

**DINNER WILL BE SERVED FOR THE CITY COUNCIL AT 5:30 PM
DURING BUDGET WORK SESSION #2,
REGULAR MEETING WILL BE CALLED TO ORDER AT 6:30 PM**

**NOTICE OF REGULAR MEETING
TOWN OF RANSOM CANYON
CITY COUNCIL AGENDA
TUESDAY, AUGUST 14, 2018**

Jana Trew, Mayor Pro-Tem
Ingram Rich, Alderman
Terry Waldren, Alderman

Brandt Underwood, Alderman
Mike Greer, Alderman
Elena Quintanilla, City Administrator

Notice is hereby given that the special meeting for the governing body of the Town of Ransom Canyon is called for 5:30 P.M. on Tuesday, August 14, 2018 for budget work session #2. The regularly scheduled City Council meeting will begin at 6:30 P.M. and will be held at the Ransom Canyon City Hall, 24 Lee Kitchens Drive, Ransom Canyon, Texas. At this time the following subjects will be examined:

1. BUDGET WORK SESSION #2
2. ADJOURN
3. CALL TO ORDER/PRAYER/PLEDGES AT 6:30 PM
4. ACTION ITEM: APPROVE MINUTES OF:
 - a. Regular Meeting, July 10, 2018
 - b. Special Meeting, July 17, 2018
5. ACTION ITEM: APPROVE FINANCIALS
 - a. Financial Reports
 - b. July 2018 Claims & Demands
 - c. Financial Investment Report
6. ACTION ITEM: CONSIDER AND ACT UPON an engagement letter with David L. Hettler, to conduct audit services for fiscal year 2018-2019, and authorizing the City Administrator to execute said letter.
7. ACTION ITEM: CONSIDER AND ACT UPON CHANGES TO Chapter 3 Building Regulations, specifically Article 3.05 Substandard Buildings, in the Code of Ordinances for the Town of Ransom Canyon.
8. ACTION ITEM: CONSIDER AND ACT UPON an agreement with CDM Holdings LLC to conduct new chip-seal coat services for the Town of Ransom Canyon in the amount of \$71,734.50.

9. ACTION ITEM: TAX ASSESSOR/COLLECTOR'S REPORT – Consider a Proposed Tax Rate

❖ 2018 Certified Net Taxable Value:	\$140,938,973 (2017 \$136,631,067)
❖ Certification of Collection Rate:	100%
❖ 2018 Effective Tax Rate:	.602556
❖ 2018 Rollback Tax Rate:	.645311
❖ 2017 Tax Rate:	.612933
❖ 2018 Tax Rate:	.612933

If the proposed tax rate exceeds either the 2018 effective or rollback rates (whichever is lower), take record vote and schedule public hearings. If the proposed tax rate does not exceed either the 2018 effective tax rate or the 2018 rollback tax rate, cancel all public hearings.

10. BUILDING REVIEW COMMITTEE REPORT: The Building Review Committee did not meet in July.

A. DEPARTMENT REPORTS:

- a. Administration: Elena Quintanilla
 - City Administrator Schedule of Events
 - Commend Police Department on Investigation of Burglary
 - Update on the Capital Improvement Advisory Committee (CIAC)
 - Aerial Mosquito Spraying Update
 - Rene Bates Auction
 - Texas Municipal League (TML) Quarterly Meeting on September 6, 2018
 - TML Conference for Elected Officials on October 9-12, 2018
 - Change in City Council Dates for September and October
- b. Court: Judge Gary Bellair
 - Report on Pending Municipal Court Cases
 - Report on New Municipal Court Cases
- c. Operations: Harold Needham
 - Ground Mosquito Spraying
 - Lead and Copper Sampling
 - Backflow Testing
 - Texas Commission on Environmental Quality Audit Update
 - Consumer Confidence Report on Water Quality
 - Water Leak on South Lakeshore
- d. Police: James Hill
 - Report of Citations and Warnings
 - Criminal Activity- Burglary Safety
 - Summer Movie Night
 - Sex Offender Ordinance Dialogue

- e. Fire: Rand McPherson
 - EMS Calls
 - Fire Calls
 - Burn Ban
- f. Library: Angie Fikes
 - Reorganization and Clean-Up of the Library
 - Summer Reading Program Party

11. PROPERTY OWNERS ASSOCIATION (POA) REPORT AND CITIZEN COMMENTS – In accordance with law, no Council *discussion or action* is to be taken until such matter is placed on the Agenda. Citizens shall be allowed to speak on any matter other than personnel matters, matters under litigation or matters concerning the purchase, exchange, lease or value of real property

12. ADJOURN

Executive Session Disclosure Statement: The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices and 551.087 (Economic Development).

If any accommodations for a disability are required please notify the City Secretary's office at 806-829-2470 at least two (2) working days prior to the date of the meeting. The building has handicap parking areas and is wheelchair accessible at the front entrance to the building.

All items listed on this agenda are eligible for both discussion and action unless expressly limited.

CERTIFICATION

DATED THIS THE 10th DAY OF August, 2018

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of Ransom Canyon, Texas is a true and correct copy of said notice that has been posted in the display case at the City Hall of Ransom Canyon, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on or before August 10, 2018 by 4:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of such meeting.

Elena Quintanilla, City Secretary

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the front doors of City Hall on _____ day of _____, 2018.

Elena Quintanilla, City Secretary

AGENDA ITEM #4:
APPROVAL OF
MINUTES

Regular Meeting on
July 10, 2018

Special Meeting on
July 17, 2018

Ransom Canyon City Council Meeting Minutes
Regular Meeting – July 10, 2018
Ransom Canyon City Hall, 24 Lee Kitchens Drive

1. Call to Order/Prayer
The meeting was called to order at 6:30 p.m. by Mayor Pro Tem Jana Trew. Council members present were Brandt Underwood, Dr. Terry Waldren, and Ingram Rich. Councilman Mike Greer was absent. Ingram Rich said the prayer for the meeting.
2. Minutes of Meeting
The minutes of the Regular Meeting on June 12, 2018, were approved on a motion by Councilman Brandt Underwood, seconded by Councilman Dr. Terry Waldren; motion carried unanimously.
3. The Financials
The financial reports and the June 2018 claims and demands were approved on a motion made by Councilman Dr. Terry Waldren, seconded by Councilman Brandt Underwood; motion carried unanimously.
4. Public Participation Opportunity
There was an opportunity for the public to comment or ask questions regarding the Consumer Confidence Water Quality Report for 2017. Harold provided a brief summary regarding the report. There was only one comment by Ron Cox inquiring about the chemicals in the water.
5. Authorization of a Water Line Easement
The City Council reviewed documents authorizing a water line easement for the Town of Ransom Canyon at 102 S. Lakeshore Drive, property of Harry and Leslie Slife, which was approved on a motion by Councilman Dr. Terry Waldren, seconded by Councilman Brandt Underwood; motion carried unanimously.
6. TML MultiState Intergovernmental Employee Benefit Pool Rerate
A motion to approve the TML MultiState Intergovernmental Employee Benefit Pool Rerate was made by Councilman Brandt Underwood, seconded by Councilman Ingram Rich; motion carried unanimously.
7. Building Review Committee
The Building Review Committee did not meet in the month of June, 2018.
8. Department Reports
Administration: Elena Quintanilla reported the following:

- ❖ She discussed her schedule of events for the week. She reminded the City Council that she would be attending the West Texas City Manager's Association Meeting in Idalou, Texas on Friday, and also reminded the Council that she would be on vacation on July 23 -27.
- ❖ She provided an update of the Capital Improvement Advisory Committee and their recent activities. They have completed their task and will be updating the City Council regarding their recommendations at the first City Council budget workshop.
- ❖ She reminded Council members that the first budget workshop will take place July 17, 2018 at 6:30 p.m.
- ❖ There was an update regarding aerial mosquito spraying.
- ❖ The Rene Bates Auction began on July 5, 2018 and will end on July 19, 2018. Bids for the Vermeer wood chipper and rotary cutter are at \$500 and \$50, respectively. There are no bids on the fire truck or HVAC system currently.

Court Report: Judge Bellair reported the following:

- ❖ There were four citations issued of which the majority were for speeding.

Operations: Harold Needham reported the following:

- ❖ The Operations staff was busy beautifying the Canyon for the July 4th Festivities
- ❖ The Operations Department will continue to spray for mosquitos as needed. The City of Lubbock has sprayed one time and the Operations Department has sprayed one time in the last month.
- ❖ The Operations Department is conducting lead and copper sampling. This testing is conducted every three years, and we will conduct our testing this summer.
- ❖ The Operations Department addressed two of their violations issued by the Texas Commission on Environmental Quality during a recent audit.

Police: James Hill reported the following:

- ❖ Police issued four warnings and four citations.
- ❖ The Police Chief followed up on forty-four weed notices. Of the forty-four weed notices, only three of the families had not addressed their notice violations.
- ❖ The Department was busy policing the Canyon over the Holiday.
- ❖ The Summer Movie Night is scheduled for 8:30 next Friday, and the movie will be another Pixar movie entitled *Coco*.

Fire: Rand McPherson reported the following:

- ❖ There were five EMS calls and four fire calls this month.
- ❖ The Department experienced a large turnout for the hot dog and hamburger event on July 3, 2018 and the food ran out quickly. The Cabela's fishing tournament was a success. There was a large turnout for the Fourth of July luncheon.

Library: Angie Fikes reported the following:

- ❖ The Summer Reading Program began on June 16, 2018. As part of the program, the youth have enjoyed active and fun activities such as an event with water slides. There are several teens that are active in the program this year.

9. Property Owner's Association (POA) Report and Citizen Comments:

There was no report by the POA. Resound asked for comments and feedback regarding their internet service. A citizen commented that they like their service and asked how they could enhance their speed if needed in the future. Resound can provide up to 1000 GPM if needed. Currently, Buffalo Lakes, Lamesa, Andrews, Pecos, and Slaton recently obtained services from Resound.

11. Adjourn

Mayor Pro Tem Jana Trew adjourned the meeting at 7:12 p.m. on a motion made by Councilman Brandt Underwood, seconded by Councilman Dr. Terry Waldren; motion carried unanimously.

These minutes were approved on the 14th day of August 2018.

APPROVED:

Jana Trew, Mayor Pro Tem

ATTEST:

Elena Quintanilla, City Secretary

Ransom Canyon City Council Meeting Minutes
Special Meeting – July 17, 2018
Ransom Canyon City Hall, 24 Lee Kitchens Drive

1. Call to Order/Pledges/Prayer

The meeting was called to order at 6:35 p.m. by Mayor Pro Tem Jana Trew. Council members present were Brandt Underwood, Dr. Terry Waldren, Mike Greer and Ingram Rich. The pledges to the United States and the State of Texas were recited, followed by a prayer by Councilman Ingram Rich.

2. Budget Work Session #1

Elena introduced the following Capital Improvement Advisory Committee members that were present: Judge Penny Golightly, Allen Butler, and Jim Bertram, Chair of the Committee. Jim Bertram reviewed the process of the capital improvement program, the staff's role, and how the committee arrived at their recommendations. Brian Stephens and Leonard Nail, engineers of Parkhill Smith, and Cooper, provided an overview of the wastewater treatment plant options, the rehabilitation of the water tower and storage tanks, and the recommendations for the back hill. Chief Rand McPherson provided an overview of his request for a new fire pumper truck.

The City Council did not make a formal decision on the capital improvement projects since no action was necessary at this meeting. The City Council will review whether they add the rehabilitation of the water towers to this current budget.

Elena provided the overview of this year's budget. The 2018-2019 budget proposes the following:

- The budget increased \$7.00 since last year. Overall, a 0% change.
- Increase of 3% for all employees as a cost of living adjustment. Currently, the inflationary rate is at 2%, and the additional 1% is to reward the employees for performance and also to assist in covering additional healthcare costs.
- Employees will be impacted with this year's healthcare costs. Overall, the copay for a doctor's visit will increase from \$25 to \$35, and the deductible for a surgery or procedure will increase from \$750 to \$900.
- Police added another ½ time person into their department so that they now have a full-time equivalent. This additional increase also requires full-time benefits.
- Operations will add a full-time employee with full benefits to support their team, and will also propose to keep one position open for summer assistance.
- Seal Coat is the largest expenditure this year at \$83,000.

- The City will absorb the mosquito spraying fee and not charge residents.
- City Administrator requests that any fund balance remaining at the end of the year be set aside this year to pay the first bond payment that may come up in the future to fund infrastructure.

3. Adjournment

The meeting adjourned at 9:35 on a motion by Councilman Ingram Rich, seconded by Dr. Terry Waldren. Motion carried unanimously.

These minutes were approved on the 14th day of August 2018.

APPROVED:

Jana Trew, Mayor Pro Tem

ATTEST:

Elena Quintanilla, City Secretary

AGENDA ITEM #5:

APPROVAL OF

FINANCIAL REPORTS

Claims and Demands

For July 2018

and

Financial Investment

Report

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2019

01 -GENERAL FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
UTILITY REVENUE	910,000.00	103,821.73	791,729.97	118,270.03	87.00
BUILDING PERMIT REVENUE	10,300.00	175.00	8,909.95	1,390.05	86.50
FRANCHISE REVENUE	23,700.00	1,453.20	28,210.48 (	4,510.48)	119.03
AD VALOREM TAX REVENUE	804,100.00	795.39	840,315.92 (	36,215.92)	104.50
INTEREST REVENUE	9,000.00	2,735.64	22,207.11 (	13,207.11)	246.75
LIBRARY REVENUE	8,000.00	0.00	6,085.00	1,915.00	76.06
COURT REVENUE	500.00	0.00	111.00	389.00	22.20
OTHER REVENUE	111,200.00	27,697.90	126,192.26 (	14,992.26)	113.48
BUDGETED SURPLUS	115,377.00	162.23	11,134.96	104,242.04	9.65
TOTAL REVENUES	1,992,177.00	136,851.15	1,834,896.65	157,290.35	92.11
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EXPENDITURE SUMMARY

CITY COURT	5,600.00	725.00	3,946.52	1,653.48	70.47
ADMINISTRATION	379,291.00	33,377.99	309,864.00	69,427.00	81.70
OPERATIONS	298,889.00	25,656.71	226,191.96	72,697.04	75.69
FIRE DEPARTMENT	55,897.00	4,048.38	50,651.59	5,245.41	90.62
LIBRARY	33,426.00	2,800.69	24,826.16	8,599.84	74.27
POLICE DEPARTMENT	290,285.00	20,954.09	218,349.78	71,935.22	75.22
SEWER DEPARTMENT	146,601.00	10,895.51	119,783.15	27,617.65	81.02
ROADS AND GROUNDS DEPT	100,317.00	8,314.18	71,960.92	28,356.08	71.73
WATER DEPARTMENT	413,871.00	50,696.26	309,019.63	104,851.37	74.67
PAYROLL DEPARTMENT	0.00	0.00	0.00	0.00	0.00
EMERGENCY OPS CENTER	3,000.00	91.80	1,260.76	1,739.24	42.03
CAPITAL EXPENDITURES	163,000.00	0.00	81,983.50	81,016.50	50.30
BONDS	102,000.00	0.00	100,302.00	1,698.00	98.34
TOTAL EXPENDITURES	1,992,177.00	157,590.63	1,517,139.97	475,037.03	75.15
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	20,739.48)	317,756.68 (	317,756.68)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2016

01 -GENERAL FUND

REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>UTILITY REVENUE</u>					
401 WATER REVENUE	595,000.00	77,673.34	524,556.00	70,444.00	88.16
402 SEWER REVENUE	145,000.00	12,438.33	123,795.00	21,205.00	85.35
403 GARBAGE REVENUE	145,000.00	12,505.00	124,677.51	20,322.49	85.98
404 PENALTY REVENUE	4,000.00	409.06	5,162.70 (	1,162.70)	129.07
405 MOSQUITO SPRAY GROUND	17,000.00	0.00	5,932.09	11,067.91	34.99
406 MOSQUITO SPRAY AIR	0.00	0.00	0.00	0.00	0.00
407 GAS LIGHTS REVENUE	0.00	0.00	0.00	0.00	0.00
408 TURN ON REVENUE	1,000.00	150.00	1,500.00 (	500.00)	150.00
409 RV REVENUE MONTHLY PAYEES	<u>3,000.00</u>	<u>656.00</u>	<u>6,106.67 (</u>	<u>3,106.67)</u>	<u>203.56</u>
TOTAL UTILITY REVENUE	910,000.00	103,831.73	791,729.97	118,270.03	87.00
<u>BUILDING PERMIT REVENUE</u>					
410 BUILDING PERMIT REVENUE	8,700.00	175.00	5,709.95	2,990.05	65.63
411 TAP CONNECTION REVENUE	<u>1,600.00</u>	<u>0.00</u>	<u>3,200.00 (</u>	<u>1,600.00)</u>	<u>200.00</u>
TOTAL BUILDING PERMIT REVENUE	10,300.00	175.00	8,909.95	1,390.05	86.50
<u>FRANCHISE REVENUE</u>					
420 ATMOS FRANCHISE REVENUE	7,500.00	1,453.20	10,393.94 (	2,893.94)	139.59
421 SPEC FRANCHISE REVENUE	15,000.00	0.00	9,732.85	5,267.15	64.89
422 SOUTH PLAINS TEL FRANCHISE REV	1,000.00	0.00	3,410.50 (	2,410.50)	341.05
423 SBC FRANCHISE REVENUE	100.00	0.00	44.55	55.45	44.55
424 MISC FRANCHISE REVENUE	<u>100.00</u>	<u>0.00</u>	<u>4,625.64 (</u>	<u>4,528.64)</u>	<u>4,628.64</u>
TOTAL FRANCHISE REVENUE	23,700.00	1,453.20	28,210.49 (	4,510.48)	119.03
<u>AD VALOREM TAX REVENUE</u>					
443 DELINQUENT TAX REVENUE	1,000.00	177.48 (	1,066.59)	2,066.59	106.66
444 CURRENT TAX REVENUE	900,000.00	594.90	839,066.11 (	38,066.11)	104.76
445 TAX P&I REVENUE	3,000.00	0.01	3,106.18 (	106.18)	103.54
446 TAX CERTIFICATE REVENUE	100.00	33.00	210.22 (	110.22)	210.22
447 MISC TAX REVENUE	0.00	0.00	0.00	0.00	0.00
448 TAX COLLECTION REVENUE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL AD VALOREM TAX REVENUE	904,100.00	795.39	840,315.92 (	38,215.92)	104.50
<u>INTEREST REVENUE</u>					
155 INTEREST INCOME	9,000.00	2,735.64	22,207.11 (	13,207.11)	246.75
156 I&S INTEREST EARNED	0.00	0.00	0.00	0.00	0.00
157 CONSTRUCTION INTEREST	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL INTEREST REVENUE	9,000.00	2,735.64	22,207.11 (	13,207.11)	246.75
<u>LIBRARY REVENUE</u>					
55 LIBRARY REVENUE	8,000.00	0.00	6,085.00	1,915.00	76.06
56 CH FOUNDATION GRANT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL LIBRARY REVENUE	8,000.00	0.00	6,085.00	1,915.00	76.06

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2019

01 -GENERAL FUND

REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>COURT REVENUE</u>					
476 SEIZURE INCOME	0.00	0.00	0.00	0.00	0.00
477 COURT FEES	250.00	0.00	74.60	175.40	29.84
478 COURT FINES	250.00	0.00	36.40	213.60	14.56
479 COURT TRUST	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL COURT REVENUE	500.00	0.00	111.00	289.00	22.20
<u>OTHER REVENUE</u>					
450 BUFFALO LAKE REVENUE	86,000.00	9,314.31	84,243.64	1,756.36	97.96
481 POA REVENUE	0.00	0.00	0.00	0.00	0.00
482 RANCH HOUSE DONATIONS	0.00	0.00	0.00	0.00	0.00
483 CITY SALES TAX REVENUE	9,000.00	1,091.74	9,184.97 (	184.97)	102.06
484 COPS FAST GRANT	0.00	0.00	0.00	0.00	0.00
485 SCHOLARSHIP DONATION REVENUE	0.00	0.00	0.00	0.00	0.00
486 LEOSE TRAINING REVENUE	700.00	20.00	20.00	680.00	2.86
487 BOAT PERMIT REVENUE	500.00	495.00	585.00 (	85.00)	117.00
488 RV STORAGE REVENUE ANNUAL PAY	10,000.00	0.00	9,188.07	811.93	91.88
489 MISC REVENUE	<u>5,000.00</u>	<u>16,786.85</u>	<u>22,970.58 (</u>	<u>17,970.58)</u>	<u>459.41</u>
TOTAL OTHER REVENUE	111,200.00	27,637.90	126,192.26 (	14,932.26)	113.48
<u>BUDGETED SURPLUS</u>					
490 OPERATING GEN FUND TRANSF	104,877.00	0.00	0.00	104,877.00	0.00
491 NOTE PROCEEDS - CITIZENS BANK	0.00	0.00	0.00	0.00	0.00
493 LUBBOCK COUNTY FIRE GRANT	10,000.00	0.00	10,300.00 (	300.00)	103.00
495 CC PROCESSING FEES	500.00	162.29	834.96 (	334.96)	166.99
496 JAG GRANT	0.00	0.00	0.00	0.00	0.00
497 BULLET PROOF VESTS GRANT	0.00	0.00	0.00	0.00	0.00
498 SECO GRANT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL BUDGETED SURPLUS	115,377.00	162.29	11,134.96	104,242.04	9.65
<u>TOTAL REVENUES</u>					
	1,992,177.00	136,851.15	1,934,896.65	157,280.35	92.11
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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2018

01 -GENERAL FUND

CITY COURT

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
504-4020 JUDGE CONTRACT	2,600.00	650.00	2,600.00	0.00	100.00
504-4030 COURT OPERATING EXPENSE	500.00	0.00	154.79	345.22	30.96
504-4040 COURT EDUCATION EXPENSE	2,500.00	75.00	1,191.74	1,308.26	47.67
TOTAL CITY COURT	5,600.00	725.00	3,946.52	1,653.48	70.47

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2018

01 -GENERAL FUND

ADMINISTRATION

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
505-5000 PAYROLL	239,095.00	19,741.15	199,578.15	39,516.95	83.47
505-5005 PAYROLL SERVICE	0.00	0.00	0.00	0.00	0.00
505-5006 FUEL ALLOWANCE	0.00	0.00	0.00	0.00	0.00
505-5010 AUDIT EXPENSE	9,500.00	0.00	10,291.00 (	791.00)	108.33
505-5020 COMPUTER EXP	16,000.00	214.00	14,642.55	1,357.14	91.52
505-5030 ELECTION EXP	3,800.00	994.32	1,179.32	2,620.69	31.03
505-5040 XEROX EXPENSE	5,000.00	546.13	4,734.99	265.01	94.70
505-5050 PITNEY BOWES EXPENSE	1,394.00	0.00	522.36	871.64	37.47
505-5070 GENERAL LIABILITY INSURANCE	899.00	0.00	885.45	13.54	98.49
505-5071 WORKERS COMP INSURANCE	498.00	0.00	498.00	0.00	100.00
505-5075 E&O/REAL & PERSONAL, CRIME IN	3,987.00	0.00	3,912.43	74.57	98.13
505-5080 LEGAL EXPENSE	20,000.00	482.50	10,795.36	9,204.64	53.98
505-5081 LEGAL EXPENSE CODIFY CITY ORD	1,500.00	0.00	375.00	1,125.00	25.00
505-5090 LCAD EXPENSE	13,818.00	3,379.00	12,730.53	1,087.47	92.13
505-5100 MEETINGS-EDUCATION EXPENSE	11,000.00	849.10	6,702.37	4,297.63	60.93
505-5101 TML CONFERENCE CITY COUNCIL	4,000.00	0.00	3,359.94	640.06	84.00
505-5105 ASSOCIATION DUES EXPENSE	1,700.00	0.00	1,243.43	456.57	73.14
505-5110 ADMIN OFFICE SUPPLIES	7,000.00	1,969.77	6,543.58	456.42	93.48
505-5120 POSTAGE EXPENSE	6,000.00	1,649.24	4,655.14	1,344.86	77.59
505-5130 PUBLIC RELATIONS EXPENSE	7,000.00	1,265.87	5,190.29	1,809.71	74.15
505-5140 OFFICE UTILITY EXPENSE	10,500.00	666.10	6,879.18	3,620.82	65.52
505-5150 OFFICE TELEPHONE EXPENSE	8,000.00	770.73	5,991.99	2,008.01	74.90
505-5155 SECURITY SYSTEM	5,000.00	0.00	5,377.28 (	377.28)	107.55
505-5160 SCHOLARSHIP GRANT	0.00	0.00	0.00	0.00	0.00
505-5170 MILEAGE REIMBURSEMENT	500.00	0.00	85.39	414.61	17.08
505-5175 CREDIT CARD FEE EXPENSE	3,100.00	847.08	3,699.95 (	599.95)	119.03
505-5180 OTHER USES OF FUNDS	0.00	0.00	0.00	0.00	0.00
505-5300 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	379,291.00	33,377.99	309,864.00	69,427.00	81.70

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2018

01 -GENERAL FUND

OPERATIONS

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
506-6000 PAYROLL	102,134.00	10,790.08	85,739.83	16,394.17	83.95
506-6010 DUES AND FEES EXPENSE	1,400.00	133.00	719.00	681.00	51.36
506-6015 OPERATIONS SCHOOL EXPENSE	7,500.00	941.40	3,526.82	3,973.18	47.02
506-6016 OPERATIONS CELL PHONE	4,200.00	662.98	2,855.81	1,344.19	68.00
506-6020 ENGINEERING EXPENSE	5,000.00	0.00	4,840.37	159.63	96.81
506-6030 BUILDING INSPECTION EXPENSE	7,000.00	300.00	3,112.50	3,887.50	44.46
506-6040 GARBAGE CONTRACT EXPENSE	105,000.00	8,869.08	86,431.82	18,568.18	92.32
506-6050 GAS AND OIL EXPENSE	12,000.00	1,736.60	8,596.87	3,403.13	71.64
506-6055 MILEAGE REIMBURSEMENT	2,500.00	126.44	1,432.82	1,067.18	51.17
506-6060 SHOP MATERIALS EXPENSE	2,000.00	147.31	723.94	1,276.06	36.20
506-6080 BUILDING REPAIR EXPENSE	9,000.00	900.50	3,572.69	5,427.31	39.70
506-6100 EQUIPMENT REPAIR EXPENSE	8,000.00	877.64	1,475.76	6,524.24	18.45
506-6110 SMALL TOOLS EXPENSE	500.00	0.00	109.60	391.40	21.72
506-6120 UNIFORMS EXPENSE	6,000.00	202.68	3,500.67	2,499.33	58.34
506-6150 JOHN DEERE EXPENSE	0.00	0.00	0.00	0.00	0.00
506-6160 EQUIPMENT PURCHASE EXPENSE	3,000.00	0.00	1,521.47	1,478.53	50.72
506-6170 MOSQUITO SPRAY GROUND	7,000.00	0.00	1,910.92	5,089.08	27.30
506-6171 MOSQUITO SPRAY AIR	0.00	0.00	0.00	0.00	0.00
506-6175 DUMP TRUCK REPAIR	0.00	0.00	0.00	0.00	0.00
506-6200 WORKERS COMP INSURANCE	6,422.00	0.00	6,298.49	123.51	98.08
506-6210 AUTO & APD INSURANCE	4,002.00	0.00	4,002.00	0.00	100.00
506-6220 GENERAL /E&O LIABILITY INS	1,922.00	0.00	1,888.00	34.00	98.23
506-6230 REAL/PERSONAL/MOBILE PROP INS	4,009.00	0.00	3,933.59	75.42	98.12
506-6300 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATIONS	299,599.00	25,686.71	226,191.96	72,697.04	75.68

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2018

01 -GENERAL FUND

FIRE DEPARTMENT

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
507-7020 COMPUTER EXPENSE	300.00	0.00	0.00	300.00	0.00
507-7030 DUES EXPENSE	75.00	0.00	47.00	28.00	62.67
507-7040 EDUCATION EXPENSE	1,000.00	0.00	1,120.00 (	120.00)	112.00
507-7045 LUBBOCK COUNTY GRANT	10,000.00	279.00	12,160.76 (	2,160.76)	121.61
507-7050 EQUIPMENT EXPENSE	3,000.00	0.00	3,819.08 (	819.08)	127.30
507-7055 SUPPLIES	0.00	0.00	0.00	0.00	0.00
507-7060 AUTO & APD INSURANCE EXPENSE	2,725.00	0.00	2,675.28	49.72	98.19
507-7061 REAL & PERSONAL PROP INSURANC	1,956.00	0.00	1,921.49	34.51	98.24
507-7065 TANKER TRUCK PAYMENT	0.00	0.00	0.00	0.00	0.00
507-7070 WORKERS COMP INSURANCE	341.00	0.00	341.00	0.00	100.00
507-7080 MEDICAL EQUIPMENT EXPENSE	3,000.00	1,020.26	2,165.71	934.29	72.19
507-7090 PERSONAL EQUIPMENT EXPENSE	2,500.00	0.00	2,467.11	32.89	98.68
507-7100 RADIO REPAIR EXPENSE	3,000.00	1,020.28	1,640.28	1,359.72	54.68
507-7140 BUILDING UTILITIES EXPENSE	3,000.00	243.84	3,739.19 (	739.19)	124.64
507-7145 FIRE STATION BUILDING REPAIR	3,000.00	356.00	996.00	2,004.00	33.20
507-7150 TELEPHONE EXPENSE	2,000.00	69.77	1,326.06	673.94	66.30
507-7160 VEHICLE REPAIR EXPENSE	20,000.00	1,060.23	16,232.64	3,767.36	81.16
507-7170 BUNKER GEAR CAPITAL EXP	0.00	0.00	0.00	0.00	0.00
507-7190 INTEREST EXPENSE ASD	0.00	0.00	0.00	0.00	0.00
TOTAL FIRE DEPARTMENT	55,897.00	4,049.38	50,651.59	5,245.41	90.62

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2018

01 -GENERAL FUND

LIBRARY

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
508-8020 PAYROLL	20,399.00	1,699.09	16,990.80	3,398.20	83.33
508-8030 LIBRARY PROGRAMS EXPENSE	10,000.00	942.24	5,110.91	4,889.09	51.11
508-8035 CH FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00
508-8140 UTILITIES EXPENSE	1,900.00	183.21	1,672.67	227.33	88.04
508-8150 TELEPHONE EXPENSE	1,064.00	76.16	978.78	85.22	91.99
508-8160 WORKERS COMP INSURANCE	73.00	0.00	73.00	0.00	100.00
TOTAL LIBRARY	33,426.00	2,800.69	24,826.16	8,599.84	74.27

AS OF: JULY 31ST, 2018

01 -GENERAL FUND
POLICE DEPARTMENT
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
509-9000 PAYROLL	230,493.00	18,553.52	183,215.60	47,267.20	79.49
509-9010 AMMO EXPENSE	3,500.00	0.00	129.16	3,370.84	3.69
509-9015 ANIMAL CONTROL	200.00	0.00	0.00	200.00	0.00
509-9020 DUES EXPENSE	500.00	0.00	376.00	124.00	75.20
509-9030 EDUCATION EXPENSE	4,000.00	590.00	900.38	3,099.62	22.51
509-9040 EMT EDUCATION EXPENSE	0.00	0.00	0.00	0.00	0.00
509-9041 EMERGENCY MST TRAINING	1,500.00	0.00	0.00	1,500.00	0.00
509-9050 GAS -OIL EXPENSE	8,500.00	755.74	6,478.38	2,021.62	76.22
509-9055 MILEAGE REIMBURSEMENT	100.00	0.00	0.00	100.00	0.00
509-9060 AUTO & APD INSURANCE EXPENSE	1,788.00	0.00	1,757.32	30.68	96.28
509-9065 LAW ENFORCEMENT LIABILITY INS	2,400.00	0.00	2,356.93	43.07	98.21
509-9066 E&O/REAL & PERSONAL PROP INS	3,596.00	0.00	3,529.28	66.72	99.14
509-9067 WORKERS COMP INSURANCE	4,716.00	0.00	4,718.00	0.00	100.00
509-9070 CELL PHONE EXPENSE	4,500.00	647.54	2,673.98	1,626.02	63.87
509-9090 OFFICE SUPPLY EXPENSE	1,500.00	0.00	1,253.63	246.37	83.59
509-9110 SMALL EQUIPMENT EXPENSE	4,000.00	0.00	1,108.17	2,891.83	27.70
509-9130 RADIO REPAIR EXPENSE	2,500.00	0.00	0.00	2,500.00	0.00
509-9150 TELEPHONE EXPENSE	3,000.00	35.11	1,070.32	1,929.68	35.68
509-9160 VEHICLE REPAIR EXPENSE	3,000.00	0.00	2,125.03	874.97	70.83
509-9170 CAMERA EXPENSE	0.00	0.00	0.00	0.00	0.00
509-9175 SURVEILLANCE VIDEO CAMERAS	1,500.00	0.00	1,479.96	20.04	98.66
509-9180 COMPUTER EXPENSE	3,500.00	34.18	1,391.93	2,108.07	39.77
509-9200 UNIFORM EXPENSE	2,000.00	0.00	891.41	1,108.59	44.57
509-9210 BOAT MAINTENANCE EXPENSE	500.00	0.00	0.00	500.00	0.00
509-9215 05 POLICE VEH PAYMENT	0.00	0.00	0.00	0.00	0.00
509-9220 LAKE REPAIR & MAINT EXPENSE	500.00	0.00	342.34	157.66	68.47
509-9221 COMMUNITY EVENTS EXPENSE	2,500.00	300.00	2,351.76	148.24	94.07
509-9230 INTEREST EXPENSE - FMCC	0.00	0.00	0.00	0.00	0.00
509-9240 BULLET PROOF VEST MATCH	0.00	0.00	0.00	0.00	0.00
509-9300 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE DEPARTMENT	290,295.00	20,954.09	218,349.78	71,935.22	75.22

AS OF: JULY 31ST, 2018

01 -GENERAL FUND

SEWER DEPARTMENT

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
510-1000 CHEMICAL EXPENSE	4,000.00	365.32	3,742.61	257.39	93.57
510-1001 PAYROLL	78,224.00	6,377.91	65,609.04	12,615.96	83.87
510-1005 PERMIT INSPECTION EXPENSE	1,500.00	0.00	1,250.00	250.00	83.33
510-1010 LAB EXPENSE	5,000.00	239.00	2,660.00	2,320.00	53.60
510-1014 UTILITY EXPENSE	35,000.00	2,855.93	25,203.73	9,796.27	72.01
510-1016 SEWER SLUDGE HAULING	1,500.00	55.79	698.84	801.16	46.59
510-1020 REPAIR EXPENSE	20,000.00	1,000.56	18,222.93	1,777.07	91.11
510-1025 SEWER PLANT WATER EXPENSE	0.00	0.00	0.00	0.00	0.00
510-1100 WORKERS COMP INSURANCE	1,377.00	0.00	1,377.00	0.00	100.00
 TOTAL SEWER DEPARTMENT	 146,601.00	 10,895.51	 118,783.15	 27,817.65	 81.02

AS OF: JULY 31ST, 2016

01 -GENERAL FUND

ROADS AND GROUNDS DEPT

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
511-1000 PAYROLL	69,617.00	5,629.29	57,964.68	11,652.32	83.26
511-1100 STREET SWEEPING EXPENSE	7,000.00	1,000.00	5,000.00	2,000.00	71.43
511-1101 CONTRACT ROAD REPAIR EXPENSE	2,200.00	114.00	509.95	1,690.05	23.18
511-1110 EQUIPMENT REPAIR	2,500.00	121.25	733.22	1,766.78	29.33
511-1115 GROUNDS MAINTENANCE EXPENSE	2,000.00	273.59	606.52	1,393.48	30.33
511-1120 MATERIALS & SUPPLIES EXPENSE	3,000.00	56.48	2,433.67	566.13	81.13
511-1124 STREET SIGNS EXPENSE	1,500.00	0.00	755.44	714.56	52.36
511-1130 TREE TRIMMING EXPENSE	2,500.00	0.00	0.00	2,500.00	0.00
511-1140 PARK EXPENSES	10,000.00	1,119.57	3,927.24	6,072.76	39.27
511-1300 CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
 TOTAL ROADS AND GROUNDS DEPT	 100,317.00	 5,314.19	 71,960.92	 28,356.08	 71.73

AS OF: JULY 31ST, 2019

01 -GENERAL FUND
WATER DEPARTMENT
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
512-1000 PAYROLL	61,471.00	5,050.16	51,789.92	9,691.12	84.25
512-1200 WATER SYSTEM PERMIT FEES	1,500.00	0.00	1,310.75	189.25	87.38
512-1205 LAB EXPENSE	1,700.00	66.00	1,051.16	648.84	61.83
512-1210 LP&L PURCHASE	331,000.00	44,253.48	244,238.34	86,761.66	73.79
512-1214 UTILITIES EXPENSE	4,000.00	264.00	2,645.00	1,355.00	66.13
512-1215 WATER METER EXPENSE	3,000.00	205.29	403.62	2,596.18	13.46
512-1220 REPAIR EXPENSE	10,000.00	857.35	6,780.74	3,219.26	67.81
512-6155 PICKUP LEASE EXPENSE	0.00	0.00	0.00	0.00	0.00
512-6160 TAIL GATE LIFT	0.00	0.00	0.00	0.00	0.00
512-6165 TANK INSPECTION	1,200.00	0.00	500.00	400.00	66.67
 TOTAL WATER DEPARTMENT	 413,871.00	 50,696.28	 309,019.63	 104,651.37	 74.67

AS OF: JULY 31ST, 2018

01 -GENERAL FUND
PAYROLL DEPARTMENT
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
513-1301 ADMINISTRATION EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1302 OPERATIONS EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1303 POLICE EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1304 MEDICAL INSURANCE EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1306 LONGEVITY EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1310 PAYROLL SERVICE EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1311 PAYROLL TAX EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1325 TMRS EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1350 WORKERS COMP EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1355 POLICE WORKERS COMP EXPENSE	0.00	0.00	0.00	0.00	0.00
513-1360 CITY SEC FUEL REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
TOTAL PAYROLL DEPARTMENT	0.00	0.00	0.00	0.00	0.00

AS OF: JULY 31ST, 2018

01 -GENERAL FUND
EMERGENCY OPS CENTER
EXPENDITURES

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
514-1405	EMERGENCY OPERATIONS CENTER	3,000.00	91.80	1,260.76	1,739.24	42.03
514-1410	EOC SIREN	0.00	0.00	0.00	0.00	0.00
TOTAL EMERGENCY OPS CENTER		3,000.00	91.80	1,260.76	1,739.24	42.03

01 -GENERAL FUND
CAPITAL EXPENDITURES
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
520-4900 BUDGETED SURPLUS TRANSFER	0.00	0.00	0.00	0.00	0.00
520-4910 CONSTRUCTION SAVINGS	0.00	0.00	0.00	0.00	0.00
520-4920 OPERATING RESERVE	0.00	0.00	0.00	0.00	0.00
520-5000 POLICE DEPT VEHICLE	0.00	0.00	0.00	0.00	0.00
520-5005 DAM REPAIR	0.00	0.00	0.00	0.00	0.00
520-5007 E LAKE SHORE DR SAVINGS PLAN	0.00	0.00	0.00	0.00	0.00
520-5008 DEBT FMT SEWER LINE REPAIR	0.00	0.00	0.00	0.00	0.00
520-5009 POLICE VEHICLE	0.00	0.00	0.00	0.00	0.00
520-5010 SEAL COAT/STREET REPAIRS	100,000.00	0.00	0.00	100,000.00	0.00
520-5011 SEWER JETTER	0.00	0.00	0.00	0.00	0.00
520-5012 OPERATIONS VEHICLE	40,000.00	0.00	38,930.00	1,020.00	97.45
520-5015 CITY HALL DEBT PAYMENT	0.00	0.00	0.00	0.00	0.00
520-5016 CITY HALL	0.00	0.00	23,417.98 (	23,417.98)	0.00
520-5017 CITY HALL REPAIRS/FURNITURE	0.00	0.00	1,660.00 (	1,660.00)	0.00
520-5027 SHREDDER	9,000.00	0.00	5,854.52	3,145.48	65.05
520-5028 SECO GRANT CITY HALL WINDOWS	0.00	0.00	0.00	0.00	0.00
520-5029 WATER & SEWER LINE REPAIR	0.00	0.00	0.00	0.00	0.00
520-5030 WATER TANK REPAIR CIP	0.00	0.00	0.00	0.00	0.00
520-5071 SEWER PLANT MUFFLER REPAIR	0.00	0.00	0.00	0.00	0.00
520-5072 SEWER REPAIR ENGINEERING	0.00	0.00	0.00	0.00	0.00
520-5080 ROOSEVELT WATER LINE	0.00	0.00	0.00	0.00	0.00
520-5081 FERRARA FIRE TRUCKS (2)	0.00	0.00	0.00	0.00	0.00
520-5085 WATER SYSTEM VAULT & VALVE FR	0.00	0.00	0.00	0.00	0.00
520-5090 MASTER CONTROL VALVE	0.00	0.00	0.00	0.00	0.00
520-5095 ISOLATION VALVE FRONT ROAD VA	0.00	0.00	0.00	0.00	0.00
520-5101 LEGAL/ENGINEERING,CCN/WATERLI	0.00	0.00	0.00	0.00	0.00
520-5102 ENGINEERING, ZONING CODE	0.00	0.00	0.00	0.00	0.00
520-5120 CROFOOT VAULT & METER	0.00	0.00	0.00	0.00	0.00
520-5150 PRUSSURE SUSTAINING VALVES-FR	0.00	0.00	0.00	0.00	0.00
520-5160 CAMERA SYSTEMS	0.00	0.00	0.00	0.00	0.00
520-5200 GARAGE ADDITION	0.00	0.00	0.00	0.00	0.00
520-5300 WATER METER REPLACEMENT PROG	0.00	0.00	0.00	0.00	0.00
520-5400 DUMP TRAILER	0.00	0.00	0.00	0.00	0.00
520-5500 POLICE VEHICLE JAG GRANT	0.00	0.00	0.00	0.00	0.00
520-5600 METAL DETECTOR	0.00	0.00	0.00	0.00	0.00
520-5700 SKID LOADER	0.00	0.00	0.00	0.00	0.00
520-5900 BUFFALO FLOW METER	0.00	0.00	0.00	0.00	0.00
520-5910 EMERGENCY ROAD	0.00	0.00	0.00	0.00	0.00
520-5911 LAWN MOWER	14,000.00	0.00	12,071.00	1,929.00	86.22
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TOTAL CAPITAL EXPENDITURES	163,000.00	0.00	41,983.50	51,016.50	50.30

01 -GENERAL FUND

BONDS

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
545-4500 BOND PRINCIPAL EXPENSE	90,000.00	0.00	90,000.00	0.00	100.00
545-5000 BOND INTEREST EXPENSE	12,000.00	0.00	10,302.00	1,698.00	85.85
545-5001 NOTE INTEREST	0.00	0.00	0.00	0.00	0.00
545-5010 BOND SERVICING FEE	0.00	0.00	0.00	0.00	0.00
545-5015 Amortization	0.00	0.00	0.00	0.00	0.00
545-6000 Depreciation	0.00	0.00	0.00	0.00	0.00

TOTAL BONDS	102,000.00	0.00	100,302.00	1,698.00	98.34
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TOTAL EXPENDITURES	1,992,177.00	157,590.63	1,517,139.97	475,037.03	76.15
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REVENUES OVER/(UNDER) EXPENDITURES	0.00 (20,739.49)	317,756.68 (317,756.68)	0.00
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*** END OF REPORT ***

Table 1. The number of subjects in each age group and the number of subjects who completed the study

Age group (years)	Number of subjects	Number of subjects completing the study
10-11	10	10
12-13	10	10
14-15	10	10
16-17	10	10
18-19	10	10
20-21	10	10
22-23	10	10
24-25	10	10
26-27	10	10
28-29	10	10
30-31	10	10
32-33	10	10
34-35	10	10
36-37	10	10
38-39	10	10
40-41	10	10
42-43	10	10
44-45	10	10
46-47	10	10
48-49	10	10
50-51	10	10
52-53	10	10
54-55	10	10
56-57	10	10
58-59	10	10
60-61	10	10
62-63	10	10
64-65	10	10
66-67	10	10
68-69	10	10
70-71	10	10
72-73	10	10
74-75	10	10
76-77	10	10
78-79	10	10
80-81	10	10
82-83	10	10
84-85	10	10
86-87	10	10
88-89	10	10
90-91	10	10
92-93	10	10
94-95	10	10
96-97	10	10
98-99	10	10
100-101	10	10

10 subjects in each age group. The subjects were divided into two groups of 50 subjects each, based on the order of their birth date.

The subjects were divided into two groups of 50 subjects each, based on the order of their birth date.

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BANK: * ALL BANKS
 DATE RANGE: 7/01/2018 THRU 8/31/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7390	BOUND TREE MEDICAL, LLC							
C-CHECK	BOUND TREE MEDICAL, LLC VOIDED	V	7/10/2018			015935		178.91CR
C-CHECK	VOID CHECK	V	7/31/2018			015979		

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	178.91CR	178.91CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	2	178.91CR	0.00	0.00
BANK: * TOTALS:	2	178.91CR	0.00	0.00

BANK: APCO AP CITIZENS OPERATING
 DATE RANGE: 7/01/2018 THRU 5/31/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9470	JUSTIN TURNEY							
I-07152018-P	JUSTIN TURNEY	E	7/13/2018	1,112.96		000011		1,112.96
9470	JUSTIN TURNEY							
I-073118-P	JUSTIN TURNEY	E	7/31/2018	904.28		000012		904.28
2130	BENITO GARCIA							
I-JUNE 2018	BENITO GARCIA	R	7/03/2018	4.36		015905		4.36
2140	CORY NEEDHAM							
I-JUNE2018	CORY NEEDHAM	R	7/03/2018	41.42		015906		41.42
2150	HAROLD H NEEDHAM							
I-JUNE 2018	HAROLD H NEEDHAM	R	7/03/2018	18.53		015907		18.53
3130	ROBERT F MCCARVER							
I-JUNE2018	ROBERT F MCCARVER	R	7/03/2018	62.13		015908		62.13
5560	SAM'S CLUB MASTERCARD							
I-JUNE2018	SAM'S CLUB MASTERCARD	R	7/03/2018	4,988.66		015909		4,988.66
5290	AFA INC							
I-42456	AFA INC	R	7/03/2018	171.00		015910		171.00
5410	JODY SCOTT							
I-061418	JODY SCOTT	R	7/09/2018	150.00		015911		150.00
9040	ADAMS PAINT CO.							
I-198034	ADAMS PAINT CO.	R	7/10/2018	63.00		015912		63.00
1080	AFLAC							
I-184778	AFLAC	R	7/10/2018	342.46		015913		342.46
1120	AMERIPRIDE SERVICES, INC							
I-201907095530	AMERIPRIDE SERVICES, INC	R	7/10/2018	314.69		015914		314.69
1160	ATMOS							
I-JUNE2018	ATMOS	R	7/10/2018	619.57		015915		619.57
210	BECKERS							
I-249654	BECKERS	R	7/10/2018	7.35		015916		7.35
540	DACO							
I-17524	DACO	R	7/10/2018	108.00		015917		108.00

BANK: APCO AP CITIZENS OPERATING
DATE RANGE: 7/01/2018 THRU 8/31/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0600	DPC INDUSTRIES, INC							
I-757001357-18	DPC INDUSTRIES, INC	R	7/10/2018	366.32		015918		366.32
1170	MIDTOWN PRINTING							
I-125678	MIDTOWN PRINTING	R	7/10/2018	363.96		015919		363.96
1300	O D KENNEY							
I-201807095536	O D KENNEY	R	7/10/2018	348.97		015920		348.97
1470	PITNEY BOWES PURCHASE PWR							
I-201807095531	PITNEY BOWES PURCHASE PWR	R	7/10/2018	520.99		015921		520.99
1600	SMITH FORD							
I-201807095532	SMITH FORD	R	7/10/2018	219.61		015922		219.61
1640	SOUTH PLAINS ELECTRIC							
I-1049574	SOUTH PLAINS ELECTRIC	R	7/10/2018	3,994.91		015923		3,994.91
1650	SOUTH PLAINS TELEPHONE							
I-JUNE2018	SOUTH PLAINS TELEPHONE	R	7/10/2018	621.10		015924		621.10
1680	STENOCALL							
I-1585-15286	STENOCALL	R	7/10/2018	78.37		015925		78.37
1810	TML EMPLOYEE BENEFITS POOL							
I-6931807nk	TML EMPLOYEE BENEFITS POOL	R	7/10/2018	9,368.38		015926		9,368.38
2520	DISH NETWORK							
I-201807095533	DISH NETWORK	R	7/10/2018	64.50		015927		64.50
2950	PITNEY BOWES GLOBAL FINANCIAL							
I-3306477794	PITNEY BOWES GLOBAL FINANCIAL	R	7/10/2018	174.12		015928		174.12
3700	TRACE ANALYSIS INC.							
I-201807095537	TRACE ANALYSIS INC.	R	7/10/2018	305.00		015929		305.00
4710	AT&T MOBILITY							
I-MAY 2018	AT&T MOBILITY	R	7/10/2018	749.87		015930		749.87
4760	LUBBOCK COUNTY OFFICE OF ELEC							
I-2018-05110	LUBBOCK COUNTY OFFICE OF ELEC	R	7/10/2018	994.32		015931		994.32
4390	TMCOP							
I-201807095534	TMCOP	R	7/10/2018	47.00		015932		47.00

BANK: APCO AP CITIZENS OPERATING
 DATE RANGE: 7/01/2018 THRU 8/31/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5620	SLATON GAS & EQUIPMENT CO.							
I-201807095538	SLATON GAS & EQUIPMENT CO.	R	7/10/2018	2,331.43		015933		2,331.43
6940	SHARE COPORATION							
I-58780	SHARE COPORATION	R	7/10/2018	184.56		015934		184.56
7380	BOUND TREE MEDICAL, LLC							
I-201807095535	BOUND TREE MEDICAL, LLC	V	7/10/2018	178.91		015935		178.91
7380	BOUND TREE MEDICAL, LLC							
M-CHECK	BOUND TREE MEDICAL, LLC VOIDED	V	7/10/2018			015935		178.91CR
8250	BILL WILLIAMS TIRE CENTER							
I-589579-00	BILL WILLIAMS TIRE CENTER	R	7/10/2018	68.00		015936		68.00
8790	DREAMTAXI							
I-2013323	DREAMTAXI	R	7/10/2018	204.00		015937		204.00
9030	DUNNS FISH FARM							
I-313057	DUNNS FISH FARM	R	7/10/2018	900.00		015938		900.00
9380	MORRISON SUPPLY COMPANY							
I-201807095539	MORRISON SUPPLY COMPANY	R	7/10/2018	1,516.00		015939		1,516.00
9500	HARRY OR LESLIE SLIFE							
I-201807105541	HARRY OR LESLIE SLIFE	R	7/10/2018	10.00		015940		10.00
9770	ANGELIA FIXES							
I-07152018-L	ANGELIA FIXES	R	7/13/2018	849.54		015948		849.54
1160	JAMES W HILL							
I-20180715-P	JAMES W HILL	R	7/11/2018	125.04		015949		125.04
1290	BOLTON OIL CO							
I-201807115547	BOLTON OIL CO	R	7/12/2018	178.91		015950		178.91
1360	CAPROCK WASTE - MUNICIPAL SERV							
I-727175	CAPROCK WASTE - MUNICIPAL SERV	R	7/12/2018	7,690.00		015951		7,690.00
560	DATA FLOW							
I-28870	DATA FLOW	R	7/12/2018	522.73		015952		522.73
970	JORDAN'S POWER SWEEP							
I-4126	JORDAN'S POWER SWEEP	R	7/12/2018	1,000.00		015953		1,000.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1030	LUBBOCK POWER & LIGHT SOLID WA							
I-201807115543	LUBBOCK POWER & LIGHT SOLID WA	R	7/12/2018	55.79		015954		55.79
1790	TX MUN COURTS ASSOC							
I-201807115545	TX MUN COURTS ASSOC	R	7/12/2018	75.00		015955		75.00
3440	AREA WIDE INSPECTION SERVICE							
I-236942380	AREA WIDE INSPECTION SERVICE	R	7/12/2018	150.00		015956		150.00
3500	LUBBOCK LAWN & TREE							
I-154949	LUBBOCK LAWN & TREE	R	7/12/2018	600.00		015957		600.00
5300	CAPROCK WASTE - ROLL OFF							
I-727117	CAPROCK WASTE - ROLL OFF	R	7/12/2018	1,189.08		015958		1,189.08
7200	LP&L WATER							
I-201807115544	LP&L WATER	R	7/12/2018	44,253.48		015959		44,253.48
8280	AQUAONE							
I-353331	AQUAONE	R	7/12/2018	44.00		015960		44.00
9060	BOJORQUEZ LAW FIRM, PC							
I-6922	BOJORQUEZ LAW FIRM, PC	R	7/12/2018	292.50		015961		292.50
9420	BRYANS STEAKHOUSE							
I-201807175549	BRYANS STEAKHOUSE	R	7/17/2018	45.79		015962		45.79
0110	AMERICAN WATER WORKS ASSO							
I-7001569667	AMERICAN WATER WORKS ASSO	R	7/19/2018	83.00		015963		83.00
0200	BARNES & NOBLE							
I-3690722	BARNES & NOBLE	R	7/19/2018	3.27		015964		3.27
0930	HOME DEPOT CREDIT SERVICES							
I-6974313	HOME DEPOT CREDIT SERVICES	R	7/19/2018	19.57		015965		19.57
0990	K W SHARP INC							
I-1801018	K W SHARP INC	R	7/19/2018	205.29		015966		205.29
1150	MCI							
I-201807185550	MCI	R	7/19/2018	30.96		015967		30.96
3440	AREA WIDE INSPECTION SERVICE							
I-2369	AREA WIDE INSPECTION SERVICE	R	7/19/2018	150.00		015968		150.00

DATE RANGE: 7/01/2018 THRU 8/31/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7090	CUSTOM ELECTRONICS							
I-3RD QUARTER	CUSTOM ELECTRONICS	R	7/18/2018	791.42		015969		791.42
7720	DOMINGO MORALES							
I-LOT MOW 7/17/18	DOMINGO MORALES	R	7/18/2018	180.00		015970		180.00
3400	GARY BELLAIR							
I-07312018-COURT	GARY BELLAIR	R	7/31/2018	650.00		015980		650.00
8770	ANGELIA FIKES							
I-07312018-L	ANGELIA FIKES	R	7/31/2018	849.54		015981		849.54
0540	DACO							
I-17671	DACO	R	7/27/2018	3,060.82		015982		3,060.82
1020	LESTERS LAWNMOWER SHOP							
I-201807275552	LESTERS LAWNMOWER SHOP	R	7/27/2018	121.25		015983		121.25
1330	OVERHEAD DOOR CO							
I-72359	OVERHEAD DOOR CO	R	7/27/2018	356.50		015984		356.50
1470	PITNEY BOWES PURCHASE PWR							
I-201807275554	PITNEY BOWES PURCHASE PWR	R	7/27/2018	954.13		015985		954.13
2290	LUBBOCK CENTRAL APPRAISAL DIST							
I-201807275553	LUBBOCK CENTRAL APPRAISAL DIST	R	7/27/2018	3,379.00		015986		3,379.00
2990	MARY K BROWN							
I-JULY 2018	MARY K BROWN	R	7/27/2018	25.00		015987		25.00
1710	AT&T MOBILITY							
I-JUNE 2018	AT&T MOBILITY	R	7/27/2018	733.99		015988		733.99
1460	ROBERT MCCARVER							
I-ODESSA SCHOOL	ROBERT MCCARVER	R	7/27/2018	256.00		015989		256.00
1460	MARY ANN CROW							
I-JULY 2018 CLEANING	MARY ANN CROW	R	7/27/2018	500.00		015990		500.00
940	DEER OAKS EAP SERVICES LLC							
I-PC RC 18-759	DEER OAKS EAP SERVICES LLC	R	7/27/2018	40.26		015991		40.26
020	COLENE HIX							
I-JULY 2018	COLENE HIX	R	7/27/2018	25.00		015992		25.00

DATE RANGE: 7/01/2018 THRU 8/31/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9410	DALEY'S SUPERIOR ASPHALT							
I-5590	DALEY'S SUPERIOR ASPHALT	R	7/27/2018	114.00		015993		114.00
0080	AFLAC							
I-609372	AFLAC	R	8/03/2018	342.46		015993		342.46
0290	BOLTON OIL CO							
I-2609170	BOLTON OIL CO	R	8/03/2018	53.97		016000		53.97
0600	DPC INDUSTRIES, INC							
I-DE75001470-19	DPC INDUSTRIES, INC	R	8/03/2018	70.00		016001		70.00
0960	K W SHARP INC							
I-1901111/1901115	K W SHARP INC	R	8/03/2018	464.80		016002		464.80
1590	SLATONITE							
I-92320	SLATONITE	R	8/03/2018	151.32		016003		151.32
1650	SOUTH PLAINS TELEPHONE							
I-201808035555	SOUTH PLAINS TELEPHONE	R	8/03/2018	621.10		016004		621.10
1680	STENOCALL							
I-10753777	STENOCALL	R	8/03/2018	78.37		016005		78.37
1760	TX COMM ON ENVIRON QUALIT							
I-WMS0042679	TX COMM ON ENVIRON QUALIT	R	8/03/2018	250.00		016006		250.00
1910	TML EMPLOYEE BENEFITS POOL							
I-6931808nk	TML EMPLOYEE BENEFITS POOL	R	8/03/2018	9,368.38		016007		9,368.38
1520	DISH NETWORK							
I-201808035556	DISH NETWORK	R	8/03/2018	64.50		016008		64.50
1620	PRODUCTIVITY CENTER, INC.							
I-RCPD00272013	PRODUCTIVITY CENTER, INC.	R	8/03/2018	330.00		016009		330.00
1440	AREA WIDE INSPECTION SERVICE							
I-2412	AREA WIDE INSPECTION SERVICE	R	8/03/2018	75.00		016010		75.00
1620	SLATON GAS & EQUIPMENT CO.							
I-49221	SLATON GAS & EQUIPMENT CO.	R	8/03/2018	2,067.00		016011		2,067.00
720	PARKHILL SMITH & COOPER							
I-01356217-00-1	PARKHILL SMITH & COOPER	R	8/03/2018	5,238.79		016012		5,238.79

DATE RANGE: 7/01/2018 THRU 9/31/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8280	AQUAONE							
I-201808035557	AQUAONE	R	8/03/2018	37.50		016013		37.50
8500	NORTH TEXAS TOLLWAY AUTHORITY							
I-900494093	NORTH TEXAS TOLLWAY AUTHORITY	R	8/03/2018	3.12		016014		3.12
8510	ELENA QUINTANILLA							
I-AUG2018	ELENA QUINTANILLA	R	8/03/2018	192.00		016015		192.00
0160	ATMOS							
I-201808035558	ATMOS	R	8/03/2018	618.10		016016		618.10
1300	O D KENNEY							
I-201808035560	O D KENNEY	R	8/03/2018	480.23		016017		480.23
1640	SOUTH PLAINS ELECTRIC							
I-201808035559	SOUTH PLAINS ELECTRIC	R	8/03/2018	3,982.59		016018		3,982.59
1700	TRACE ANALYSIS INC.							
I-201808035561	TRACE ANALYSIS INC.	R	8/03/2018	787.00		016019		787.00
1360	MORRISON SUPPLY COMPANY							
I-454671/562077	MORRISON SUPPLY COMPANY	R	8/03/2018	437.50		016020		437.50

* * T O T A L S * *

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
94	125,005.09	0.00	125,826.18
0	0.00	0.00	0.00
0	0.00	0.00	0.00
2	2,017.24	0.00	2,017.24
0	0.00	0.00	0.00

VOID CHECKS:

1 VOID DEBITS	0.00	
VOID CREDITS	178.91CR	178.91CR
		0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APCO TOTALS:	97	127,843.42	0.00	127,843.42
BANK: APCO TOTALS:	97	127,843.42	0.00	127,843.42

DATE RANGE: 7/01/2016 THRU 8/31/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3100	INTERNAL REVENUE SERVICE - IRS							
I-T1 201807115548	FEDERAL WITHHOLDING	D	7/13/2018	1,792.69		000026		
I-T3 201807115548	SOCIAL SECURITY PAYABLE	D	7/13/2018	2,620.92		000026		
I-T4 201807115548	MEDICARE PAYABLE	D	7/13/2018	613.00		000026		5,016.61
3100	INTERNAL REVENUE SERVICE - IRS							
I-T1 201807265551	FEDERAL WITHHOLDING	D	7/31/2018	2,038.93		000027		
I-T3 201807265551	SOCIAL SECURITY PAYABLE	D	7/31/2018	2,855.00		000027		
I-T4 201807265551	MEDICARE PAYABLE	D	7/31/2018	667.72		000027		5,561.65
7810	OFFICE OF THE ATTORNEY GENERAL							
I-C01201807115548	RI# 00113842122006534226	R	7/13/2018	499.00		015947		499.00
3340	OFFICE OF THE TEXAS ATTORNEY G							
I-C02201807115548	RI# 00130951728399711407	R	7/13/2018	392.45		015948		392.45
7830	OFFICE OF THE ATTORNEY GENERAL							
I-C01201807265551	RI# 00113842122006534226	R	7/31/2018	499.00		015976		499.00
3340	OFFICE OF THE TEXAS ATTORNEY G							
I-C02201807265551	RI# 00130951728399711407	R	7/31/2018	392.45		015977		392.45
940	TEXAS MUNICIPAL RETIREMEN							
I-RET201807115548	TRMS PAYABLE	R	7/31/2018	4,643.75		015978		
I-RET201807265551	TRMS PAYABLE	R	7/31/2018	5,023.89		015978		9,667.63

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	5	11,450.53	0.00	11,450.53
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	10,578.26	0.00	10,578.26
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PY TOTALS:	7	22,028.79	0.00	22,028.79
BANK: PY TOTALS:	7	22,028.79	0.00	22,028.79
REPORT TOTALS:	104	149,572.21	0.00	149,572.21

the 1990s, the number of people with a mental health problem has increased by 50% (Mental Health Foundation 1999).

There is a growing awareness of the need to address the needs of people with mental health problems, and the importance of the role of the community. The Department of Health (1999) has set out a vision for the future of mental health care, which is based on the principles of recovery, self-help, and community care. The vision is to create a new mental health system, which is based on the principles of recovery, self-help, and community care. The vision is to create a new mental health system, which is based on the principles of recovery, self-help, and community care.

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**Town of Ransom Canyon
Financial Investment Report
Balance for July 1 - July 31, 2018**

INTEREST BEARING CASH ACCOUNTS AT DEPOSITORY BANK									
Acct #	Investment Type/Institution	Annual Percentage Ending Rate of Interest	Maturity Date	Beginning Balance	Ending Balance	Interest Accrued	YTD Interest		
617113	Construction Account (Centennial Bank)	2.13%	N/A	\$ 621,077.12	\$ 622,152.39	\$ 1,075.27	\$ 8,683.57		
34207	Reserve Account (Centennial Bank)	2.13%	N/A	\$ 442,412.48	\$ 443,178.43	\$ 765.95	\$ 6,385.99		
625345	Operating Account (Centennial Bank)	2.13%	N/A	\$ 60,669.73	\$ 36,894.64	\$ 104.56	\$ 1,142.20		
17787	Interest and Sinking Account (Centennial Bank)	2.13%	N/A	\$ 455,151.44	\$ 456,736.69	\$ 788.25	\$ 5,083.41		
63108	Police Seizure Account (Centennial Bank)	0.00%	N/A	\$ -	\$ -	\$ -	\$ -		
2101038849	Police LEOSE Account (Centennial Bank)	0.00%	N/A	\$ -	\$ -	\$ -	\$ -		
		8.52%	N/A	\$ 1,579,310.77	\$ 1,558,962.15	\$ 2,734.03	\$ 21,295.17		

the 1990s, the number of people with a mental health problem has increased by 50% (Mental Health Foundation 1999).

There is a growing awareness of the need to address the needs of people with mental health problems, and a number of initiatives have been developed to improve the lives of people with mental health problems. The Mental Health Act 1983 was amended in 1997 to give people with mental health problems more control over their own lives. The Mental Health Act 1997 was introduced to give people with mental health problems more control over their own lives. The Mental Health Act 1997 was introduced to give people with mental health problems more control over their own lives.

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ACTION ITEM: #6

Engagement Letter

with Auditor

RECEIVED

AUG 03 2018

August 1, 2018

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, 2018. 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, 2018. 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. Accordingly, we will express no such opinion. 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 relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error, 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, 2018 and to issue our report no later than December 17, 2018. 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 \$10,000 to \$11,000 plus an additional \$750 to \$1,000 for the implementation of Governmental Accounting Standards Board Statement No. 75. 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: #7

Ordinance for

Substandard Buildings

AN ORDINANCE OF THE TOWN OF RANSOM CANYON, TEXAS TO ADD SOME LANGUAGE TO THE DEFINITION OF THE SUBSTANDARD BUILDINGS WHICH INCLUDES HOMES THAT DO NOT CONFER WITH A FINISHED APPEARANCE TO THE HOUSE, BUILDING, OR STRUCTURE.

ARTICLE 3.05 SUBSTANDARD BUILDINGS*

Sec. 3.05.001 Definition

All buildings or structures, whether or not completed, which have any or all of the following defects or lack of facilities shall be deemed substandard buildings:

- (1) All buildings or structures that have become deteriorated ~~by any means through natural causes or by damage through exposure to the elements, especially wind, hail, or rain or damage through fire, to the extent that the roof, windows and doors, or so that any portions of the house, building or structure which protect from the weather,~~ will no longer reasonably protect from the weather; ~~or does not confer a finished appearance to the house, building, or structure;~~
- (2) All buildings or structures hereafter constructed, altered or repaired and not wired in conformity with the National Electrical Code adopted as the electrical code for the city, as the same now exists or as hereafter amended;
- (3) All buildings or structures hereafter constructed, altered or repaired and not constructed in conformity with the National Life Safety Code adopted as the safety code for the city, as the same now exists or as hereafter amended;
- (4) All buildings or structures hereafter constructed, altered or repaired and not constructed in conformity with the building code adopted as the building code of the city and the building code amendments as the same now exist or as hereafter amended;
- (5) All buildings or structures so constructed or permitted to be so constructed as to constitute a menace to health or safety, including all conditions conducive to the harboring of rats or mice or other disease-carrying animals or insects reasonably calculated to spread disease, and including such conditions hazardous to safety as inadequate bracing or the use of deteriorated material;
- (6) Any building or structure or building site which has been abandoned for more than 120 consecutive days from the effective date of this article and is open, permitting the unauthorized entry of any person;
- (7) All buildings or structures which have been started, ~~or repairs commenced,~~ but not completed as to all exterior construction, including but not limited to completion of all exterior walls, doors, windows, roofs and any other exterior portions of any structure within one year from the date of commencement of any construction pertaining to said structure or one year from the date this article becomes effective, whichever occurs later. For purposes of this article, commencement of construction shall be deemed to have occurred ~~30 days~~ from the date of any building permit issued

Comment [M81]: Building Review Committee suggests a shorter time period.

for said structure unless the applicant for the permit requests a later date for commencement of construction to be noted on the permit;

* **State law reference**—Authority of municipality to regulate dangerous and substandard structures, V.T.C.A., Local Government Code, sec. 214.001 et seq

- (8) Any ~~attractive~~ condition which may prove detrimental to children, whether in a building, on the premises of a building or upon an unoccupied lot, including but not limited to abandoned wells, shafts, basements or excavations.

(Ordinance 51, sec. 1, adopted 4/14/81)

Sec. 3.05.002 Declaration of nuisance

All substandard buildings or structures within the terms of this article which shall constitute a ~~menace threat or danger~~ to the health, morals, safety or general welfare of its occupants or of the public are declared to be public nuisances and shall be ordered to be vacated, repaired, completed or demolished as hereinafter provided. (Ordinance 51, sec. 2, adopted 4/14/81)

Sec. 3.05.003 Building standards commission established; inspections and reports by building inspector

The ~~board of appeals~~ Ransom Canyon Building Review Committee established by section 3.03.001 shall also act as a ~~building standards commission~~ Building Standards Commission (BSC), and the building inspector shall be an ex-officio member, ~~and shall act as secretary of the building standards commission~~. It shall be the duty of the building inspector to inspect all buildings or structures reported to be or believed to be substandard and to present a report of such inspection to the building standards commission, which commission shall, except in cases of emergency as hereinafter set forth, notify the proper party of the intention of such commission to hold its hearing and follow the procedure hereinafter provided. (Ordinance 51, sec. 3, adopted 4/14/81)

State law reference—Creation of building and standards commission by municipality, V.T.C.A., Local Government Code, sec. 54.033 et seq.

Sec. 3.05.004 Abatement procedures

Substandard buildings or structures may be ordered to be and shall be vacated, repaired, completed or demolished under the following conditions, regulations and procedure:

- (1) Emergency measures. When there exists an emergency as defined in subsection (A) of this subsection (1), certain measures may be taken, notification given and procedure followed as in this subsection set forth:
 - (A) When it shall appear that a building or structure in the city is a substandard building under the terms of this article and that such building or structure or the manner of its use constitutes an immediate and serious danger to life person or property, the condition shall be deemed a condition justifying the use of emergency measures, and the commission or a majority quorum of the commissioners may, with the consent and approval of the mayor, order one or more of the following emergency measures to be taken:
 - (i) Immediate vacation of such building, structure and/or adjoining buildings or structures;
 - (ii) Vacation of the danger area around such building or structure;

- (iii) Such emergency shoring up and bracing of walls, roofs and supports as are required to render such buildings or structures safe;
 - (iv) The destruction of such walls, roofs and supports or the entire structure or so much thereof as cannot be braced or made secure with safety;
 - (v) Post notices on or near such building or structure, or buildings or structures, notifying the public of such orders and ordering all persons to keep out of such building, buildings, structure or structures and the areas of danger surrounding it or them.
- (B) When any of the above-mentioned measures are ordered to be taken, written notice of such order shall be given to the owner of such substandard building or structure, or ~~his~~ their authorized representative, if the same shall be known. Service of the notice and order shall be made upon all persons entitled thereto, either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested, restricted to the addressee only, to each person at ~~his~~ their address as it appears on the last equalized assessment roll of the city or as known to the building inspector or the city administrator. If such certified letter is not deliverable to the addressee, service may be by publication two times within 10 consecutive days in a newspaper of general circulation within the county. If no address of any such person so appears or is known to the building inspector or the city inspector, then a copy of the notice and order shall be mailed, addressed to such person at the address of the building involved in the proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Delivery by certified mail in the manner herein provided shall be effective service three days after the date of mailing. In the event that notification would create such a delay as would materially increase the danger of life or property, then one or more of the above emergency measures may be taken simultaneously with the giving of notice provided herein.
- (C) In the event the owner or ~~his~~ their representative shall refuse or fail to carry out the emergency orders of the building standards commission or shall fail to carry out such orders satisfactorily, then, in either such event, the building standards commission, upon approval of the mayor, may proceed to carry out such order, either by private contract or through an agency of the city, and the cost thus incurred shall constitute a valid lien against the property.
- (2) Normal procedure. Where an emergency does not exist, the following steps may be taken in the condemnation of a substandard building:
- (A) When it shall come to the notice of the building standards commission that a building or structure in the city is substandard under the terms of this article, the commission may cite in writing the owner of such building or structure, or his authorized agent or representative, to appear and show cause why such building should not be declared to be a substandard building and why ~~he should~~ he should not be ordered to vacate, repair, complete or demolish such building or structure. The date of such hearing shall be not less than 10 days after such citation shall have been made.

(B) Service shall be made in the manner set forth in subsection (1)(B) of this section.

(C) The citation shall contain the following:

- (i) The street address and a legal description sufficient for identification of the premises upon which the building or structure is located;
- (ii) A statement that the building standards commission has believed the building to be substandard with a brief and concise description of the conditions found to render the building substandard under the provisions of this article;
- (iii) A statement of the action believed necessary to render the building or structure in compliance with this article;
- (iv) A statement of the date, time and place for hearing before the building standards commission and that the person, firm or corporation to whom the notice is directed may present any relevant evidence and will be given a full opportunity to present witnesses at such hearing.

(Ordinance 51, sec. 4, adopted 4/14/81)

Sec. 3.05.005 Standards for determinations and orders

The following standards shall be followed by the building standards commission (and by the city council if an appeal is taken) in ordering the repair, vacation, completion, demolition or removal of any substandard building or structure:

- (1) Once a structure has been found to be substandard as defined within this article, a determination must be made whether the property owner is entitled as a matter of right to the opportunity to recondition his property and thus eliminate the substandard conditions by some manner other than by demolition or removal.
 - (A) If the substandard condition can be eliminated only by demolition, removal or repairs constituting a substantial reconstruction of the structure, the property owner is not entitled as a matter of right to recondition his their structure and may be required to either demolish the structure or to remove it to an area not closer than 5,000 feet outside the corporate limits of the city, such election to be the right of the property owner.
 - (B) If the substandard condition can be eliminated by some restorative procedure other than repairs constituting a substantial reconstruction of the structure, the property owner is entitled as a matter of right to perform at his option any abatement procedure effecting compliance herewith.
- (2) If the conditions which cause the structure to be substandard are so immediately and substantially dangerous to the life, safety or property of the public as to create a dire emergency, the building standards commission may summarily abate those

Comment [MB2]: BRC recommends that the Council should discuss this portion regarding the choice of demolition or removal.

conditions and may do so by using whatever measures are necessary under the circumstances without the necessity of meeting any other standards prescribed in this section.

- (3) If the substandard building or structure can reasonably be repaired or completed so that it will no longer be in a condition which is in violation of the terms of this article, it shall be ordered repaired or completed within such time as the commission or council shall direct, which shall not be more than 90 days from the date of said order unless, for good cause shown, an extension is reasonably necessary.

(Ordinance 51, sec. 5, adopted 4/14/81)

Sec. 3.05.006 Issuance of order by building standards commission

After hearing, the building standards commission shall record its order in writing, stating specifically the measures required to be taken as shall appear reasonably necessary to prevent said building or structure from being a hazard to life or property or to eliminate said building or structure's substandard qualities. A true and correct copy of said order shall be served on the owner of the property in the fashion set forth in section 3.05.004(1)(B) and such order shall also contain a notice that the owner may appeal the decision of the building standards commission as set forth below. (Ordinance 51, sec. 6, adopted 4/14/81)

Sec. 3.05.007 Filing of appeal

(a) Right of appeal; contents. The person, firm or corporation to whom the order of the building standards commission is directed may appeal from any notice and order or any action of the building standards commission under this code by filing at the office of the city administrator, within 30 days from the date of the service of such order, a written appeal containing:

- (1) A heading in the words "Before the Town Council of the Town of Ransom Canyon."
- (2) A caption reading "Appeal of _____," giving the names of all appellants participating in the appeal.
- (3) A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the notice and order.
- (4) A brief statement in ordinary and concise language of that specific order or action protested, together with any material facts claimed to support the contentions of the appellants.
- (5) A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.
- (6) The signatures of all parties named as appellants and their official mailing addresses.
- (7) The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

(b) Presentation to council. Upon receipt of any appeal filed pursuant to this section, the city administrator shall present it at the next regular or special meeting of the city council.

(c) Scheduling and noticing appeal for hearing. As soon as practicable after receiving the written appeal, the city council shall fix a date, time and place for the hearing of the appeal by the council. Such date shall be not less than 10 days ~~nor~~ more than 60 days from the date the appeal was filed with the city administrator. Written notice of the time and place of the hearing shall be given at least 10 days prior to the date of the hearing to each appellant by the city administrator either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at his address shown on the appeal.

(d) Failure to file appeal. Failure of any person to file an appeal in accordance with the provisions of this section shall constitute a waiver of his right to an administrative hearing and adjudication of the notice and order, or to any portion thereof.

(e) Matters considered in hearing. Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.

(f) Stay of enforcement. Except for vacation orders made on an emergency basis, enforcement of any notice and order of the building standards commission issued under this article shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

(Ordinance 51, sec. 7, adopted 4/14/81)

Sec. 3.05.008 Procedures for conduct of appeal hearing

(a) Generally.

- (1) Record. A record of the entire proceedings shall be made by tape recording or by any other means of permanent recording determined to be appropriate by the council.
- (2) Reporting. The proceedings at the hearing shall also be reported by a court reporter if requested by any party thereto. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefor. Such fees may be established by the council but shall in no event be greater than the cost involved.
- (3) Continuances. The council may grant continuances for good cause shown.
- (4) Oaths; certification. In any proceeding under this section, the council or any member has the power to administer oaths and affirmations and to certify to official acts.
- (5) Reasonable dispatch. The council and its representatives shall proceed with reasonable dispatch to conclude any matter before it. Due regard shall be shown for the convenience and necessity of any parties or their representatives.

(b) Form of notice. The notice to the appellant shall be substantially in the following form, but may include other information:

You are hereby notified that a hearing will be held before the City Council at _____ on the _____ day of _____, 1920, ~~at~~ at the hour _____, upon the notice and order

served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by filing an affidavit therefor with the City administrator.

(c) Subpoenas.

- (1) The council may obtain the issuance and service of a subpoena for the attendance of witnesses or the production of other evidence at a hearing upon the request of a member of the council or upon the written demand of any party. The issuance and service of such subpoena shall be obtained upon the filing of an affidavit therefor which states that the witness has the desired things in his possession or under his control. A subpoena need not be issued when the affidavit is defective in any particular.
- (2) Any person who refuses without lawful excuse to attend any hearing or to produce material evidence in his possession or under his control as required by any subpoena served upon such person as provided for herein shall be guilty of a misdemeanor.

(d) Conduct of hearing.

- (1) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
- (2) Oral evidence. Oral evidence shall be taken only on oath or affirmation.
- (3) Hearsay evidence. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state.
- (4) Admissibility of evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state.
- (5) Exclusion of evidence. Irrelevant and unduly repetitious evidence shall be excluded.
- (6) Rights of parties. Each party shall have these rights, among others:
 - (A) To call and examine witnesses on any matter relevant to the issues of the hearing;
 - (B) To introduce documentary and physical evidence;
 - (C) To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
 - (D) To impeach any witness regardless of which party first called him to testify;

- (E) To rebut the evidence against him;
- (F) To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(7) Matters to be noticed.

- (A) What may be noticed. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or of official records of the council and ordinances of the city or rules and regulations of the council.
- (B) Parties to be notified. Parties present at the hearing shall be informed of the matters to be noticed, and these matters shall be noted in the record, referred to therein, or appended thereto.
- (C) Opportunity to refute. Parties present at the hearing shall be given a reasonable opportunity, on request, to refute the officially noticed matters by evidence or by written or oral presentation of authority, the manner of such refutation to be determined by the council.
- (D) Inspection of premises. The council may inspect any building or premises involved in the appeal during the course of the hearing, provided (i) the notice of such inspection shall be given to the parties before the inspection is made, (ii) the parties are given an opportunity to be present during the inspection, and (iii) the council shall state for the record upon completion of the inspection the material facts observed and the conclusions drawn therefrom. Each party then shall have a right to rebut or explain the matters so stated by the council.

(c) Method and form of decision.

- (1) Participation in decision. Where a contested case is heard before the council, no member thereof who did not hear the evidence or has not read the entire record of the proceedings shall vote on or take part in the decision.
- (2) Form of decision. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the requirements to be complied with. A copy of the decision shall be delivered to the appellant personally or sent to him by certified mail, postage prepaid, return receipt requested.
- (3) Effective date of decision. The effective date of the decision shall be as stated therein.

(Ordinance 51, sec. 8, adopted 4/14/81)

Sec. 3.05.009 Enforcement of orders

(a) Compliance.

- (1) Generally. After any order of the city council or the building standards commission made pursuant to this article shall have become final, no person to whom any such order is directed shall fail, neglect, or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a misdemeanor.
- (2) Failure to obey order. If, after any order of the city council or the building standards commission made pursuant to this article has become final, the person to whom such order is directed shall fail, neglect or refuse to obey such order, the city council may:
 - (A) Cause such person to be prosecuted under subsection (a)(1) of this section; or
 - (B) Institute any appropriate action to abate such building as a public nuisance.
- (3) Failure to commence work. Whenever the required repair or demolition is not commenced within 30 days after any final notice and order issued under this article becomes effective:
 - (A) The building inspector shall cause the building described in such notice and order to be vacated by posting at each entrance thereto a notice reading:

SUBSTANDARD BUILDING

DO NOT OCCUPY

It is a misdemeanor to occupy this building or to remove or deface this notice.

Building Inspector
Town of Ransom Canyon

- (B) No person shall occupy any building which has been posted as specified in this subsection. No person shall remove or deface any such notice so posted until the repairs, completion, demolition or removal ordered by the building standards commission or the city council has been completed and a certificate of occupancy issued pursuant to the provisions of the building code.
- (C) (i) In addition to any other remedy herein provided, if the notice and order be for ~~demolition-removal~~, the building standards commission (or the city council, if an appeal is taken), may choose either demolition or removal as desired (the property owner having waived the right to this election), and may effect the same within 10 days after notice is effective and cause the materials therefrom to be removed and the lot cleaned. Any such work shall be accomplished and the cost thereof paid and recovered in the manner hereinafter provided in this article. Any surplus realized from the abatement of a substandard property, over the cost of abatement, shall be paid over to the person or persons lawfully entitled thereto.

Comment [MB3]: and/or removal

(ii) It is further required that the building standards commission or the city council must receive authorization from the city attorney before any demolition pursuant to this section may be effected. This authorization shall be given upon completion of a case file which shall include, but not be limited to, the following items: documents indicating the procedures specified in this article have been performed, building inspector's reports documenting the substandard conditions of the property, and photographs which also substantiate the substandard conditions of the property and corroborate the above-mentioned reports. The purpose of this file being to substantiate that the city acted within its police power limitations, such file shall be prepared so that it may be introduced as evidence into a court of law and shall be kept for that purpose. If appealed to the city council, all the building standards commission's jurisdictional facts shall be certified by the city attorney.

- (b) (1) Extension of time to perform work. Upon receipt of an application from the person required to conform to the order and an agreement by such person that he will comply with the order if allowed additional time, the building standards administrator [commission] may, in its discretion, grant an extension of time, not to exceed an additional 120 days, within which to complete said repair, completion, rehabilitation or demolition, if the building standards commission determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The building standards commission's authority to extend time is limited to the physical repair, rehabilitation, or demolition of the premises and will not in any way affect or extend the time to appeal the notice and order.
- (2) Interference with repair or demolition work prohibited. No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the city, or with any person who owns or holds any estate or interest in any building which has been ordered repaired, vacated or demolished under the provisions of this article, or with any person to whom such building has been lawfully sold pursuant to the provisions of this article, whenever such officer, employee, contractor or authorized representative of the city, person having an interest or estate in such building or structure, or [person to whom such building has been lawfully sold is engaged in] demolishing any such building pursuant to the provisions of this article, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this article.

(Ordinance 51, sec. 9, adopted 4/14/81)

Sec. 3.05.010 Performance of work by city

(a) Procedure. When any demolition or other work is to be done pursuant to this article, the building standards commission shall cause the work to be accomplished by city personnel or by private contract under the direction of the building inspector. Plans and specifications therefor may be prepared by the building inspector, or he may employ such architectural and engineering assistance on a contract basis as he may deem reasonably necessary.

(b) Costs. The cost of such work shall be paid from the general fund and such cost shall be made a special assessment against the property involved.

(Ordinance 51, sec. 10, adopted 4/14/81)

Sec. 3.05.011 Recovery of city's costs

(a) Account of expense; filing of statement. The building inspector shall keep an itemized account of the expense incurred by the city for demolition or removal of any structure and the cleaning of the lot where the structure was located, pursuant to the provisions of this article as amended. Upon completion of this abatement, the building inspector shall prepare a statement specifying the work done, the itemized and total cost of the work, a description of the real property upon which the structure was located, and the names and addresses of the persons upon which the structure was located [sic], and the names and addresses of the persons entitled to notice pursuant to this article as amended.

(b) Report transmitted to mayor; recording. Upon completion of this statement, it shall be sent to the mayor for his signature thereon, whereupon it shall then be recorded with the county clerk as an assessment against and a lien upon the property.

(c) Lien of assessment.

(1) Priority. Immediately upon recordation, the amount assessed shall be payable, and the assessment shall be a lien against the parcel of land where the work was performed and against any remaining improvements thereon. The lien shall be subordinate only to tax liens and liens to secure the cost of street improvements after they have been so made.

(2) Interest. All such assessments remaining unpaid after 30 days from the date of recordation shall become delinquent and shall bear interest at the rate of ten percent (10%) per annum from and after said date.

Comment [MB4]: Consider "maximum allowed by law."

(d) Collection of assessment; penalties for foreclosure. For any such expenditures and interest, as aforesaid, suit may be instituted and foreclosure had in the name of the city, and the statements so made, as aforesaid, or a certified copy thereof, shall be prima facie proof of the amount expended in any such work.

(e) Repayment of money expended. All money recovered by payment of the charge or assessment, including any interest thereon, or from the sale of the property at foreclosure sale, shall be paid to the city administrator, who shall deposit and credit the same to the general fund.

(Ordinance 51, sec. 11, adopted 4/14/81)

Sec. 3.05.012 Liability

Neither the city nor any authorized agent acting under the terms of this article shall be liable or have any liability by reason of orders issued or work done in compliance with the terms of this article. (Ordinance 51, sec. 12, adopted 4/14/81)

Comment [MB5]: This would include the following? Building Review Committee, Building Standards Commission, Building Inspector?

Sec. 3.05.013 Court action

It shall be the duty of the city attorney to enforce the orders of the building standards commission or the city council upon appeal by filing action in the appropriate court of this state, when so authorized by the city council. (Ordinance 51, sec. 13, adopted 4/14/81)

Sec. 3.05.014 Violations; penalty

Any person who shall willfully use or fail to leave a building which has been ordered vacated under the terms of this article or who shall enter an area around such building that has been declared to be dangerous and notice of which declaration shall have been posted, and/or any person who shall interfere with or hinder the vacation, repair, completion or demolition of any building under the terms of this article, and/or any person who shall fail to comply with a final order of the building standards commission, or on appeal the city council, shall be deemed guilty of a misdemeanor and shall be subject to a fine not to exceed the state mandated maximum and upon conviction shall be fined in any sum not to exceed the state mandated maximum and each and every day's violation shall constitute a separate and distinct offense. In case the owner or occupant of any substandard building ordered vacated, repaired, completed or demolished under the terms of this article shall be a corporation and shall violate any provisions of this article, the president, vice-president, secretary, and treasurer of such corporation or any managing agent or employee of such corporation shall be also severally liable for the penalties herein provided. (Ordinance 51, sec. 14, adopted 4/14/81; Ordinance 180, sec. 1, adopted 3/13/02)

ARTICLE 3.05 SUBSTANDARD BUILDINGS*

Sec. 3.05.001 Definition

All buildings or structures, whether or not completed, which have any or all of the following defects or lack of facilities shall be deemed substandard buildings:

- (1) All buildings or structures that have become deteriorated ~~by any means through natural causes or by damage through exposure to the elements, especially wind, hail, or rain or damage through fire, to the extent that the roof, windows and doors, or so that any portions~~ of the house, building or structure ~~which protect from the weather,~~ will no longer reasonably protect from the weather; or does not confer a finished appearance to the house, building, or structure;
- (2) All buildings or structures hereafter constructed, altered or repaired and not wired in conformity with the National Electrical Code adopted as the electrical code for the city, as the same now exists or as hereafter amended;
- (3) All buildings or structures hereafter constructed, altered or repaired and not constructed in conformity with the National Life Safety Code adopted as the safety code for the city, as the same now exists or as hereafter amended;
- (4) All buildings or structures hereafter constructed, altered or repaired and not constructed in conformity with the building code adopted as the building code of the city and the building code amendments as the same now exist or as hereafter amended;
- (5) All buildings or structures so constructed or permitted to be so constructed as to constitute a menace to health or safety, including all conditions conducive to the harboring of rats or mice or other disease-carrying animals or insects reasonably calculated to spread disease, and including such conditions hazardous to safety as inadequate bracing or the use of deteriorated material;
- (6) Any building or structure or building site which has been abandoned for more than 120 consecutive days from the effective date of this article and is open, permitting the unauthorized entry of any person;
- (7) All buildings or structures which have been started, or repairs commenced, but not completed as to all exterior construction, including but not limited to completion of all exterior walls, doors, windows, roofs and any other exterior portions of any structure within one year from the date of commencement of any construction pertaining to said structure or one year from the date this article becomes effective, whichever occurs later. For purposes of this article, commencement of construction shall be deemed to have occurred ~~30 days~~ from the date of any building permit issued for said structure unless the applicant for the permit requests a later date for commencement of construction to be noted on the permit;

Comment [MB1]: Building Review Committee suggests a shorter time period.

* State law reference—Authority of municipality to regulate dangerous and substandard structures, V.T.C.A., Local Government Code, sec. 214.001 et seq.

- (8) Any ~~attractive~~ condition which may prove detrimental to children, whether in a building, on the premises of a building or upon an unoccupied lot, including but not limited to abandoned wells, shafts, basements or excavations.

(Ordinance 51, sec. 1, adopted 4/14/81)

Sec. 3.05.002 Declaration of nuisance

All substandard buildings or structures within the terms of this article which shall constitute a ~~menace threat or danger~~ to the health, morals, safety or general welfare of its occupants or of the public are declared to be public nuisances and shall be ordered to be vacated, repaired, completed or demolished as hereinafter provided. (Ordinance 51, sec. 2, adopted 4/14/81)

Sec. 3.05.003 Building standards commission established; inspections and reports by building inspector

The ~~board-of-appeals~~ Ransom Canyon Building Review Committee established by section 3.03.001 shall also act as a ~~b~~Building ~~s~~Standards ~~e~~Commission (BSC), and the building inspector shall be an ex-officio member, ~~and shall act as secretary of the building standards commission~~. It shall be the duty of the building inspector to inspect all buildings or structures reported to be or believed to be substandard and to present a report of such inspection to the building standards commission, which commission shall, except in cases of emergency as hereinafter set forth, notify the proper party of the intention of such commission to hold its hearing and follow the procedure hereinafter provided. (Ordinance 51, sec. 3, adopted 4/14/81)

State law reference—Creation of building and standards commission by municipality, V.T.C.A., Local Government Code, sec. 54.033 et seq.

Sec. 3.05.004 Abatement procedures

Substandard buildings or structures may be ordered to be and shall be vacated, repaired, completed or demolished under the following conditions, regulations and procedure:

- (1) Emergency measures. When there exists an emergency as defined in subsection (A) of this subsection (1), certain measures may be taken, notification given and procedure followed as in this subsection set forth:
 - (A) When it shall appear that a building or structure in the city is a substandard building under the terms of this article and that such building or structure or the manner of its use constitutes an immediate and serious danger to life, person or property, the condition shall be deemed a condition justifying the use of emergency measures, and the commission or a majority quorum of the commissioners may, with the consent and approval of the mayor, order one or more of the following emergency measures to be taken:
 - (i) Immediate vacation of such building, structure and/or adjoining buildings or structures;
 - (ii) Vacation of the danger area around such building or structure;

- (iii) Such emergency shoring up and bracing of walls, roofs and supports as are required to render such buildings or structures safe;
 - (iv) The destruction of such walls, roofs and supports or the entire structure or so much thereof as cannot be braced or made secure with safety;
 - (v) Post notices on or near such building or structure, or buildings or structures, notifying the public of such orders and ordering all persons to keep out of such building, buildings, structure or structures and the areas of danger surrounding it or them.
- (B) When any of the above-mentioned measures are ordered to be taken, written notice of such order shall be given to the owner of such substandard building or structure, or ~~his~~ their authorized representative, if the same shall be known. Service of the notice and order shall be made upon all persons entitled thereto, either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested, restricted to the addressee only, to each person at ~~his~~ their address as it appears on the last equalized assessment roll of the city or as known to the building inspector or the city administrator. If such certified letter is not deliverable to the addressee, service may be by publication two times within 10 consecutive days in a newspaper of general circulation within the county. If no address of any such person so appears or is known to the building inspector or the city inspector, then a copy of the notice and order shall be mailed, addressed to such person at the address of the building involved in the proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Delivery by certified mail in the manner herein provided shall be effective service three days after the date of mailing. In the event that notification would create such a delay as would materially increase the danger of life or property, then one or more of the above emergency measures may be taken simultaneously with the giving of notice provided herein.
- (C) In the event the owner or ~~his~~ their representative shall refuse or fail to carry out the emergency orders of the building standards commission or shall fail to carry out such orders satisfactorily, then, in either such event, the building standards commission, upon approval of the mayor, may proceed to carry out such order, either by private contract or through an agency of the city, and the cost thus incurred shall constitute a valid lien against the property.
- (2) Normal procedure. Where an emergency does not exist, the following steps may be taken in the condemnation of a substandard building:
- (A) When it shall come to the notice of the building standards commission that a building or structure in the city is substandard under the terms of this article, the commission may cite in writing the owner of such building or structure, or his authorized agent or representative, to appear and show cause why such building should not be declared to be a substandard building and why he should not be ordered to vacate, repair, complete or demolish such building or structure. The date of such hearing shall be not less than 10 days after such citation shall have been made.

- (B) Service shall be made in the manner set forth in subsection (1)(B) of this section.
- (C) The citation shall contain the following:
 - (i) The street address and a legal description sufficient for identification of the premises upon which the building or structure is located;
 - (ii) A statement that the building standards commission has believed the building to be substandard with a brief and concise description of the conditions found to render the building substandard under the provisions of this article;
 - (iii) A statement of the action believed necessary to render the building or structure in compliance with this article;
 - (iv) A statement of the date, time and place for hearing before the building standards commission and that the person, firm or corporation to whom the notice is directed may present any relevant evidence and will be given a full opportunity to present witnesses at such hearing.

(Ordinance 51, sec. 4, adopted 4/14/81)

Sec. 3.05.005 Standards for determinations and orders

The following standards shall be followed by the building standards commission (and by the city council if an appeal is taken) in ordering the repair, vacation, completion, demolition or removal of any substandard building or structure:

- (1) Once a structure has been found to be substandard as defined within this article, a determination must be made whether the property owner is entitled as a matter of right to the opportunity to recondition his property and thus eliminate the substandard conditions by some manner other than by demolition or removal.
 - (A) If the substandard condition can be eliminated only by demolition, removal or repairs constituting a substantial reconstruction of the structure, the property owner is not entitled as a matter of right to recondition ~~his~~ their structure and ~~may~~ be required to either demolish the structure or to remove it to an area not closer than 5,000 feet outside the corporate limits of the city, such election to be the right of the property owner.
 - (B) If the substandard condition can be eliminated by some restorative procedure other than repairs constituting a substantial reconstruction of the structure, the property owner is entitled as a matter of right to perform at his option any abatement procedure effecting compliance herewith.
- (2) If the conditions which cause the structure to be substandard are so immediately and substantially dangerous to the life, safety or property of the public as to create a dire emergency, the building standards commission may summarily abate those

Comment [MB2]: BRC recommends that the Council should discuss this portion regarding the choice of demolition or removal.

conditions and may do so by using whatever measures are necessary under the circumstances without the necessity of meeting any other standards prescribed in this section.

- (3) If the substandard building or structure can reasonably be repaired or completed so that it will no longer be in a condition which is in violation of the terms of this article, it shall be ordered repaired or completed within such time as the commission or council shall direct, which shall not be more than 90 days from the date of said order unless, for good cause shown, an extension is reasonably necessary.

(Ordinance 51, sec. 5, adopted 4/14/81)

Sec. 3.05.006 Issuance of order by building standards commission

After hearing, the building standards commission shall record its order in writing, stating specifically the measures required to be taken as shall appear reasonably necessary to prevent said building or structure from being a hazard to life or property or to eliminate said building or structure's substandard qualities. A true and correct copy of said order shall be served on the owner of the property in the fashion set forth in section 3.05.004(1)(B) and such order shall also contain a notice that the owner may appeal the decision of the building standards commission as set forth below. (Ordinance 51, sec. 6, adopted 4/14/81)

Sec. 3.05.007 Filing of appeal

(a) Right of appeal; contents. The person, firm or corporation to whom the order of the building standards commission is directed may appeal from any notice and order or any action of the building standards commission under this code by filing at the office of the city administrator, within 30 days from the date of the service of such order, a written appeal containing:

- (1) A heading in the words "Before the Town Council of the Town of Ransom Canyon."
- (2) A caption reading "Appeal of _____," giving the names of all appellants participating in the appeal.
- (3) A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the notice and order.
- (4) A brief statement in ordinary and concise language of that specific order or action protested, together with any material facts claimed to support the contentions of the appellants.
- (5) A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.
- (6) The signatures of all parties named as appellants and their official mailing addresses.
- (7) The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

(b) Presentation to council. Upon receipt of any appeal filed pursuant to this section, the city administrator shall present it at the next regular or special meeting of the city council.

(c) Scheduling and noticing appeal for hearing. As soon as practicable after receiving the written appeal, the city council shall fix a date, time and place for the hearing of the appeal by the council. Such date shall be not less than 10 days nor more than 60 days from the date the appeal was filed with the city administrator. Written notice of the time and place of the hearing shall be given at least 10 days prior to the date of the hearing to each appellant by the city administrator either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at his address shown on the appeal.

(d) Failure to file appeal. Failure of any person to file an appeal in accordance with the provisions of this section shall constitute a waiver of his right to an administrative hearing and adjudication of the notice and order, or to any portion thereof.

(e) Matters considered in hearing. Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.

(f) Stay of enforcement. Except for vacation orders made on an emergency basis, enforcement of any notice and order of the building standards commission issued under this article shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

(Ordinance 51, sec. 7, adopted 4/14/81)

Sec. 3.05.008 Procedures for conduct of appeal hearing

(a) Generally.

- (1) Record. A record of the entire proceedings shall be made by tape recording or by any other means of permanent recording determined to be appropriate by the council.
- (2) Reporting. The proceedings at the hearing shall also be reported by a court reporter if requested by any party thereto. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefor. Such fees may be established by the council but shall in no event be greater than the cost involved.
- (3) Continuances. The council may grant continuances for good cause shown.
- (4) Oaths; certification. In any proceeding under this section, the council or any member has the power to administer oaths and affirmations and to certify to official acts.
- (5) Reasonable dispatch. The council and its representatives shall proceed with reasonable dispatch to conclude any matter before it. Due regard shall be shown for the convenience and necessity of any parties or their representatives.

(b) Form of notice. The notice to the appellant shall be substantially in the following form, but may include other information:

You are hereby notified that a hearing will be held before the City Council at _____ on the _____ day of _____, 1920 ~~at~~ at the hour _____, upon the notice and order

served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by filing an affidavit therefor with the City administrator.

(c) Subpoenas.

- (1) The council may obtain the issuance and service of a subpoena for the attendance of witnesses or the production of other evidence at a hearing upon the request of a member of the council or upon the written demand of any party. The issuance and service of such subpoena shall be obtained upon the filing of an affidavit therefor which states that the witness has the desired things in his possession or under his control. A subpoena need not be issued when the affidavit is defective in any particular.
- (2) Any person who refuses without lawful excuse to attend any hearing or to produce material evidence in his possession or under his control as required by any subpoena served upon such person as provided for herein shall be guilty of a misdemeanor.

(d) Conduct of hearing.

- (1) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
- (2) Oral evidence. Oral evidence shall be taken only on oath or affirmation.
- (3) Hearsay evidence. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state.
- (4) Admissibility of evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state.
- (5) Exclusion of evidence. Irrelevant and unduly repetitious evidence shall be excluded.
- (6) Rights of parties. Each party shall have these rights, among others:
 - (A) To call and examine witnesses on any matter relevant to the issues of the hearing;
 - (B) To introduce documentary and physical evidence;
 - (C) To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
 - (D) To impeach any witness regardless of which party first called him to testify;

- (E) To rebut the evidence against him;
- (F) To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(7) Matters to be noticed.

- (A) What may be noticed. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or of official records of the council and ordinances of the city or rules and regulations of the council.
- (B) Parties to be notified. Parties present at the hearing shall be informed of the matters to be noticed, and these matters shall be noted in the record, referred to therein, or appended thereto.
- (C) Opportunity to refute. Parties present at the hearing shall be given a reasonable opportunity, on request, to refute the officially noticed matters by evidence or by written or oral presentation of authority, the manner of such refutation to be determined by the council.
- (D) Inspection of premises. The council may inspect any building or premises involved in the appeal during the course of the hearing, provided (i) the notice of such inspection shall be given to the parties before the inspection is made, (ii) the parties are given an opportunity to be present during the inspection, and (iii) the council shall state for the record upon completion of the inspection the material facts observed and the conclusions drawn therefrom. Each party then shall have a right to rebut or explain the matters so stated by the council.

(c) Method and form of decision.

- (1) Participation in decision. Where a contested case is heard before the council, no member thereof who did not hear the evidence or has not read the entire record of the proceedings shall vote on or take part in the decision.
- (2) Form of decision. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the requirements to be complied with. A copy of the decision shall be delivered to the appellant personally or sent to him by certified mail, postage prepaid, return receipt requested.
- (3) Effective date of decision. The effective date of the decision shall be as stated therein.

(Ordinance 51, sec. 8, adopted 4/14/81)

Sec. 3.05.009 Enforcement of orders

(a) Compliance.

- (1) Generally. After any order of the city council or the building standards commission made pursuant to this article shall have become final, no person to whom any such order is directed shall fail, neglect, or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a misdemeanor.
- (2) Failure to obey order. If, after any order of the city council or the building standards commission made pursuant to this article has become final, the person to whom such order is directed shall fail, neglect or refuse to obey such order, the city council may:
 - (A) Cause such person to be prosecuted under subsection (a)(1) of this section; or
 - (B) Institute any appropriate action to abate such building as a public nuisance.
- (3) Failure to commence work. Whenever the required repair or demolition is not commenced within 30 days after any final notice and order issued under this article becomes effective:
 - (A) The building inspector shall cause the building described in such notice and order to be vacated by posting at each entrance thereto a notice reading:

SUBSTANDARD BUILDING

DO NOT OCCUPY

It is a misdemeanor to occupy this building or to remove or deface this notice.

Building Inspector
Town of Ransom Canyon

- (B) No person shall occupy any building which has been posted as specified in this subsection. No person shall remove or deface any such notice so posted until the repairs, completion, demolition or removal ordered by the building standards commission or the city council has been completed and a certificate of occupancy issued pursuant to the provisions of the building code.
- (C) (i) In addition to any other remedy herein provided, if the notice and order be for ~~demolition~~-removal, the building standards commission (or the city council, if an appeal is taken), may choose either demolition or removal as desired (the property owner having waived the right to this election), and may effect the same within 10 days after notice is effective and cause the materials therefrom to be removed and the lot cleaned. Any such work shall be accomplished and the cost thereof paid and recovered in the manner hereinafter provided in this article. Any surplus realized from the abatement of a substandard property, over the cost of abatement, shall be paid over to the person or persons lawfully entitled thereto.

Comment [MB3]: and/or removal

- (ii) It is further required that the building standards commission or the city council must receive authorization from the city attorney before any demolition pursuant to this section may be effected. This authorization shall be given upon completion of a case file which shall include, but not be limited to, the following items: documents indicating the procedures specified in this article have been performed, building inspector's reports documenting the substandard conditions of the property, and photographs which also substantiate the substandard conditions of the property and corroborate the above-mentioned reports. The purpose of this file being to substantiate that the city acted within its police power limitations, such file shall be prepared so that it may be introduced as evidence into a court of law and shall be kept for that purpose. If appealed to the city council, all the building standards commission's jurisdictional facts shall be certified by the city attorney.

- (b) (1) Extension of time to perform work. Upon receipt of an application from the person required to conform to the order and an agreement by such person that he will comply with the order if allowed additional time, the building standards administrator [commission] may, in its discretion, grant an extension of time, not to exceed an additional 120 days, within which to complete said repair, completion, rehabilitation or demolition, if the building standards commission determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The building standards commission's authority to extend time is limited to the physical repair, rehabilitation, or demolition of the premises and will not in any way affect or extend the time to appeal the notice and order.
- (2) Interference with repair or demolition work prohibited. No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the city, or with any person who owns or holds any estate or interest in any building which has been ordered repaired, vacated or demolished under the provisions of this article, or with any person to whom such building has been lawfully sold pursuant to the provisions of this article, whenever such officer, employee, contractor or authorized representative of the city, person having an interest or estate in such building or structure, or [person to whom such building has been lawfully sold is engaged in] demolishing any such building pursuant to the provisions of this article, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this article.

(Ordinance 51, sec. 9, adopted 4/14/81)

Sec. 3.05.010 Performance of work by city

- (a) Procedure. When any demolition or other work is to be done pursuant to this article, the building standards commission shall cause the work to be accomplished by city personnel or by private contract under the direction of the building inspector. Plans and specifications therefor may be prepared by the building inspector, or he may employ such architectural and engineering assistance on a contract basis as he may deem reasonably necessary.

(b) Costs. The cost of such work shall be paid from the general fund and such cost shall be made a special assessment against the property involved.

(Ordinance 51, sec. 10, adopted 4/14/81)

Sec. 3.05.011 Recovery of city's costs

(a) Account of expense; filing of statement. The building inspector shall keep an itemized account of the expense incurred by the city for demolition or removal of any structure and the cleaning of the lot where the structure was located, pursuant to the provisions of this article as amended. Upon completion of this abatement, the building inspector shall prepare a statement specifying the work done, the itemized and total cost of the work, a description of the real property upon which the structure was located, and the names and addresses of the persons upon which the structure was located [sic], and the names and addresses of the persons entitled to notice pursuant to this article as amended.

(b) Report transmitted to mayor; recording. Upon completion of this statement, it shall be sent to the mayor for his signature thereon, whereupon it shall then be recorded with the county clerk as an assessment against and a lien upon the property.

(c) Lien of assessment.

(1) Priority. Immediately upon recordation, the amount assessed shall be payable, and the assessment shall be a lien against the parcel of land where the work was performed and against any remaining improvements thereon. The lien shall be subordinate only to tax liens and liens to secure the cost of street improvements after they have been so made.

(2) Interest. All such assessments remaining unpaid after 30 days from the date of recordation shall become delinquent and shall bear interest at the rate of ten percent (10%) per annum from and after said date.

Comment [MB4]: Consider "maximum allowed by law"

(d) Collection of assessment; penalties for foreclosure. For any such expenditures and interest, as aforesaid, suit may be instituted and foreclosure had in the name of the city, and the statements so made, as aforesaid, or a certified copy thereof, shall be prima facie proof of the amount expended in any such work.

(e) Repayment of money expended. All money recovered by payment of the charge or assessment, including any interest thereon, or from the sale of the property at foreclosure sale, shall be paid to the city administrator, who shall deposit and credit the same to the general fund.

(Ordinance 51, sec. 11, adopted 4/14/81)

Sec. 3.05.012 Liability

Neither the city nor any authorized agent acting under the terms of this article shall be liable or have any liability by reason of orders issued or work done in compliance with the terms of this article. (Ordinance 51, sec. 12, adopted 4/14/81)

Comment [MB5]: This would include the following? Building Review Committee, Building Standards Commission, Building Inspector?

Sec. 3.05.013 Court action

It shall be the duty of the city attorney to enforce the orders of the building standards commission or the city council upon appeal by filing action in the appropriate court of this state, when so authorized by the city council. (Ordinance 51, sec. 13, adopted 4/14/81)

Sec. 3.05.014 Violations; penalty

Any person who shall willfully use or fail to leave a building which has been ordered vacated under the terms of this article or who shall enter an area around such building that has been declared to be dangerous and notice of which declaration shall have been posted, and/or any person who shall interfere with or hinder the vacation, repair, completion or demolition of any building under the terms of this article, and/or any person who shall fail to comply with a final order of the building standards commission, or on appeal the city council, shall be deemed guilty of a misdemeanor and shall be subject to a fine not to exceed the state mandated maximum and upon conviction shall be fined in any sum not to exceed the state mandated maximum and each and every day's violation shall constitute a separate and distinct offense. In case the owner or occupant of any substandard building ordered vacated, repaired, completed or demolished under the terms of this article shall be a corporation and shall violate any provisions of this article, the president, vice-president, secretary, and treasurer of such corporation or any managing agent or employee of such corporation shall be also severally liable for the penalties herein provided. (Ordinance 51, sec. 14, adopted 4/14/81; Ordinance 180, sec. 1, adopted 3/13/02)

ACTION ITEM: #8

Seal Coat Services

Contract

**SECTION 00520RA – AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between City of Ransom Canyon ("Owner") and
CDM Holdings LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in Contract Documents. Work is generally described as new Chip-Seal seal coat, including binder and precoated aggregate, as specified.

ARTICLE 2 – THE PROJECT

- 1.02 Project for which Work under Contract Documents may be the whole or only a part is generally described as seal coating of indicated streets for the 2018 Group Seal Coat Program.

ARTICLE 3 – ENGINEER

- 3.01 Project has been designed by Parkhill, Smith & Cooper Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in Contract Documents in connection with the completion of the Work in accordance with Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Days to Achieve Substantial Completion and Final Payment
- A. Contractor Agrees to commence work within 10 days after Notice to Proceed is received, and to substantially complete the work on or before September 1, 2018.
- 4.02 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if Work is not completed within the times specified in Article 4.01, plus any extensions thereof allowed in accordance with Article 12 of General Conditions. Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Owner may withhold permanently from the Contractor's total compensation, \$250.00 for each day that expires after September 1, 2018. Liquidated damages will be split proportionately, as determined by the Engineer, between all entities in which work has not been performed by the Completion Date of September 1, 2018. Liquidated damages will accrue on a calendar day basis until work is completed for each city or county.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant below:

Cleaning and seal coating certain streets for the 2018 Group Seal Coat Program for the Total Bid Price of:

UNIT PRICE WORK					
NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
BASE BID					
1	Chip Seal seal coat, including binder and precoated aggregate, as specified, complete in place, at a unit price per square yard of placed and completed cover	SY	31,882	\$2.25	\$71,734.50

TOTAL OF ALL UNIT PRICES SEVENTY ONE THOUSAND SEVEN HUNDRED THIRTY FOUR Dollars And FIFTY Cents (\$ 71,734.50).

BASE BID: X AWARDED NOT AWARDED

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Article 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Article 14.07.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 To induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or

subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Article SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Article SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings, if any, identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Article 7.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Contractor's executed Bid Form.
 - 2. This Agreement.
 - 3. Performance Bond.
 - 4. Payment Bond.
 - 5. General Conditions.
 - 6. Supplementary Conditions.
 - 7. Specifications as listed in the Table of Contents of the Project Manual.
 - 8. Drawings bearing the following general title: 2018 Group Seal Coat.

-
9. Addenda (numbers 00 to 00, inclusive).
 10. Documentation submitted by Contractor prior to Notice of Award.
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - B. The documents listed in Article 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed in this Article 8.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in Article 3.04 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Article 9.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or an arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor signed this Agreement. Counterparts were delivered to Owner and Contractor. All portions of Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective _____ (Effective Date of the Agreement).

OWNER:

CITY OF RANSOM CANYON

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

24 Lee Kitchens Drive

Ransom Canyon, Texas 79366

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR:

CDM HOLDINGS LLC

By: _____

Title: _____

(If Contractor is corporation, partnership, or joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

PO Box 697

737 State Highway 98

New Boston, Texas 75570

License No.: _____

(Where applicable)

NOTE TO USER: Use where applicable or required.

Agent for service of process:

ACTION ITEM: #9

**Aerial Mosquito
Spraying Agreement**

**INTERLOCAL COOPERATIVE PURCHASE AFFILIATE AGREEMENT
(City of Plainview)**

WHEREAS, the City of Plainview, a home rule city, sought to obtain a contract for aerial mosquito spraying service by competitive procurement in compliance with chapter 252 of Texas Local Government Code, to-wit: that certain contract between the City of Plainview (hereafter, "Plainview") and Vector Disease Control International (hereafter, "Contractor"), dated on or about August 14, 2018 (hereafter, "Master Agreement"); and,

WHEREAS Town of Ransom Canyon (hereafter, "Affiliate") a Texas municipality, desires to obtain aerial mosquito spraying service upon the same terms as in the Master Agreement; and,

WHEREAS, Plainview and Contractor are willing to allow Affiliate to obtain service upon the terms contained in the Master Agreement and this Affiliate Agreement; and,

WHEREAS this agreement is entered into by Affiliate and Plainview pursuant to the authority and terms of Chapter 791, Texas Government Code, to obtain the benefits and efficiencies that can accrue to cooperating governments, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services;

NOW, THEREFORE, Plainview and Affiliate agree as follows:

1. Disclaimer of Express and Implied Warranties; No Guarantor

Plainview makes NO EXPRESS WARRANTY AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING WARRANTY OF MERCHANTABILITY (AS TO PLAINVIEW'S OR CONTRACTOR'S GOODS OR SERVICES), FITNESS OF GOODS OR SERVICES FOR ANY PARTICULAR PURPOSE, OR AS TO THE SAFETY OF CHEMICALS OR THE BUSINESS PRACTICES OR SAFETY OF CONTRACTOR. Affiliate is on notice that it must satisfy itself that: (i) the procurement process and contract terms of Plainview are suitable and lawful for the Affiliate based on its legal status and requirements (i.e., home rule or general law); and (ii) that it is in Affiliate's best interests to do business with Contractor. Any applicable warranty is that of the Contractor, chemical manufacturer, or the manufacturer of the aircraft and equipment, except to the extent any such warranty may have been disclaimed or limited in other documents. Plainview is not a guarantor or insurer of either the Affiliate's or Contractor's respective services, goods, payments, or performance (by act or omission) of one toward the other.

2. Specific Terms

A. By this reference, the Master Agreement is incorporated into this Affiliate Agreement as though it were stated here verbatim. By signing below, Affiliate accepts the terms of and agrees to perform the Master Agreement. Moreover, in addition to the Master Agreement, Affiliate also agrees to be bound by the further terms of this Affiliate Agreement.

B. Affiliate is solely responsible for initiating this Affiliate Agreement with Plainview and Contractor, and for establishing a direct relationship with Contractor. Affiliate and Contractor shall directly arrange all business, financial, and operational details between themselves (such as but not limited to: documents; invoices; payments; chemical purchase, storage, and application; details of spraying operations, compliance with Master Agreement, etc.) Plainview shall not act as a facilitator or conduit for communications, payments, or any other purpose as between Affiliate and Contractor. Except as provided in Section 2.C., the sole extent of involvement by Plainview is limited to procuring the Master Agreement and services of Contractor for Plainview's own purposes and benefits, and it has

now consented to make available the opportunity to Affiliate and Contractor to engage in separate similar work as they may mutually agree and see fit to do, as between themselves.

C. Plainview will allow Affiliate and Contractor to store (and load on Contractor's aircraft) the approved pesticide chemicals needed for Affiliate's spraying program, at Plainview's Tier II environmental storage facility, subject to these conditions:

(1) Affiliate promptly provides Plainview notice of its intention to do so, the chemical name, and quantity prior to delivery, and thereafter on an annual basis (so that Plainview may timely perform its obligations for environmental regulatory reporting and fire safety).

(2) To abide by all directions and policy of Plainview as to the storage and use of chemicals at its facility as exist now or may be issued in the future.

(3) That Plainview may order the removal of Affiliate's/Contractor's chemicals from the Plainview facility at any time Plainview in its sole discretion deems such chemicals or their handling by Affiliate or Contractor to pose an unacceptable legal, environmental, or health risk to Plainview. Upon order to remove, Affiliate and Contractor shall comply within seven (7) days. Thereafter, any chemicals remaining are deemed to be abandoned and may be disposed of by Plainview in any manner it deems appropriate to its best interest.

3. Public Benefit & Purpose

Per Chapter 791, The respective governing body of each party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and, that the division of any costs fairly compensates the performing party for the services performed under this Agreement; and, the performance of this Agreement is in the common interest of both parties.

4. Current Revenues

Per Chapter 791, both the party performing a service and the party paying for the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to that party.

5. Liability

The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function or services described. This agreement does not create any right, benefit, or cause of action for any third party. By this Agreement neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in contracting or the exercise of governmental powers and functions. Each Party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

6. Effective Date & Term

This Agreement shall become effective on the first day after it has received approval of both governing bodies and been signed by all signatories. This Agreement shall remain in full force and effect for a term of one (1) year from the effective date hereof. This Agreement shall automatically be

renewed for additional one-year terms unless and until a Party cancels it by giving thirty (30) days written notice to the other Party.

7. Contacts

The point of contact for each Party shall be as specified in the space below:

Affiliate	Plainview	Contractor
Town of Ransom Canyon____	Timothy Crosswhite_____	_____
24 Lee Kitchens Drive_____	901 Broadway_____	_____
Ransom Canyon, TX 79366	Plainview TX 79072_____	_____
(806) 829-2470_____	806-296-1150_____	_____

8. Severance & Survival

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 1 through 2, inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

9. Amendments

This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this Affiliate Agreement and the Master Agreement, then the terms of this Affiliate Agreement shall control to the extent of the conflict.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers on the date written below.

AFFILIATE MUNICIPALITY

_Town of Ransom Canyon, TEXAS

CITY OF PLAINVIEW, TEXAS

By: Jana Trew

By: _____

Title: Mayor Pro Tem

Title: Jeffrey Snyder, City Manager

Date: August 14, 2018

Date: _____

CONTRACTOR

VECTOR DISEASE CONTROL INTERNATIONAL

By: _____

Title: _____

Date: _____

TOWN OF RANSOM CANYON

24 LEE KITCHENS DRIVE
RANSOM CANYON, TEXAS 79366-2299
(806) 829-2470 • FAX (806) 829-2680

August 14, 2018

Vector Disease Control International
Attn: Malcom Williams, Aerial Division Manager
PO Box 566
Dewitt, Arkansas 72042

Dear Vector Disease Control International:

I, Jana Trew, serving as the Mayor Pro Tem for the Town of Ransom Canyon and the Town's vector control boundaries, hereby authorize Vector Disease Control International to apply insecticides approved and labeled for mosquito control use over the Town of Ransom Canyon by low flying aircraft, for the contract period of our affiliate agreement with the City of Plainview, Texas.

Sincerely,

Jana Trew
Mayor Pro Tem

ACTION ITEM: #10

Property Tax Rate

LUBBOCK CENTRAL APPRAISAL DISTRICT

CERTIFICATION OF ANTICIPATED COLLECTION RATE AND
EXCESS DEBT COLLECTIONS THIS 30TH DAY OF JULY, 2018

Town of Ransom Canyon
TAXING UNIT

I, Tim Radloff, Tax Assessor/Collector for the above named jurisdiction, solemnly swear that the anticipated collection rate projection and excess debt collections shown below are true and correct to the best of my knowledge.

2018 Anticipated Collection Rate 100%

2017 Excess Debt Collections \$ 0



Tim Radloff
Tax Assessor/Collector

2018 EFFECTIVE AND ROLLBACK TAX RATE CALCULATION

TAXING UNIT: TOWN OF RANSOM CANYON

DATE PREPARED: July 27, 2018

2017 TAX LEVY INFORMATION

2017 ADJUSTED TAXABLE VALUE	137,120,126
2017 25.25(d) ONE-THIRD OVER APPRAISAL CORRECTIONS	63,988
2017 M & O TAX RATE	0.538812
2017 I & S TAX RATE	0.074121
2017 TOTAL RATE	<u>0.612933</u>

2017 VALUE INFORMATION

2017 TAXABLE VALUE LOST DUE TO COURT ORDER:		
A. ORIGINAL 2017 ARB VALUE	0	
B. LESS: 2017 VALUES AFTER FINAL COURT DECISION	<u>0</u>	
C. 2017 VALUE LOSS		0
2017 TAXABLE VALUE OF PROPERTY DEANNEXED		0
2017 TAXABLE VALUE LOST-FIRST QUALIFIED FOR AN EXEMPTION		
A. ABSOLUTE EXEMPTIONS: 2017 MARKET VALUE	0	
B. PARTIAL EXEMPTIONS	<u>284,837</u>	
2017 TAXABLE VALUE LOST-FIRST QUALIFIED FOR AN EXEMPTION		284,837
2017 TAXABLE VALUE-FIRST QUALIFIED FOR SPECIAL USE		
2017 MARKET VALUE	0	
2018 PRODUCTIVITY OR SPECIAL APPRAISED VALUE	<u>0</u>	
2017 TAXABLE VALUE-FIRST QUALIFIED FOR SPECIAL USE		0

2018 VALUE INFORMATION

TOTAL 2018 TAXABLE VALUE ON THE 2018 CERTIFIED ROLL TODAY		
A. CERTIFIED VALUES	140,938,973	
B. PLUS RAILROAD ROLLING STOCK (COUNTY ONLY)	0	
C. LESS POLLUTION CONTROL & ENERGY STORAGE EXEMPTION	N/A	
D. LESS TAX INCREMENT FINANCING CAPTURED APPRAISED	0	
VALUE (Excludes new improvement value located in the TIF District)		
E. TOTAL 2018 VALUE		<u>140,938,973</u>
TOTAL VALUE OF PROPERTIES UNDER PROTEST OR NOT INCLUDED ON THE CERTIFIED APPRAISAL ROLL		
A. 2018 TAXABLE VALUES OF PROPERTIES UNDER PROTEST	353,288	
B. 2018 VALUE OF PROPERTIES WITHHELD	<u>0</u>	
2018 TAXABLE VALUE OF PROPERTY UNDER PROTEST/NOT CERTIFIED		353,288
2018 TAXABLE VALUE ON THE 2018 CERTIFIED APPRAISAL ROLL TODAY		<u>141,292,261</u>
2018 TAXABLE VALUE OF PROPERTY ANNEXED		0
2018 TAXABLE VALUE OF NEW IMPROVEMENTS & NEW PERSONAL PROPERTY LOCATED IN NEW IMPROVEMENTS. New means the item was not on the appraisal roll in 2017. An improvement is a building, structure, fixture or fence erected on or affixed to land. This also includes new additions to existing improvements. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2017, and be located in a new improvement. New improvements include property on which a tax abatement agreement has expired for 2018.		1,324,065

OTHER INFORMATION FOR RATE CALCULATION

2018 DEBT SERVICE REQUIREMENT		
A. 2018 DEBT AMOUNT	102,500	
B. SUBTRACT AMOUNT PAID FROM UNENCUMBERED FUNDS	0	
C. SUBTRACT AMOUNT PAID FROM OTHER RESOURCES	<u>0</u>	
ADJUSTED 2018 DEBT SERVICE REQUIREMENT		102,500
2018 ANTICIPATED COLLECTION RATE		100%
2017 EXCESS DEBT COLLECTIONS		0
TAXES REFUNDED FOR YEARS PRECEDING 2017 - Types of refunds include court decisions, Tax Code Section 25.25(c) corrections and Tax Code Section 31.11 payment errors. This line applies only to tax years preceding tax year 2017.		4,287.00
SALES TAX REVENUE FOR PREVIOUS FOUR QUARTERS		11,000
2018 ADJUSTMENT FOR TRANSFERRING FUNCTIONS		0

2018 EFFECTIVE TAX RATE CALCULATION

The effective tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the effective tax rate should decrease.

TAXING UNIT: TOWN OF RANSOM CANYON

DATE PREPARED:

July 27, 2018

1.	2017 TOTAL TAXABLE VALUE-ADJUSTED - 2017 Taxable value on the 2017 tax roll today. Include any adjustments since last year's certification, exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This includes the taxable value of homesteads with tax ceilings and the captured value for tax increment financing.	137,184,114
2.	2017 TAXABLE VALUE OF OVER-65 AND DISABLED WITH TAX CEILING - Total taxable value of homesteads with tax ceiling of homeowners age 65 or older or disabled.	0
3.	PRELIMINARY 2017 ADJUSTED TAXABLE VALUE - Subtract Line 2 from Line 1.	137,184,114
4.	2017 TOTAL ADOPTED TAX RATE	0.61293
5.	2017 TAXABLE VALUE LOST DUE TO COURT APPEALS OF ARB DECISIONS	0
6.	2017 TAXABLE VALUE, ADJUSTED FOR COURT-ORDERED REDUCTIONS - Add Line 3 and Line 5.	137,184,114
7.	2017 TAXABLE VALUE OF PROPERTY DEANNEXED AFTER 1/1/2017	0
8.	2017 TAXABLE VALUE LOST BECAUSE PROPERTY FIRST QUALIFIED FOR AN EXEMPTION IN 2018	284,837
9.	2017 TAXABLE VALUE LOST BECAUSE PROPERTY FIRST QUALIFIED FOR SPECIAL USE VALUATION IN 2018	0
10.	TOTAL ADJUSTMENTS FOR LOST VALUE - Add Lines 7, 8 and 9.	284,837
11.	2017 ADJUSTED TAXABLE VALUE - Subtract Line 10 from Line 6.	136,899,277
12.	ADJUSTED 2017 TAX LEVY - Multiply Line 4 by Line 11 and divide by 100.	839,101
13.	TAXES REFUNDED FOR YEARS PRECEDING TAX YEAR 2017	4,287
14.	TAXES IN TAX INCREMENT FINANCING FUND FOR 2017	0
15.	ADJUSTED 2017 TAXES WITH REFUNDS - Add Lines 12 and 13, subtract Line 14.	843,388
16.	2018 TAXABLE VALUE ON THE 2018 APPRAISAL ROLL	140,938,973
17.	2018 TAXABLE VALUE OF PROPERTIES UNDER PROTEST OR NOT INCLUDED ON CERTIFIED APPRAISAL ROLL	353,288
18.	2018 TAXABLE VALUE OF OVER-65 AND DISABLED WITH TAX CEILING	N/A
19.	2018 TOTAL TAXABLE VALUE - Add Line 16 and 17. Subtract Line 18.	141,292,261
20.	2018 TAXABLE VALUE OF PROPERTY ANNEXED AFTER 1/1/2017	0
21.	2018 TAXABLE VALUE OF NEW IMPROVEMENTS AND NEW PERSONAL PROPERTY LOCATED IN NEW IMPROVEMENTS	1,324,065
22.	TOTAL ADJUSTMENTS TO 2018 TAXABLE VALUE - Add Lines 20 and 21.	1,324,065
23.	2018 ADJUSTED TAXABLE VALUE - Subtract Line 22 from Line 19.	139,968,196
24.	2018 EFFECTIVE TAX RATE - Divide Line 15 by Line 23 and multiply by \$100.	0.602556

2018 ROLLBACK TAX RATE CALCULATION

The rollback rate is split into two separate rates: 1. Maintenance and Operations (M&O): The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus eight percent. This rate accounts for such things as salaries, utilities and day-to-day operations. 2. Debt: The debt tax rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

TAXING UNIT: TOWN OF RANSOM CANYON

DATE PREPARED:

July 27, 2018

26. 2017 MAINTENANCE AND OPERATIONS TAX RATE per \$100 of value	0.538812
27. 2017 ADJUSTED TAXABLE VALUE - Enter the amount from Line 11.	136,899,277
28. 2017 MAINTENANCE AND OPERATIONS TAX LEVY - Adjusted for M&O taxes refunded and transferring function.	752,398
29. 2018 ADJUSTED TAXABLE VALUE - Line 23 from Effective Rate Worksheet.	139,968,196
30. 2018 EFFECTIVE MAINTENANCE AND OPERATIONS RATE - Divide Line 28 by Line 29 and multiply by \$100.	0.537549
31. 2018 ROLLBACK MAINTENANCE AND OPERATIONS RATE - Line 30 X 1.08.	0.580552
32. TOTAL 2018 DEBT TO BE PAID WITH PROPERTY TAXES AND SALES TAX REVENUE	102,500
33. CERTIFIED 2017 EXCESS DEBT COLLECTIONS	0
34. ADJUSTED 2018 DEBT - Subtract Line 33 from Line 32.	102,500
35. CERTIFIED 2018 ANTICIPATED COLLECTION RATE - Certified by the collector.	100%
36. 2018 DEBT ADJUSTED FOR COLLECTIONS - Divide Line 34 by Line 35.	102,500
37. 2018 TOTAL TAXABLE VALUE - Line 19 from Effective Tax Rate Worksheet.	141,292,261
38. 2018 DEBT TAX RATE - Divide Line 36 by Line 37 and multiply by \$100.	0.072544
39. 2018 ROLLBACK TAX RATE - Add Lines 31 and 38.	0.653096

2018 ADDITIONAL SALES TAX RATE WORKSHEET

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by elections must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its rollback tax rate to offset the expected sales tax revenue.

41. STATE COMPTROLLERS ESTIMATE OF TAXABLE SALES	N/A
42. SALES TAX REVENUE - Previous four quarters.	11,000
43. 2018 TOTAL TAXABLE VALUE - Line 37 from Rollback Rate Worksheet.	141,292,261
44. SALES TAX ADJUSTMENT RATE - Divide Line 42 by Line 43 and multiply by \$100.	0.007785
45. 2018 EFFECTIVE TAX RATE UNADJUSTED FOR SALES TAX - Line 24 from Effective Tax	0.602556
46. 2018 EFFECTIVE TAX RATE ADJUSTED FOR SALES TAX - Skip to Line 47 if the additional	N/A
47. 2018 ROLLBACK TAX RATE UNADJUSTED FOR SALES TAX - Line 39 from Rollback Tax	0.653096
48. 2018 ROLLBACK TAX RATE ADJUSTED FOR SALES TAX - Subtract Line 44 from Line 47.	0.645311

WATER METER AUDIT INFORMATION TOWN OF RANSOM CANYON

JULY 2018

LUBBOCK MASTER METER READ
MONTHLY BILLING CYCLE
11,168,000 9,672,000

LUBBOCK BILLED USAGE	9,606,000
RANSOM CANYON BILLED USAGE	8,526,000
CITY UNBILLED USAGE	105,000
FIRE DEPARTMENT UNBILLED USAGE	400
LINE FLUSHING UNBILLED USAGE	100,350
POTENTIAL WATER LOSS	874,250

ACTUAL AND OPPORTUNITY COST OF WATER LOSS

	LBB METER MONTHLY	LBB METER BILL CYCLE	LBB BILLED USAGE	RC BILLED USAGE	TOTAL UNBILLED USAGE	WATER LOSS	ACTUAL LOSS	OPPORTUNITY LOSS
January	5,638,000	5,469,000	5,522,000	3,549,000	198,000	1,775,000	\$ 7,224.25	\$ 12,584.75
February	4,898,000	5,654,000	5,593,000	4,236,000	112,900	1,244,100	\$ 5,063.49	\$ 8,820.67
March	6,835,000	6,185,000	6,079,000	5,179,000	157,500	742,500	\$ 3,021.98	\$ 5,264.33
April	7,696,000	7,897,000	7,918,000	5,605,000	61,700	2,251,300	\$ 9,162.79	\$ 15,961.72
May	10,197,000	8,602,000	8,597,000	8,479,000	238,000	-120,000	\$ (488.40)	\$ (850.80)
June	9,707,000	9,889,000	9,869,000	7,352,000	69,000	2,448,000	\$ 9,963.36	\$ 17,356.32
July	11,168,000	9,672,000	9,606,000	8,526,000	205,750	874,250	\$ 3,558.20	\$ 6,198.43
August						0	\$ -	\$ -
Sept							\$ -	\$ -
October							\$ -	\$ -
November						0	\$ -	\$ -
December						0	\$ -	\$ -
TOTAL	56,139,000	53,368,000	53,184,000	42,926,000	1,042,850	9,215,150	\$ 37,505.66	\$ 65,335.41

Opportunity Loss:

Jan 2014 - dollars based on \$5.95/1,000 gallons.
Feb 2014 - dollars based on \$6.41/1,000 gallons
Jan 2015 - dollars based on \$6.75/1,000 gallons
Jan 2016 - dollars based on \$7.09/1,000 gallons
Jan 2017 - dollars based on 7.09/1,000 gallons

Actual Loss:

Jan 2014 - dollars based on \$3.49/1,000 gallons
Jan 2015 - dollars based on \$3.68/1,000 gallons
Jan 2016 - dollars based on \$3.86/1,000 gallons
Jan 2017 - dollars based on \$4.07/1,000 gallons
Jan 2018 - dollars based on \$4.07/1,000 gallons