

Attachment A

COBRA Continuation of Coverage (COC) Rights

Introduction. You're getting this notice because you have recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA Continuation of Coverage (COC), which is a temporary extension of coverage under the Plan. This notice explains COBRA Continuation of Coverage, when it may become available to you and your family and what you need to do to protect the right to receive it. When you become eligible for COBRA Continuation of Coverage, you may also become eligible for other coverage options that may cost less than COBRA Continuation of Coverage.

The right to COBRA Continuation of Coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA Continuation of Coverage can become available to you and other members of your family when your group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan booklet or contact TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out of pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA Continuation of Coverage? COBRA Continuation of Coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA Continuation of Coverage must be offered to each person who is a "qualified beneficiary." You, your spouse and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA Continuation of Coverage may be required to pay for coverage depending on the policy of your Employer.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of either one of the following qualifying events:

1. Your hours of employment are reduced; or
2. Your employment ends for any reason other than your gross misconduct.

If you're the spouse of the employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of any of the following qualifying events:

1. Your spouse dies;
2. Your spouse's hours of employment are reduced;
3. Your spouse's employment ends for any reason other than his or her gross misconduct;
4. Your spouse becomes entitled to Medicare benefits (under Part A, Part B and/or Part C); or
5. You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of any of the following qualifying events:

1. The parent-employee dies;
2. The parent-employee's hours of employment are reduced;
3. The parent-employee's employment ends for any reason other than his or her gross misconduct;
4. The parent-employee becomes entitled to Medicare benefits (Part A, Part B and/or Part C);
5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the Plan as a "dependent child."

Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer. The employer may not change its decision on whether or not a termination was for gross misconduct later than the forty-fifth (45th) day after the date employment terminated or the date a COBRA Continuation of Coverage election notice was mailed to the employee, whichever is earlier. Any determination of gross misconduct shall be based on events that occurred prior to the termination of employment.

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer, and that bankruptcy results in the loss of coverage for any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

Please note that COBRA Continuation of Coverage does not include any life benefits. If you had voluntary life coverage, you may convert it to an individual policy within thirty-one (31) days of your qualifying event. Contact your employer's human resources office for more information and conversion forms.

When is COBRA Continuation of Coverage available? The Plan will offer COBRA Continuation of Coverage to qualified beneficiaries only after IEBP has been notified that a qualifying event has occurred. The Employer must notify IEBP of the following qualifying events:

1. The end of employment or reduction of hours of employment;
2. Death of the employee;
3. Commencement of a proceeding in bankruptcy with respect to the employer; or
4. The employee's becoming entitled to Medicare benefits (under Part A, Part B and/or Part C).

You must give notice of some Qualifying Events. For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify IEBP within sixty (60) days after the qualifying event occurs. You must provide notice to: TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

How is COBRA Continuation of Coverage provided? Once IEBP receives notice that a qualifying event has occurred, COBRA Continuation of Coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA Continuation of Coverage. Covered employees may elect COBRA Continuation of Coverage on behalf of their spouses, and parents may elect COBRA Continuation of Coverage on behalf of their children.

COBRA Continuation of Coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (Part A, Part B and/or Part C), your divorce or legal separation or a dependent child's losing eligibility as a dependent child, COBRA Continuation of Coverage lasts for up to a total of thirty-six (36) months. When the qualifying event is the end of the employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than eighteen (18) months before the qualifying event, COBRA Continuation of Coverage for qualified beneficiaries other than the employee lasts until thirty-six (36) months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA Continuation of Coverage for his spouse and children can last up to thirty-six (36) months after the date of Medicare entitlement, which is equal to twenty-eight (28) months after the date of the qualifying event (thirty-six (36) months minus eight (8) months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA Continuation of Coverage generally lasts for only up to a total of eighteen (18) months. There are three (3) ways in which this eighteen (18) month period of COBRA Continuation of Coverage can be extended.

Active Duty Reservists extension of COBRA Continuation of Coverage. If covered by the Plan as an employee at the time of call to active duty, active duty reservists or guard members and their covered dependents can maintain eligibility on the Plan for up to twenty-four (24) months as prescribed by and subject to the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). The date on which the person's absence begins is the qualifying event for COBRA Continuation of Coverage (COC) to be offered to the reservist or guard member.

If a fire fighter or police officer is called to active duty for any period, the Employer must continue to maintain any health, dental, or life coverage received on the date the fire fighter or police officer was called to active military duty until the Employer receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Such instruction shall be provided no later than sixty (60) days following the Qualifying Event. If no such instruction is given, then coverage will terminate on the sixty-first (61st) day, which shall then become the Qualifying Event for COBRA Continuation of Coverage purposes. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.

In administering this coverage, IEBP will follow the time guidelines of COBRA Continuation of Coverage under 42 U.S.C.A.300bb-1 *et seq.* To qualify for this coverage, the employee must give written notice to the Employer within sixty (60) days of the qualifying event. The Employer member must notify IEBP that an employee has been called to active duty and submit a copy of the Employer member's active reservist policy to IEBP.

Disability extension of COBRA Continuation of Coverage. If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify IEBP within sixty (60) days of that determination, you and your entire family may be entitled to receive up to an additional eleven (11) months of COBRA Continuation of Coverage for a total maximum of twenty-nine (29) months. The disability must start at some time before the sixtieth (60th) day of COBRA Continuation of Coverage and must last at least until the end of the eighteen (18) or twenty-four (24) month period of COBRA Continuation of Coverage. You may contact TML MultiState IEBP about a disability determination at 1821 Rutherford Lane, Suite #300, Austin, Texas 78754 or by telephone (800) 282-5385.

Second Qualifying Event extension of COBRA Continuation of Coverage. If your family experiences another qualifying event while receiving eighteen (18) or twenty-four (24) months of COBRA Continuation of Coverage, the spouse and dependent children in your family can get up to eighteen (18) additional months of COBRA Continuation of Coverage, for a maximum of thirty-six (36) months, if IEBP is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA Continuation of Coverage if the employee or former employee dies, becomes entitled to Medicare benefits (Part A, Part B and/or Part C) gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child. This extension is available only if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation of Coverage? Yes. Instead of enrolling in COBRA Continuation of Coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA Continuation of Coverage. You can learn more about many of these options at www.healthcare.gov.

Adding Dependents. If you are a COBRA Continuation of Coverage participant, you have the same rights to add dependents to your COBRA Continuation of Coverage as an active covered employee. For example, you may add dependents to your COBRA Continuation of Coverage within thirty-one (31) days of marriage or sixty (60) days of the birth, adoption or placement for adoption of a child. Also, you may add dependents to your COBRA Continuation of Coverage during your Employer's Open Enrollment. However, these dependents who were not covered under the Plan before your qualifying event occurred are not qualified beneficiaries and do not have individual COBRA Continuation of Coverage rights, except for children added within sixty (60) days of birth, adoption or placement for adoption. Children added to your COBRA Continuation of Coverage within sixty (60) days of birth, adoption or placement for adoption are qualified beneficiaries and have their own COBRA Continuation of Coverage rights.

If you have questions. Questions concerning your Plan or your COBRA Continuation of Coverage rights should be addressed to the contact or contacts identified below. State and local government employees seeking more information about their rights under COBRA Continuation of Coverage, the Health Insurance Portability and Accountability Act (HIPAA) and other laws affecting group health plans, can contact the U.S. Department of Health and Human Services' Centers for Medicare and Medicaid Services at:

- ▶ http://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra_fact_sheet.html; or
- ▶ <http://www.cms.gov/CCIIO/Resources/Forms-Reports-and-Other-Resources/index.html#COBRA>

Keep Your Plan Informed of Address Changes. In order to protect your family's rights, you should keep IEBP informed of any changes in addresses of family members. You should also keep a copy, for your records, of any notices you send to your Employer and IEBP.

Helpful Resources

Resource	Contact Information and Accessible Hours
TML MultiState Intergovernmental Employee Benefits Pool (IEBP) -	Physical: 1821 Rutherford Lane, Suite 300 Austin, Texas 78754 Mailing: PO Box 149190 Austin, Texas 78714-9190
Customer Care Helpline-----	(800) 282-5385 8:30 AM - 5:00 PM Central Visit www.iebp.org ▶ click on the "Login" button ▶ click on "Online Customer Care" under the "My Tools" menu ▶ click on "Send a Secure Email" ▶ 8:30 AM - 5:00 PM Central
Secured Customer Care E-mail: Medical-----	dental-mail@iebp.org
Secured Customer Care E-mail: Dental-----	
Provider Benefit Information Portal: Provider information can be found under the Provider Services menu. Member specific information such as Eligibility, Claims, Summary of Benefits and Coverage, Provider Coding Guidelines, Medication Therapy Management Guide, Member Rights and Responsibilities, Provider/Member Appeal Rights and IEBP Quality Improvement Plan information is also available.	Visit www.iebp.org ▶ to register, click on the "Sign Up" link under the provider section ▶ to login, click on the "Login" button at the top right hand side of the screen
TML MultiState IEBP Internet Website-----	www.iebp.org Twenty-four (24) hrs
MyIEBP Mobile Access -----	iPhone—App Store, Droid—Google Play, All other Phones— www.iebp.org Twenty-four (24) hrs
Information on how IEBP evaluates new technology for inclusion as a covered benefit	Visit www.iebp.org ▶ click on "About Us" ▶ click on "Technology"
Medical Authorizations -----	(800) 847-1213 8:30 AM - 5:00 PM Central
Professional Health Coaches: Professional Health Coaches will answer basic health and medication questions and assist Covered Individuals with the Healthy Initiatives Incentive Program. Covered Individuals may enroll in professional health coaching.	(888) 818-2822 9:30 AM - 6:00 PM Central or Scheduled Appt.
Translation Line -----	(800) 385-9952 translation_cc@iebp.org
Where to Mail Paper Medical Claims-----	TML MultiState IEBP PO Box 149190 Austin, Texas 78714-9190
After Hours and/or Weekend Medical and Mental Healthcare Emergencies-----	Call 911 or immediately go to the emergency department.
IEBP Performance Improvement Plan -----	Visit www.iebp.org ▶ click on the "Login" button ▶ click on "My Tools" ▶ click on "Quality Improvement Program"

ACTION ITEM: #11

**Approval of Flexible
Spending Account
through TML**

FLEXIBLE SPENDING ARRANGEMENT (FSA) ACCOUNT - QE GRACE PERIOD

Town of Ransom Canyon

Benefit Service Specialist: Heather VonGonten

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

PM Central or
Scheduled
Appt.

Translation Line:

(800) 385-9952 |
translation_ccemail@iebp.org

Where to Mail Paper Medical Claims:

TML MultiState IEBP
PO Box 149190 | Austin, Texas 78714-
9190

After Hours and/or Weekend Medical and Mental
Healthcare Emergencies:

Call 911 or immediately go to the
emergency department.

Service Agreement for Plan Administrator

This SERVICE AGREEMENT between the , (Plan Sponsor) and TML MultiState Intergovernmental Employee Benefits Pool, (Plan Administrator) will be effective on 10/01/2018.

WITNESSETH:

Section I

The Plan

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

Section II

The Plan Administrator

1. The Plan Administrator shall provide consulting services, and shall assist the Plan Sponsor in the administration of the Flexible Benefits Plan.

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

Section III

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

1. Any covered person may make application for benefits from the Plan as provided by the Plan upon the form or forms provided by the Plan Administrator. The applicant shall fully and truthfully complete such application for benefits and the applicant shall supply all such pertinent information including copies of paid receipts, as may be required under the Section 125 rules and specified by the Plan Administrator.
2. The Plan Administrator shall accept copies of any application for benefits made in the appropriate manner shall duly investigate and verify the statements made on the application and determine benefit eligibility. If

the facts as stated in such application entitle the covered person to receive payment of benefits from the Plan, the Plan Administrator shall forthwith arrange for the proper payment.

3. Claim filings shall be mailed/faxed to the person or department designated by the Plan Administrator. If appropriate, claims could be submitted through the debit card transaction. Claims checks are processed each week. During the last month, eligible claims of any amount shall be processed by the Plan Administrator.
4. All Plan benefits processed by the Plan Administrator shall be mailed to the qualified Plan Participant within ten (10) days of approval.

If the Plan Administrator finds that the Plan Participant is not entitled to a claim payment under the Plan, the claim application shall be denied, all or in part, and returned to the Plan Participant with the Plan Administrator's reason for denial. The Plan Participant may appeal a denial by the Plan Administrator to the Plan Sponsor. The Plan Sponsor's determination is final and conclusive upon the covered person.

5. The Plan Administrator shall not be liable for any failure or refusal to pay or honor any application for benefits made pursuant to this Agreement; and to the extent allowed by law, the Plan Administrator must be indemnified by the Plan Sponsor for any liability related to its duties herein, and shall be reimbursed by the Plan Sponsor for any expense, loss, damage, or legal fees incurred by the Plan Administrator in defending any claims or demands made against the Plan Sponsor, the Plan Administrator or the Plan. This paragraph will not apply for any loss due to the gross negligence or willful misconduct of the Plan Administrator.

Section IV

Costs of Administrator

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

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

1. One time set up fee for each group that enrolls in the Section 125 Flexible Spending Plan.

2. Monthly Service Fee includes:

- a. processing contribution;
- b. processing claims (review and verification);
- c. paying claims (direct mail to employee);
- d. paying dependent premium (if applicable);
- e. employee fund balance statement with each reimbursement; and
- f. statement of fund balances and projected year-end balance at close of Plan Year fourth quarter.

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

3. Normal Reports to the Plan Sponsor, at no additional cost are:

- a. initial enrollment verification;
- b. quarterly fund balance;
- c. projected year-end fund balance at the close of the Plan Year fourth quarter; and
- d. two and a half (2½) month grace period will be included in fund balance, plus interest earned if any.

Section V

The Plan Sponsor

1. As of the effective date of this Agreement, the Plan Sponsor shall provide the Plan Administrator with a complete list of all employees who are eligible for benefits under the Plan. The Plan Sponsor shall arrange for enrollment meetings and, with the Plan Administrator's assistance, complete Plan enrollment.
2. The Plan Sponsor shall collect funds in accordance with authorized payroll reductions or deductions and shall remit these monies to the Plan Administrator on a monthly (or pay period) basis.
3. The Plan Sponsor shall forward the appropriate service fees to the Plan Administrator on the first of each calendar month or in conjunction with the monthly plan fund collections.
4. The Plan Sponsor shall assist in the enrollment of eligible employees in the Plan, notify the Plan Administrator of any change of eligibility, cooperate with the Plan Administrator with regard to proper claim settlement, transmit to the Plan Administrator proper claim settlement and transmit to the Plan Administrator all inquiries pertaining to the Plan.
5. The Plan Sponsor shall be responsible for filing any documents required by the Internal Revenue Service.
6. The Plan Sponsor limits contributions to the Plan to \$2600 (Unreimbursed Healthcare Spending maximum \$2,650) per employee (January 2018 and thereafter), unless otherwise specified below the signature line on this agreement.

Section VI

Termination of the Agreement

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

Section VII Qualifications

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

Section VIII Miscellaneous Provisions

1. In the event of resignation or inability to serve as the Plan Administrator, the Plan Sponsor may appoint a successor.
2. If during the operation of the Plan, the United States Government, the government of any state or any instrumentality or either shall assess any tax against the Plan and the Plan Administrator is required to pay such tax, the Plan Administrator shall report the payment to the Plan Sponsor who will reimburse the Plan Administrator for such tax or assessment.
3. The Plan Administrator shall incur no liability to the Plan Sponsor or to an employee or dependent of the Plan Sponsor for any act or failure to act not directly connected with processing and payment of claims as provided in this Agreement, except where the liability is proximately caused solely by the gross negligence or willful misconduct of the Plan Administrator. To the extent allowed by law, the Plan Sponsor shall hold the Plan Administrator harmless from and indemnify it against any and all liability, claims, damages (including punitive or consequential damages), costs, expenses, or fees (legal or otherwise) incurred or paid in connection therewith which might be asserted by the Plan, the Plan Sponsor's employees or other persons for which the Plan Administrator would not be liable to the Plan Sponsor as set forth above.
4. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine.
5. This Agreement may be amended by the Plan Sponsor and the Plan Administrator at any time by mutual written consent of said parties.
6. The Plan Sponsor hereby is designated the agent for service of legal process on behalf of the Plan, in its principal office.

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

Agreement this 1st day of January, 2017.
18th September 2018

Town of Ransom Canyon

**TML MultiState Intergovernmental Employee
Benefits Pool**

By: _____

By: Susan L. Smith

Title: _____

Title: Executive Director

Address: 24 Lee Kitchens Drive, Ransom Canyon,
TX 79366-2299

Healthcare Limitation amounts are limited to _____ \$
(standard maximum \$2,650 (January 2018 and thereafter) or amount established by Employer)
The Section 125 Flex Plan Year is 10/01/2018 to 09/30/2019.

Submit

ACTION ITEM: #12

Approval of Contract for Librarian Services

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is entered into this the 1st day of October 2018, by and between Ransom Canyon ("City"), Principal, and Angelia R. Fikes ("Contractor"), Independent Contractor.

RECITALS

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

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

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

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

Contractor Duties and Obligations

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

Compensation

The full amount to be paid to Contractor will be \$21,001 divided into 24-payments of \$875.04 each. If the agreement is cancelled, then payment will be made until the 30th day after termination notice.

Term

This agreement shall go from October 1, 2018 until September 30, 2019 and continue in effect until terminated by either party with 30-days written notice to the other.

Assignment

This agreement cannot be assigned.

Choice of Law

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

Attorney's Fees

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

Notices

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

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

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

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

Waiver and Delay

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

Entire Agreement

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

Severability

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

RANSOM CANYON, Principal

ANGELIA R. FIKES, Contractor

By: _____
Jana Trew, Mayor

By: _____
Angelia Fikes

DATE: _____

DATE: _____

ACTION ITEM: #14

**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: September 18, 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

September 18, 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: #15

**Approval of TML Risk
Pool Appointees**

OFFICIAL BALLOT

RECEIVED
AUG 20 2018

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 11 – 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2018. Ballots received after September 30, 2018, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 11

- ☐ **Dietrich von Biedenfeld.** Alderman for the City of West Columbia (Region 14) since May 2012. Mr. Biedenfeld teaches at the Marilyn Davies College of Business at the University of Houston – Downtown and is a VA-accredited attorney. He serves as Chair of the Dispute Resolution Committee and past Chair of the Public Contract Law Committee for the American Bar Association Young Lawyer Division. He is also President of the Brazoria County Cities Association. Mr. Biedenfeld is a member of the International Association of Emergency Managers, Federal Bar Association, NIGP: The Institute for Public Procurement, and U.S. Green Building Council. He is also a member of the Columbia Historical and Brazoria County Heritage Museums.
- ☒ **Randy Criswell (Incumbent).** City Manager for the City of Canyon (Region 2) since 2008. Mr. Criswell has served on the TML Risk Pool Board of Trustees since 2015 and currently serves as Chair of the Underwriting and Claims Committee. He has been in public service for 28 years, with nearly 24 years as an employee of the City of Canyon. Mr. Criswell has a Bachelor of Science degree from Texas Tech University, is an active member of TCMA, having served multiple terms on the Board of Directors and Committees. He has served as the TCMA Affiliate Representative on the TML Board of Directors, is a member of ICMA, and is a Certified Public Manager.
- ☐ **Rick A. Schroder.** City Administrator for the City of Helotes (Region 7) since September 2008. Mr. Schroder also serves as the Executive Director for the Helotes Economic Development Corporation (EDC). Prior to his tenure as City Administrator, Rick was employed by the EDC as the Economic Development Specialist from 2006 to 2008. He graduated Magna Cum Laude from Trinity University in 2004 with a degree in Political Science, and he earned a Master of Public Service and Administration in 2006 from the George H.W. Bush School of Government and Public Service at Texas A&M University. During his coursework, he worked for a variety of public and private organizations, primarily focused on public service and government relations.

WRITE IN CANDIDATE:

PLACE 12

- ☐ **Bert Lumbreras.** City Manager for the City of San Marcos, Texas (Region 10). Bert Lumbreras has 37 years of experience as a City Manager or an Assistant City Manager in seven Texas communities, including Austin and Waco. He currently serves as the International City/County Management Association Mountain Plains Vice President and previously served on the Board of Directors of the Texas City Management Association from 2010-2014, including President in 2012. He has a Bachelor's Degree in Political Science, with a concentration in Public Administration, and a minor in Geography and Urban Planning from Southwest Texas State University.

- ☐ **Kimberly Meisner.** Executive Director of General Operations for the City of Kerrville (Region 7), overseeing Human Resources, Municipal Court, Public Library, and Public Information. Ms. Meisner has over 21 years of public service, which includes serving the Cities of Kerrville and La Porte. She earned a Master's degree in Public Administration from U.T.-Arlington and a Bachelor's degree in Human Resource Management from Columbia Southern University. She is a member of the TCMA, International Public Management Association for Human Resources (IPMA-HR), Society for Human Resource Management (SHRM), San Antonio Human Resource Management Association, and is a former President of the Bay Area Human Resource Management Association. She is an IPMA-HR Senior Certified Professional and a SHRM Certified Professional.

- ☒ **Jana Traxler.** Human Resources Director and Risk Manager for the City of Murphy, Texas (Region 13). Jana Traxler is a municipal Human Resources Executive who is committed to being a strategic partner in municipal management, an employee advocate and a change agent. She has experience working in both local and state governments as well as experience working under a state funded contract with Hewlett Packard Enterprise Services. Prior to relocating to Murphy, Texas, she held the position of the Human Resources Labor Relations Officer for Shawnee County, Kansas. She is a graduate of the Villanova University Masters in Human Resource Development program and holds the Senior Professional in Human Resources designation.

- ☐ **Robert D. Wilson, Jr.** Board of Directors of the Post Oak Savannah Ground Conservation District in Milano, Texas (Region 10) for the last four years. Robert Wilson has also served on the Board of Directors for the Southwest Milam Water Supply Corporation for the past 13 years, and currently is the President. Mr. Wilson graduated from the University of Minnesota, majoring in mathematics. He was a Captain in the US Army, 1964-1968, and served in Viet Nam. He spent over 40 years in Commercial Banking, with the last 15 as Branch President of Citizens National Bank in Rockdale, Texas. Mr. Wilson has served on numerous local boards and organizations, volunteering his time to assist and improve the quality of life in Rockdale over the past 15 years. He is active in his church as a Sunday School Teacher, Deacon, and Treasurer.

WRITE IN CANDIDATE:

PLACE 13

- ☐ **Byron Black.** (Incumbent). Board Chair, Central Appraisal District of Johnson County (Region 8). He served as Mayor of Burleson from 1998-2004, previously serving as mayor pro tem and as a Councilmember. He currently serves as Chair of the Impact Fee Committee for the City of Burleson. Mr. Black is a past board member of the Area Metro Ambulance Authority Board. He was a member of the Burleson Independent School District Board for 12 years, nine as President, and served as president of TASB. Mr. Black has served as a Board member of the TML Intergovernmental Risk Pool since 2000, serving as Vice-Chair and Chair.
- ☒ **Mike Jones.** Chief Appraiser/Chief Administrator of the Fannin Central Appraisal District in Bonham, Texas (Region 13). His service in the property tax profession began in February, 2006 after serving a 20-year career in the United States Air Force. He holds a Bachelor of Science in Occupational Education from Wayland Baptist University. His professional credentials include the Registered Professional Appraiser and Registered Texas Assessor/Collector Designations, a Certified Tax Administrator from the Institute of Certified Tax Administrators and a Certified Chief Appraiser from the Texas Association of Appraisal Districts and the Texas Association of Assessing Officers.

WRITE IN CANDIDATE:

PLACE 14

- ☐ **Bert Echterling.** Mayor for the City of Robinson (Region 9) since 2015. Mr. Echterling has served as a council member for Robinson since 2006. He serves on the McLennan County Park Committee and on the Robinson Campus Improvement Committee. He is a past Board Member for the Robinson Economic Development Committee and the Robinson Chamber of Commerce. He was born and raised in Robinson, graduated from Robinson High School, and attended McLennan Community College. In 1996, he joined the family business, Echterling Builders, which he has owned since.
- ☒ **David J. Harris.** City Administrator for the City of Balcones Heights (Region 7) since 2014. Mr. Harris began his local government career in 1996 at Bexar County and has served 18 years in leadership of the cities of Hill Country Village (City Administrator), Schertz (Assistant City Manager), and Alamo Heights (Interim Director). He serves as Immediate Past President and on the Board of the Texas City Management Association, Secretary of TML Region 7, President of Alamo Heights Rotary Club. Mr. Harris received his BA in American Studies from Whitworth University and a MS in Urban Administration from Trinity University. He is an ICMA Credentialed Manager and a member of TCMA and ICMA.
- ☐ **David Rutledge.** Mayor of Bridge City (Region 16) since 2016, re-elected to a second term this past May, previously served as council member from 2005-2010 (term-limited), again in 2015, and is a representative on the Southeast Texas Regional Planning Commission (COG). Active in TML, he has been recognized as a Certified Municipal Official (CMO) the previous three years, is Vice President of TML Region 16, and serves on the TML Municipal Advocacy Committee and the Municipal Policy Summit. A mechanical engineer by profession from Lamar University in Beaumont, he serves on that university's Mechanical Engineering Advisory Council.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2018.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity

ACTION ITEM: #16

**Signatories to Bank
Account**

RESOLUTION 09-18-18 AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF RANSOM CANYON, TEXAS DESIGNATING AUTHORIZED SIGNATORIES FOR CITY BANK ACCOUNTS AT CENTENNIAL BANK

WHEREAS, it is necessary to appoint persons to execute financial transactions in the event that the City transactions at Centennial Bank for the Town of Ransom Canyon and;

WHEREAS, the Town of Ransom Canyon, Texas acknowledges that in the event that an authorized signatory of the Town changes (elections, illness, resignations, etc.), the Town must provide Centennial with the following:

NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF RANSOM CANYON, TEXAS, AS FOLLOWS:

The following individuals be authorized to sign checks:

Mike Greer, Alderman
Ingram Rich, Alderman

The following individuals be removed as a signatory:

Lyle Way, Alderman
Michael Brooks, Alderman

PASSED AND APPROVED BY (THE CITY COUNCIL OF THE TOWN OF RANSOM CANYON, TEXAS OF LUBBOCK, TEXAS on September 18, 2018.

Name, (MAYOR PRO-TEM)

Attest:

Name, (CITY SECRETARY)

ACTION ITEM: #17

Job Descriptions

JOB SUMMARY

Under the broad direction of the City Council, serves as Chief Executive and Administrative Officer of the City. The City Administrator shall also serve as the City Secretary. The City Administrator is responsible for:

- Planning, organizing, coordinating, and administering, through management staff, all City functions and activities;
- Providing policy guidance and coordinating the activities of department heads and staff support; and
- Fostering cooperative working relationships with civic groups, inter-governmental agencies and City staff.

JOB DUTIES

- Plans, organizes, coordinates, and directs through City directors, managers and support staff, the overall management of City operations;
- Works closely with the City Council, boards and commissions, public and private organizations, and citizens groups in implementing programs and projects to solve identified problems;
- Directs the preparation and administration of the City's annual budgets;
- Advises the City Council regarding the financial condition of the City and its future needs.
- Serves as the staff liaison to the Capital Improvement Advisory Committee and addresses the capital needs for the city;
- Develops a strategic plan and vision for the city;
- Advises the City Council on policies, issues, and programs as necessary;
- Plans, organizes, administers, and coordinates a variety of complex City services and programs;
- Selects, motivate, and evaluates staff and provides for their training and professional development;
- Develops and implements goals, objectives, policies, procedures, work-standards, and internal controls;
- Performs performance evaluations on employees and handles the Human Resources for the city;
- Analyzes complex technical and administrative municipal problems, evaluates alternative solutions, and adopts effective courses of action;
- Prepares clear and concise reports, correspondence, and other written materials;
- Exercises sound, independent judgment within general policy guidelines;
- Negotiates contracts with vendors, communities, and other relevant parties that provide services to the City;
- Develops partnerships with other cities to provide efficient and effective services for the community;
- Establishes and maintains effective working relationships with those contracted in the course of the work;
- Advocates for the city regarding legislative issues that may adversely impact the city;
- Establishes performance standards, evaluate the performance of subordinate staff;
- Develop and administer public relations effort to inform citizens or staff of services provided

- Performs other related duties as assigned by the City Council.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles and practices of public or business administration.
- Principles and practices of team-oriented management.
- Duties and responsibilities of the Office of the City Secretary.
- Laws related to elections.
- Office management methods and procedures.
- Administrative principles and methods, including goal setting, program and budget development and implementation and employee supervision.
- Principles, practices, and programs related to the administration of City functions.
- Applicable legal guidelines and standards affecting City administration.
- Principles and practices of budget development and administration.

Ability to:

- Communicate effectively both verbally and in writing.
- Establish and maintain effective working relationships with diverse staff, citizens, and organizations in the city.
- Work with budgets and utilize the financial software system.
- Utilize strong problem-solving skills.
- Quickly gain knowledge of state laws.
- Supervise staff.
- Plan, direct, organize, and lead the activities of a large, complex organizations;
- Obtain a Certification as a Texas Registered Municipal Clerk

Physical Requirements:

- Frequently lift and carry up to 10 pounds and occasionally lift up to 25 pounds.
- Frequently carry up to 10 pounds and occasionally carry up to 25 pounds.
- Occasionally stand during the shift.
- Push and pull objects.
- Place arms above, at, or below shoulder height.

Education and Experience:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying. A typical way of gaining such knowledge and abilities would be:

- A Master's degree or Certified Public Manager is preferred in public administration or business administration or related field.
- A Bachelor's degree, in a related field.

- At least seven to ten years of increasingly responsible experience in an executive, administrative and supervisory experience; or any combination of relevant education and experience.
- Valid current Texas driver's license.

JOB SUMMARY

Under the direction of the City Administrator, this position is a responsible administrative position that is responsible for clerical and some of the administrative activities of the City. The Executive Assistant provides administrative staff support for the entire organization as needed.

JOB DUTIES

- Responsible for all accounts receivable and intake of payments from vendors and residents;
- Composes and types letters, reports, and memos from rough drafts, verbal instructions, or notes;
- Responsible for ordering supplies for the Department on a regular basis;
- Greets visitors by phone and in person and ascertains nature of business, provides assistance or referral, and explains policies and procedures;
- Assists residents with rental of city-owned RV storage facility;
- Oversees and manages the city's website page;
- Assists customers with issues regarding their key fobs to the garbage citizen collection station;
- Assists with the water billing process;
- Opens, reviews, and routes mail according to contents;
- Maintains department files and records;
- Assists residents with complaints regarding water billing or garbage collection;
- Provides assistance with certain construction permits such as roofing;
- Assists new residents with opening their accounts and their "welcome packets;"
- Maintains residential utility accounts, including metered and non-metered services, delinquent accounts, incoming and outgoing residents, and utility deposit refunds;
- Processes bank and credit card drafts for residents;
- Produces vouchers to pay for department expenses;
- Balances the petty cash;
- Reviews and proofreads correspondence, memos, and reports to ensure accuracy;
- Prints checks to vendors occasionally;
- Other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Office practices and procedures.
- The organization, function, and policies of the city.
- General knowledge of municipal government organizations and services;
- Computer principles and procedures.

- Proper public contact and telephone etiquette.

Ability to:

- Communicate effectively both verbally and in writing.
- Establish and maintain effective working relationships with staff, citizens, and organizations in the city.
- Learn and utilize the financial software system.
- Utilize problem-solving skills.
- Maintain accurate files and legal records.
- Utilize office copier, postage machine, folding machine, and calculator.
- Perform computer and word processing functions.
- Work independently in the absence of specific instructions.

Physical Requirements:

- Frequently lift and carry up to 10 pounds and occasionally lift up to 25 pounds.
- Frequently carry up to 10 pounds and occasionally carry up to 25 pounds.
- Occasionally stand during the shift.
- Push and pull objects.
- Place arms above, at, or below shoulder height.

Education and Experience:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying. A typical way of gaining such knowledge and abilities would be:

- A high school diploma.
- At least three to six years of increasingly responsible secretarial experience; or any combination of relevant education and experience.
- Valid current Texas driver's license.

JOB SUMMARY

Under the direction of the City Secretary, this position is a highly responsible administrative position that is responsible for the administrative activities of the City in the absence of the City Administrator. The Deputy provides support for the City Administrator as needed.

JOB DUTIES

- Performs payroll and maintains all payroll records and reports for the City Auditor;
- In the absence of City Administrator, serves as the City Secretary for the City Council;
- Generates monthly payroll reports to the Texas Municipal Retirement System;
- Serves as the staff liaison for the Building Review Committee and consults on a regular basis with construction contractors regarding ordinances and deed restrictions of the city;
- Provides compliance information for new construction and remodel project requests;
- Works closely with the Building Inspector before and during project construction to ensure compliance with projects;
- Issues building permits and maintains all building-related files, including permits for sprinklers and roofing;
- Generates a monthly water and waste water usage report for the Operations Department and the City Council;
- Maintains residential utility accounts, including metered and non-metered services, delinquent accounts, incoming and outgoing residents, and utility deposit refunds;
- Maintains water meter books;
- Provides utility usage information to City Administrator, Operations Manager, and City Auditor
- Assists the Chief of Police with weed and rubbish ordinance compliance, including notification letters, contracting lot mowing services, billing to property owners;
- Processes bank and credit card drafts for residents;
- Submits monthly utility billing sales tax revenue report to Secretary of State;
- Reviews check request for accuracy;
- Prints checks to vendors frequently;
- Compiles monthly invoices, wastewater flows, and Operations records for monthly billing of expenses related to the wastewater processing for Buffalo Springs Lakes;
- Reviews and proofreads correspondence, memos, and reports to ensure accuracy;
- Other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles and practices of public or business administration.
- Principles and practices of team-oriented management.
- Duties and responsibilities of the Office of the City Secretary.
- Laws related to elections.
- Office management methods and procedures.

Ability to:

- Communicate effectively both verbally and in writing.
- Establish and maintain effective working relationships with staff, citizens, and organizations in the city.
- Work with budgets and utilize the financial software system.
- Utilize strong problem-solving skills.
- Quickly gain knowledge of state laws.
- Maintain accurate files and legal records.
- Supervise clerical staff.

Physical Requirements:

- Frequently lift and carry up to 10 pounds and occasionally lift up to 25 pounds.
- Frequently carry up to 10 pounds and occasionally carry up to 25 pounds.
- Occasionally stand during the shift.
- Push and pull objects.
- Place arms above, at, or below shoulder height.

Education and Experience:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying. A typical way of gaining such knowledge and abilities would be:

- A Bachelor's degree, in a related field.
- At least three years of progressively responsible administrative and supervisory experience; or any combination of relevant education and experience.
- Valid current Texas driver's license.

JOB SUMMARY

Under the direction of the City Administrator, this position is responsible for managing and coordinating all aspects of city operations including water and sewer utility maintenance, park maintenance, roads and grounds, and other infrastructure associated with the city.

JOB DUTIES

- Supervises employees in the Operations Department involved with water, sewer, roads and grounds;
- Plans, directs, and supervises the water supply, water treatment, and water distribution of the city;
- Plans, directs, and supervises the wastewater treatment of the city;
- Performs performance evaluations on employees;
- Responsible for the operations, sewer, water, and roads and grounds budgets for the city;
- Provides direction and planning for the development and delivery of park and recreation projects;
- Ensures compliance with policies and procedures, implementing plans, and delegating and monitoring work assignments related to the city infrastructure;
- Identifies capital projects needs and provides input regarding capital improvement projects;
- Ensures compliance with the Texas Commission on Environmental Quality with water and sewer infrastructure;
- Serves as the Building Official for the City;
- Implements, manages, and enforces the International Business Code regulations;
- Assists engineers in applying for water and sewer improvements and permits and performs plumbing inspections;
- Prepares daily, monthly and annual reports required by state and federal agencies;
- Maintains current knowledge of current state regulations by attending schools and training to maintain required licenses;
- Ensures adequate training of the departmental personnel in areas of safety, operations, maintenance, and preventive maintenance and ensures that all appropriate licenses are met for operations;
- Responsible for repairing streets;
- Operates equipment necessary to perform mowing and shredding;
- Implements and manages mosquito and vector control for the City;
- Makes reports to the City Council on a monthly basis;
- Maintains membership in professional associations such as the Texas Water Utilities Association, Caprock Water Association, Texas Mosquito Control ICC Membership;
- Other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Laws and ordinances and technical reports related to the Operations Department.
- City budgeting process, particularly since Operations administers over 50% of the budget.
- The principles and practices of water supply, treatment and distribution.
- The principles and practices of wastewater treatment.
- Laboratory procedures for water and sewer testing.
- Industrial safety practices.
- Water and wastewater system operation and maintenance.
- Federal and State regulatory requirements.

Ability to:

- Communicate effectively both verbally and in writing.
- Establish and maintain effective working relationships with staff, citizens, and organizations in the city.
- Plan and direct the work of others.
- Prepare and administer a budget.
- Negotiate and administer contracts.
- Make effective presentations.
- Maintain a valid Texas Driver's license.
- Drive a vehicle.

Physical Requirements:

- Frequently lift and carry up to 10 pounds.
- Occasionally lift and carry up to 50 pounds.
- Frequently flex upper trunk forward at the waist and partially at the knees.
- Frequently rotate upper trunk to the left or right while sitting or standing.
- Place arms above, at and below shoulder height.
- Coordinate eye, hand and foot movements in order to operate a vehicle.

Education and Experience:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying. A typical way of gaining such knowledge and abilities would be:

- A Bachelor's degree, in a related field, is preferred but not required.
- At least two years in a progressively responsible position after obtaining a Class C license
- Texas Commission on Environmental Quality Class C Water License.
- Texas Commission on Environmental Quality Class C Waste Water License.
- Weed and pest control license with the Structured Pest Control Board.
- Customer service inspection license preferred.

JOB SUMMARY

Under the direction of the City Secretary, this position is a highly responsible administrative position that is responsible for the administrative activities of the City in the absence of the City Administrator. The Deputy provides support for the City Administrator as needed.

JOB DUTIES

- Performs payroll and maintains all payroll records and reports for the City Auditor;
- In the absence of City Administrator, serves as the City Secretary for the City Council;
- Generates monthly payroll reports to the Texas Municipal Retirement System;
- Serves as the staff liaison for the Building Review Committee and consults on a regular basis with construction contractors regarding ordinances and deed restrictions of the city;
- Provides compliance information for new construction and remodel project requests;
- Works closely with the Building Inspector before and during project construction to ensure compliance with projects;
- Issues building permits and maintains all building-related files, including permits for sprinklers and roofing;
- Generates a monthly water and waste water usage report for the Operations Department and the City Council;
- Maintains residential utility accounts, including metered and non-metered services, delinquent accounts, incoming and outgoing residents, and utility deposit refunds;
- Maintains water meter books;
- Provides utility usage information to City Administrator, Operations Manager, and City Auditor
- Assists the Chief of Police with weed and rubbish ordinance compliance, including notification letters, contracting lot mowing services, billing to property owners;
- Processes bank and credit card drafts for residents;
- Submits monthly utility billing sales tax revenue report to Secretary of State;
- Reviews check request for accuracy;
- Prints checks to vendors frequently;
- Compiles monthly invoices, wastewater flows, and Operations records for monthly billing of expenses related to the wastewater processing for Buffalo Springs Lakes;
- Other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles and practices of public or business administration.
- Principles and practices of team-oriented management.
- Duties and responsibilities of the Office of the City Secretary.
- Laws related to elections.
- Office management methods and procedures.

Ability to:

- Communicate effectively both verbally and in writing.
- Establish and maintain effective working relationships with staff, citizens, and organizations in the city.
- Work with budgets and utilize the financial software system.
- Utilize strong problem-solving skills.
- Quickly gain knowledge of state laws.
- Maintain accurate files and legal records.
- Supervise clerical staff.

Physical Requirements:

- Frequently lift and carry up to 10 pounds and occasionally lift up to 25 pounds.
- Frequently carry up to 10 pounds and occasionally carry up to 25 pounds.
- Occasionally stand during the shift.
- Push and pull objects.
- Place arms above, at, or below shoulder height.

Education and Experience:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying. A typical way of gaining such knowledge and abilities would be:

- A Bachelor's degree, in a related field.
- At least three years of progressively responsible administrative and supervisory experience; or any combination of relevant education and experience.
- Valid current Texas driver's license.

JOB SUMMARY

Under the direction of the City Administrator, this position is responsible for assisting in managing and coordinating all aspects of city operations including water and sewer utility maintenance, park maintenance, roads and grounds, and other infrastructure associated with the city.

JOB DUTIES

- Supervises employees in the Operations Department involved with water, sewer, roads and grounds in the absence of the Operations Manager;
- Assists in the planning, directing and supervising of the water supply, water treatment, and wastewater treatment of the city;
- Assists with direction and planning for the development and delivery of park and recreation projects;
- Assists with the compliance of policies and procedures, implementing plans, and delegating and monitoring work assignments related to the city infrastructure;
- Ensures compliance with the Texas Commission on Environmental Quality with water and sewer infrastructure;
- Assists with the preparation of daily, monthly and annual reports required by state and federal agencies;
- Maintains current knowledge of current state regulations by attending schools and training to maintain required licenses;
- Responsible for repairing streets, sewer and water lines, and related pumps and valves;
- Operates equipment necessary to perform mowing and shredding;
- Implements mosquito and vector control for the City;
- Maintains membership in professional associations such as the Texas Water Utilities Association, Caprock Water Association, Texas Mosquito Control ICC Membership;
- Other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Laws and ordinances and technical reports related to the Operations Department.
- City budgeting process, particularly since Operations administers over 50% of the budget.
- The principles and practices of water supply, treatment and distribution.
- The principles and practices of wastewater treatment.
- Laboratory procedures for water and sewer testing.
- Industrial safety practices.
- Water and wastewater system operation and maintenance.

- Federal and State regulatory requirements.

Ability to:

- Communicate effectively both verbally and in writing.
- Establish and maintain effective working relationships with staff, citizens, and organizations in the city.
- Plan and direct the work of others.
- Prepare and administer a budget.
- Negotiate and administer contracts.
- Make effective presentations.
- Maintain a valid Texas Driver's license.
- Drive a vehicle.

Physical Requirements:

- Frequently lift and carry up to 10 pounds.
- Occasionally lift and carry up to 50 pounds.
- Frequently flex upper trunk forward at the waist and partially at the knees.
- Frequently rotate upper trunk to the left or right while sitting or standing.
- Place arms above, at and below shoulder height.
- Coordinate eye, hand and foot movements in order to operate a vehicle.

Education and Experience:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying. A typical way of gaining such knowledge and abilities would be:

- A Bachelor's degree, in a related field, is preferred but not required.
- At least two years in a progressively responsible position after obtaining a Class C license.
- Texas Commission on Environmental Quality Class C Water License.
- Texas Commission on Environmental Quality C. Waste Water License.
- Weed and pest control license with the Structured Pest Control Board
- Customer service inspection license preferred.

JOB SUMMARY

Under the direction of the Operations Manager, this position is responsible for assisting in maintaining all aspects of city operations, including water and sewer utility maintenance, park maintenance, roads and grounds, and other infrastructure associated with the city.

JOB DUTIES

- Performs all tasks related to water and sewer utilities such as treatment of water and the wastewater removal of sludge, street repair, mowing, dirt work, excavation and building repairs and maintenance;
- Performs maintenance on pumps and motors;
- Performs maintenance on water tanks, water house, and water systems;
- Performs maintenance on waste water plant and collection system;
- Performs necessary piping installation and repairs of water lines, flow meters, and valves;
- Locates water and sewer lines using a variety of equipment and marks location of lines to prevent damage resulting from construction;
- Responds to requests from citizens, homebuilders, and general contractors for location of water or sewer lines in advance of construction activities;
- Mows park and city and property owner areas in the Town;
- Maintains all right-away areas for the city;
- Operates all city-owned equipment;
- Maintains current knowledge of current state regulations by attending schools and training to maintain required licenses;
- Responsible for repairing streets, sewer and water lines, and related pumps and valves;
- Operates equipment necessary to perform mowing and shredding;
- Implements mosquito and vector control for the City;
- Maintains membership in professional associations such as the Texas Water Utilities Association, Caprock Water Association, Texas Mosquito Control ICC Membership;
- Take call duty and carry on-call cell phone;
- Other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- The principles and practices of water supply, treatment and distribution.
- The principles and practices of wastewater treatment.
- Laboratory procedures for water and sewer testing.
- Industrial safety practices.
- Water and wastewater system operation and maintenance.

- Federal and State regulatory requirements.
- Principles and methods of mechanical repair
- Principles and methods of water treatment and water well field operations.

Ability to:

- Communicate effectively both verbally and in writing.
- Establish and maintain effective working relationships with staff, citizens, and organizations in the city.
- Operate heavy equipment skillfully and safely.
- Make field repairs
- Understand and follow oral and written instructions.
- Work cooperatively with others.
- Perform duties in noisy working conditions.
- Maintain a valid Texas Driver's license.
- Drive a vehicle.

Physical Requirements:

- Frequently lift and carry up to 25 pounds.
- Occasionally lift and carry up to 75 pounds.
- Frequently flex upper trunk forward at the waist and partially at the knees.
- Frequently rotate upper trunk to the left or right while sitting or standing.
- Place arms above, at and below shoulder height.
- Frequently walk and stand during the shift.
- Coordinate eye, hand and foot movements in order to operate a vehicle.
- Occasionally climb ladders and frequently climb stairs.

Education and Experience:

Completion of high school or its equivalent with an additional one year experience in the operation and maintenance of water plant and wastewater plant equipment, including operating and repairing large stationary equipment; or any combination of relevant education and experience which provides the following knowledge, abilities, and skills:

- Must have Class D Water license issued by the Texas Commission on Environmental Quality (TCEQ) or ability to obtain within one year from date of hire, with ability to obtain Class C Ground Water license within three years.
- Must have Class D Wastewater license issued by TCEQ or ability to obtain within one year from date of hire, with ability to obtain C Wastewater license within three years.

JOB SUMMARY

Under the direction of the City Administrator, the Police Chief is responsible for all activities of the police department. The Chief is a working Police Chief that is responsible for the enforcement of federal, state, and local laws and the protection of life and property and preserving the peace. The position oversees officer and civilian activities and the overall planning and administration of crime prevention and law enforcement activities. The Police Chief is required to live within the Ransom Canyon city limits.

JOB DUTIES

- Directs and coordinates all the work for the department including dealing with personnel issues, disciplinary action, and citizen complaints;
- Organizes daily work including scheduling, purchasing equipment, and monthly city, state, and federal reports;
- Serves as the Emergency Management Coordinator for the Town;
- Works with the Mayor and City Council by attending all city council meetings to develop department policy and department funding needs;
- Acts as the liaison with other police departments, the FBI, or other law enforcement agencies;
- Uses and maintains firearms and other weapons;
- Implements and researches advances in public safety processes and procedures;
- Receives information on activity in an area and addresses the problems;
- Processes crime scenes to recognize, collect, and preserve evidence;
- Apprehends arrest, and processes offenders, including fugitives;
- Performs bailiff duties and testifies in Court as needed;
- Inspects and maintains assigned patrol car, uniform, and equipment;
- Works on-call after hours to respond to emergency situations;
- Responds to calls, including but not limited to domestic disputes, assaults, burglaries, traffic accidents, lost or missing persons searches, public service disputes, assaults, burglaries, traffic accidents, lost or missing persons searches, public service duties, stranded motorists, and others;
- Conducts preliminary investigations into traffic accidents and other incidents, including but not limited to interviewing victims, complainants, and witnesses, gathering information and evidence, and securing crime scenes;
- Processes crime scenes to recognize, collect, and preserve evidence;
- Participates in mandatory and elective training;
- Plans, organizes, administers, and coordinates a variety of complex City services and programs.
- Selects, motivates, and evaluates staff and provides for their training and professional development.
- Develops and implements goals, objectives, policies, procedures, work-standards, and internal controls.
- Analyzes police issues, evaluates alternative solutions, and adopts effective courses of action;

- Prepares clear and concise reports, correspondence, and other written materials;
- Performs other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Knowledge and ability to, interpret and act upon departmental policies, rules, instructions, laws, and regulations;
- Texas Penal Code, Texas Code of Criminal Procedure, Texas Transportation Code, and Texas Family Code;
- Criminal law with particular emphasis on the apprehension, arrest, and prosecution of law violators.
- Principles, practices, and programs related to the administration of a City police department.
- Applicable legal guidelines and standards affecting City police departments.
- Judicial system and court procedures.
- Proper and effective methods of deploying police in accordance with actual and anticipated emergencies.
- Criminal law with particular emphasis on the apprehension, arrest, and prosecution of law violators.
- Operating police vehicles, firearms, communications, and emergency equipment.

Ability to:

- Learn and become familiar with federal and state laws, criminal and traffic codes, juvenile law, search and seizure laws, and city ordinances;
- Become familiar with Town of Ransom Canyon Police Department rules and regulations , safety policies and procedures, as well as Town of Ransom Canyon ordinances;
- Develop knowledge of traffic accident investigation techniques and procedures;
- Communicate effectively both verbally and in writing;
- Establish and maintain effective working relationships with those contracted in the course of the work;
- Drive an automobile;
- Use and care for firearms;
- Make keen observations and remember names, faces, and details of incidents;
- Instruct and advise subordinates on all phases of law enforcement and police procedures.

Physical Requirements:

- Occasionally stand, walk, run, and kneel during the shift.
- Occasionally climb ladders, stairs, or inclined surfaces, in order to pursue suspects.
- Continuously lift and carry up to 25 pounds, frequently lift and carry up to 50 pounds, and occasionally lift and carry up to 100 pounds in order to restrain suspects, and carry property, equipment, or injured people.
- Occasionally push and pull objects.
- Frequently flex upper trunk forward at the waist and partially flex at the knees.

- Place arms above, at, and below shoulder height.
- Coordinate eye, hand, and foot movement in order to perform duties.
- Maintain normal eye-hand coordination and shall possess the manual dexterity to operate small tools or equipment.

Education and Experience:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying. A typical way of gaining such knowledge and abilities would be:

- A Bachelor's degree, in a related field, is preferred but not required.
- Texas Peace Officer's License.
- Five years of police administrative experience is preferred.
- At least ten years of experience in law enforcement.

JOB SUMMARY

Under the direction of the Police Chief, this position is responsible for the enforcement of federal, state, and local laws, the protection of life and property and preserving the peace. This position assists the Police Chief in oversight of officer and civilian activities and the overall planning and administration of crime prevention and law enforcement activities. This position acts for the Chief in his or her absence, or as directed.

JOB DUTIES

- Consults with and assists Police Chief with policies and procedures, implements plans, and delegates and monitors work assignments, if needed;
- Uses and maintains firearms and other weapons;
- Implements and researches advances in public safety processes and procedures, and oversees the department in the Police Chief's absence;
- Patrols an assigned zone on foot, and by vehicle to detect and deter criminal activity and traffic violations;
- Enforces traffic and parking laws;
- Receives information on activity in an area and assists in plans to address problems;
- Responds to calls, including but not limited to domestic disputes, assaults, burglaries, traffic accidents, lost or missing persons searches, public service disputes, assaults, burglaries, traffic accidents, lost or missing persons searches, public service duties, stranded motorists, and others;
- Conducts preliminary investigations into traffic accidents and other incidents, including but not limited to interviewing victims, complainants, and witnesses, gathering information and evidence, and securing crime scenes;
- Processes crime scenes to recognize, collect, and preserve evidence;
- Apprehends arrest, and process offenders, including fugitives;
- Assists motorists;
- Performs bailiff duties and testifies in Municipal Court as needed;
- Provides first-aid or CPR to victims as necessary;
- Completes all required reports and forms, including accident and incident reports;
- Inspects and maintains assigned patrol car, uniform, and equipment;
- Serves criminal and court-related paper work;
- Participates in mandatory and elective training;
- Serves as a field-training officer for the department;
- Works on-call after hours to respond to emergency situations;
- Performs other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Knowledge and ability to, interpret and act upon departmental policies, rules, instructions, laws, and regulations;
- Texas Penal Code, Texas Code of Criminal Procedure, Texas Transportation Code, and Texas Family Code;
- Criminal law with particular emphasis on the apprehension, arrest, and prosecution of law violators.
- Principles, practices, and programs related to the administration of a City police department.
- Applicable legal guidelines and standards affecting City police departments.
- Judicial system and court procedures.
- Proper and effective methods of deploying police in accordance with actual and anticipated emergencies.
- Criminal law with particular emphasis on the apprehension, arrest, and prosecution of law violators.
- Operating police vehicles, firearms, communications, and emergency equipment.

Ability to:

- Learn and become familiar with federal and state laws, criminal and traffic codes, juvenile law, search and seizure laws, and city ordinances;
- Become familiar with Town of Ransom Canyon Police Department rules and regulations , safety policies and procedures, as well as Town of Ransom Canyon ordinances;
- Develop knowledge of traffic accident investigation techniques and procedures;
- Communicate effectively both verbally and in writing;
- Establish and maintain effective working relationships with those contracted in the course of the work;
- Drive an automobile;
- Use and care for firearms;
- Make keen observations and remember names, faces, and details of incidents;
- Instruct and advise subordinates on all phases of law enforcement and police procedures.

Physical Requirements:

- Occasionally stand, walk, run, and kneel during the shift.
- Occasionally climb ladders, stairs, or inclined surfaces, in order to pursue suspects.
- Continuously lift and carry up to 25 pounds, frequently lift and carry up to 50 pounds, and occasionally lift and carry up to 100 pounds in order to restrain suspects, and carry property, equipment, or injured people.
- Occasionally push and pull objects.
- Frequently flex upper trunk forward at the waist and partially flex at the knees.
- Place arms above, at, and below shoulder height.
- Coordinate eye, hand, and foot movement in order to perform duties.

- Maintain normal eye-hand coordination and shall possess the manual dexterity to operate small tools or equipment.

Education and Experience:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying. A typical way of gaining such knowledge and abilities would be:

- A Bachelor's degree, in a related field, is preferred but not required.
- Texas Peace Officer's License.
- At least five years of experience in law enforcement or commensurate in law enforcement education

JOB SUMMARY

Under the direction of the Police Chief or the Assistant Police Chief in the absence of the Police Chief, this position is responsible for the enforcement of federal, state, and local laws, the protection of life and property and preserving the peace.

JOB DUTIES

- Patrols an assigned zone or foot, and by vehicle to detect and deter criminal activity and traffic violations;
- Enforces traffic and parking laws;
- Receives information on activity in an area and assists in plans to address problems;
- Responds to calls, including but not limited to domestic disputes, assaults, burglaries, traffic accidents, lost or missing persons searches, public service disputes, assaults, burglaries, traffic accidents, lost or missing persons searches, public service duties, stranded motorists, and others;
- Conducts preliminary investigations into traffic accidents and other incidents, including but not limited to interviewing victims, complainants, and witnesses, gathering information and evidence, and securing crime scenes;
- Processes crime scenes to recognize, collect, and preserve evidence;
- Apprehends arrest, and process offenders, including fugitives;
- Assists motorists;
- Performs bailiff duties and testifies in Municipal Court as needed;
- May provide first-aid or CPR to victims as necessary;
- Completes all required reports and forms, including accident and incident reports;
- Inspects and maintains assigned patrol car, uniform, and equipment;
- Serves criminal and court-related paper work;
- Participates in mandatory and elective training;
- Serves as a field-training officer for the department;
- Works on-call after hours to respond to emergency situations;
- Performs other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Knowledge and ability to, interpret and act upon departmental policies, rules, instructions, laws, and regulations;
- Texas Penal Code, Texas Code of Criminal Procedure, Texas Transportation Code, and Texas Family Code;
- Criminal law with particular emphasis on the apprehension, arrest, and prosecution of law violators.
- Principles, practices, and programs related to the administration of a City police department.

- Applicable legal guidelines and standards affecting City police departments.
- Judicial system and court procedures.
- Criminal law with particular emphasis on the apprehension, arrest, and prosecution of law violators.
- Operating police vehicles, firearms, communications, and emergency equipment.

Ability to:

- Learn and become familiar with federal and state laws, criminal and traffic codes, juvenile law, search and seizure laws, and city ordinances;
- Become familiar with Town of Ransom Canyon Police Department rules and regulations , safety policies and procedures, as well as Town of Ransom Canyon ordinances;
- Develop knowledge of traffic accident investigation techniques and procedures;
- Communicate effectively both verbally and in writing;
- Establish and maintain effective working relationships with those contracted in the course of the work.
- Drive an automobile;
- Use and care for firearms;
- Make keen observations and remember names, faces, and details of incidents;

Physical Requirements:

- Occasionally stand, walk, run, and kneel during the shift.
- Occasionally climb ladders, stairs, or inclined surfaces, in order to pursue suspects.
- Continuously lift and carry up to 25 pounds, frequently lift and carry up to 50 pounds, and occasionally lift and carry up to 100 pounds in order to restrain suspects, and carry property, equipment, or injured people.
- Occasionally push and pull objects.
- Frequently flex upper trunk forward at the waist and partially flex at the knees.
- Place arms above, at, and below shoulder height.
- Coordinate eye, hand, and foot movement in order to perform duties.
- Maintain normal eye-hand coordination and shall possess the manual dexterity to operate small tools or equipment.

Education and Experience:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying. A typical way of gaining such knowledge and abilities would be:

- A Bachelor's degree, in a related field, is preferred but not required.
- Texas Peace Officer's License.
- At least one year of experience in law enforcement or commensurate in law enforcement education

ACTION ITEM: #18

Atmos Rates

RESOLUTION NO. 091818

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANSOM CANYON, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS (“CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY’S 2018 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE CITIES’ LEGAL COUNSEL.

WHEREAS, the City of Ransom Canyon, Texas (“City”) is a gas utility customer of Atmos Energy Corp., West Texas Division (“Atmos West Texas” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos West Texas; and

WHEREAS, the City is a member of the Steering Committee of Cities served by Atmos (“Cities”), a coalition of similarly-situated cities served by Atmos West Texas that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos West Texas service area; and

WHEREAS, Cities and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for Cities based on the system-wide cost of serving the Atmos West Texas service area; and

WHEREAS, the RRM tariff was adopted by the City in a rate ordinance earlier this year; and

WHEREAS, on about April 1, 2018, Atmos West Texas filed its 2018 RRM rate request with Cities based on a test year ending December 31, 2017; and

WHEREAS, Cities coordinated its review of the Atmos West Texas 2018 RRM filing through its Executive Committee, assisted by Cities' attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as Cities' counsel and consultants, recommends that Cities approve an increase in base rates for Atmos West Texas of \$6.1 million on a system-wide basis (\$2.6 million of which is applicable to Cities' members); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the Cities' Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the Exhibit A rate tariffs incorporate the federal income tax rates that became effective January 1, 2018; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B) and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That the City Council finds that the settled amount of an increase in revenues of \$6.1 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos West Texas within the municipal limits arising from Atmos West Texas' 2018 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos West Texas are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos West Texas to recover annually an additional \$6.1 million in revenue on a system-wide basis over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and retiree medical benefits in Atmos West Texas' next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 5. That amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 6. That Atmos West Texas shall reimburse the reasonable ratemaking expenses of the Cities in processing the Company's 2018 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2018.

Section 11. That a copy of this Resolution shall be sent to Atmos West Texas, care of Philip Littlejohn, Vice President of Rates and Regulatory Affairs, West Texas Division, 6606 66th Street, Lubbock, Texas 79424, and Geoffrey Gay, General Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 18th day of September, 2018.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

2142/15/7718085

Exhibit A

**Rate Tariffs for Atmos West Texas
Effective October 1, 2018**

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	RESIDENTIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2018	

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 16.10
Consumption Charge	\$ 0.19875 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	COMMERCIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2018	

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 43.25
Consumption Charge	\$ 0.13423 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	INDUSTRIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2018	

Availability

This schedule is applicable to the sales to any industrial or commercial customer whose predominant use of natural gas is other than space heating, cooking, water heating or other similar type uses. Service under this schedule is available to eligible customers following execution of a contract specifying the maximum hourly load. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 409.00
Consumption Charge	\$ 0.08944 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	PUBLIC AUTHORITY GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2018	

Availability

This schedule is applicable to general use by Public Authority type customers, including public schools, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 122.25
Consumption Charge	\$ 0.11661 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	TRANSPORTATION SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2018	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 409.00 per month
Consumption Charge	\$ 0.08944 per Ccf

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

The West Texas Division Rider RRM applies to this schedule.

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	TRANSPORTATION SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2018	

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha".

Replacement Index

In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

STAFF REPORTS

WATER METER AUDIT INFORMATION TOWN OF RANSOM CANYON

AUGUST 2018

LUBBOCK MASTER METER READ
MONTHLY BILLING CYCLE
10,185,000 10,994,000

LUBBOCK BILLED USAGE
RANSOM CANYON BILLED USAGE
CITY UNBILLED USAGE
FIRE DEPARTMENT UNBILLED USAGE
LINE FLUSHING UNBILLED USAGE

11,045,000
8,595,000
107,000
0
9,500
2,333,500

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	10,185,000	10,994,000	11,045,000	8,595,000	116,500	2,333,500	9,497.35	\$ 16,544.52
Sept							-	\$ -
October							-	\$ -
November							-	\$ -
December							-	\$ -
TOTAL	66,324,000	64,362,000	64,229,000	51,521,000	1,159,350	11,548,650	47,003.01	\$ 81,879.93

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