIGNATING AN OFFICIAL NEWSPAPER FOR THE PURPOSE OF PUBLISHING EACH ORDINANCE, NOTICE, OR OTHER MATTER REQUIRED BY LAW TO BE PUBLISHED FOR THE TOWN OF RANSOM CANYON FOR THE FISCAL YEAR 2017-2018.**

**WHEREAS**, the City Council finds that the *Slatonite* is a paper of general circulation within the Town of Ransom Canyon; and

**WHEREAS**, the City Council finds that the *Slatonite*:

- 1) Devotes not less than 25% of its total column lineage to general interest items;
- 2) Is published at least once each week;
- 3) Is entered as 2<sup>nd</sup> class postal matter in the county where published; and
- 4) Has been published regularly and continuously for at least 12 months before the governmental entity or representative published notice; and

**WHEREAS**, the City Council finds that the *Slatonite* is a publication that meets all of the criteria legally required of an officially designated newspaper for the Town of Ransom Canyon;

**WHEREAS**, Chapter 52, §52.004 of the Texas Local Government Code requires the City Council to designate an official newspaper for publishing each ordinance, notice, or other matter required by law or ordinance to be published; and

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANSOM CANYON, TEXAS, that:**

The *Slatonite* is designated as the official newspaper for the Town of Ransom Canyon for Fiscal Year 2017-2018, commencing October 1, 2017.

**PASSED & APPROVED BY THE CITY COUNCIL ON THIS, THE 19<sup>th</sup> DAY OF SEPTEMBER, 2017.**

**TOWN OF RANSOM CANYON:**

\_\_\_\_\_  
Billy Williams, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena Quintanilla, City Secretary

# **ACTION ITEM #7:**

## **Golf Cart Ordinance**

**ORDINANCE NO. 080817 FIRST READING**

**GOLF CART ORDINANCE**

AN ORDINANCE OF THE TOWN OF RANSOM CANYON, TEXAS, REGULATING THE OPERATION OF GOLF CARTS ON PUBLIC STREETS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES.

**WHEREAS,** under Texas Law, it is generally an offense to operate golf carts on public streets; and

**WHEREAS,** the City Council of the City of Ransom Canyon ("City Council") seeks to authorize the operation of golf carts on public streets in certain situations; and

**WHEREAS,** the City Council finds that the use of golf carts as transportation over public streets is reasonable and prudent in many situations and in accordance with the safeguards specified in this ordinance; and

**WHEREAS,** the City Council is authorized to allow limited operation of golf carts on public streets in accordance with Texas Transportation Code §§ 551.403 and .404; and

**NOW, THEREFORE,** be it ordained by the City Council of the City of Ransom Canyon, Texas:

**SECTION 1: OPERATION OF GOLF CARTS ON PUBLIC STREETS**

**§ 1.01 Definitions**

The following words, terms, and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Driver** means the person driving and having physical control over the golf cart.

**Driver's License** means an authorization issued by a State for the operation of a motor vehicle. The term includes: (1) a temporary license or instruction permit; and (2) an occupational license.

**Golf cart** shall have the meaning assigned by the Texas Transportation Code §502.001(18)(7), as amended, and means a motor vehicle commonly referred to as a golf cart, which must have an attainable top speed not greater than 25 miles per hour on a paved level surface and which is manufactured primarily for transporting persons on a Town of Ransom Canyon

golf course and in compliance with those federal motor vehicle safety standards for low-speed vehicles. Specifically excluded from this definition are those motorized conveyances commonly referred to as all-terrain vehicles ("ATVs"), off-road vehicles, four-wheelers, Mules, Gators and design-altered golf carts which have been altered to allow them to travel at a speed greater than 25 miles per hour.

**Motorized Cart** means those electric and gasoline powered carts, commonly referred to as golf carts, but which must have a minimum of three wheels and which have an attainable top speed not greater than 25 miles per hour on a paved level surface and which is manufactured in compliance with those federal motor vehicle safety standards for low-speed vehicles. Specifically excluded from this definition are those motorized conveyances commonly referred to as ATV's, four-wheelers, mules, and gators.

**Golf cart registration permit** shall mean a privilege granted, upon compliance with the terms of this ordinance, to legally operate a golf cart upon a public street or roadway within the corporate boundaries of the Town of Ransom Canyon during the period when granted.

**Golf cart registration permit decal** shall mean a certificate for attachment to a golf cart carrying a serial number corresponding to the number of the golf cart license for such golf cart and showing the month and calendar year the license shall expire.

**Golf cart registration permit fee** shall mean an administrative charge imposed as specified in this chapter for the granting of a golf cart registration permit and the issuance of a golf cart registration permit decal.

**Owner** means the person holding title to the golf cart.

**Park or parking:** The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of, and while actually engaged in, loading or unloading merchandise or passengers.

**Parking Area** means those areas accessible to the public by motor vehicular traffic and which are designated for temporary parking of motor vehicles, usually in places referred to as parking lots.

**Permit** means a certificate/decal of authorization issued to the applicant by the City authorizing the operation of the golf cart for which the permit was issued. The decal will display the month and year of expiration.

**Permit Holder** means the person to whom a golf cart permit has been issued. **Public Safety Personnel** means any employee or officer of a governmental law enforcement agency or the Town of Ransom Canyon or its Department(s).

**Public Street** means the public roadways of the Town of Ransom Canyon by whatever name, e.g. road, alley, avenue, highway, route, boulevard, etc. within the corporate boundaries of Ransom Canyon that:

- (a) Has a speed limit of 35 miles per hour or less;
- (b) Provides for no more than one lane of vehicular traffic per direction;
- (c) Is not designated as part of either the State or Federal highway system.

**Sidewalk** means the portion of a street that is between a curb or lateral line of a roadway and the adjacent property line and intended for pedestrian use.

**Slow-Moving-Vehicle-Emblem** means a triangular emblem that conforms to standards and specifications adopted by the Director of the Texas Department of Transportation under Section 547.104 of the Texas Transportation Code and is displayed in accordance with Section 547.703 of the Texas Transportation Code.

**Texas Transportation Code** means the code as it currently exists or may be amended.

**Traffic Way** is any land way open to the public as a matter of right or custom for moving persons or property from one place to another. The traffic way includes all property, both improved and unimproved, between the property lines of a roadway system.

#### § 1.02 Golf Carts Permitted and Restricted

A person, other than public safety personnel, may operate a golf cart on a public street, parking area and/or traffic way if the person obtains a registration permit, affixes a registration decal, and meets the following requirements:

- (a) The ~~Maximum~~maximum speed limit on the public street is thirty-five (35) miles per hour or less;
- (b) The person has a valid driver's license;
- (c) The person maintains current financial responsibility for the golf cart, as required of other passenger vehicles in Section 601.051 of the Texas Transportation Code;
- (d) The person complies with all applicable federal, state and local laws and ordinances;
- (e) The golf cart has the following equipment, which must continuously remain in good working and operational order:
  - (1) Two (2) headlamps;
  - (2) Two (2) tail lamps;
  - (3) Side reflectors (two (2) front, amber in color and two (2) rear, red in color);

**Comment [AB1]:** M Brooks: Change to person at least 15 years of age who has successfully completed a drivers safety course.

**Comment [AB2]:** M Brooks: Delete the requirement for insurance.



- (5) Rearview mirror(s), capable of a clear, unobstructed view of at least two hundred feet (200') to the rear;
- (6) Slow-moving vehicle emblem(s) having a reflective surface designed to be clearly visible in daylight or at night from the light of standard headlamps at a distance of at least 500 feet and shall be mounted base down on the rear of the vehicle at a height from three to five feet above the road surface and shall be maintained in a clean reflective condition;  
and

(7) Parking Break.

- (f) While the golf cart is in motion, the driver and every passenger in a golf cart is seated in a seat designed to hold passengers. No person may stand or ride in the lap of the driver and/or other passenger of a golf cart while it is moving.
- (g) The equipment described herein meets the Texas and Federal Motor Vehicle Safety Standards, as they exist or may be amended; and

**§ 1.03 Additional Requirements for Golf Carts Powered By Gasoline**

In addition to the requirements set forth herein, every golf cart powered by gasoline shall at all times be equipped with an exhaust system in good working order and in

- (a) The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or including any and all parts specified by the manufacturer;
- (b) The exhaust system and its elements shall be securely fastened with brackets or hangers, which are designed for the particular purpose of fastening golf cart exhaust systems;
- (c) The engine and powered mechanism of every golf cart shall be so equipped, adjusted and tuned so that the exhaust is in good working order; and
- (d) It shall be unlawful for the Owner of any golf cart to operate or permit the operation of such golf cart on which any device controlling or abating atmospheric emissions which is placed on a golf cart by the manufacturer is rendered unserviceable by removal, alteration or which interferes with its operation.

**§ 1.04 Additional Operational Regulations For All Golf Carts**

- (a) Except for Public Safety Personnel, golf carts shall not be operated on any sidewalk, pedestrian walkway, jogging path, park trail or any location normally used for pedestrian traffic;

- (b) All golf carts are entitled to a full use of a lane on the authorized public streets, parking areas and traffic ways of Ransom Canyon, and no motor vehicle shall be driven in such a manner as to deprive any golf cart of the full use of a lane;
- (c) The driver of a golf cart shall not overtake and pass in the same lane occupied by the vehicle being overtaken;
- (d) No driver shall operate a golf cart between lanes of traffic or between adjacent lines or rows of vehicles;
- (e) The driver of a golf cart operating the golf cart on a public street may only cross a multi-lane federal, county, or state route at an intersection controlled by an official traffic control device which stops traffic from all directions. The driver of a golf cart may cross a multi-lane road, other than a federal, state, or county route, if it is required to cross from one portion of a golf course to another portion of the same golf course. If a golf cart crossing path is provided for transition between one section of a golf course to another section of the same golf course across a multi-lane road, the operator shall cross at and within the golf cart crossing path;
- (f) The number of occupants in a golf cart shall be limited to the number of persons for whom factory seating is installed and provided on the golf cart;
- (g) Children must be properly seated while a golf cart is in motion and may not be transported in a reckless or negligent manner. No person younger than six (6) years of age may be transported in a golf cart unless restrained by a safety belt restraint;
- (h) Golf carts may not be used for the purpose of towing another golf cart, trailer or vehicle of any kind including, without limitation, a person on roller skates, skateboard or bicycle. A person employed by a golf course may tow a golf cart(s) for the purpose of relocating the cart(s) from one portion of a golf course to another portion of the same golf course; and
- (i) Golf carts shall not be operated during inclement weather or when visibility is impaired by weather, smoke, fog, or other condition, or at any time when there is insufficient light to clearly see persons or vehicles on the roadway at a distance of five hundred feet (500').

#### **§ 1.05 Liability**

- (a) Nothing in this Article shall be construed as an assumption of liability by the Town of Ransom Canyon for any injuries (including death) to persons, pets or property which may result from the operation of a golf cart by an authorized driver; and

- (b) Owners are fully liable and accountable for the action of any individual that they provide permission to operate and drive said golf cart, both on personal and/or any authorized public streets, parking areas and traffic ways. This described liability responsibility especially applies to personal injuries (including death) or property damage resulting from golf cart drivers who are minors under the age of twenty-one (21) with or without a current and valid driver's license.

#### **§ 1.06 Registration Permit Required**

- (a) No person shall operate, cause to be operated or allow the operation of a golf cart on any authorized public streets, parking areas and traffic ways unless a valid registration permit has been issued for the golf cart or otherwise allowed by law.
- (b) Application for a permit authorizing the operation of a golf cart shall be made by a person who owns, leases, or otherwise uses a golf cart. Such application shall be made in writing to the City on a form designated for that purpose. On such application shall be set forth the following:
  - (1) The name, address, telephone number and state driver's license number, if applicable, of the permit holder;
  - (2) The street address where the golf cart is kept, including the particular suite or apartment number, if applicable;
  - (3) The business name used for the premises where the golf cart is kept, if applicable;
  - (4) The year, make, model, color, vehicle identification number or serial number if no vehicle identification number has been issued to the golf cart, electric or gasoline; and
  - (5) The person(s) and location, designated by the City, that inspected the golf cart, including a certification by said inspector that the golf cart complies with the requirements of this Ordinance before the issuance of a permit;
  - (6) Statement that all operators are required to be licensed pursuant to Texas Transportation Code §§521.001(3) and 521.021, as amended, and that all equipment required herein is installed and will be kept operational during the permit period.
  - (7) Statement that the registration permit holder, ~~and as well as~~ any user of the golf cart, shall indemnify and hold harmless the Town of Ransom Canyon, Texas for any and all civil liability associated with

said registration, and waives any and all rights to sue or allow subrogation by an insurance company.

(8) Other information which the City may require.

- (c) The registration permit decal shall be permanently affixed on the left side of the golf cart in such a manner that it is clearly visible from fifty feet (50'). The permit must not be damaged, altered, obstructed or otherwise made illegible. The permit holder shall apply for a replacement permit and pay all applicable costs s associated with the issuance and inspection of the golf cart;
- (d) The registration permit decal shall only be placed upon the golf cart for which it was issued;
- (e) A permit issued to a golf cart shall become invalid if the golf cart is altered in a manner that fails to comply with any requirement of this Ordinance;
- (f) Registration Permits/Decals are valid for a period of (2) two years and each shall expire on December 31 of odd numbered years. The permit fee shall be prorated to the number of yearly quarters remaining in the permit period. The following fee shall apply:
  - (1) Registration Permit - \$100.00 (includes Inspection and Decal)
  - (2) Re-inspection if a cart fails the initial inspection - \$20.00
  - (3) Governmental entities applying for a Registration Permit are exempt from any fees.
- (g) The permit holder shall notify the City within ten (10) working days if the golf cart transfers ownership or the address of the normal storage location has changed. The information shall be submitted on a form designated by the City;
- (h) Lost or stolen Permit/Decals are the responsibility of the Owner. A police report must be filed in the event of a lost or stolen Permit/Decal. If no record can be found of a previous application, or the receipt of a Permit/Decal, the City may direct the applicant to reapply, and also resubmit any and all fees necessary before a replacement Permit/Decal is issued;
- (i) Any person who operates a golf cart and fails to receive and properly display a City Permit/Decal will be subject to all applicable state laws, in addition to being in violation of this Ordinance; and
- (j) A permit may be revoked at any time by the City, or its designee(s), if:

Comment [AB3]: M Brooks: Reduce to \$20.

- (1) ~~There~~there is any evidence that the permit holder cannot safely operate a golf cart on any authorized public streets, parking areas and traffic ways of the City in compliance with this Ordinance.
  - (2) The owner or driver fails to abide by the rules and regulations of this ordinance
  - (3) ~~The owner fails to maintain proof of financial responsibility during the entire permit registration period.~~
- (k) The commission of any of the violations described herein constitutes evidence that the permit holder cannot safely operate a motorized golf cart on the street within the Town of Ransom Canyon.
- (l) The permit is not transferable. Upon transfer of ownership of the golf cart to a person who intends to operate it over authorized streets and parking areas, the new owner must register the golf cart and pay the registration permit fee as outlined hereinabove.

**Comment [AB4]:** M Brooks: Delete this requirement.

#### § 1.07 Public Safety Personnel

Public Safety Personnel may operate a golf cart on any public street, parking area and traffic way without any further restrictions when the golf cart is used in the performance of his/her duties or on official business of the City or on City owned property and City leased property, including but not limited to, a parade, a festival or other special events.

### SECTION 2. PENALTY PROVISION.

§ 2.01 Any person, firm, entity or corporation who violates any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Five Hundred Dollars (\$500.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the Town of Ransom Canyon from filing suit to enjoin the violation. Ransom Canyon retains all legal rights and remedies available to it pursuant to local, state, and federal law.

§ 2.02 In addition to ~~the~~ misdemeanors for traffic violations ~~of~~ the driver of the motorized cart may be subject to pursuant to Texas Law, the owner and/or permit holder of the motorized cart shall be subject to the following civil penalties:

- (a) For the first offense, a fine of not less than \$25.00;
- (b) For the second and any subsequent offense, a fine of not less than \$50.00.

**Comment [AB5]:** Does the Council want to set a maximum fine? \$500 is typical for motor vehicle violations, but might want to be lower in this ordinance.

### SECTION 3. SAVINGS/REPEALING CLAUSE.

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; ~~however, but~~ such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a

*Alan B.*

*Draft "C"*

*September 14, 2017*

prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 4. SEVERABILITY.**

Should any section, subsection, clause or phrase of this ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

**PASSED & APPROVED** on this, the 19<sup>TH</sup> day of September, 2017.

**CITY OF RANSOM CANYON:**

\_\_\_\_\_  
Billy Williams, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena Quintanilla, City Administrator

---

**ACTION ITEM #9:**  
**Ordinance to Approve**  
**the Budget**

**ORDINANCE NO: 17-00200**

**PERTAINING TO: 2017-2018 BUDGET**  
**DATE PASSED: SEPTEMBER 19, 2017**  
**DATE EFFECTIVE: OCTOBER 1, 2017**

**AN ORDINANCE ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND TERMINATING SEPTEMBER 30, 2018: MAKING APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT, AND ACCOUNT, AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND PUBLICATION:**

**BE IT ORDAINED BY THE CITY COUNCIL FOR THE TOWN OF RANSOM CANYON, TEXAS, BY ITS MAYOR AND ALDERMEN:**

Section 1: Subject to the applicable provisions of the state law, the budget for the fiscal year beginning October 1, 2017, and terminating September 30, 2018, as filed and submitted by the Mayor and adjusted by the City Council, containing estimates of resources and revenues for the year from all of the various sources, and the projects, operations, activities, and purchases proposed to be undertaken during the year, together with the estimated cost thereof and estimated amounts of all proposed expenditures, is hereby approved and adopted.

Section 2: There is hereby appropriated from the funds indicated and for such purposes respectively, such sums of money as may be required for the accomplishment of each of the projects, operations, activities, purchases, and other expenditures proposed in such budget, not to exceed for all such purposes proposed for any department the total amount of the estimated cost of the projects, operations, activities, purchases, and other expenditures proposed for such department.

Section 3: The budget adopted is hereby attached hereto and incorporated herein by reference.

Section 4: This ORDINANCE shall be effective from and after its passage and publication as provided by law.

**AND IT IS SO ORDERED, PASSED, AND APPROVED THIS 19<sup>th</sup> DAY OF SEPTEMBER 2017.**

\_\_\_\_\_  
BILLY WILLIAMS, MAYOR

Attest:

\_\_\_\_\_  
Elena Quintanilla, City Secretary



	A	B	C	L	M	N	O
1	<b>TOWN OF RANSOM CANYON 2017-2018</b>			UPDATED 9/11/17			
2	<b>BUDGET YEAR - GENERAL FUND 01</b>			<b>DRAFT BUDGET</b>			
3				<b>2015-2016 BUDGET</b>	<b>2016-2017 BUDGET</b>	<b>2017-2018 PROPOSED BUDGET</b>	<b>CHANGE FROM PRIOR YR BUDGET</b>
4	<b>ACCT#</b>	<b>REVENUES</b>					
5							
6		<b>UTILITY REVENUE</b>					
7	401	WATER REVENUE		\$ (595,000)	\$ (550,000)	\$ (595,000)	8.18%
8	402	SEWER REVENUE		\$ (145,000)	\$ (145,000)	\$ (145,000)	0.00%
9	403	GARBAGE REVENUE		\$ (145,000)	\$ (145,000)	\$ (145,000)	0.00%
10	404	PENALTY REVENUE		\$ (4,000)	\$ (4,000)	\$ (4,000)	0.00%
11	405	MOSQUITO GROUND		\$ (17,000)	\$ (17,000)	\$ (17,000)	0.00%
13	408	TURN ON REVENUE		\$ (1,000)	\$ (1,000)	\$ (1,000)	0.00%
14	409	RV REVENUE		\$ (2,000)	\$ (2,000)	\$ (3,000)	50.00%
15		UTILITY SUBTOTAL		\$ (909,000)	\$ (864,000)	\$ (910,000)	5.32%
16							
17		<b>BUILDING PERMIT REVENUE</b>					
18	410	BUILDING PERMIT REVENUE		\$ (5,000)	\$ (5,000)	\$ (8,700)	74.00%
19	411	TAP CONNECTION REVENUE		\$ (1,600)	\$ (1,600)	\$ (1,600)	0.00%
20		PERMIT SUBTOTAL		\$ (6,600)	\$ (6,600)	\$ (10,300)	56.06%
21							
22		<b>FRANCHISE REVENUE</b>					
23	420	ATMOS FRANCHISE REVENUE		\$ (10,000)	\$ (9,000)	\$ (7,500)	-16.67%
24	421	SPEC FRANCHISE REVENUE		\$ (15,000)	\$ (15,000)	\$ (15,000)	0.00%
25	422	SOUTH PLAINS TEL FRANCHISE REV		\$ (1,000)	\$ (1,000)	\$ (1,000)	0.00%
26	423	SBC FRANCHISE REVENUE		\$ (100)	\$ (100)	\$ (100)	0.00%
27	424	MISC FRANCHISE REVENUE/INTERNET		\$ (100)	\$ (100)	\$ (100)	0.00%
28		FRANCHISE SUBTOTAL		\$ (26,200)	\$ (25,200)	\$ (23,700)	-5.95%
29							
30		<b>AD VALOREM TAX REVENUE</b>					
31	443	DELINQUENT TAX REVENUE		\$ (2,000)	\$ (2,000)	\$ (1,000)	-50.00%
32	444	CURRENT TAX REVENUE		\$ (750,000)	\$ (760,000)	\$ (800,000)	5.26%
33	445	TAX P&I REVENUE		\$ (3,000)	\$ (3,000)	\$ (3,000)	0.00%
34	446	TAX CERTIFICATE REVENUE		\$ (100)	\$ (100)	\$ (100)	0.00%
37		TAX SUBTOTAL		\$ (755,100)	\$ (765,100)	\$ (804,100)	5.10%
38							
39							
40		<b>INTEREST REVENUE</b>					
41	455	INTEREST INCOME		\$ (9,000)	\$ (9,000)	\$ (9,000)	0.00%
44		INTEREST SUBTOTAL		\$ (9,000)	\$ (9,000)	\$ (9,000)	0.00%
45							
46		<b>LIBRARY REVENUE</b>					
47	465	LIBRARY REVENUE		\$ (8,000)	\$ (8,000)	\$ (8,000)	0.00%
49		LIBRARY SUBTOTAL		\$ (8,000)	\$ (8,000)	\$ (8,000)	0.00%

	A	B	C	L	M	N	O
3				2015-2016 BUDGET	2016-2017 BUDGET	2017-2018 PROPOSED BUDGET	CHANGE FROM PRIOR YR BUDGET
50							
51		<b>COURT REVENUE</b>					
52	477	COURT FEES		\$ (250)	\$ (250)	\$ (250)	0.00%
53	478	COURT FINES		\$ (250)	\$ (250)	\$ (250)	0.00%
54		COURT SUBTOTAL		\$ (500)	\$ (500)	\$ (500)	0.00%
55							
56		<b>OTHER REVENUE</b>					
57	480	BUFFALO LAKE REVENUE		\$ (80,000)	\$ (86,000)	\$ (86,000)	0.00%
60	483	CITY SALES TAX		\$ (7,000)	\$ (8,000)	\$ (9,000)	12.50%
62	486	LEOSE TRAINING REVENUE		\$ (700)	\$ (780)	\$ (700)	-10.26%
63	487	BOAT PERMIT REVENUE		\$ (500)	\$ (500)	\$ (500)	0.00%
64	488	RV STORAGE REVENUE annual payees		\$ (10,000)	\$ (10,400)	\$ (10,000)	-3.85%
65	489	MISC REVENUE		\$ (5,000)	\$ (5,000)	\$ (5,000)	0.00%
66	491	NOTE PROCEEDS - CENTENNIAL BANK		\$ -	\$ (325,000)	\$ -	-1
67	493	LUBBOCK COUNTY FIRE GRANT		\$ -	\$ -	\$ (10,000)	100.00%
68	495	CC PROCESSING FEES		\$ (500)	\$ (500)	\$ (500)	0.00%
72		GENERAL FUND TRANSFER			\$ (524,473)	\$ (104,877)	
73		OTHER SUBTOTAL		\$ (103,700)	\$ (960,653)	\$ (226,577)	-76.41%
74							
75		<b>TOTAL REVENUES</b>		<b>\$ (1,818,100)</b>	<b>\$ (2,639,053)</b>	<b>\$ (1,992,177)</b>	<b>9.57%</b>
76							
77							

	A	B	C	L	M	N	O
3				2015-2016 BUDGET	2016-2017 BUDGET	2017-2018 PROPOSED BUDGET	CHANGE FROM PRIOR YR BUDGET
78							
79							
80	<b>ACCT#</b>	<b>EXPENDITURES</b>					
81		<b>CITY COURT</b>					
82	504-4020	JUDGE CONTRACT		\$ 2,400	\$ 2,600	\$ 2,600	0.00%
83	504-4030	COURT OPERATING EXPENSE		\$ 500	\$ 500	\$ 500	0.00%
84	504-4040	COURT EDUCATION EXPENSE		\$ 1,500	\$ 2,500	\$ 2,500	0.00%
85		<b>COURT SUBTOTAL</b>		\$ 4,400	\$ 5,600	\$ 5,600	0.00%
86							
87		<b>ADMINISTRATION</b>					
88	505-5000	PAYROLL, INCLUDING BENEFITS		\$ 202,000	\$ 226,911	\$ 239,095	5.37%
91	505-5010	AUDIT		\$ 9,000	\$ 9,500	\$ 9,500	0.00%
92	505-5020	COMPUTER EXP		\$ 11,000	\$ 16,000	\$ 16,000	0.00%
93	505-5030	ELECTION EXP		\$ 3,000	\$ 3,000	\$ 3,800	26.67%
94	505-5040	XEROX EXPENSE		\$ 5,000	\$ 5,000	\$ 5,000	0.00%
95	505-5050	PITNEY BOWES EXPENSE		\$ 1,000	\$ 1,394	\$ 1,394	0.00%
96	505-5070	GENERAL LIABILITY INSURANCE		\$ 950	\$ 1,230	\$ 899	-26.95%
97	505-5071	WORKERS COMP INS		\$ 450	\$ 450	\$ 498	10.67%
98	505-5075	E&O/REAL & PERSONAL, CRIME INSURANCE		\$ 4,000	\$ 4,010	\$ 3,987	-0.57%
99	505-5080	LEGAL EXPENSE		\$ 10,000	\$ 10,000	\$ 20,000	100.00%
100	505-5081	LEGAL EXPENSE CODIFY ORD		\$ -	\$ 1,000	\$ 1,500	50.00%
101	505-5090	LOAD EXPENSE		\$ 13,500	\$ 12,500	\$ 13,818	10.54%
102	505-5100	MEETINGS-EDUCATION EXPENSE		\$ 8,000	\$ 11,000	\$ 11,000	0.00%
103	505-5101	CITY COUNCIL TML CONFERENCE		\$ 4,000	\$ 4,000	\$ 4,000	0.00%
104	505-5105	ASSOCIATION DUES EXPENSE		\$ 2,000	\$ 1,500	\$ 1,700	13.33%
105	505-5110	ADMIN OFFICE SUPPLIES		\$ 6,000	\$ 6,000	\$ 7,000	16.67%
106	505-5120	POSTAGE EXPENSE		\$ 4,000	\$ 6,000	\$ 6,000	0.00%
107	505-5130	PUBLIC RELATIONS EXPENSE		\$ 6,000	\$ 6,000	\$ 7,000	16.67%
108	505-5140	OFFICE UTILITY EXPENSE		\$ 7,000	\$ 10,500	\$ 10,500	0.00%
109	505-5150	OFFICE TELEPHONE EXPENSE		\$ 6,000	\$ 8,000	\$ 8,000	0.00%
110	505-5155	SECURITY SYSTEM			\$ 9,000	\$ 5,000	
111	505-5170	MILEAGE REIMBURSEMENT		\$ 500	\$ 500	\$ 500	0.00%
112	505-5175	CREDIT CARD FEE EXPENSE		\$ 3,000	\$ 3,000	\$ 3,100	3.33%
113		<b>ADMINISTRATION SUBTOTAL</b>		\$ 306,400	\$ 356,495	\$ 379,291	6.39%
114							

	A	B	C	L	M	N	O
3				2015-2016 BUDGET	2016-2017 BUDGET	2017-2018 PROPOSED BUDGET	CHANGE FROM PRIOR YR BUDGET
115							
116		<b>OPERATIONS</b>					
117	506-6000	PAYROLL, INCLUDING BENEFITS		\$ 95,000	\$ 97,688	\$ 102,134	4.55%
118	506-6010	DUES AND FEES EXPENSE		\$ 1,400	\$ 1,400	\$ 1,400	0.00%
119	506-6015	OPERATIONS SCHOOL EXPENSE		\$ 7,000	\$ 7,500	\$ 7,500	0.00%
120	506-6016	OPERATIONS CELL PHONE		\$ 4,000	\$ 4,000	\$ 4,200	5.00%
121	506-6020	ENGINEERING EXPENSE		\$ 5,000	\$ 5,000	\$ 5,000	0.00%
122	506-6030	BUILDING INSPECTION EXPENSE		\$ 6,000	\$ 6,900	\$ 7,000	1.45%
123	506-6040	GARBAGE CONTRACT EXPENSE		\$ 100,000	\$ 100,000	\$ 105,000	5.00%
124	506-6050	GAS AND OIL EXPENSE		\$ 12,000	\$ 12,000	\$ 12,000	0.00%
125	506-6055	MILEAGE REIMBURSEMENT		\$ 2,400	\$ 2,800	\$ 2,800	0.00%
126	506-6060	SHOP MATERIALS EXPENSE		\$ 2,000	\$ 2,000	\$ 2,000	0.00%
127	506-6080	BUILDING REPAIR EXPENSE		\$ 7,000	\$ 9,000	\$ 9,000	0.00%
128	506-6100	EQUIPMENT REPAIR EXPENSE		\$ 5,000	\$ 18,000	\$ 8,000	-55.56%
129	506-6110	SMALL TOOLS EXPENSE		\$ 500	\$ 500	\$ 500	0.00%
130	506-6120	UNIFORMS EXPENSE		\$ 5,000	\$ 5,500	\$ 6,000	9.09%
132	506-6160	EQUIPMENT PURCHASE EXPENSE		\$ 2,000	\$ 6,000	\$ 3,000	-50.00%
133	506-6170	MOSQUITO SPRAY GROUND		\$ 7,000	\$ 7,000	\$ 7,000	0.00%
136	506-6200	WORKERS COMP		\$ 5,300	\$ 5,300	\$ 6,422	21.17%
137	506-6210	AUTO& APD INSURANCE		\$ 2,000	\$ 1,500	\$ 4,002	166.80%
138	506-6220	GENERAL/E&O LIABILITY INS		\$ 2,300	\$ 2,400	\$ 1,922	-19.94%
139	506-6230	REAL/PERSONAL/MOBILE PROP INS		\$ 3,000	\$ 3,100	\$ 4,009	29.32%
140		OPERATIONS SUBTOTAL		\$ 273,900	\$ 297,588	\$ 298,888	0.44%
141							
142							
143							
144		<b>FIRE DEPARTMENT</b>					
145	507-7020	COMPUTER EXPENSE		\$ 300	\$ 300	\$ 300	0.00%
146	507-7030	DUES EXPENSE		\$ 50	\$ 75	\$ 75	0.00%
147	507-7040	EDUCATION EXPENSE		\$ 1,000	\$ 1,000	\$ 1,000	0.00%
148	507-7045	LUBBOCK COUNTY GRANT			\$ 10,000	\$ 10,000	0.00%
149	507-7050	EQUIPMENT EXPENSE		\$ 3,000	\$ 3,000	\$ 3,000	0.00%
150	507-7060	AUTO & APD INSURANCE EXPENSE		\$ 3,500	\$ 3,000	\$ 2,725	-9.17%
151	507-7061	REAL & PERSONAL PROP INSURANCE		\$ 2,200	\$ 2,300	\$ 1,956	-14.97%
153	507-7070	WORKERS COMP INSURANCE		\$ 200	\$ 200	\$ 341	70.50%
154	507-7080	MEDICAL EQUIPMENT EXPENSE		\$ 3,000	\$ 3,000	\$ 3,000	0.00%
155	507-7090	PERSONAL EQUIPMENT EXPENSE		\$ 2,000	\$ 2,500	\$ 2,500	0.00%
156	507-7100	RADIO REPAIR EXPENSE		\$ 6,000	\$ 6,000	\$ 3,000	-50.00%
157	507-7140	BUILDING UTILITIES EXPENSE		\$ 2,000	\$ 2,000	\$ 3,000	50.00%
158	507-7145	FIRE STATION BUILDING REPAIR		\$ 1,800	\$ 2,000	\$ 3,000	50.00%
159	507-7150	TELEPHONE EXPENSE		\$ 2,000	\$ 1,800	\$ 2,000	11.11%
160	507-7160	VEHICLE REPAIR EXPENSE		\$ 20,000	\$ 20,000	\$ 20,000	0.00%
162		FIRE DEPARTMENT SUBTOTAL		\$ 47,050	\$ 57,175	\$ 55,896	-2.24%



	A	B	C	L	M	N	O
3				2015-2016 BUDGET	2016-2017 BUDGET	2017-2018 PROPOSED BUDGET	CHANGE FROM PRIOR YR BUDGET
163							
164		<b>LIBRARY</b>					
165	508-8020	CONTRACT LABOR		\$ 19,795	\$ 19,795	\$ 20,389	3.00%
167	508-8030	LIBRARY EXPENSES		\$ 5,000	\$ 5,000	\$ 10,000	100.00%
169	508-8140	UTILITIES EXPENSE		\$ 1,800	\$ 1,800	\$ 1,900	5.56%
170	508-8150	TELEPHONE EXPENSE		\$ 1,000	\$ 1,000	\$ 1,064	6.40%
171	508-8160	WORKERS COMP INS		\$ 60	\$ 60	\$ 73	21.67%
172		LIBRARY SUBTOTAL		\$ 27,655	\$ 27,655	\$ 33,426	20.87%
173							
174							
175		<b>POLICE DEPARTMENT</b>					
176	509-9000	PAYROLL, INCLUDING BENEFITS		\$ 204,000	\$ 218,552	\$ 230,483	5.46%
177	509-9010	AMMUNITION		\$ 3,500	\$ 3,500	\$ 3,500	0.00%
178	509-9015	ANIMAL CONTROL		\$ 400	\$ 250	\$ 200	-20.00%
179	509-9020	DUES EXPENSE		\$ 250	\$ 500	\$ 500	0.00%
180	509-9030	EDUCATION EXPENSE		\$ 3,500	\$ 3,500	\$ 4,000	14.29%
182	509-9041	EMERGENCY MGT TRAINING			\$ 1,500	\$ 1,500	0.00%
183	509-9050	GAS -OIL EXPENSE		\$ 8,500	\$ 8,500	\$ 8,500	0.00%
184	509-9055	MILEAGE REIMBURSEMENT		\$ 500	\$ 250	\$ 100	-60.00%
185	509-9060	AUTO & APD INSURANCE EXPENSE		\$ 2,000	\$ 2,000	\$ 1,788	-10.59%
186	509-9065	LAW ENFORCEMENT LIABILITY INSURANCE		\$ 3,500	\$ 3,500	\$ 2,400	-31.43%
187	509-9066	E&O/REAL & PERSONAL PROP INS		\$ 3,500	\$ 3,500	\$ 3,596	2.75%
188	509-9067	WORKERS COMP		\$ 4,200	\$ 4,210	\$ 4,718	12.07%
189	509-9070	CELL PHONE EXPENSE		\$ 6,000	\$ 4,500	\$ 4,500	0.00%
190	509-9090	OFFICE SUPPLY EXPENSE		\$ 500	\$ 500	\$ 1,500	200.00%
191	509-9110	SMALL EQUIPMENT EXPENSE		\$ 2,500	\$ 4,000	\$ 4,000	0.00%
192	509-9130	RADIO REPAIR EXPENSE		\$ 2,000	\$ 2,000	\$ 2,500	25.00%
193	509-9150	TELEPHONE EXPENSE		\$ 1,000	\$ 1,000	\$ 3,000	200.00%
194	509-9160	VEHICLE REPAIR EXPENSE		\$ 2,000	\$ 2,000	\$ 3,000	50.00%
196	509-9175	SURVEILLANCE VIDEO CAMERAS		\$ 2,500	\$ 1,000	\$ 1,500	50.00%
197	509-9180	COMPUTER EXPENSE		\$ 3,000	\$ 3,500	\$ 3,500	0.00%
198	509-9200	UNIFORM EXPENSE		\$ 2,800	\$ 2,500	\$ 2,000	-20.00%
199	509-9210	BOAT MAINTENANCE EXPENSE		\$ 500	\$ 500	\$ 500	0.00%
201	509-9220	LAKE REPAIR & MAINT EXPENSE		\$ 500	\$ 500	\$ 500	0.00%
202	509-9221	COMMUNITY EVENTS EXPENSE		\$ -	\$ 2,000	\$ 2,500	0.00%
204		POLICE DEPARTMENT SUBTOTAL		\$ 257,150	\$ 273,762	\$ 290,286	12.89%
205							
206		<b>SEWER DEPARTMENT</b>					
207	510-1000	CHEMICALS		\$ 3,500	\$ 3,800	\$ 4,000	5.26%
208	510-1001	PAYROLL, INCLUDING BENEFITS		\$ 72,000	\$ 74,224	\$ 78,225	5.39%
209	510-1005	PERMIT INSPECTION EXPENSE		\$ 1,500	\$ 1,500	\$ 1,500	0.00%
210	510-1010	LAB EXPENSE		\$ 5,000	\$ 5,000	\$ 5,000	0.00%
211	510-1014	UTILITY EXPENSE		\$ 35,000	\$ 35,000	\$ 35,000	0.00%
212	510-1016	SEWER SLUDGE HAULING AND HANDLING		\$ 1,800	\$ 1,800	\$ 1,500	-16.67%
213	510-1020	REPAIR EXPENSE		\$ 20,000	\$ 20,000	\$ 20,000	0.00%
215	510-1100	WORKERS COMP		\$ 1,200	\$ 1,200	\$ 1,377	14.75%
216		SEWER DEPARTMENT SUBTOTAL		\$ 140,000	\$ 142,524	\$ 146,602	2.86%
217							
218							

	A	B	C	L	M	N	O
3				2015-2016 BUDGET	2016-2017 BUDGET	2017-2018 PROPOSED BUDGET	CHANGE FROM PRIOR YR BUDGET
219							
220							
221							
222		<b>ROADS AND GROUNDS DEPT</b>					
223	511-1000	PAYROLL, INCLUDING BENEFITS		\$ 64,000	\$ 66,025	\$ 69,617	5.44%
224	511-1100	STREET SWEEPING		\$ 7,000	\$ 7,000	\$ 7,000	0.00%
225	511-1101	CONTRACT ROAD REPAIR EXPENSE		\$ 2,500	\$ 2,500	\$ 2,200	-12.00%
226	511-1110	EQUIPMENT REPAIR		\$ 2,500	\$ 2,500	\$ 2,500	0.00%
227	511-1115	GROUND MAINTENANCE EXPENSE		\$ 2,000	\$ 2,000	\$ 2,000	0.00%
228	511-1120	MATERIALS & SUPPLIES EXPENSE		\$ 3,000	\$ 3,000	\$ 3,000	0.00%
229	511-1124	STREET SIGNS EXPENSE		\$ 3,000	\$ 2,000	\$ 1,500	-25.00%
230	511-1130	TREE TRIMMING EXPENSE		\$ 2,500	\$ 2,500	\$ 2,500	0.00%
231	511-1140	PARK EXPENSES		\$ 10,000	\$ 10,000	\$ 10,000	0.00%
232		ROADS & GROUNDS SUBTOTAL		\$ 96,500	\$ 97,525	\$ 100,317	2.86%
233							
234		<b>WATER DEPARTMENT</b>					
235	512-1000	PAYROLL, INCLUDING BENEFITS		\$ 56,000	\$ 58,000	\$ 61,471	5.98%
236	512-1200	WATER SYSTEM PERMIT FEES		\$ 1,500	\$ 1,500	\$ 1,500	0.00%
237	512-1205	LAB EXPENSE		\$ 1,500	\$ 2,000	\$ 1,700	-15.00%
238	512-1210	LP&L PURCHASE		\$ 320,000	\$ 320,000	\$ 331,000	3.44%
239	512-1214	UTILITIES EXPENSE		\$ 3,500	\$ 4,000	\$ 4,000	0.00%
240	512-1215	WATER METER EXPENSE		\$ 3,000	\$ 3,000	\$ 3,000	0.00%
241	512-1220	REPAIR EXPENSE		\$ 10,000	\$ 10,000	\$ 10,000	0.00%
244	512-6165	TANK INSPECTION		\$ 1,200	\$ 1,200	\$ 1,200	0.00%
245		WATER DEPARTMENT SUBTOTAL		\$ 396,700	\$ 399,700	\$ 413,871	3.55%
246							
247		<b>EMERGENCY OPERATIONS DEPARTMENT</b>					
248	514-1405	EOC DEPARTMENT EXPENSE		\$ 3,000	\$ 3,000	\$ 3,000	0.00%
250		EMERGENCY OPS SUBTOTAL		\$ 3,000	\$ 3,000	\$ 3,000	0.00%
251							
252		<b>BONDS</b>					
253	545-4500	BOND PRINCIPAL EXPENSE		\$ 90,000	\$ 90,000	\$ 90,000	0.00%
254	545-5000	BOND INTEREST EXPENSE		\$ 15,756	\$ 13,029	\$ 12,000	-7.90%
256		BONDS SUBTOTAL		\$ 105,756	\$ 103,029	\$ 102,000	-1.00%
257							
259							
260		<b>TOTAL EXPENDITURES</b>		\$ 1,658,511	\$ 1,764,053	\$ 1,829,177	3.69%
261							
262		<b>CAPITAL EXPENDITURES</b>					
264	520-4910	CONSTRUCTION SAVINGS		\$ 87,500	\$ -	\$ -	0.00%
267	520-5007	E LK SHORE DR SAVINGS PLAN		\$ 60,000	\$ -	\$ -	0.00%
268	520-5010	SEAL COAT/STREET REPAIRS		\$ 75,000	\$ -	\$ 100,000	100.00%
269	520-2027	SHREDDER				\$ 9,000	100.00%
270	520-2028	LAWN MOWER				\$ 14,000	100.00%
293	520-5009	VEHICLE - Operations		\$ 60,000	\$ 40,000	\$ 40,000	0.00%
295	520-5810	EMERGENCY USE ROAD		\$ 275,000	\$ -	\$ -	
296	520-5016	CITY HALL		\$ 650,000	\$ 650,000	\$ -	-100.00%
297	520-5015	CITY HALL DEBT PMT		\$ 135,000	\$ 135,000	\$ -	-100.00%
298	520-5017	CITY HALL REPAIRS/FURNITURE		\$ 60,000	\$ 60,000	\$ -	-100.00%

	A	B	C	L	M	N	O
3				2015-2016 BUDGET	2016-2017 BUDGET	2017-2018 PROPOSED BUDGET	CHANGE FROM PRIOR YR BUDGET
299		CAPITAL SUBTOTAL		\$ 1,402,500	\$ 885,000	\$ 163,000	-81.58%
300							
301		TOTAL BUDGET		\$ 3,061,011	\$ 2,649,053	\$ 1,992,177	-24.80%
302							

	A	B	C	L	M	N	O
3				2015-2016 BUDGET	2016-2017 BUDGET	2017-2018 PROPOSED BUDGET	CHANGE FROM PRIOR YR BUDGET
303							
304	<b>TOWN OF RANSOM CANYON - SUMMARY OF REVENUES AND EXPENSES</b>						
305							
306							
307							
308							
309		TOTAL REVENUES				\$ 1,922,177	
310		LESS OPERATING EXPENSES AND DEBT SERVICE				\$ 1,931,177	
311		NET POSITION				\$ (9,000)	
312							
313							
314							
315							
316							
317							
318							
319	<b>TOWN OF RANSOM CANYON - SUMMARY OF BANK BALANCES</b>						
320	as of 8/31/2017						
321	INTEREST & SINKING		\$ 355,074.39				
322	POLICE SEIZURE		\$ 953.84				
323	RESERVES		\$ 636,174.04				
324	CONSTRUCTION		\$ 612,873.06				
325	OPERATING		\$ 48,147.98				
326	TOTAL		\$ 1,653,223.31				



**ACTION ITEM #10:**  
**Ordinance to Adopt**  
**the Tax Rate**

**ORDINANCE NO: 17-00210**

**PERTAINING TO: 2017 TAX RATE**  
**DATE PASSED: SEPTEMBER 19, 2017**  
**DATE EFFECTIVE: OCTOBER 1, 2017**

**AN ORDINANCE LEVYING A TAX RATE FOR THE TOWN OF RANSOM CANYON FOR THE TAX YEAR 2017.**

**NOW THEREFORE BE IT ORDAINED AND ORDERED BY THE CITY COUNCIL FOR THE TOWN OF RANSOM CANYON, TEXAS:**

**SECTION 1:** We, the City Council of the Town of Ransom Canyon, Texas, do hereby levy or adopt the tax rate on \$100.00 valuation of property for this town for the tax year 2017 as follows:

\$ .538812	FOR THE PURPOSES OF MAINTENANCE AND OPERATIONS
\$ .074121	FOR THE PURPOSES OF PRINCIPAL AND INTEREST ON BONDS, CERTIFICATES OF OBLIGATION, AND LONG-TERM DEBT RETIREMENT
\$ .612933	<b>TOTAL TAX RATE</b>

The tax assessor/collector is hereby authorized to assess and collect the taxes of the Town of Ransom Canyon, Texas, employing the above tax rate.

**SECTION 2:** That the ad valorem taxes herein levied shall be payable on the 1<sup>st</sup> day of October, 2017, and may be paid up to and including the following January 31<sup>st</sup> without penalty, but if not paid, such taxes shall become delinquent on the following day, February 1<sup>st</sup>, and the following penalty shall be payable thereon: if paid during the month of February, seven percent (7%); during the month of March, nine percent (9%); during the month of April, eleven percent (11%); during the month of May, thirteen percent (13%); during the month of June, fifteen percent (15%); and on and after the 1<sup>st</sup> day of July, eighteen percent (18%). In addition to the above stated penalty and interest amounts, a 20% attorney fee will be added to the amount due on the first day of July, 2018.

**SECTION 3:** The taxes herein levied shall be a first and prior lien against the property upon which they are assessed and the first lien shall be superior and prior to all other liens, charges and encumbrances, and this lien shall attach to personal property to the same extent and with the same priorities to real estate.

**SECTION 4:** The liens provided herein shall attach as of January 1, 2018.

**SECTION 5:** Should any part of this ordinance be declared invalid, for any reason, that invalidity shall not affect the remainder of the ordinance, which remainder shall continue in full force and effect.

THE ABOVE ORDINANCE AND ORDER WAS PASSED BY THE CITY COUNCIL OF THE TOWN OF RANSOM CANYON, TEXAS ON THIS THE 19<sup>th</sup> DAY OF SEPTEMBER 2017, AND WAS EXECUTED IN DUPLICATE.

AND IT IS SO ORDERED, PASSED, AND APPROVED THIS 19<sup>th</sup> DAY OF SEPTEMBER, 2017.

TOWN OF RANSOM CANYON

---

Billy Williams, Mayor

ATTEST:

---

Elena Quintanilla, City Secretary

**ACTION ITEM #11:**  
**COBRA Continuation**  
**Coverage Agreement**

## COBRA CONTINUATION OF COVERAGE ADMINISTRATIVE AGREEMENT

---

Please execute the enclosed copy of the COBRA COC Administration Agreement.

Regarding COBRA COC Administration by TML MultiState IEBP, we ask the following:

1. Please also return the enclosed Certification of Distribution - Attachment A (AttachmentA.pdf), COBRA Continuation of Coverage Initial Notice certifying that you have distributed a copy of Attachment A to all covered employees. If you have not yet distributed Attachment A, please do so upon receipt of this letter.
2. TML MultiState IEBP has agreed to collect all required payments from COBRA Continuation of Coverage participants commencing on the effective date of the contract. If you have already received payments for month(s) after the effective date, please remit those amounts to TML MultiState IEBP so credit is applied to the COBRA Continuation of Coverage participant's record. If you receive any payments in the future, please notify TML MultiState IEBP immediately.
3. As part of the contract, you agreed to notify the Pool within one business day of a qualifying event via fax. Enclosed is a COBRA CONTINUATION OF COVERAGE QUALIFYING EVENT form for you to copy and use for the notice requirement.
4. If you have any current COBRA Continuation of Coverage participants or enrollees who are in their 60 day election period, please forward copies of all correspondence and payment records for these individuals.

If you have any questions about the transition requirements, please call us at 1-800-348-7879.

B&E Member Service Representative

Member Service Team

Sincerely, TML MultiState IEBP

This document is to certify that all current employees as of the date indicated above were given a copy of Attachment A, COBRA Continuation of Coverage Initial Notice.

**Signature**

**Title**

**Date**

9/5/2017

**Town of Ransom Canyon  
October 2017**

**WHEREAS**, the undersigned Employer is an Employer Member of the TML MultiState Intergovernmental Employee Benefits Pool (hereinafter referred to as the "Pool");

**WHEREAS**, the undersigned Employer sponsors an employee benefit plan;

**WHEREAS**, the undersigned Employer is responsible for the administration of its employee benefit plan as the Plan Administrator; and

**WHEREAS**, the undersigned Employer wants the Pool to assist the Employer in complying with the requirements of Continuation of Coverage as required by Federal law.

**NOW THEREFORE**, in consideration of the promises, mutual covenants and agreements contained herein, the undersigned Employer and the Pool agree as follows:

**1. Effective Date**

As of the first day of October, 2017, the Pool will commence COBRA Continuation of Coverage administration for the undersigned Employer for all qualifying events occurring thereafter and during the term of this agreement.

**2. Employer Duties**

1. The undersigned Employer will notify the Pool's Billing/Eligibility Representative assigned to the Employer via FAX or Telephone (with a written follow up) within one (1) business day of a qualifying event, as defined by the COBRA Continuation of Coverage statute and its amendments, or a termination for gross misconduct of a Covered Employee for which the Employer has knowledge. Examples of qualifying events include termination, lump sum or severance settlement, resignation, death, retirement if the employee does not enroll for retiree coverage when offered under the Employer's benefit plan, reduction in hours [including reduction to zero (0) hours], call to duty for military service and absence from work for an injury or illness after all earned sick leave, vacation leave and FMLA has been exhausted.
2. The undersigned Employer will distribute Attachment A, which advises each Covered Individual of their rights and responsibilities under COBRA Continuation of Coverage. The Employer will certify through a letter to the Pool that Attachment A was distributed to all Covered Individuals as of the date the Pool commenced COBRA Continuation of Coverage Administration.
3. The undersigned Employer will distribute Attachment A to all employees who become covered by the Employer's benefit plan after the date the Pool commenced COBRA Continuation of Coverage

administration and include verification of the distribution with the enrollment card when it is submitted to the Pool.

4. The undersigned Employer will notify the Pool via FAX or Telephone (with a written follow-up) within one (1) business day of gaining knowledge that a Covered Individual has legally separated, divorced or is no longer eligible for coverage, e.g., the Covered employee or dependent is voluntarily dropped from coverage.
  5. The undersigned Employer will notify the Pool at least ten (10) business days prior to any open enrollment period. The notice to the Pool will include the dates of the open enrollment.
  6. The undersigned Employer will immediately notify the Pool of any suspected claim, demand or suit arising from the administration of COBRA Continuation of Coverage.
  7. To the extent allowed by law, the undersigned Employer will indemnify and hold harmless the Pool and its officers, agents, employees and representatives from all suits, actions, losses, damages (including punitive damages), claims or liability of any type, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees, resulting from the failure of the undersigned Employer to give any notice required by this Agreement. The foregoing reimbursement obligation shall specifically include any medical claim costs incurred by the Pool because of the failure of the Employer to give any notice of an employee termination or other qualifying event. The undersigned Employer will fund this obligation out of current revenues in the year the obligation is determined or will levy a tax to fund the obligation if current revenues are insufficient.
  8. Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer no later than (a) the forty-fifth (45th) day following the termination or (b) the date a COBRA election notice is mailed to the Employee, whichever is earlier. Any determination of gross misconduct shall be based only on events prior to the termination of employment.
3. Pool Duties
1. The Pool staff will monitor changes in COBRA Continuation of Coverage and the case law which develops interpreting COBRA Continuation of Coverage.
  2. The Pool will provide election notices within fourteen (14) days of the receipt of notices of qualifying events sent by the Employer.
  3. The Pool will provide the appropriate notification letters to the employee or their dependent(s) as required by COBRA Continuation of Coverage statutes. These letters may include any or all of the following:
    1. benefit availability - initial notice, enrollment card and cost;
    2. confirmation of enrollment and payment coupons
    3. notice of termination letters:
      - Failure to reply
      - Failure to make initial payment
      - Failure to make regular payment
      - End of eligibility (no longer qualified)
      - End of eligibility period
    4. open enrollment
    5. contribution change and revised payment coupons
    6. conversion to an individual policy
    7. Medicare eligibility

8. verification of incapacitated child status
4. The Pool will provide the COBRA Continuation of Coverage participants with ID cards, a benefit booklet, and other materials as the need may arise.
5. The Pool will maintain records that all required notifications were sent and copies are available to the Employer upon request.
6. The Pool will collect the required contributions at the maximum amount allowed by law. Upon notice for the Employer under II.1., the Pool has fourteen (14) days to send the COBRA Continuation of Coverage election notice. Once the election notice is mailed the qualifying beneficiary has sixty (60) days to elect COBRA Continuation of Coverage. If the qualified beneficiary elects COBRA Continuation of Coverage the qualified beneficiary has forty-five (45) days from election to make the first payment. If partial payments are made and the payment deficiency is insignificant, Pool contacts the qualified beneficiary for full payment. The qualified beneficiary has thirty (30) days from deficiency notification to make payment. Insignificant payment deficiency is the lesser of \$50 or 10% of amount due.
7. The Pool will periodically provide the Employer, for their review, with the text of the letter and notices to be used in administering this Agreement. The Pool maintains final authority over the text of these letters and notices. The Pool reserves unto itself the right to modify the letters and notices as may be required pursuant to the COBRA Continuation of Coverage statute, any applicable case law and to promote the efficient administration of the Agreement.
8. To the extent allowed by law, the Pool will indemnify, defend, reimburse, and hold harmless the Employer and its employees from any and all liabilities, claims, demands, or suits arising from or related to the provision of COBRA Continuation of Coverage administrative services unless those liabilities, claims, demands, or suits arise out of the Employer's failure to give any notice as required in II, 1, 2, 3, 4, 5 and 6 of this Agreement. This notice is required by the agreement or by law. The Pool, upon notice by the Employer will immediately investigate, handle, respond to and defend any such claims, demands or suits at the Employer's sole expense. If the liability, claim, demand or suit is based on negligence this contract of indemnity shall apply and the negligence of the Employer and the Pool will be on a percentage basis as in a pure comparative negligence situation under the law.
9. The Pool's responsibilities under this contract are for COBRA Continuation of Coverage that the Employer is required to provide under Federal law, and does not have any responsibility for other benefits such as group life insurance or disability.

4. Notice

Any notice to be given under this Agreement, other than those in II, 1, 2, 3, 4 and 5 of this Agreement, shall be deemed given and received on the first to occur of the following: (a) actual receipt by the party to be notified; or (b) five days after deposit of such notice in the US Mail system if sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party to be notified at the address of such party set forth below or as designated from time to time in writing by giving not less than ten days in advance notice to the other party. The initial addresses for the Pool and Employer shall be as follows:

Address of Pool

Address of Employer



Executive Director	Town of Ransom Canyon
TML MultiState Intergovernmental Employee Benefits Pool	24 Lee Kitchens Drive
Texas Municipal Center	Ransom Canyon, TX 79366-2299
1821 Rutherford Lane, Suite 300	
Austin, Texas 78754-5151	

#### 5. Compensation

1. The Employer will pay the Pool a one-time \$50.00 set up fee and a \$0.50 Per Participant Per Month fee for each participating participant per month that enrolls in COBRA Continuation of Coverage.
2. Other special services which may be requested by the Employer but are not contained in this Agreement will be billed at a mutually agreeable hourly rate.

#### 6. Miscellaneous Provisions

1. This Agreement represents the complete understanding of the parties and may not be modified or amended without the written agreement of both parties.
2. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in Austin, Travis County, Texas.
3. The parties agree that venue for any dispute arising out of the performance under their Agreement shall be in Austin, Travis County, Texas.
4. In performing the administrative services under this Agreement, the Pool may rely without qualification on the information provided by the Employer.
5. The Pool agrees to take over the remaining COBRA Continuation of Coverage administration for any of the Employer's current COBRA Continuation of Coverage participants, without Employer compensation, so long as the Employer furnishes the information necessary to effectuate the transfer.
6. This Agreement is entire as to all of the performance to be rendered under it. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision of this Agreement shall be void and of no force and effect.
7. It is understood that the Pool will charge the COBRA Continuation of Coverage participant the administration fee allowed by the COBRA Continuation of Coverage statute.

#### 7. Termination

1. Term of this initial Agreement shall be from its effective date through 09/30/2018, at 12:00 a.m. The Employer may annually renew the Agreement for the subsequent twelve (12) month period by executing and returning the Pool's reate notice and benefit selection for each year.
2. Either party may terminate this Agreement at anytime by giving the other party written notice at least thirty (30) days prior to the specified date.
3. This Agreement terminates, without further notice, on the date the undersigned Employer is no longer an Employer of the Pool.
4. All records in possession of the Pool relating to COBRA Continuation of Coverage administration at termination of the Agreement will be transferred to the Employer within forty-five (45) business days.
5. Should this Agreement terminate for any reason it does not relieve either party of their duties nor obligations during the period when this Agreement was in full force and effect.

This Agreement is entered into for the Employer under authorization of **Town of Ransom Canyon**, at a duly called meeting held on

mm/dd/yyyy

(enter "N/A" if no meeting was held)

**Signature**

by:

**Authorized Official Title**

**Employer/Group Name**

Town of Ransom Canyon

**Today's Date**

9/5/2017

This Agreement Entered Into and Accepted By:

TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL

By: \_\_\_\_\_ (Executive Director) at Austin, Texas on

\_\_\_\_\_

**SUBMIT**

**ACTION ITEM #12:**  
**Flexible Spending**  
**Account Agreement**

# FLEXIBLE SPENDING ARRANGEMENT (FSA) ACCOUNT - QE GRACE PERIOD

Town of Ransom Canyon

Benefit Service Specialist: Jamie Baack

Helpful Resources	Contact Information	Accessible Hours
TML MultiState Intergovernmental Employee Benefits Pool (IEBP)	1821 Rutherford Lane, Suite 300   Austin, Texas 78754 PO Box 149190   Austin, Texas 78714-9190	
Customer Care Helpline:	(800) 282-5385	8:30 AM - 5:00 PM Central
Provider Benefit Information Portal: Provider information can be found under the Provider Services menu. Member specific information such as Eligibility, Claims, Summary of Benefits and Coverage, Provider Coding Guidelines, Medication Therapy Management Guide, Member Rights and Responsibilities, Provider/Member Appeal Rights and IEBP Quality Improvement Plan information is also available.	Visit <a href="http://www.iebp.org">www.iebp.org</a>   to register, click on the "Sign Up" link under the provider section   to login, click on the "Login" button at the top right hand side of the screen	
Secured Customer Care E-mail: Medical	Visit <a href="http://www.iebp.org">www.iebp.org</a>   click on the "Login" button   click on "Online Customer Care" under the "My Tools" menu   click on "Send a Secure Email"	8:30 AM - 5:00 PM Central
Secured Customer Care E-mail: Dental	<a href="mailto:dental-mail@iebp.org">dental-mail@iebp.org</a> ( <a href="mailto:dental-mail@iebp.org">mailto:dental-mail@iebp.org</a> )	
TML MultiState IEBP Internet Website:	<a href="http://www.iebp.org">www.iebp.org</a> ( <a href="http://www.iebp.org">http://www.iebp.org</a> )	Twenty-four (24) hrs
MyIEBP Mobile Access:	iPhone—App Store, Droid—Google Play, All other Phones— <a href="http://www.iebp.org">www.iebp.org</a>	Twenty-four (24) hrs
Medical Authorizations:	(800) 847-1213	8:30 AM - 5:00 PM Central
Professional Health Coaches:	(888) 818-2822	8:30 AM - 6:00 PM Central or Scheduled Appt.
Translation Line:	(800) 385-9952   <a href="mailto:translation_ccemail@iebp.org">translation_ccemail@iebp.org</a> ( <a href="mailto:translation_ccemail@iebp.org">mailto:translation_ccemail@iebp.org</a> )	
Where to Mail Paper Medical Claims:	TML MultiState IEBP PO Box 149190   Austin, Texas 78714-9190	
After Hours and/or Weekend Medical and Mental Healthcare Emergencies:	Call 911 or immediately go to the emergency department.	

## Service Agreement for Plan Administrator

This SERVICE AGREEMENT between the

(Plan Sponsor) and TML MultiState Intergovernmental Employee Benefits Pool, (Plan Administrator) will be effective on **10/01/2017**.

**WITNESSETH:**

**Section I**

**The Plan**

1. The Plan Sponsor has adopted an Employee Flexible Benefits Plan under Section 125 of the Internal Revenue Code. This Plan is offered to all eligible employees who are qualified by employment status.
2. The Plan Participants are the employees enrolled in the Plan.
3. All contributions to the Plan shall be deposited in the name of the Plan with a Bank designated by the Plan Administrator subject to approval of the Plan Sponsor if requested by the Plan Sponsor.
4. The Plan Sponsor agrees that a healthcare expense reimbursement arrangement is a health plan under Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Plan Sponsor agrees that it is the Plan Sponsor's, and not the Plan Administrator's, responsibility to ensure that its healthcare expense reimbursement arrangement plan, if any, is compliant with all relevant sections of HIPAA Title II or any other law.

**Section II**

**The Plan Administrator**

1. The Plan Administrator shall provide consulting services, and shall assist the Plan Sponsor in the administration of the Flexible Benefits Plan.
2. The Plan Administrator shall have the full responsibility for maintaining accounts for each eligible person electing to participate in the Plan. The Plan Administrator shall arrange for eligible claims payments from funds deposited by the Plan Sponsor as directed by their participating employees. The claims payments shall be made by the Plan Administrator by issuing a check or draft to the participant upon the Plan Bank Account, if such account is provided for this purpose, in an amount equal to the qualified charges from the submitted claim. The claims submitted by the Plan Participants shall be paid within ten days of receipt by the Plan Administrator.
3. To the extent that information is available to the Plan Administrator, the Plan Administrator shall assist the Plan Sponsor in the preparation of any report, tax return or similar papers required by state or the Federal Government pertaining to the operation or management of the Flexible Benefits Plan; however, the ultimate responsibility for filing any governmental document shall be with the Plan Sponsor.
4. The Plan Administrator shall render periodic reports to each participant, which shall include the following:
  - a. Receipts of the Participant's Plan Contributions;
  - b. Disbursement of Plan Contributions through claims payments; and
  - c. Statements of (a) and (b) above shall automatically be provided each Participant following the submission and payment of a qualified claim.
5. The Plan Administrator shall prepare a Plan Document for the Flexible Benefits Plan sponsored by the Plan Sponsor. The Plan Sponsor shall assume the responsibility of obtaining legal review of the Plan Document.
6. Unless otherwise provided, the Plan Administrator is authorized to do all the things necessary or convenient to carry out the terms and purposes of the Plan.

### Section III

#### Procedure for Making and Payment of Claims for Benefits from the Fund

1. Any covered person may make application for benefits from the Plan as provided by the Plan upon the form or forms provided by the Plan Administrator. The applicant shall fully and truthfully complete such application for benefits and the applicant shall supply all such pertinent information including copies of paid receipts, as may be required under the Section 125 rules and specified by the Plan Administrator.
2. The Plan Administrator shall accept copies of any application for benefits made in the appropriate manner shall duly investigate and verify the statements made on the application and determine benefit eligibility. If the facts as stated in such application entitle the covered person to receive payment of benefits from the Plan, the Plan Administrator shall forthwith arrange for the proper payment.
3. Claim filings shall be mailed/faxed to the person or department designated by the Plan Administrator. If appropriate, claims could be submitted through the debit card transaction. Claims checks are processed each week. During the last month, eligible claims of any amount shall be processed by the Plan Administrator.
4. All Plan benefits processed by the Plan Administrator shall be mailed to the qualified Plan Participant within ten (10) days of approval.  
If the Plan Administrator finds that the Plan Participant is not entitled to a claim payment under the Plan, the claim application shall be denied, all or in part, and returned to the Plan Participant with the Plan Administrator's reason for denial. The Plan Participant may appeal a denial by the Plan Administrator to the Plan Sponsor. The Plan Sponsor's determination is final and conclusive upon the covered person.
5. The Plan Administrator shall not be liable for any failure or refusal to pay or honor any application for benefits made pursuant to this Agreement; and to the extent allowed by law, the Plan Administrator must be indemnified by the Plan Sponsor for any liability related to its duties herein, and shall be reimbursed by the Plan Sponsor for any expense, loss, damage, or legal fees incurred by the Plan Administrator in defending any claims or demands made against the Plan Sponsor, the Plan Administrator or the Plan. This paragraph will not apply for any loss due to the gross negligence or willful misconduct of the Plan Administrator.

### Section IV

#### Costs of Administrator

1. The Plan Administrator shall be entitled to a fee or fees for its service to the Plan and, under this Agreement, the fee shall be paid in the form of an advance start-up costs, a pass through of printing or printing preparation costs and monthly service fee.

Item	Cost
Setup Fee	\$50.00/Group
Monthly Service Fee <sup>(2)</sup>	\$3.70/Participant Debit   \$5.00/Participant Paper
Special Reports <sup>(3)</sup>	As agreed upon
Grace Period/Carryover Transition Fee	No additional charge

1. One time set up fee for each group that enrolls in the Section 125 Flexible Spending Plan.
2. Monthly Service Fee includes:
  - a. processing contribution;
  - b. processing claims (review and verification);
  - c. paying claims (direct mail to employee);
  - d. paying dependent premium (if applicable);
  - e. employee fund balance statement with each reimbursement; and
  - f. statement of fund balances and projected year-end balance at close of Plan Year fourth quarter.

The flexible spending arrangement (FSA) participants have up to an additional two and a half (2½) months to spend money leftover in the FSAs at year's end on qualified health and dependent care expenses, pursuant to IRS Notice 2005-42. Expenses for qualified benefits incurred during the grace period may be paid or reimbursed from benefits or contributions remaining unused at the end of the immediately preceding plan year. Upon exhaustion of that benefit monies can be accessed from current year contributions. The period must not extend beyond the fifteenth (15th) day of the third calendar month after the end of the immediately preceding plan year to which it relates. The plan cannot permit cash-out or conversion of unused benefits or contributions, during the grace period, to any other taxable or nontaxable benefit. (Fourteen (14) months and fifteen (15) days before the amounts are forfeited under the "use it or lose it" authorization in Notice 2005-42 for the current cafeteria plan). If the employee at any time becomes covered under a qualified high deductible health plan ("HDHP"), as prescribed by Section 223 of the Internal Revenue Code) with an accompanying health savings account ("HSA") then the FSA will automatically convert from a general purpose FSA to a post-deductible FSA for any amounts incurred when the HDHP is in effect. This means that expenditure for non-preventive medical costs will not be paid until the deductible for the HDHP has been met, and then only to the extent that those costs exceed the deductible.

3. Normal Reports to the Plan Sponsor, at no additional cost are:
  - a. initial enrollment verification;
  - b. quarterly fund balance;
  - c. projected year-end fund balance at the close of the Plan Year fourth quarter; and
  - d. two and a half (2½) month grace period will be included in fund balance, plus interest earned if any.

## Section V

### The Plan Sponsor

1. As of the effective date of this Agreement, the Plan Sponsor shall provide the Plan Administrator with a complete list of all employees who are eligible for benefits under the Plan. The Plan Sponsor shall arrange for enrollment meetings and, with the Plan Administrator's assistance, complete Plan enrollment.
2. The Plan Sponsor shall collect funds in accordance with authorized payroll reductions or deductions and shall remit these monies to the Plan Administrator on a monthly (or pay period) basis.
3. The Plan Sponsor shall forward the appropriate service fees to the Plan Administrator on the first of each calendar month or in conjunction with the monthly plan fund collections.
4. The Plan Sponsor shall assist in the enrollment of eligible employees in the Plan, notify the Plan Administrator of any change of eligibility, cooperate with the Plan Administrator with regard to proper claim

settlement, transmit to the Plan Administrator proper claim settlement and transmit to the Plan Administrator all inquiries pertaining to the Plan.

5. The Plan Sponsor shall be responsible for filing any documents required by the Internal Revenue Service.
6. The Plan Sponsor limits contributions to the Plan to \$ 2600.00 (Unreimbursed Healthcare

Spending maximum \$2,600) per employee (January 2017 and thereafter), unless otherwise specified below the signature line on this agreement.

## Section VI

### Termination of the Agreement

1. This Agreement may be terminated by the Plan Sponsor or the Plan Administrator by written notice of intention to terminate given to the other party, to be effective as of an annual plan anniversary date. Said written notice shall be given not less than thirty (30) days prior to such termination. The thirtieth (30th) day shall coincide with the last day of a calendar month. The Plan Administrator may also terminate this agreement following the termination of any medical, dental, or vision coverage provided by the Plan Administrator to the Plan Sponsor, to be effective upon ten (10) days written notice sent to the Plan Sponsor, effective on the date specified in the notice. All obligations of the Plan Administrator related to the relevant rights of the covered Participant to payments of benefits from the Plan will be terminated and extinguished on the effective date of termination given in the notice whether or not the claim for such benefits arose prior to or following the termination of this Agreement. Absent a written notice of termination this agreement will annually renew on the effective date set forth at inception. In no case shall termination by the Plan Administrator relieve the Plan Sponsor of its obligation to maintain the Plan.

## Section VII

### Qualifications

1. To qualify the Plan Sponsor must have on file a current Interlocal Agreement with the TML MultiState Intergovernmental Employee Benefits Pool. The Plan Sponsor must have ten (10) percent of the eligible employees participate in the Plan. Should these qualifications not be met, or maintained, the Plan Administrator may terminate this agreement pursuant to Section VI.

## Section VIII

### Miscellaneous Provisions

1. In the event of resignation or inability to serve as the Plan Administrator, the Plan Sponsor may appoint a successor.
2. If during the operation of the Plan, the United States Government, the government of any state or any instrumentality or either shall assess any tax against the Plan and the Plan Administrator is required to pay such tax, the Plan Administrator shall report the payment to the Plan Sponsor who will reimburse the Plan Administrator for such tax or assessment.
3. The Plan Administrator shall incur no liability to the Plan Sponsor or to an employee or dependent of the Plan Sponsor for any act or failure to act not directly connected with processing and payment of claims as



provided in this Agreement, except where the liability is proximately caused solely by the gross negligence or willful misconduct of the Plan Administrator. To the extent allowed by law, the Plan Sponsor shall hold the Plan Administrator harmless from and indemnify it against any and all liability, claims, damages (including punitive or consequential damages), costs, expenses, or fees (legal or otherwise) incurred or paid in connection therewith which might be asserted by the Plan, the Plan Sponsor's employees or other persons for which the Plan Administrator would not be liable to the Plan Sponsor as set forth above.

4. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine.
5. This Agreement may be amended by the Plan Sponsor and the Plan Administrator at any time by mutual written consent of said parties.
6. The Plan Sponsor hereby is designated the agent for service of legal process on behalf of the Plan, in its principal office.

IN WITNESS THEREOF, the Plan Sponsor and the Plan Administrator have executed this Agreement this

1st day of January, 2016.

<b>Town of Ransom Canyon</b>	<b>TML MultiState Intergovernmental Employee Benefits Pool</b>
By: <input style="width: 90%;" type="text"/>	By: Susan L. Smith
Title: <input style="width: 90%;" type="text"/>	Title: Executive Director
Address: 24 Lee Kitchens Drive, Ransom Canyon, TX 79366-2299	

Healthcare Limitation amounts are limited to \$ 2600.00.

(standard maximum \$2,600 (January 2017 and thereafter) or amount established by Employer)

The Section 125 Flex Plan Year is 10/01/2017 to 09/30/2018.

**SUBMIT**

# **ACTION ITEM #13:**

## **Librarian Services Agreement**

## INDEPENDENT CONTRACTOR AGREEMENT

This agreement is entered into this the 1st day of October 2017, by and between Ransom Canyon ("City"), Principal, and Angelia R. Fikes ("Contractor"), Independent Contractor.

### RECITALS

WHEREAS, Principal is an incorporated City in the State of Texas; and

WHEREAS, Principal desires to contract with Contractor for the purpose of having a person with experience and knowledge to manage and operate the City's public library.

NOW THEREFORE in consideration for the exchange of the mutual promises and covenants contained herein, the parties agree as follows:

City hereby appoints Contractor to perform the services as set forth herein.

#### Contractor Duties and Obligations

1. The Librarian will be required to maintain a log of all hours worked.
2. The Librarian will be required to maintain the library hours of Tuesday and Thursday 2:30 pm – 6:00 pm and Saturday 10:00 am – 1:00 pm.
3. The Librarian will inform the City Administrator when she will be on vacation and unable to open the Library.
4. The Librarian will be required to attend all city council meetings to report on the library.
5. The Librarian will be required to perform normal librarian duties including cataloging library materials and purchasing.
6. The Librarian will be required to plan and execute the following annual library events: Easter egg hunt, Earth Day, Halloween Party, Christmas card fundraiser, Christmas gathering, and the Summer Reading Program.
7. The Librarian will be required to maintain any and all duties that are required of a librarian.

#### Compensation

The full amount to be paid to Contractor will be \$20,389 divided into 24-payments of \$849.54 each. If the agreement is cancelled, then payment will be made until the 30<sup>th</sup> day after termination notice.

#### Term

This agreement shall go from October 1, 2017 until September 30, 2018 and continue in effect until terminated by either party with 30-days written notice to the other.

#### Assignment

This agreement cannot be assigned.

#### Choice of Law

All disputes concerning the validity, interpretation, or performance of this agreement and any of its terms or provisions, or any of its rights or obligations or the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Texas. Contractor expressly submits to the jurisdiction and venue of the state courts in Lubbock County, Texas with respect to any litigation arising under this agreement.

#### Attorney's Fees

If any arbitration or other legal action is initiated by either of the parties hereto, the prevailing party shall be entitled to recover from the other party reasonable and necessary attorney's fees in addition to any other relief that may be awarded.

#### Notices

All written notices permitted or required to be delivered by the provisions of this agreement shall (unless otherwise provided) be placed in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid and addressed to the following addresses:

TO THE PRINCIPAL:           City of Ransom Canyon  
                                  24 Lee Kitchens Drive  
                                  Ransom Canyon, Texas 79366

TO THE CONTRACTOR:       Angelia Fikes  
                                  18 Highland Drive  
                                  Ransom Canyon, Texas 79366

Or such address as the parties may from time to time designate in writing.

#### Waiver and Delay

No waiver by either party of any breach or series of breaches or defaults in performances of either party, and no failure, refusal or neglect of either party to exercise any right, power, or option given to it hereunder or to insist upon strict compliance with performance of either party's obligations under this agreement, shall constitute a waiver of the provisions of this agreement with respect to any subsequent breach thereof or a waiver by either party of its right at any time hereafter to require exact and strict compliance with the provisions hereof.

#### Entire Agreement

This Agreement contains all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements, oral or otherwise, shall be deemed to exist or to bind either of the parties hereto, and all prior agreements and understandings are superseded hereby. This contract cannot be modified or changed except by written instruments signed by all parties hereto.

Severability

In the event that any part, article, paragraph, sentence, addendum, or clause of this agreement shall be indefinite, invalid, or otherwise unenforceable, the indefinite, invalid, or unenforceable provision shall be deemed deleted and the remaining part of the agreement shall continue in full force and effect. If any tribunal or court of competent jurisdiction deems any provision hereof unenforceable, such provision shall be modified only to the extent necessary to render it enforceable and this agreement shall be valid and enforceable and the parties hereto agree to be bound by and perform same as thus modified.

RANSOM CANYON, Principal

ANGELIA R. FIKES, Contractor

By: \_\_\_\_\_  
Billy Williams, Mayor

By: \_\_\_\_\_  
Angelia Fikes

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

# **ACTION ITEM #14:**

## **Auditor Letter**

Member  
Texas Society  
Certified Public Accountants

RECEIVED  
AUG 23 2017

**DAVID L HETTLER PC**  
CERTIFIED PUBLIC ACCOUNTANT  
4216 102<sup>ND</sup> STREET  
LUBBOCK, TEXAS 79423  
FAX (806)686-1003  
(806)780-7700

Member  
American Institute  
Certified Public Accountants

August 17, 2017

To Honorable Mayor and Members of the City Council

We are pleased to confirm our understanding of the services we are to provide the Town of Ransom Canyon, Texas for the year ended September 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Ransom Canyon, Texas as of and for the year ended September 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Ransom Canyon's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Ransom Canyon's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles that will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. TMRS – Schedule of Funding Progress

#### **Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the first paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town of Ransom Canyon's financial statements. Our report will be addressed to Honorable Mayor and Members of the City Council of Town of Ransom Canyon. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

#### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violation of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitation of an audit, combined with the inherent limitations of internal controls, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Ransom Canyon's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Other Services**

We will also prepare the financial statements of the Town of Ransom Canyon in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during



the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of David L. Hettler, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to various government agencies, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of David L. Hettler, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. The aforementioned parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on approximately October 15, 2017 and to issue our report no later than December 15, 2017. David Hettler is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report production, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will range from \$9,400 to \$9,950. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Town of Ransom Canyon, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in black ink that reads "David L. Hettler PC". The signature is written in a cursive, flowing style.

David L. Hettler, PC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Ransom Canyon, Texas.

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

Title: \_\_\_\_\_

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

---

**ACTION ITEM #15:**  
**Resolution to Hire**  
**Attorney**

TOWN OF RANSOM CANYON

RESOLUTION NO. 091917

**DESIGNATION OF CITY ATTORNEY**

A RESOLUTION OF THE TOWN OF RANSOM CANYON, TEXAS, CONFIRMING THE ENGAGEMENT OF THE BOJORQUEZ LAW FIRM, P.C., TO PROVIDE LEGAL SERVICES ON THE CITY'S BEHALF AND APPOINTING ALAN BOJORQUEZ TO SERVE AS CITY ATTORNEY

**WHEREAS,** the City Council of the Town of Ransom Canyon ("City Council") seeks to retain a qualified law firm to advise the Town and advocate on the Town's behalf; and

**WHEREAS,** the City Administrator engaged the Bojorquez Law Firm, P.C., on July 13, 2017, following resignation by the prior City Attorney; and

**WHEREAS,** Alan Bojorquez, Attorney at Law, has ably and diligently provided legal guidance to the Town while serving as *Interim City Attorney*; and

**WHEREAS,** the City Council finds that the Alan Bojorquez and the Bojorquez Law Firm are experienced in Municipal Law, and the appropriate team to represent the Town.

**NOW, THEREFORE, BE IT RESOLVED** by the Town of Ransom Canyon City Council:

1. The City Council hereby confirms the engagement of the Bojorquez Law Firm, P.C.
2. The City Council hereby appoints Alan Bojorquez to serve as *City Attorney*.

**RESOLVED** on this, the 19th day of September, 2017.

**TOWN OF RANSOM CANYON:**

---

Billy Williams, Mayor

**ATTEST:**

---

Elena Quintanilla, City Administrator

Resume for

# Alan Bojorquez

## Attorney at Law



### Education:

Texas Tech University (Doctor of Jurisprudence '96,  
Master of Public Administration '96, Bachelor of  
Arts English / Political Science '90)

### Abilities:

- Serve as City Attorney and Special Counsel
- Manage state-wide law firm of 15 attorneys
- Conduct Training at national and local seminars
- Provide Expert Witness testimony

### Experience:

- Manager, Bojorquez Law Firm, PC ('02-present)
- Associate, Bickerstaff, Heath, *et al.* ('99-'02)
- Assistant General Counsel, Texas Municipal League ('97-'99)
- Staff Attorney, Texas General Land Office - Environmental Law Section ('96-'97)
- Law Clerk, City of Garland ('95)
- Law Clerk / Intern, City of Lubbock ('93-'95)

### Professional Memberships:

- International Municipal Lawyers Association (State Chair- Texas)
- Scenic Texas (Board Member)
- Texas Center for Municipal Ethics (President)
- Texas City Attorneys Association (Board Member)

### Publications:

- *Texas Municipal Law & Procedure Manual*, Texas Municipal Clerks Association (6<sup>th</sup> Ed)
- *The Stars at Night: Local Regulation of Outdoor Lighting*, Texas Tech Admin. Law Journal ('15)
- *Religious Displays in City Hall*, Texas Town & City magazine (September '14)
- *Open Government & the Net: Bringing Social Media into the Light*, Texas Tech Admin. Law Journal ('09)
- *U.S. Supreme Court Validates Moratoriums*, Texas City Attorney Association Newsletter ('02)
- *Sand Dollars: The Need for Coastal Erosion Prevention & Response in Texas*, State Bar of Texas Environmental Law Journal (Winter '99)

### Presentations:

- *Fostering Integrity at City Hall*, TML Region 12 Seminar ('17)
- *Open Government: A Municipal Guide to Open Meetings & Open Records*, CapCOG ('16)
- *Integrity at City Hall: Ethics & Codes of Conduct*, New Mexico Municipal Attorney Association ('16)
- *Open Carry of Firearms: A Tale of Two Cities*, Advanced Government Law Conference, SBOT ('16)
- *Negotiation of Development Agreements*, UT Land Use Conference ('16)
- *Municipal Regulation of Outdoor Lighting*, International Municipal Lawyers Association ('15)
- *Legal Impacts of Social Media on Public Sector Organizations*, Certified Public Manager Program - Texas State University ('15)
- *City Officials Workshop*, Rio Grande COG ('15)
- *Board of Adjustment DOs & DON'Ts*, American Planning Association, Texas Conference ('14)

### Honors:

- *Distinguished Public Administrator Award*, by the CenTex Chapter of the American Society for Public Administration ('17)
- *William P. Hobby Distinguished Lecture*, Texas Certified Public Manager Conference ('17)
- *Local Government Attorney in Private Practice Award* (Marvin J. Glink Award), by the International Municipal Lawyers Association ('16)
- *Merit Certification in Municipal Law*, by the Texas City Attorney Association ('09)
- *College of the State Bar of Texas* ('11-'17)
- *Outstanding Alumnus*, by Master of Public Administration Program, Texas Tech University ('05)
- Adjunct Professor of Political Science, Texas State University-San Marcos ('99-'03)

**BOJORQUEZ**  
**LAW FIRM, PC**  
[TexasMunicipalLawyers.com](http://TexasMunicipalLawyers.com)

12325 Hymeadow Drive  
Suite 2-100  
Austin, Texas 78750

**BOJORQUEZ**  
**LAW FIRM, PC**

Phone: (512) 250-0411  
Fax: (512) 250-0749  
TexasMunicipalLawyers.com

***A City Attorney's Rules to Live By***

*"Hitting the Trifecta" in City Management:*

*Elected Officials, Administration, and City Staff Working Together*  
TML Annual Conference ★ Houston, Texas ★ October 2, 2014

- (1) We are just lawyers. We are not engineers, policemen, campaign strategists or publicists. We weren't elected or appointed to make policy decisions.
- (2) We are dedicated to lawful procedures and processes, not political outcomes.
- (3) We do not dictate decisions to our clients. We provide options, advise regarding PROs and CONs, then advocate our clients' choices.
- (4) We do not play favorites. We advise the city as an organization, as a whole (in its entirety). We refuse to allow ourselves to be strictly aligned with one faction or another. The answer doesn't change depending on who's asking the question.
- (5) We do not shoot from the hip. While off-the-cuff answers are sometimes okay in the short-term, we owe it to our clients to conduct research and verify our answers so that our certainty provides our clients with confidence in the long-term.
- (6) The importance of the actions our clients perform require that we remain on the cutting-edge of the ever-developing field of Municipal Law.
- (7) The City Attorney's Office should not be the place where good ideas go to die. Respond to clients in a timely manner.
- (8) Speak in plain English. During the course of providing legal representation we educate our clients on the law. There's no room for legalese.
- (9) Act professionally. Citizens, applicants, defendants and co-workers deserve respect.
- (10) While we certainly enjoy being friendly with our colleagues at city hall, we must retain our objectivity in performing our duties.
- (11) City council meetings (and public forums, generally) are not our opportunities to dazzle our adoring fans by showcasing our brilliance. The spotlight is for the elected officials. Most of our work is performed quietly behind the scenes.
- (12) We are part of a team of dedicated public servants. Our role is vital, as a support function, but is not dominant. We are here to serve.

*by: Alan Bojorquez*

12325 Hymeadow Drive  
Suite 2-100  
Austin, Texas 78750

# BOJORQUEZ LAW FIRM, PC

Phone: (512) 250-0411  
Fax: (512) 250-0749  
TexasMunicipalLawyers.com

## Qualifications to Serve as City Attorney

- ★ Firm has been dedicated to exclusively serving Municipalities for 14 years.
- ★ Based in Austin with lawyers also officing in DFW, El Paso, Tyler and Waco.
- ★ We have 14 lawyers, including 3 who served on staff for TML.
- ★ Our lawyers have served in house (i.e., as employees) in the role of City Attorney or Assistant City Attorney for 19 cities.
- ★ We have represented over 100 municipalities (large and small, urban and rural).
- ★ We have served both Home-Rule and General-Law cities.
- ★ Our firm is empowering. We help our clients achieve their goals.
- ★ Our lawyers do not play politics. We don't pick sides at City Hall. We are objective and neutral because our client is the municipality, as a whole.
- ★ We only do work that is requested or authorized by the client.
- ★ We are prompt and timely.
- ★ Our firm uses a team approach so that our clients always have access to a capable attorney who is familiar with the city.
- ★ As a group we are leaders in our profession, playing leadership roles with the Texas City Attorneys Association, International Municipal Lawyers Association, Government Lawyers Section of the State Bar, and the Texas Coalition of Cities for Utility Issues.
- ★ We can be a stabilizing influence at city hall because we are experienced, confident, and dedicated to helping our clients take care of their towns.



Alan J. Bojorquez, Founder

July 10, 2017

**ACTION ITEM #16:**  
**Memorandum with**  
**Lubbock County for**  
**9-1-1 Tower**



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LUBBOCK COUNTY TEXAS  
AND  
THE CITY OF RANSOM CANYON  
REGARDING A 9-1-1 TOWER SITE

This Memorandum of Understanding (MOU) is made and entered into on October 1, 2017, by and between Lubbock County (the "County"), a body corporate and politic under the laws of the State of Texas and The City of Ransom Canyon (the "City"), a body corporate and politic under the laws of the State of Texas. Under the authority of the Texas Government Code Chapter 791.

**Article 1. Background and Purpose of MOU**

The County has committed to a significant upgrade to the City's 9-1-1- Radio System (the "911 System"). A consultant has been retained by the County to assist with the design of this new system additions to the City of Lubbock's Radio System.

A researched study has concluded that significant efficiencies for the citizens of Lubbock County could be achieved by adding additional sites and equipment at locations throughout the County to the 9-1-1 radio system utilized by law enforcement and other first responder type agencies throughout Lubbock County.

The County will be responsible for purchasing the equipment at the designated additional sites to the 911 system.

The purpose of this MOU is to establish the relationship between the County and the City of Ransom Canyon regarding the addition of a 911 tower site located within the City of Ransom Canyon.

**Article 2. Objective**

The parties intend to set forth the terms upon which the County and City of Ransom Canyon will handle issues related to the proposed tower site located within the City of Ransom Canyon. In particular, this MOU provides the terms of the agreement include financial considerations, system access, location of equipment, system management, and organizational commitments.

**Article 3. Duration of the Agreement**

The term of this MOU is fifteen (15) years and it shall automatically renew and continue thereafter for one (1) year periods unless the terminating party provides the other party with ninety (90) days' prior written notice of the intent not to renew. The initial term reflects the

proposed 911 system equipment life expectancy and the borrowing/amortization schedule for the new system equipment.

Annual meetings of the parties will be scheduled, unless the parties mutually agree to cancel such meeting. It is assumed that the parties will have regular discussions on issues as they arise as is the current practice.

The MOU may also be terminated by either party, without cause, if the terminating Party gives written notice within thirty (30) days of its intended date of termination.

#### **Article 4. Tower Site Access by The County of Lubbock**

The County of Lubbock shall have full access, 24 hours per day, 7 days a week, all 365 days of the year to the 911 tower site located within the City of Ransom Canyon. The tower site shall be maintained by the City of Ransom Canyon, all costs related to maintenance of the equipment will be borne by the County of Lubbock.

#### **Article 5. Responsibilities of Parties**

##### **5.1 City of Ransom Canyon Responsibilities**

The City of Ransom Canyon agrees to provide sufficient, quality space for the new radio system equipment to be located within the City of Ransom Canyon. The proposed site is the Ransom Canyon Water Tower. City of Ransom Canyon responsibilities include the provision of:

- A secure, environmentally controlled location with sufficient space for the County's equipment that is to be stored on The City of Ransom Canyon property if such building exists.
- Adequate space on the building structure for the required antennas/microwave dishes.
- Reasonable access to the 911 system is on City of Ransom Canyon property to include parking for County staff and designated maintenance personnel 24x7x365 days.
- Removal and disposal of the existing old equipment currently located in the (INSERT NAME) after the new system is installed and functional.
- The City of Ransom Canyon shall keep the tower site and equipment property in good condition and free from encumbrances or conditions which would interfere with the functionality and/or performance of the equipment and tower and/or which would interfere with access to the tower and equipment by Lubbock County personnel or by other contractors needing access to the equipment and/or tower site.

## **5.2 Lubbock County Responsibilities**

The County will be responsible for identifying and purchasing all 911 system equipment and inventory for The City of Ransom Canyon site location. The responsibilities of the County include:

Design, specification and acquisition of necessary radio system equipment to be located in/on City of Ransom Canyon facilities.

- If a secure, environmentally controlled location with sufficient space for the County's equipment that is to be stored on The City of Ransom Canyon property does not exist then the County will be responsible for the construction of said property.
- The County of Lubbock will supply sufficient conduit from the proposed equipment room to the roof top where antennas/microwave dishes will be located.
- Adequate commercially provided power supply lines etc if needed.
- Adequate emergency power (generator(s)) and all associated costs of said generators.
- Notifications to be provided to the City for maintenance and testing of the backup generator(s) by the County.

## **5.3 Radio Expansion Requirements**

Should the County need to position an additional system at City of Ransom Canyon site, The City and the County will develop a mechanism to plan expansion requirements and agree as to placement and maintenance requirements.

## **Article 6. Tower Site System Management**

The City of Ransom Canyon and The County agree that the 911 system is owned, maintained and managed by the County of Lubbock. The following considerations provide guidance for both parties:

The County will expeditiously act on City of Ransom Canyon modifications so long as they comply with the terms of this Agreement and do not cause undue delays or significant impediments to the County.

Both The City of Ransom Canyon and the County will name primary/secondary points of contact for all respective management decisions/interactions to the benefit of both parties. Neither party will be require to interact with departments/areas outside of these points of contact.

Both parties agree not to implement any operational procedures that would have a material adverse impact on the operation of the equipment and tower located at the tower site.

**Article 7. Equipment Management/Ownership**

It is understood that the County is committed to the designing, procuring and implementing the 911 system. The assets acquired for the 911 System, will be solely owned by the County notwithstanding their physical location throughout the County, including on City of Ransom Canyon property. Likewise, the property and building where the tower site and associated equipment is located is the sole property of The City of Ransom Canyon. Unless specifically negotiated otherwise, the two entities will continue to maintain and own each of their assets.

~~The City agrees not to add or introduce any equipment to the tower site that would adversely impact the 911 tower site, 911 system, or the equipment located on the tower site location.~~  
~~The City agrees not to add or introduce any equipment to the tower site that would adversely impact the 911 tower site, 911 system, or the equipment located on the tower site location.~~

**Article 8. Notice**

In the event either Party must be notified by the other, all correspondence should be addressed and directed to the following:

The City of Ransom Canyon:

The County of Lubbock:

The Office of the City Secretary

The Office of the County Sheriff

24 Lee Kitchens Drive

811 Main St.

Ransom Canyon, Texas 79366

Lubbock, TX 79401

**Article 9. General**

This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Any action arising out of this MOU shall be brought in the courts with jurisdiction in Lubbock County, Texas.

Under Tex. Gov't Code §791.011(d), all expenses for the performance of the terms of the MOU shall come from current revenues available to the City of Ransom Canyon and the County of Lubbock.

This MOU and the terms and conditions contained herein constitute all of the agreements between the parties hereto with respect to the subject matter contained herein. Any modifications of this MOU shall not be effective unless they be in writing and executed by both parties.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RANSOM CANYON AND COUNTY OF LUBBOCK REGARDING 9-1-1 SYSTEM – PAGE 4

This MOU and the terms and conditions contained herein do not and shall not be interpreted as waiving immunity granted to either Party under State law and all applicable laws.

No delay or failure to enforce any provision of this MOU shall constitute a waiver of limitation of a party's right to enforce its rights hereunder.

Neither party may assign this MOU without the prior written consent of the other party.

Memorandum of Understanding, intending to be legally bound, as of the date listed above.

FOR THE CITY OF RANSOM  
CANYON AGENCY:

FOR THE LUBBOCK COUNTY  
SHERIFF'S OFFICE:

Billy Williams~~John Doe~~, Mayor

City of Ransom Canyon,  
Texas

ATTEST:

Kelly Rowe

Sheriff

Lubbock County, Texas

Elena Quintanilla, City Secretary

FOR THE COUNTY OF LUBBOCK:

APPROVED AS TO FORM:

Thomas V. Head

County Judge

Alan Bojorquez, Interim City Attorney

---

**ACTION ITEM #17:**  
**City Council Guidelines**  
**and Procedures**

---

CITY OF RANSOM CANYON

RESOLUTION NO. 0919170

**GUIDELINES & PROCEDURES FOR CITY COUNCIL MEETING**

A RESOLUTION OF THE CITY OF RANSOM CANYON,  
TEXAS, ESTABLISHING GUIDELINES AND PROCEDURES  
FOR CONDUCTING CITY COUNCIL MEETINGS

**WHEREAS,** the City Council of the City of Ransom Canyon ("City Council") seeks to adopt procedural rules for how city council meetings are to be conducted; and

**WHEREAS,** the City Council is mandated to determine the rules of its proceedings under Tex. Loc. Gov't Code § 22.041(c); and

**WHEREAS,** Texas law recognizes the authority of a city council to regulate public comment and citizen participation in meetings in order to provide for the efficient and effective operation of meetings; and

**WHEREAS,** the City Council finds that the following rules are reasonable and prudent.

**NOW, THEREFORE, BE IT RESOLVED by the City of Ransom Canyon City Council:**

1. The City Council hereby adopts the attached Guidelines and Procedures.
2. The City Council hereby repeals any conflicting rules.

**RESOLVED on this, the 19th day of September, 2017.**

**CITY OF RANSOM CANYON:**

\_\_\_\_\_  
Billy Williams, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena Quintanilla, City Administrator



**Town of Ransom Canyon****Guidelines & Procedures for City Council Meeting**

1. **Agenda Items- Routine:** Routine items may be placed on a City Council agenda by the City Administrator as needed and without City Council approval. Routine items are defined ~~as items~~ those that are conducted annually or on a regular basis such as contracts ~~with the auditor, city engineer, city attorney or property tax resolutions~~, budgetary items, election items, or other agenda items that must be approved to conduct city business.
2. **Agenda Items- Non-Routine:** Non-routine items are to be placed on the City Council agenda with the approval of two City Council members, or the Mayor and a City Council member.
3. **Invocation:** The Mayor will open the meeting with silent meditation and/or prayer.
4. **Calling for Vote:** On action items, once a motion is made, and the motion is seconded, the Mayor will call for a vote.
5. **Roll Call Vote:** There will be a roll call vote where the Mayor calls upon each City Council Member for their vote. Each City Council member will vote ~~as an~~ "aye" for yes, "nay" for no, or "abstain."
6. **Lack of Second:** If a motion is not seconded, the motion will fail for lack of support.
7. **Abstention:** If a City Council member abstains from a vote, the abstention counts as a ~~no~~ ~~vote~~ or neutral vote.
8. **Tabling:** If a City Council member "tables" an agenda item, they will have to "remove it off the table" in that same meeting and take a vote on that issue.
9. **Postponement:** If a City Council member "postpones" an agenda item, they may "postpone" the item for the next meeting, a future date, or indefinitely. If the item is "postponed" indefinitely, then the agenda item will die without further action.
10. **Community Interest:** Items of community interest such as civic announcements may be made by City Council members during the citizen comment process.
11. **Citizen Comment:** During the citizen comment period, the citizen must be acknowledged by the Mayor before speaking. Citizen comments ~~by the public~~ will be limited and timed ~~for five (5) minutes each~~. They Time may be extended with aby majority vote of the City Council.
12. **Decorum:** During debate, City Council members shall be respectful toward one another and limit their time of debate to a reasonable length. No person may purposefully disrupt a public meeting.



## **Town of Ransom Canyon**

### **Guidelines & Procedures for City Council Meeting**

- 1) Routine items may be placed on a City Council agenda as needed and without City Council approval. Routine items are defined as items that are conducted annually or on a regular basis such as contracts with the auditor, city engineer, city attorney or property tax resolutions, budgetary items, election items, or other agenda items that must be approved to conduct city business.
- 2) Non-routine items are to be placed on the City Council agenda with the approval of two City Council members or the Mayor and a City Council member.
- 3) The Mayor will open the meeting with silent meditation and/or prayer.
- 4) On action items, once a motion is made, and the motion is seconded, the Mayor will call for a vote.
- 5) There will be a roll call vote where the Mayor calls upon each City Council Member for their vote. Each City Council member will vote as an "aye" for yes, "nay" for no, or "abstain."
- 6) If a motion is not seconded, the motion will fail for lack of support.
- 7) If a City Council member abstains from a vote, the abstention counts as a "no vote" or neutral vote.
- 8) If a City Council member "tables" an agenda item, they will have to "remove it off the table" in that same meeting and take a vote on that issue.
- 9) If a City Council member "postpones" an agenda item, they may "postpone" the item for the next meeting, a future date, or indefinitely. If the item is "postponed" indefinitely, then the agenda item will die.
- 10) Items of community interest such as announcements may be made by City Council members during the citizen comment process.
- 11) During the citizen comment period, the citizen must be acknowledged by the Mayor. Citizen comments by the public will be limited and timed for five minutes. They may be extended with a majority vote of the City Council.
- 12) During debate, City Council members shall be respectful toward one another and limit their time of debate to a reasonable length.



## Town of Ransom Canyon

### Guidelines & Procedures for City Council Meetings

#### Recommendations

After Item 2) Insert: **The Mayor is the Chief Executive Officer of the City and will preside over the meeting of the governing body.** (Government Code Sec. 22.042 and Sec. 22.037)

Also Insert: **In the absence of the Mayor, the Mayor Pro Tem assumes the duties of the Mayor including presiding over the meetings of the governing body. When assuming the duties of Mayor, the Mayor Pro Tem does not lose the power to vote, even when presiding over the meetings.**

NOTE: In some cases, the presiding officer does not vote as a matter of custom. (Government Code Sec. 22.037)

Also Insert: **If the Mayor and the Mayor Pro Tem are absent, any alderman may be appointed to preside at the meeting.** (Government Code Sec. 22.037)

Change 4) On action items, once a motion is made, and the motion is seconded, **the Mayor will ask for public comment, council comment**, then the Mayor will call for a vote.

After Item 7) Insert: **The Mayor may vote only if there is a tie.** (Government Code # 22.037)

LOCAL GOVERNMENT CODE TITLE 2. ORGANIZATION OF MUNICIPAL  
GOVERNMENT SUBTITLE B. MUNICIPAL FORM OF GOVERNMENT CHAPTER  
22. ALDERMANIC FORM OF GOVERNMENT IN TYPE A GENERAL-LAW  
MUNICIPALITY

#### SUBCHAPTER A. GENERAL PROVISIONS

Sec. 22.037. MAYOR AS PRESIDING OFFICER; PRESIDENT PRO TEMPORE. (a) The mayor shall preside at all meetings of the governing body of the municipality and, except in elections, may vote only if there is a tie.

(b) At each new governing body's first meeting or as soon as practicable, the governing body shall elect one alderman to serve as president pro tempore for a term of one year.

(c) If the mayor fails, is unable, or refuses to act, the president pro tempore shall perform the mayor's duties and is entitled to receive the fees and compensation prescribed

for the mayor.

(d) If the mayor and the president pro tempore are absent, any alderman may be appointed to preside at the meeting. Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 22.042. POWERS AND DUTIES OF MAYOR. (a) The mayor is the chief executive officer of the municipality. The mayor shall at all times actively ensure that the laws and ordinances of the municipality are properly carried out. The mayor shall perform the duties and exercise the powers prescribed by the governing body of the municipality.

(b) The mayor shall inspect the conduct of each subordinate municipal officer and shall cause any negligence, carelessness, or other violation of duty to be prosecuted and punished.

(c) The mayor shall give to the governing body any information, and shall recommend to the governing body any measure, that relates to improving the finances, police, health, security, cleanliness, comfort, ornament, or good government of the municipality.