



# CITY COUNCIL MEETING

August 19, 2024 at 6:00 PM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

## AGENDA

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### CALL MEETING TO ORDER

### INVOCATION

### PLEDGE OF ALLEGIANCE

### ROLL CALL AND ESTABLISH A QUORUM

### SAFETY REVIEW

### CITIZEN ENGAGEMENT

This is an opportunity for the public to address the City Council regarding an item on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing begins. Citizen comments are limited to three (3) minutes per speaker, unless the speaker requires the assistance of a translator, in which case the speaker is limited to six (6) minutes, in accordance with applicable law. Each speaker shall approach the designated speaker location, complete the citizen engagement sign-in sheet and state his/her name and city of residence before speaking. Speakers shall address the City Council with civility that is conducive to appropriate public discussion. Speakers can address only the City Council and not individual city officials or employees. The public cannot speak from the gallery but only from the designated speaker location.

### CONSENT AGENDA

Items considered to be routine are enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.

1. Consider and take appropriate action on minutes from August 5, 2024 City Council Meeting
2. Consider and take appropriate action on July 2024 departmental reports
3. Consider and take appropriate action on Pay Request No. 3 from UCA for Wolfforth Disinfection System Improvements Phase 2
4. Consider and take appropriate action on Resolution 2024-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A PAYMENT AGREEMENT WITH PRESTON MANOR MANAGEMENT, LLC FOR THE REIMBURSEMENT OF EXPENSES; AND PROVIDING AN EFFECTIVE DATE

5. Consider and take appropriate action on the use of Hotel Occupancy Tax funds for the purchase of a stage to support public arts and festival events associated with the City of Wolfforth.
6. Consider and take appropriate action on Resolution 2024-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH LUBBOCK COUNTY, TEXAS FOR FIRE SUPPRESSION AND RESCUE SERVICES; AND PROVIDING AN EFFECTIVE DATE

## **REGULAR SESSION**

7. PUBLIC HEARING: Consider and take appropriate action on a public hearing concerning Public Improvement District #3 (Harvest Subdivision) Proposed Assessments

*A public hearing is held by the governing body in order for the public to hear the facts and offer their opinions. The governing body is not obligated to engage in dialogue with those present.*

8. Consider and take appropriate action on Ordinance 2024-017

AN ORDINANCE OF THE CITY COUNCIL OF WOLFFORTH, TEXAS, LEVYING AN ASSESSMENT AGAINST YEAR 2024 ASSESSMENT ROLL ON PROPERTIES WITHIN THE CITY OF WOLFFORTH PUBLIC IMPROVEMENT DISTRICT NUMBER THREE (HARVEST SUBDIVISION); AND MAKING CERTAIN FINDINGS RELATED THERETO

9. Consider and take appropriate action on Ordinance 2024-018 approving a negotiated settlement with Atmos West Texas and Atmos Energy Corp, West Texas Division regarding 2024 RRM filing.

10. Consider and take appropriate action on Resolution 2024-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AUTHORIZING A CREDIT CARD AGREEMENT WITH CITY BANK TEXAS FOR PURCHASING AND FLEET CARD SERVICES; AND PROVIDING AN EFFECTIVE DATE

11. Consider and take appropriate action on report regarding full-time fire department implementation.
- [12.](#) Consider and take appropriate action on report on the Resilient Communities Program Grant.
- [13.](#) Consider and take appropriate action on demonstration of TextMyGov
- [14.](#) Consider and take appropriate action on final plat The Overlook, Lots 342-A through 389-A, a replat of lots 342 through 390 of the Overlook, Lots 179-390.
15. Consider and take appropriate action on budget workshop for Fiscal Year 2025 Annual Budget.
- [16.](#) PUBLIC HEARING: Conduct a public hearing on Fiscal Year 2024-2025 annual budget and property tax rate of \$0.779979 for FY 2025  
  
*A public hearing is held by the governing body in order for the public to hear the facts and offer their opinions. The governing body is not obligated to engage in dialogue with those present.*
- [17.](#) Consider and take appropriate action on Resolution No. 2024-029, a resolution directing publication of a notice of intention to issue up to \$14 million in Certificates of Obligation for water system improvements.

## **EXECUTIVE SESSION**

In accordance with Texas Government Code, section 551-001, et seq., the City Council will recess into executive session (closed meeting) to discuss the following:

18. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
19. 551.087 Deliberations Regarding Economic Development Negotiations: to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of financial or other incentive to a business prospect.

## **RECONVENE INTO OPEN SESSION**

In accordance with Texas Government Code, chapter 551, the City Council will reconvene into regular session to consider action, if any, on matters discussed in executive session.

- 20. PUBLIC HEARING:** Consider and take appropriate action on public hearing on a proposed economic development project to purchase property on major roads within the city of Wolfforth to promote new or expanded business development.

*A public hearing is held by the governing body in order for the public to hear the facts and offer their opinions. The governing body is not obligated to engage in dialogue with those present.*

## **COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**

### **ADJOURN**

In accordance with the Americans with Disability Act any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Secretary at 806-855-4120 or send written request to P.O. Box 36 Wolfforth Texas 79382 at least 48 hours in advance of the meeting date.

#### **Certification**

I, the undersigned authority do hereby certify that the Notice of Meeting was posted at City Hall of the City of Wolfforth, Texas was posted on August 16, 2024 at 5:00 p.m.

/s/ Terri Robinette, City Secretary



# CITY COUNCIL MEETING

August 05, 2024 at 6:00 PM

WolfForth City Hall - 302 Main Street WolfForth, TX

## MINUTES

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### CALL MEETING TO ORDER

Meeting was called to order at 6:00 PM by Mayor Addington

**INVOCATION - Councilmember Place 1 David Cooper**

**PLEDGE OF ALLEGIANCE - Councilmember Place 2 Wesley Houck**

### ROLL CALL AND ESTABLISH A QUORUM

#### PRESENT

Mayor Charles Addington

Councilmember Place 1 David Cooper

Councilmember Place 2 Wesley Houck

Mayor Pro Tem Doug Hutcherson

Councilmember Place 4 Charlotte McDonald

Councilmember Place 5 Austin Brashier

### SAFETY REVIEW

### CITIZEN ENGAGEMENT

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*(Unapproved Draft)*

There were no public comments

## **CONSENT AGENDA**

Items considered to be routine are enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.

Motion to approve consent agenda

Motion made by Mayor Pro Tem Hutcheson, Seconded by Councilmember Place 4 McDonald.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor Pro Tem Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

1. Consider and take appropriate action on minutes from July 15, 2024 City Council Meeting
2. Consider and take appropriate action on minutes from July 29, 2024 City Council Meeting
3. Consider and take appropriate action on Pay Request No. 1 and Pay Request No. 2 from UCA for Wolfforth Disinfection System Improvements Phase 2

## **REGULAR SESSION**

4. **PUBLIC HEARING:** Consider and take appropriate action on an amendment to the Harvest Planned Development District.

*A public hearing is held by the governing body in order for the public to hear the facts and offer their opinions. The governing body is not obligated to engage in dialogue with those present.*

Betenbough has submitted amendments to the Harvest Planned Development District which would allow for more cottage-style homes due to market demand.

Public hearing was opened at 6:03 PM

There were no public comments

Public hearing was closed at 6:04 PM

5. Consider and take appropriate action on an amendment to Harvest Planned Development District.

Motion to approve the amendment to the Harvest Planned Development District

*(Unapproved Draft)*

Motion made by Councilmember Place 1 Cooper, Seconded by Mayor Pro Tem Hutcheson.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor Pro Tem Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

6. Consider and take appropriate action on approval of an amendment to Harvest Preliminary Plat.

Motion to approve the Harvest Preliminary Plat

Motion made by Mayor Pro Tem Hutcheson, Seconded by Councilmember Place 4 McDonald.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor Pro Tem Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

7. Consider and take appropriate action on Resolution 2024-024

RESOLUTION BY THE CITY OF WOLFFORTH, TEXAS (“CITY”) DENYING THE APPLICATION FILED BY WEST TEXAS GAS, LLC TO INCREASE RATES FILED ON ABOUT JULY 16, 2024; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

Motion to approve Resolution 2024-024

Motion made by Councilmember Place 5 Brashier, Seconded by Councilmember Place 4 McDonald.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor Pro Tem Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

8. Consider and take appropriate action on recommendation from OJD Engineering for award of bid for Wolfforth City Hall parking lot improvements

Motion to award the bid for the City Hall parking lot to W.A. Paving in the amount of \$88,559.78

Motion made by Councilmember Place 1 Cooper, Seconded by Mayor Pro Tem Hutcheson.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor Pro Tem Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

9. Consider and take appropriate action on report from Newgen Strategies and staff regarding implementation of Water Impact Fees.

Chris Ekrut with NewGen Strategies presented the most recent information regarding Water Impact Fees. Over the last two years, Impact Fees have been discussed at various Council

(Unapproved Draft)

meetings, with the CIAC committee and with area developers and home builders. A 5-year phased in approach would start impact fees at \$2,000 per water connection for FY 2025 and increase by \$600 until the full amount of \$4,372 is reached in FY 2029.

Motion to call for a public hearing regarding impact fees to be held on September 16, 2024.

Motion made by Councilmember Place 5 Brashier, Seconded by Mayor Pro Tem Hutcheson.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor Pro Tem Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

10. Consider and take appropriate action on Budget Workshop #4 for Fiscal Year 2024-2025

Budget Presentation #4 was given to the Council by City Manager Randy Criswell. Final tax rates were received late on Friday, August 2. Budget as it stands now still has a \$138,349 deficit in the general fund. Other funds are currently balanced. City Manager will continue to work to a balanced budget of all funds to bring back to the Council

2023 Tax Rate is \$0.731784 and tax levy is \$4.4 million

2024 Rates

NNR M&O: \$0.566989

VAR: \$0.736555

Debt Rate: \$0.149722

De Minimis: \$0.779979

The current general fund property tax levy is budgeted at \$5,104,144 based on the de minimis rate.

Motion to authorize staff to proceed with the steps necessary to issue a \$2 million Tax Anticipation Note for the purchase of equipment including Fire Apparatus, ambulance, police vehicles and an outdoor warning siren for south Wolfforth.

Motion made by Mayor Pro Tem Hutcheson, Seconded by Councilmember Place 1 Cooper.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor Pro Tem Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

Motion to set the proposed rate for the 2024 tax rate at \$0.779979/\$100 valuation.

Motion made by Mayor Pro Tem Hutcheson, Seconded by Councilmember Place 1 Cooper.



*(Unapproved Draft)*

Roll-call Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor

Pro Tem Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

**COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**

**ADJOURN**

Motion to adjourn at 7:35 PM

Motion made by Councilmember Place 1 Cooper, Seconded by Councilmember Place 4 McDonald.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor Pro Tem  
Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

**PASSED AND APPROVED THIS THE 19TH DAY OF AUGUST, 2024.**

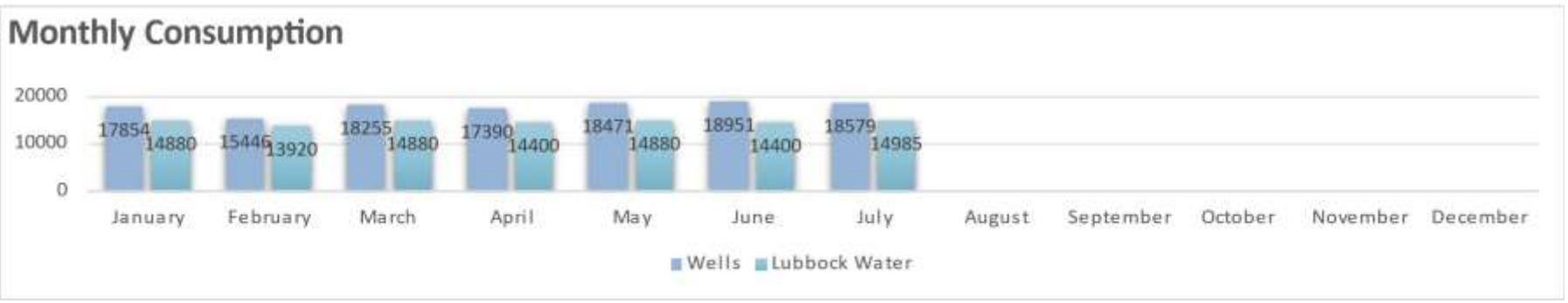
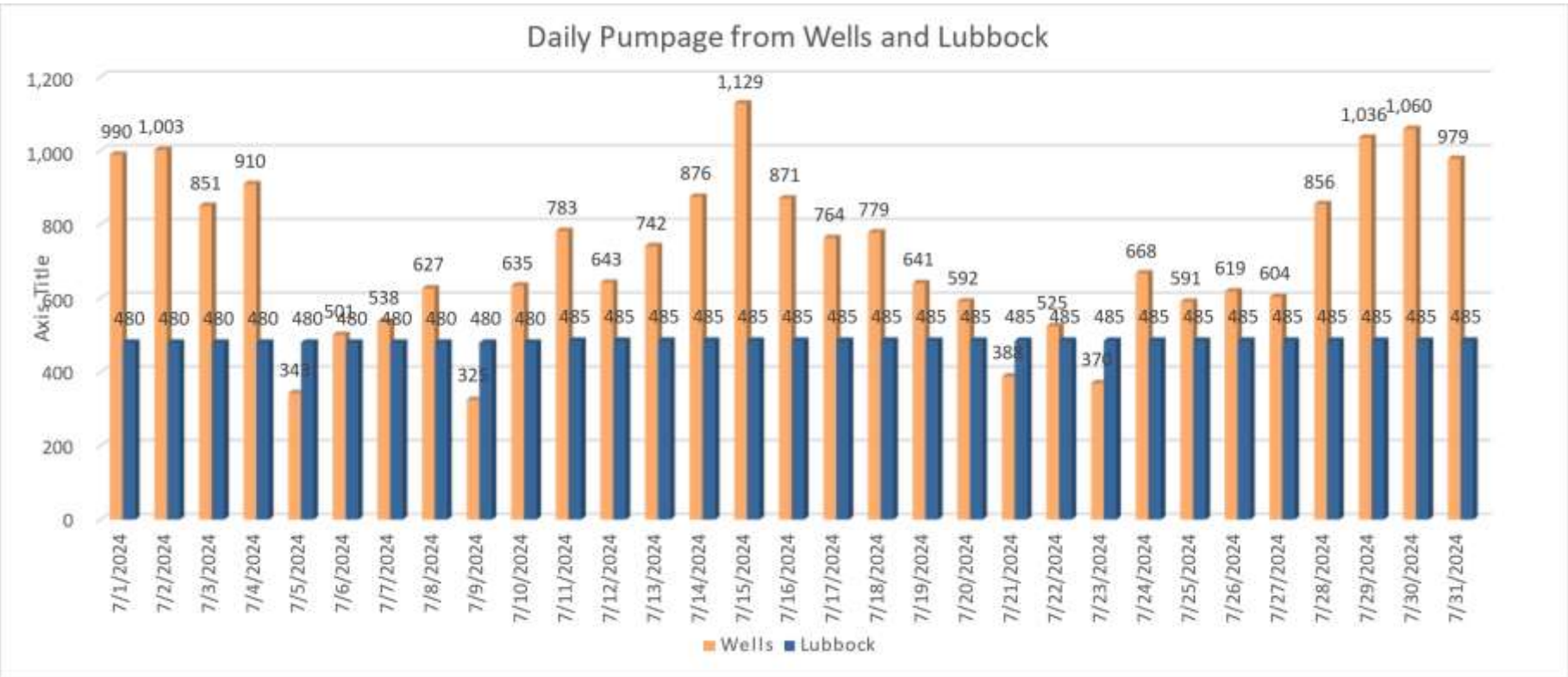
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Charles Addington, II, Mayor  
City of Wolforth, Texas

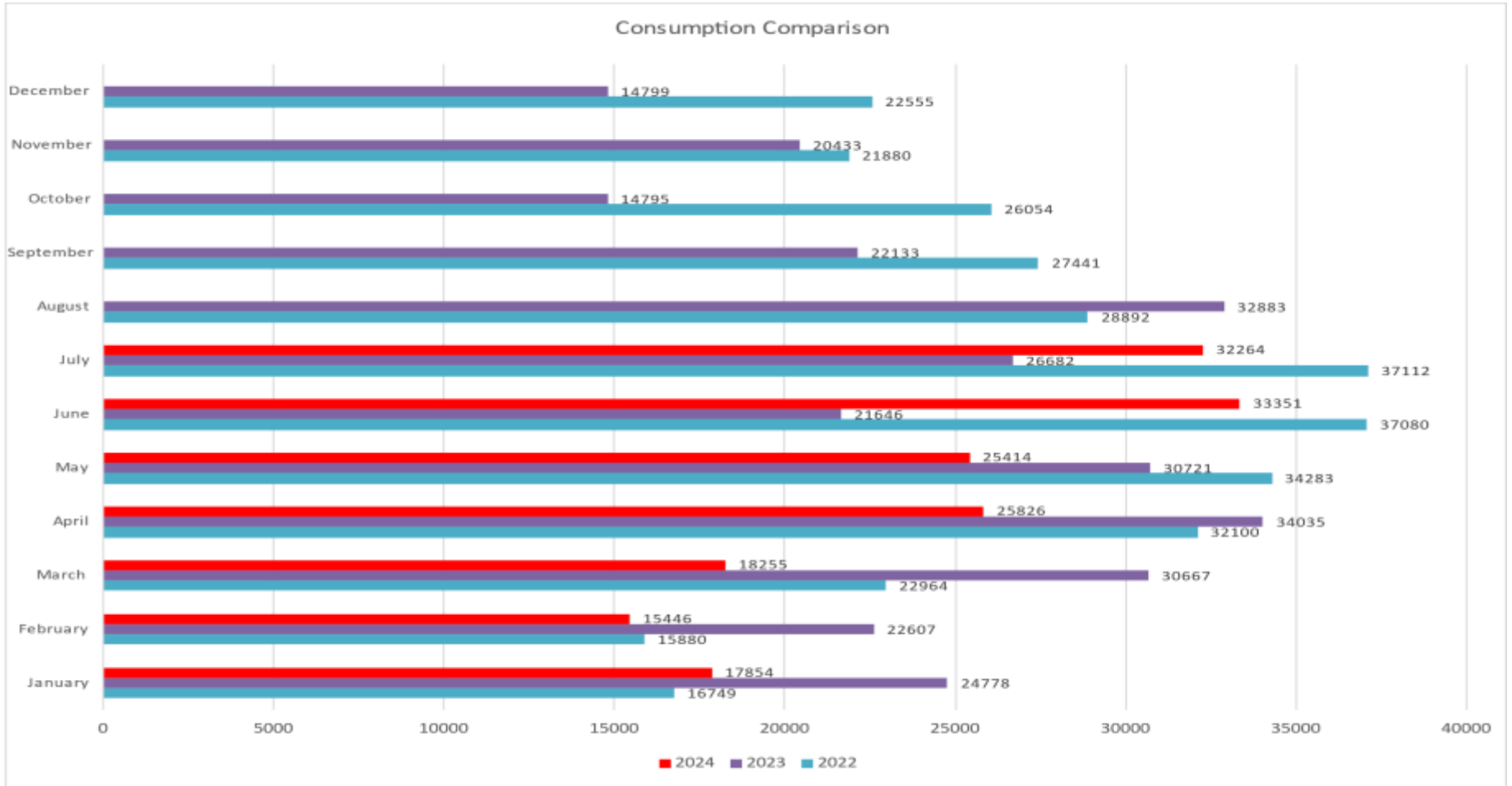
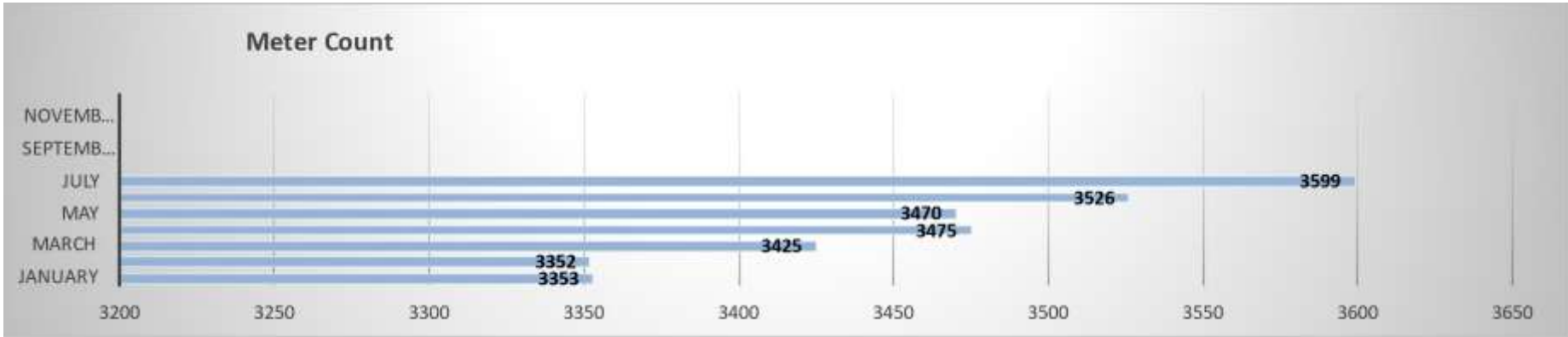
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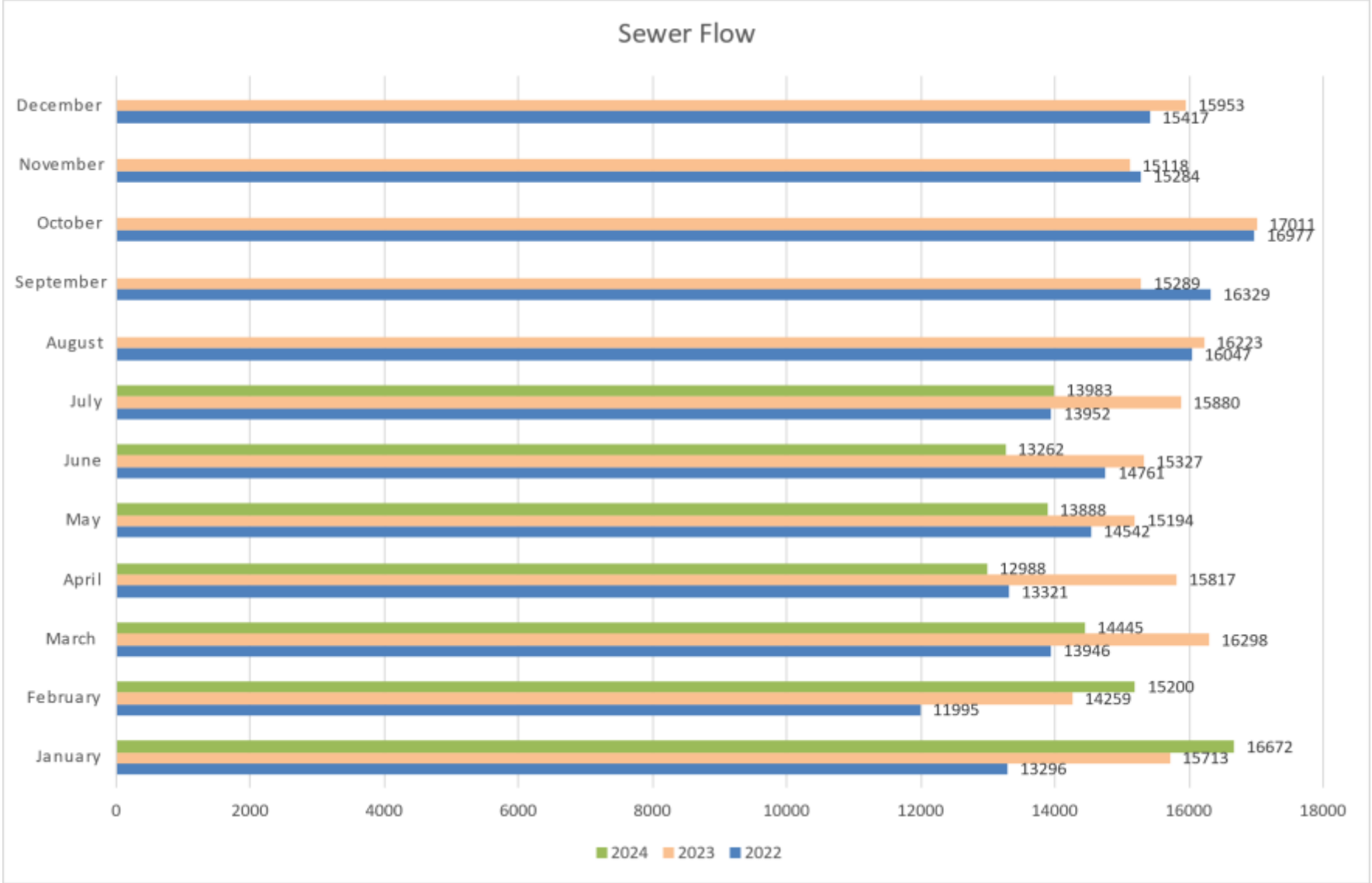
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Terri Robinette, City Secretary

# Departmental Reports July 2024

Public Works Reports  
July 2024







811  
locates 56

lworq summary 219 Work orders

Building maintenance	3 Install Meter	25 Sewer	0 Disonnect	34
Container check	2 Low Pressure	3 Signs	0 CSI	0
Data Log	4 Meter Issues	3 Streets	Debris 0 Removal	0
Detect leak	7 Meter read	1 Water	0 Other-Water	1
Door tag	14 Locks	0 Pothole repair	Animal at 0 Large	0
Furniture	Meter can 0 repair	0 Repairs	0	
Grade Alley	0 Re read	Verify 3 occupancy	0	
Garbage	Non Payment 2 Disonnect	7 Connect	49	
Water Leak	Non Payment 1 Reconnect	60		

# Development Reports July 2024



## Monthly Report July 2024

### **New Construction:** 27-Residential

Estimated Value: \$ 6,684,803

Subdivision: Harvest-6, Overlook-6, Overlook West- 12, Windsor- 3

27-Single Family

### **Ongoing Construction:** 4-Commercial, 173-Residential

Subdivision: Harvest-109, Overlook-19, Preston Manor-10, Windsor Estates-7, Frenship Mesa-1, Overlook West-24

170-Single Family

3- Multi-Family

4-Commerical (Methodist Church, 2 FISD Projects, 1 Industrial Park on Hwy 62/82)

### **Completed Construction:** 33-Residential, 1-Commercial

Subdivision: Harvest- 22, Overlook West-8, Preston Manor-2, Overlook-1

33-Single Family

1-Commercial (Methodist Church Classrooms)

## Plat and Commercial Update July 2024

### **Platting:**

Harvest 8A- TCEQ Approval Granted, went to council 12-18-23

Overlook West Phase 2- TCEQ Approval granted, revised plat to council 4-1-24

Iron Horse Phase 2- TCEQ Approval granted, Council approval 1-22-24

Harvest 9- TCEQ Approval granted, going to Council June 17<sup>th</sup>

Aidan Addition- City Council approved July 15<sup>th</sup> (Chelo's)

### **Commercial:**

Frenship ISD Soccer Complex- permitted

Frenship ISD Expansion of 9<sup>th</sup> Grade Center- permitted

Methodist Church- Engineering plans in review process

Industrial Park- Patel Dr. and Hwy 62/82- Permitted, Construction has begun

Permit Title	Permit Description	Project Address	Applicant	Date Started	Project Square Feet	Estimated Valuation
Building Permit New (R)	Single Family Home	214 14th Street	Brock Baker, D.R. Horton	07/01/2024	2928	301584
Building Permit New (R)	Single Family Home	2016 Herd Avenue	Betenbough Homes	07/23/2024	1429	147187
Building Permit New (R)	Single Family Home	1308 Farmhouse Avenue	Douglas Smith	07/11/2024	1787	184061
Building Permit New (R)	Single Family Home	1310 Farmhouse Avenue	Douglas Smith	07/11/2024	1982	204146
Building Permit New (R)	Single Family Home	1312 Farmhouse Avenue	Douglas Smith	07/11/2024	1808	186224
Building Permit New (R)	Single Family Home	1402 Farmhouse Avenue	Douglas Smith	07/11/2024	1787	103
Building Permit New (R)	Single Family Home	1206 N 14th St	Jake Shannon, Greystone Homes	07/16/2024	3421	352363
Building Permit New (R)	Single Family Home	3402 Farmhouse Avenue	Betenbough Homes	07/22/2024	2755	283765
Building Permit New (R)	Single Family Home	3412 Farmhouse Avenue	Betenbough Homes	07/22/2024	2793	287679
Building Permit New (R)	Single Family Home	608 N 13th Street	Brandon Rogers, David Rogers Homes	07/09/2024	3773	388619
Building Permit New (R)	Single Family Home	2908 Ranch Avenue	Betenbough Homes	07/22/2024	3342	344226
Building Permit New (R)	Single Family Home	610 N 13th Street	Brandon Rogers, David Rogers Homes	07/09/2024	4037	415811
Building Permit New (R)	Single Family Home	2902 Durham Avenue	Betenbough Homes	07/03/2024	2416	248848
Building Permit New (R)	Single Family Home	2017 Herd Avenue	Betenbough Homes	07/23/2024	1450	149350
Building Permit New (R)	Single Family Home	216 14th Street	Brock Baker, D.R. Horton	07/02/2024	2316	238548
Building Permit New (R)	Single Family Home	610 E 14th Street	Brody Engle, Haven Homes LBK LLC	07/25/2024	2387	245861
Building Permit New (R)	Single Family Home	218 14th Street	Brock Baker, D.R. Horton	07/02/2024	2237	230411
Building Permit New (R)	Single Family Home	217 14th Street	Brock Baker, D.R. Horton	07/02/2024	2074	213622
Building Permit New (R)	Single Family Home	219 14th Street	Brock Baker, D.R. Horton	07/02/2024	2334	240402
Building Permit New (R)	Single Family Home	220 14th Street	Brock Baker, D.R. Horton	07/02/2024	2680	276040
Building Permit New (R)	Single Family Home	222 14th Street	Brock Baker, D.R. Horton	07/02/2024	2074	213622
Building Permit New (R)	Single Family Home	221 14th Street	Brock Baker, D.R. Horton	07/02/2024	2237	230411
Building Permit New (R)	Single Family Home	223 14th Street	Brock Baker, D.R. Horton	07/02/2024	2951	303953
Building Permit New (R)	Single Family Home	224 14th Street	Brock Baker, D.R. Horton	07/02/2024	2358	242874
Building Permit New (R)	Single Family Home	215 14th Street	Brock Baker, D.R. Horton	07/02/2024	2358	242874
Building Permit New (R)	Single Family Home	213 14th Street	Brock Baker, D.R. Horton	07/02/2024	2680	276040
Building Permit New (R)	Single Family Home	1409 Durham Avenue	Jake Shannon, Sulfur Springs Holdings	07/12/2024	2293	236179
				TOTAL	66687	6684803



# Monthly Case Activity Summary

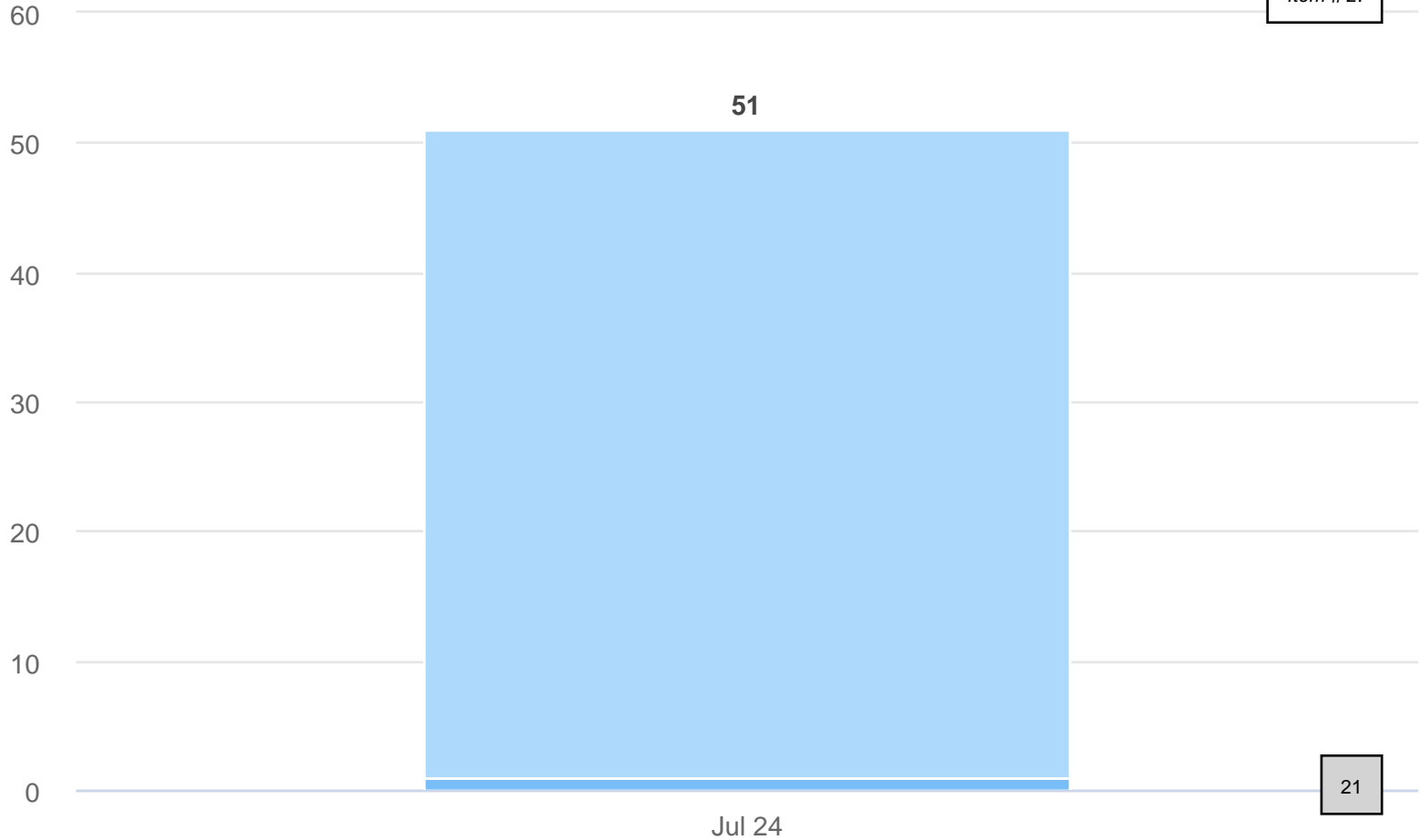
from feed: 07/01/2024 - 07/31/2024

TEMPLATE	REPORTED VIOLATIONS	WORKING VIOLATIONS	CORRECTED VIOLATIONS	TOTAL VIOLATIONS	ACTIVE CASES	ARCHIVED CASES	TOTAL CASES	ISSUED CITATIONS
Illegal Dumping	0	2	0	2	1	1	1	0
Junk Vehicle	0	2	0	2	2	3	2	0
Nuisance: General	0	1	0	1	1	1	1	0
Off-Street Recreational Vehicle Parking and Storage	0	1	0	1	1	0	1	0
Parking on Unimproved Surface	0	1	0	1	1	1	1	0
Parking or Blocking Sidewalk	0	1	0	1	1	0	1	0
Property Maintenance: Fence	0	2	0	2	2	0	2	0
Stagnant Water, Weeds, and Rubbish	0	143	0	143	132	20	140	0
<b>AVERAGE</b>	<b>0.00</b>	<b>19.13</b>	<b>0.00</b>	<b>19.13</b>	<b>17.63</b>	<b>3.25</b>	<b>18.63</b>	<b>0.00</b>
<b>TOTAL</b>	<b>0.00</b>	<b>153.00</b>	<b>0.00</b>	<b>153.00</b>	<b>141.00</b>	<b>26.00</b>	<b>149.00</b>	<b>0.00</b>

# SWPPP July 2024

Passed Partial Passed Failed Canceled

Item #2.



# Police Reports July 2024

# WOLFFORTH POLICE DEPARTMENT

Item # 2.

## Calls - By Type

07\01\2024  
thru 07\31\2024

Type	Description	# Of Calls
8	911 HANGUP	7
5	ACCIDENT (BLUE FORM)	4
7	ACCIDENT (REPORTABLE)	7
9	ALARM (FALSE BUSINESS)	11
1	ALARM (FALSE RESIDENTIAL)	9
3	ALARM (FALSE SCHOOL)	1
10	ANIMAL COMPLAINT	12
13	ASSAULT (PHYSICAL)	2
15	ASSAULT (THREAT)	1
16	ASSIST OTHER AGENCY (FIRE EMS)	5
18	ASSIST OTHER AGENCY (OTHER)	13
22	BURGLARY (RESIDENTIAL)	4
23	BURGLARY (VEHICLE)	4
24	CHECK BUSINESS	41
25	CHECK RESIDENCE	1
26	CHECK WELFARE (PERSON)	19
27	CITY ORDINANCE VIOLATION	11
28	CIVIL DISPUTE	3
29	CIVIL MATTER	10
37	CRIMINAL MISCHIEF (ALL OTHERS)	4
41	DEADLY CONDUCT	1
42	DEATH	3
43	DISORDERLY CONDUCT	21
51	DWI	1
52	EMERGENCY DETENTION	1
55	FIRE (NON STRUCTURE)	1
57	FORGERY	1
59	HARASSMENT	3
60	INFORMATION	28
66	MOTORIST ASSIST	9
67	OTHER	1
68	PROPERTY (FOUND)	2
70	PROWLER	3
71	PUBLIC INTOXICATION	1
101	RADAR CHECK	90
102	REPORT	19
73	RUNAWAY	1
100	S.T.E.P	10
78	SUSPICIOUS ACTIVITY ( PERSON)	12
79	SUSPICIOUS ACTIVITY ( VEHICLE)	18
80	THEFT	4
81	TRAFFIC	4
82	TRAFFIC COMPLAINT	13
85	TRAFFIC CONTACT ( WARNING)	3
84	TRAFFIC CONTACT (CITATION)	3
86	TRAFFIC HAZARD ( LIGHTS OUT, WIRES DOWN, DEBRIS IN ROADWAY, ETC)	3
89	UUMV	5
90	VEHICLE ( ABANDONED)	2
96	WARRANT SERVICE (CRIMINAL)	3
98	ZONE PATROL	1,347

Type	Description	# Of Calls	Item # 2.
	<b>Total</b>	1,782	



# OffenseStopCount

This report does not include voided, test, or deleted records, but does include warnings (if \*ALL\* or WARNINGS is selected in the Stop Result field).

	237 Stops	347 Violations
	236 Stops	346 Violations
Defective Stop Lamps		13
Driving While License Suspended		3
Drove Without Lights When Required		11
Expired Driver License		3
Expired Registration		44
Fail to Display Driver License		3
Fail To Report Change Of Address Or Name		4
Fail to Stop Proper Place - Traffic Light		4
Failed To Signal Distance Before Turn		6
Failed To Signal Lane Change		4
Failed To Signal Turn		2
Failure to Maintain Financial Responsibility		25
Fictitious License Plate/Registration/Safety Inspection		2
Minor In Possession		1
No Driver License		15
Obstructed View Through Windshield		2
Open Container in Motor Vehicle - Driver		3
Operate Motor Vehicle Without Plates		6
Possession of Drug Paraphernalia		1
Ran Stop Sign		8
Reckless Damage		1
Speeding		82
Turned Right Too Wide		2
Violate Driver License Restriction		2
Disregarded Traffic Control Device		4
Changed Lane When Unsafe		1
Defective Turn Signal Lamps		1
Display Fictitious License Plate		2
Driving While License Invalid		6



# OffenseStopCount

Drove On Sidewalk		1
Fail to Stop-Designated Point - Stop Sign		7
Failure to Maintain Financial Responsibility - 2nd Offense		2
Improper Turn		2
No License Plate Light		16
No Motorcycle License		1
No Rabies Vaccination		1
Ran Red Light		2
Defective Head Lamps		18
Defective Tail Lamps		14
Fail To Control Speed		1
Failed To Drive In Single Lane		5
Unrestrained Child - Safety Seat Violation		1
Leaving Scene Of Accident		1
Defective Brakes		1
Failed to Dim Headlights - Following		1
Failed to Dim Headlights - Meeting		1
Drove Center Lane - Not Pass or Left Turn		1
Disregard Police Officer or Crossing Guard		1
Impeding Traffic		1
Public Intoxication		1
Turned Left From Wrong Lane		1
No Tail Lamps		3
Stopping In Prohibited Area		1
Violation of Ordinance - Parking Regulations		1
<b>Zone 06</b>	<b>1 Stops</b>	<b>1 Violations</b>
Speeding		1

# Library Reports July 2024

## Library Report

Dates included: July 1, 2024 – July 30, 2024

Circulation Statistics: 5,633 Checkouts (up 892 from July 2023)

Cards issued: 140 new cards/ 42 digitally (up 24 from July 2023)

Materials Added: 364 Items                      Value: \$6,296.55

Materials Weeded: 221 Items                      Value: \$2,588.90

Overdrive (WT Digital Consortium) – 6,165 eBooks, 4,657 eAudiobooks, and 432 eMagazines

Overdrive New User Registrations – 42 new users

Total number of visitors: 3,187 (up 648 from July 2023)

Total number of computer users: 151

Total number of reference questions: 1,233

Meeting Room reservations: 14

- We use the large room almost daily for Library/ community events, GED/ESL, and Fire/EMT classes.

Program totals: 33 Total Programs: (15 more programs than July 2023)

Family – 11 | Preschool – 12 | School Age – 1 | Teen – 3 | Adult – 3 | Outreach – 3 |

Total Participation: 781 Total: 328 Babies/Toddlers (0-5) | 147 Children (6-11) | 29 Teens (12-18) | 277 adults

July Beanstack overview: 56 New Registrations | 6,796 Books | 14,407 Minutes Read | 308 Active Readers

\*Some programs track minutes read and some track the books read.

Summer Reading 2024: 623 Registered Participants | 437 Active Participants | 16,174 Books Read

Programs are offered for all ages!

Volunteer Hours: 45:05 hours

Summer Reading was a huge success this year, with active readers in all age categories. As part of the program, readers entered raffle drawings with tickets earned by logging books for over 60 prizes. Winners were announced at our annual end-of-summer party. With summer reading over, we are preparing for a full fall calendar with programs for all ages including our Family Place workshops, STEAM Clubs, storytimes with Mrs. Taylor, Parenting Cottage, and Literacy Lubbock, music and movement classes offered by a licensed music therapist, and outreach storytimes at area daycare centers. We will spend the month of August hosting a limited number of programs to allow us time to complete an inventory of the collection and prepare lesson plans and resources for the fall.

# Fire Department Reports July 2024

<b>Wolfforth Fire EMS</b>								
<b>2024 Run Totals</b>								
<b>January</b>	City of Wolfforth	Lubbock County	City of Lubbock	City of Ropesville	Hockley County	City of Levelland	Yoakum Co	
<b>Fire</b>	28	22		4			1	55
<b>EMS</b>	38	41		8	6			93
<b>February</b>								
<b>Fire</b>	15	14						29
<b>EMS</b>	34	40	3	3	2			82
<b>March</b>								
<b>Fire</b>	12	19			1			32
<b>EMS</b>	64	49	3	2	10			128
<b>April</b>								
<b>Fire</b>	15	17						32
<b>EMS</b>	60	47	3	1	10			121
<b>May</b>								
<b>Fire</b>	16	11			1	1		29
<b>EMS</b>	52	49		2	4			107
<b>June</b>								
<b>Fire</b>	29	15		1	1			46
<b>EMS</b>	55	51	1	2	6			115
<b>July</b>								
<b>Fire</b>	18	28						46
<b>EMS</b>	60	33	1	7	1			102
<b>August</b>								
<b>Fire</b>								0
<b>EMS</b>								0

<b>September</b>								
Fire								0
EMS								0

<b>October</b>								
Fire								0
EMS								0

<b>November</b>								
Fire								0
EMS								0

<b>December</b>								
Fire								0
EMS								0

DocuSigned by:  
*Lance Barrett*  
7B54913BE634441...

8/8/2024

# EDC Report July 2024





## Wolfforth Economic Development Corporation Monthly Report

### July

- Executed a successful 4<sup>th</sup> on the 5<sup>th</sup> celebration planned by EDC director and Kimberlea Groves.
- Used PlacerAI data to compile report for fire and PD for post 4<sup>th</sup> on the 5<sup>th</sup> meeting. Data shows about 10-11 thousand people in the Patterson Park vicinity.
- Meeting with Power Up Texas, and non-profit that is educating and advocating for innovative, sustainable, and reliable electricity generation in Texas.
- Meeting with real estate consultants by phone and in person
- Create social media advertising for local businesses using the canva platform.
- Volunteer work with Frenship Foundation serving administrators lunch on their first day back.
- EDC director and board member Nicole Butler met with Purpose Marketing to establish six-month marketing campaign for both Industry attraction and quality of life.
- EDC director met with regional economic development group, the High Ground, in Plainview, Texas to discuss the needs of the region. EDC director was asked to serve as a board of directors starting in October.
- EDC director met with Retail Strategies in person for a boots on the ground analysis of Wolfforth.
- Attended and spoke at Hero Home ribbon cutting
- Visited and discussed expansion of a business. (LLB)
- Attended webinars for social media and PlacerAI
- Designed plaque for entryway signage
- Began the planning process for Harvest Festival with Kimberlea Groves and Tara Tomlinson.
- Attended Southern Economic Development Council Conference, bringing back valuable information, such as the impact of sports development in communities.

### August (Up to August 14<sup>th</sup>)

- Meeting with Lubbock Economic Development Alliance on project for Cityside Business Park.
- EDC director initiated and attended lunch for project A.
- EDC director and Board president attended a development meeting for project M.

- Meeting with Lubbock Economic Development Alliance on expansion of current Wolfforth business.
- Meeting with real estate consultants
- Attended final walkthrough on entryway signage.
- Contacted local businesses for new pictures and footage for social media and website.
- Attend Community in Schools fundraising evening event as a representative of Wolfforth
- Held tours and attended dinner with Insyteful and outside economist Joe Turnham.
- Board approved incentive application for Hollands Office Supply for the purchase of a laser engraver.
- Attended South Plains association of Governments regional meeting covering the Comprehensive Economic Development Strategy plan. Discussed SWOT analysis for the region.

On-Going Monthly Activity:

- Continue to create social media content, monitor all social media platforms, like and comment on business posts
- Monitor website activity and create content articles as needed
- Pop into businesses to say hi and check in, in between business retention and expansion visits.
- Communicate with LeadingEDG on business activities



## AGENDA ITEM COMMENTARY

---

<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	August 19 2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on Pay Request No. 3 from UCA for Wolfforth Disinfection System Improvements Phase 2
<b>STAFF INITIATOR:</b>	Randy Hall

---

### BACKGROUND:

This is a Pay Request for the Chloramine Conversion Phase 2 by UCA.

Pay Request 3 has been received and is attached as an exhibit to this item. The work has been approved by City Engineer and is recommended for Payment. The breakdown is as follows:

a. Original Contract Amount:	\$596,375.00
b. Work Performed this Pay Request	\$310,280.00
c. Materials Stored	\$32,150.52
d. Total Work Performed + Materials Sored	\$471,375.00
e. Retainage	\$27,812.95
f. Paid Previous Applications	\$193,342.52
Amount Due: (d-e-f)	\$250,316.53

### EXHIBITS:

UCA Pay Request No. 3

### COUNCIL ACTION/STAFF RECOMMENDATION:

Staff Recommends payment as requested.



**Contractor's Application and Certificate for Payment**

To: Kimley-Horn 4411 98th St., Suite 300 Lubbock, TX 79424	From: Utility Contractors of America, Inc. 5805 CR 7700 Lubbock, TX 79424	Application Number: 3 Application Period: 07/01/24 - 07/31/24 Application Date: 7/31/2024
---	--	---

24-240 - Wolfforth Disinfection System Improvements, Phase 2				Total This Period	Total to Date
<b>Change Order Summary</b>				ORIGINAL CONTRACT SUM	\$596,375.00
Change Orders Approved by Owner				NET CHANGE BY CHANGE ORDERS	\$0.00
Number	Date Approved	Additions	Deductions	CONTRACT SUM TO DATE (Line 1 + 2)	\$596,375.00
				WORK COMPLETED	\$310,280.00
				MATERIALS STORED	-\$32,150.52
				TOTAL COMPLETED & STORED	\$278,129.48
				<b>RETAINAGE</b>	
				<b>10% of Completed Work and Stored Material</b>	\$27,812.95
TOTALS				AMOUNT ELIGIBLE TO DATE	\$443,562.05
NET CHANGE BY CHANGE ORDERS				LESS PREVIOUS APPLICATIONS	\$193,245.52
				<b>AMOUNT DUE THIS APPLICATION</b>	<b>\$250,316.53</b>
				BALANCE TO FINISH, PLUS RETAINAGE	\$152,812.95

**Contractor's Certification**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Your check may be converted to ACH

By: Chin Babos VP Date: 8/5/24  
Utility Contractors of America, Inc.

**Approved For Payment:**

By: [Signature] Date: 8/1/2024  
Kimley-Horn



Progress Estimate

Job Name:		24-240 - Wolfforth Disinfection System Improvements, Phase 2						Application Number:		3			
Application Period:		07/01/24 - 07/31/24						Application Date:		7/31/2024			
A		B				C		D		E		F	
Item						Work Completed							
				Scheduled Value		This Period		Previous Period		To Date			
Item	Description	Units	Quantity	Unit Price	Scheduled Value	Quantity	Amount	Quantity	Amount	Quantity	Amount	% (G/B)	Balance to Finish (B-G)
01	12"C900 Waterline, Mixer, & Tank Fill Pipe	LS	1	\$310,000.00	\$310,000.00	0.48	\$ 148,905.00	0.52	\$ 161,095.00	1.00	\$ 310,000.00	100.00%	
02	Sample Pex Tubing, Sample Port, & Analyze	LF	165	\$275.00	\$45,375.00	165.00	\$ 45,375.00	0.00	\$ -	165.00	\$ 45,375.00	100.00%	
03	Electrical/Controls	LS	1	\$125,000.00	\$125,000.00		\$ -	0.00	\$ -	0.00	\$ -	0.00%	\$ 125,000.00
04	Flow Meter, Valve & Vault	EA	1	\$116,000.00	\$116,000.00	1.00	\$ 116,000.00	0.00	\$ -	1.00	\$ 116,000.00	100.00%	
<b>Totals</b>					<b>\$596,375.00</b>		<b>\$ 310,280.00</b>		<b>\$ 161,095.00</b>		<b>\$ 471,375.00</b>	<b>79.04%</b>	<b>\$ 125,000.00</b>



Stored Materials

Job Name:		24-240 - Wolfforth Disinfection System Improvements, Phase 2					Application Number: 3			
Application Period:		07/01/24 - 07/31/24					Application Date: 7/31/2024			
A	B	C	D	E	F	G	H	I	J	K
Item Number	Description	Unit Price	Previous Quantity On Hand	Received This Period	Installed This Period	Balance On Hand	Total Installed To Date	Plan Qty	Materials Owed This Period (\$)	Materials Remaining in Storage (\$)
04	Flow Meter, Valve & Vault	19,697.40	1.00		1.00	0.00	1.00	1.00	(19,697.40)	0.00
04	Flow Meter, Valve & Vault	12,453.12	1.00		1.00	0.00	1.00	1.00	(12,453.12)	0.00
									(32,150.52)	0.00



## AGENDA ITEM COMMENTARY

---

<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	August 19, 2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on Resolution 2024-026 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A PAYMENT AGREEMENT WITH PRESTON MANOR MANAGEMENT, LLC FOR THE REIMBURSEMENT OF EXPENSES; AND PROVIDING AN EFFECTIVE DATE
<b>STAFF INITIATOR:</b>	Terri Robinette, City Secretary

---

### BACKGROUND:

During the May 20, 2024 meeting of the PID #2 Advisory Board, there was discussion on the purchase of a replacement fountain for the large playa located in the park at North 7<sup>th</sup> Street and Cambridge Ave. The fountain that was located there in the past is beyond repair and has not worked for some time. Preston Manor Management has allocated funds from its capital reserves to purchase the fountain. Since all the PID #2 improvements are owned by the City, and the purchase of this fountain in the amount of \$14,971.90 will need to be capitalized and added to the City's insurance coverage schedule, Staff believes the purchase should be made by the City through the PID #2 fund and then the expense reimbursed by Preston Manor Management.

The City Attorney has drafted the attached Payment Agreement for your consideration. Estimates were obtained by Preston Manor Management and the chosen contractor estimates are also attached.

### EXHIBITS:

Resolution

Payment Agreement between the City and PM Management

Estimates for fountain and electrical installation

### COUNCIL ACTION/STAFF RECOMMENDATION:

Recommend approval of the Resolution

**RESOLUTION NO. 2024-026**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A PAYMENT AGREEMENT WITH PRESTON MANOR MANAGEMENT, LLC FOR THE REIMBURSEMENT OF EXPENSES; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council desires to authorize a payment agreement with Preston Manor Management, LLC for the purchase of a display fountain.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS:**

**SECTION 1.** The City Council hereby approves the purchase agreement between the City of Wolfforth and Preston Manor Management, LLC for the purchase of a display fountain attached to this Resolution as **Exhibit A**.

**SECTION 2.** This Resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Wolfforth, Texas on this the 19th day of August, 2024.

---

Charles Addington, II, Mayor  
City of Wolfforth, Texas

ATTEST:

---

Terri Robinette, City Secretary



## **Payment Agreement between Preston Manor Management, LLC. and the City of Wolfforth Regarding a Monument Sign**

This Payment Agreement (“Agreement”) is entered into on August \_\_\_\_, 2024 by and between **Preston Manor Management, LLC** (“Manager”), a Texas limited liability corporation, and the City of Wolfforth (“City”), a Texas home-rule municipality (collectively the “Parties”).

**WHEREAS**, the Manager and City entered into a Management Services Agreement on August 30, 2016, which was to expire on September 30, 2021, but was extended to expire on September 30, 2026 by Amendment No. 01 to the Agreement on August 30, 2021 (collectively the “Agreement”);

**WHEREAS**, the purpose of the Agreement is for the Manager to manage the operations of the PID Two Improvements as defined in the Agreement;

**WHEREAS**, City owns the PID Two Improvements;

**WHEREAS**, Manager requested the addition of a display fountain to be added to the PID Two Improvements;

**WHEREAS**, City obtained quotes from JTG Construction and Phillip Jones to construct the display fountain for the amount of \$14,971.90 (attached as Exhibit “A”); and

**WHEREAS**, Manager has agreed to reimburse City for the cost of installing the display fountain.

NOW THEREFORE, the Parties hereto severally and collectively agree and, by execution hereof, are bound to the mutual obligations herein contained and to the performance and accomplishment of tasks hereinafter described:

### **I. PURPOSE**

1.1 This AGREEMENT is entered into between the Parties to establish the responsibilities of the Parties.

1.2 City will construct the display fountain in Preston Manor.

1.3 Manager will be responsible to pay to City the full amount for the construction and installation of the display fountain. If the cost of the construction and the installation of the display fountain is greater than \$14,971.90, Manager will be responsible for the full amount.

1.4 **No Waiver.** No delay or omission by either party in exercising any right that may accrue to it pursuant to this Agreement will operate as a waiver of any other right that may accrue pursuant hereto.

1.5 **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action arising out of or in connection with this Agreement

shall be in Lubbock County, Texas.

1.6 **Term.** Unless otherwise provided in this Agreement, the Term of this Agreement shall end upon the payment by Manager for the full cost of the display fountain.

1.7 **Amendment.** This Agreement and said attachments, if any, may only be amended, supplemented, modified, or canceled by a duly executed written instrument agreed to by both parties.

1.8 **Notice.** All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof and confirmed by telephone by sender, (b) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Manager	Preston Manor Management, LLC Attn.: Michael E. Montgomery 1020 E. Levee St., Suite 130 Dallas, Texas 75207
---------	--

City of Wolfforth	City of Wolfforth Attn.: Ms. Terri Robinette P.O. Box 36 Wolfforth, TX 79382
-------------------	---

or addressed as such party may from time to time designate by written notice to the other parties. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

“Business Day” shall mean any day other than a Saturday, Sunday, or any other day on which commercial banks in the State of Texas are not open for business.

#### **PRESTON MANOR MANAGEMENT, LLC**

By: \_\_\_\_\_  
Michael E. Montgomery, Manager

#### **CITY OF WOLFFORTH**

By: \_\_\_\_\_  
Randy Criswell, City Manager

Phillip Jones  
P.O. Box 1205  
Wolfforth, TX 79382

Item # 4.

# Estimate

Date	Estimate #
6/7/2024	702

Name / Address
City of Wolfforth P.O. Box 36 Wolfforth, Texas 79382

Project

Description	Qty	Cost	Total
Kasco 5Hp 230v Fountain W/5 nozzles 5 year warranty 200 ft cord	1	8,334.48	8,334.48
Stainless steel 6 LED light kit 19 watt each 200 ft cord	1	3,182.42	3,182.42
Shipping and delivery	1	655.00	655.00
install	1	1,700.00	1,700.00
Not responsible For Electrical Outlets or hookup		0.00	0.00
Deposit required---\$12171.90--- remaining balance due when job is completed		0.00	0.00
Tax exempt		0.00	0.00
Unit will have to be maintained for warranty		0.00	0.00
Customer Copy		<b>Subtotal</b>	\$13,871.90
		<b>Sales Tax (8.25%)</b>	\$0.00
		<b>Total</b>	\$13,871.90

JTG Construction LLC

9223 E CR 6700

Lubbock, TX 79403

# Quote

Date	Quote #
6/17/2024	074

Name / Address
City of Wolforth PO Box 36 302 Main Street Wolforth, Texas 79382

Rep	Project

Description	Qty	Total
Electrical Work Performed At Preston Manor City Park: -Take down old panel for fountains at park -Install new panel and terminate connections as per code		1,100.00
<b>Total</b>		\$1,100.00



## AGENDA ITEM COMMENTARY

---

<b>MEETING NAME:</b>	City Council Meeting
<b>MEETING DATE:</b>	August 19, 2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on the use of Hotel Occupancy Tax funds to support the arts and festivals events associated with the City of WolfForth.
<b>STAFF INITIATOR:</b>	Tara Tomlinson, Director of Development Services

---

### BACKGROUND:

The event staff committee is requesting the use of \$9650.00 from Hotel Occupancy Tax funds. These funds will be used to purchase a stage for City of WolfForth events, such as Harvest Festival, Tree Lighting Ceremony, 4<sup>th</sup> on the 5<sup>th</sup>, and any other City sponsored events. All of these events are currently utilizing HOT funds due to attracting visitors and bringing in a large number of people. Currently, in Lubbock and the surrounding areas, it is difficult to find a stage to rent and cost can run upwards into the \$1000s. With the increasing number of attendees and events, it is practical for the City of WolfForth to purchase their own to use and ultimately, more economical over time. The stage is used for things such as the band/Harvest Queen during Harvest Festival and Santa Claus for the Tree Lighting Ceremony. In previous events, the City of WolfForth borrowed a stage that was 8' x 16' and a height of 12". The stage was insufficient in size and required a larger capacity. Therefore, the request is for a 16' x 20' stage at a height of 24" with stair access.

### EXHIBITS:

1. Details on stage requested
2. Quote for Stage

### COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends the use of the HOT funds for City of WolfForth sponsored events.

16' x 20' - 24" Economy Executive Portable  
Stage Kit (Poly Finish)

# **FAST FACTS**

## **THE STAGE DEPOT**

**AMERICA'S #1 PORTABLE  
STAGE RETAILER**

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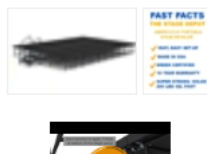
Home > ECONOMY EXECUTIVE STAGE KITS > POLY FINISH ECONOMY EXECUTIVE STAGE KITS >

## 16' X 20' - 24" ECONOMY EXECUTIVE PORTABLE STAGE KIT (POLY FINISH)



[ENLARGE PHOTO](#)

### Alternate Views



**This item has shipping.  
Please Call for Ship Quote.**

---

**Choose from Options Below Or  
Get my Custom Size [Fast Quote Now!](#)**

*Product Code: POLY16X20X24*

Add guardrails?:

Guard Rail Storage Trolley?:

Add stage skirts (3 sides)?:

Quantity:

Price **\$7,993.99**

Price with Selected Options: **\$7,993.99**

ADD TO CART

 Get My Free Fast Quote!

- DESCRIPTION
- EXTENDED INFORMATION

Poly-Finish Executive Stage Kits are a great value and the perfect durable staging system for business's, hotels, schools and many other applications. Constructed from heavy-duty solid plywood decks Executive Stage kits include everything you need for quick set-up including 10 pcs of 4'x 8' stage panels, and one set of steps with handrails. Executive stages support 200lbs per square foot. \* If you are looking for an executive stage kit in a custom size, please call our friendly staging experts at: 877-884-3426 or email us at [orders@thestagedepot.com](mailto:orders@thestagedepot.com) for assistance.

Stage Kit includes:

- 10 pcs 4'x8' stage platforms in durable Poly-Finish and Poly color
- 1 Set of Steps with handrails (8" high stage option does not come with steps)
- 10 Year warranty
- Made in the USA
- Green Certified

# THE STAGE DEPOT

27702 Crown Valley PKWY  
 Suite D-4 # 174  
 Ladera Ranch, CA 92694  
 877-884-3426  
[www.thestagedepot.com](http://www.thestagedepot.com)

Item # 5.

## Estimate

Date	Estimate #
8/14/2024	11396C

Name / Address
Tara <a href="mailto:ttomlinson@wolfforthtx.us">ttomlinson@wolfforthtx.us</a>

Project

Item	Description	Qty	U/M	Rate	Total
	16' x 20' x 24" Economy Executive Stage System (10 pcs of 4x8 platforms @ 24" High)-Poly				
S4824P	Portable Stage with Poly 48"W x 96"L x 24"H	10	ea	759.99	7,599.90T
STP24	Steps for 24"H Stages	1	ea	381.99	381.99T
Shipping	Wolfforth, TX. 79382 Quote #454227			1,625.00	1,625.00

<b>Subtotal</b>				\$9,606.89
<b>Sales Tax (0.0%)</b>				\$0.00
<b>Total</b>				\$9,606.89

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[orders@thestagedepot.com](mailto:orders@thestagedepot.com)





## AGENDA ITEM COMMENTARY

---

**MEETING NAME:** Wolfforth City Council Meeting

**MEETING DATE:** August 19, 2024

**ITEM TITLE:** Consider and take appropriate action on Lubbock County Fire Suppression and Rescue Services Agreement FY25

**STAFF INITIATOR:** Fire Chief Lance Barrett

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**BACKGROUND:**

Wolfforth Fire EMS provides fire and rescue services to Lubbock County. Lubbock County pays for these services at a rate of \$650.00 per run on a 5-year run fiscal average. Our current 5-year average is 337 runs. This year Lubbock County will pay the City of Wolfforth \$219,050.00 for these services. This is an increase of \$33,670.00 over last year's agreement.

**EXHIBITS:**

INTERLOCAL AGREEMENT BETWEEN LUBBOCK COUNTY, TEXAS AND CITY OF WOLFFORTH FOR FIRE SUPPRESSION AND RESCUE SERVICES FY25

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Wolfforth Fire EMS recommends approval of this interlocal agreement.

**RESOLUTION NO. 2024-027**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH LUBBOCK COUNTY, TEXAS FOR FIRE SUPPRESSION AND RESCUE SERVICES; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council desires to authorize an interlocal agreement with Lubbock County to provide fire suppression and rescue services in the unincorporated areas of Lubbock County;

**WHEREAS**, Lubbock County desires to obtain such services for its citizens residing in unincorporated areas of Lubbock County, and the City of Wolfforth is willing to provide such services as hereinafter set forth and provided.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS:**

**SECTION 1.** The City Council hereby approves an interlocal agreement with Lubbock County for Fire Suppression and Rescue Services as attached to this Resolution as **Exhibit A**.

**SECTION 2.** This Resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Wolfforth, Texas on this the 19<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Charles Addington, II, Mayor  
City of Wolfforth, Texas

ATTEST:

\_\_\_\_\_  
Terri Robinette, City Secretary



**Section 5.** The DEPARTMENT shall make or cause to be made a final budget to be filed with the COUNTY by October 31<sup>st</sup> of each year. This budget shall be of the preceding fiscal year and shall be submitted to the COUNTY by email to firereports@lubbockcounty.gov.

**Section 6.** This Agreement shall become effective and shall remain in effect unless terminated by written notice from either party, delivered not less than ninety (90) days in advance of such termination.

**Section 7.** Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is deposited with a United States post office, with proper postage affixed thereto via certified mail, return receipt requested, addressed as shown below:

To the DEPARTMENT:	City of Wolfforth P.O. Box 36 Wolfforth, TX 79382 ATTN: Charles Addington, II, Mayor
To the COUNTY:	Lubbock County Commissioner's Court 904 Broadway, Suite 101 Lubbock, TX 79401 ATTN: County Judge
With a copy to:	Lubbock County Contract Manager P.O. Box 10536 Lubbock, TX 79408

**Section 8.** All payments made by COUNTY shall be made from current funds. All payments made by COUNTY to DEPARTMENT for the performance of governmental functions or services is in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

**Section 9.** No provisions in this Agreement will waive the requirements of Texas Government Code § 552.001 et seq., as amended (the "Open Records Act").

**Section 10.** The construction, interpretation, and performance of this Agreement and all transactions under it shall be governed by the domestic laws of the State of Texas, and any suit regarding this Agreement must be filed in the state courts of Lubbock County, Texas.

**Section 11.** 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, expectation, warranty, promise, or cause of action for any other person or entity who is not a party to this Agreement. By executing this Agreement, no party waives, or will be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each Party will be solely responsible for any attorney fees, costs, loss, damages, injury, or death to others or their property arising out of or related to the acts or omissions only of the Party's employees or agents and not those of any other Party.

**Section 12.** The DEPARTMENT agrees that it shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, fire suppression and rescue services, including those not in effect and hereafter adopted.

**Section 13.** The DEPARTMENT agrees that it shall, at its own cost and expense, purchase and keep in force at all times insurance for the minimum amount of liability under the Texas Tort Claims Act. The DEPARTMENT agrees to provide copies of such policy or policies of insurance and/or other evidence satisfactory to the COUNTY by emailing copies to firereports@lubbockcounty.gov.

**Section 14.** This Agreement constitutes the entire Agreement and understanding between the parties. Any modification, change or amendment to this Agreement shall be in writing and approved by both parties.

**Section 15.** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid, or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed under authority of appropriate action taken by their respective governing bodies on the date herein below specified.

LUBBOCK COUNTY:

CITY OF WOLFFORTH:

\_\_\_\_\_  
Curtis Parrish  
Lubbock County Judge

\_\_\_\_\_  
Charles Addington, II  
Mayor

Date Approved by Lubbock County  
Commissioners Court: \_\_\_\_\_

Date Approved by  
City Council: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Kelly Pinion  
Lubbock County Clerk

\_\_\_\_\_  
Teri Robinette  
City Secretary

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Terence Kovar  
Commissioner, Precinct One

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Jennifer Irlbeck  
Civil Division, Lubbock County  
Criminal District Attorney's Office



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	August 19, 2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on Public Hearing for PID#3 Assessment Roll for 2024.  Consider and take appropriate action on Ordinance 2024-017  AN ORDINANCE OF THE CITY COUNCIL OF WOLFFORTH, TEXAS, LEVYING AN ASSESSMENT AGAINST YEAR 2024 ASSESSMENT ROLL ON PROPERTIES WITHIN THE CITY OF WOLFFORTH PUBLIC IMPROVEMENT DISTRICT NUMBER THREE (HARVEST SUBDIVISION); AND MAKING CERTAIN FINDINGS RELATED THERETO
<b>STAFF INITIATOR:</b>	Terri Robinette, City Secretary

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### BACKGROUND:

This commentary covers the next two items.

The assessments for Public Improvement District Three (Harvest Subdivision) are designed to provide a maintenance and long-term replacement fund for the common area facilities and elements of the Harvest Subdivision. The assessments will be levied on each lot the year following completion of a home. The Year 2024 Assessment Roll levies the assessment on the 302 lots that had completed homes between January 1, 2023 and January 1, 2024. Future assessment rolls will be brought to the City Council as additional homes are completed. An identical action was taken last year on the first 58 lots that had completed homes as of January 1, 2023.

Each property owner (lot) has the option to pay the assessment annually for up to forty-five (45) years and also the right to pay the full assessment at any time. The annual payment starts at \$180 per year and escalates 2.5% annually after that. The total (full) assessment is \$15,406.55. If an owner decides to pay off the remaining portion of the total assessment in any given year, a credit will be made for previous annual payments. The attached payment schedule shows the annual payments, the 5% annual administrative fee, and the total assessment.

The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to the city-established PID #3 revenue fund.

### EXHIBITS:

Public Hearing Notice

PID #3 Annual payment schedule

Ordinance 2024-017

### COUNCIL ACTION/STAFF RECOMMENDATION:

Hold a public hearing to receive comments regarding the PID #3 assessment

Approve Ordinance 2024-017

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH TO CONSIDER PROPOSED ASSESSMENTS AGAINST YEAR 2024 ASSESSMENT ROLL ONE PROPERTIES IN THE CITY OF WOLFFORTH PUBLIC IMPROVEMENT DISTRICT NUMBER THREE (HARVEST SUBDIVISION) ESTABLISHED BY CITY COUNCIL RESOLUTION NO. 340.**

In accordance with Chapter 372 Local Government Code the roll for the Year 2024 Assessment Roll One properties in the City of Wolfforth Public Improvement District Number Three (Harvest Subdivision) has been prepared and is on file and open for public inspection in the office of the City Secretary. A public hearing on the assessment will be held by the City Council as follows:

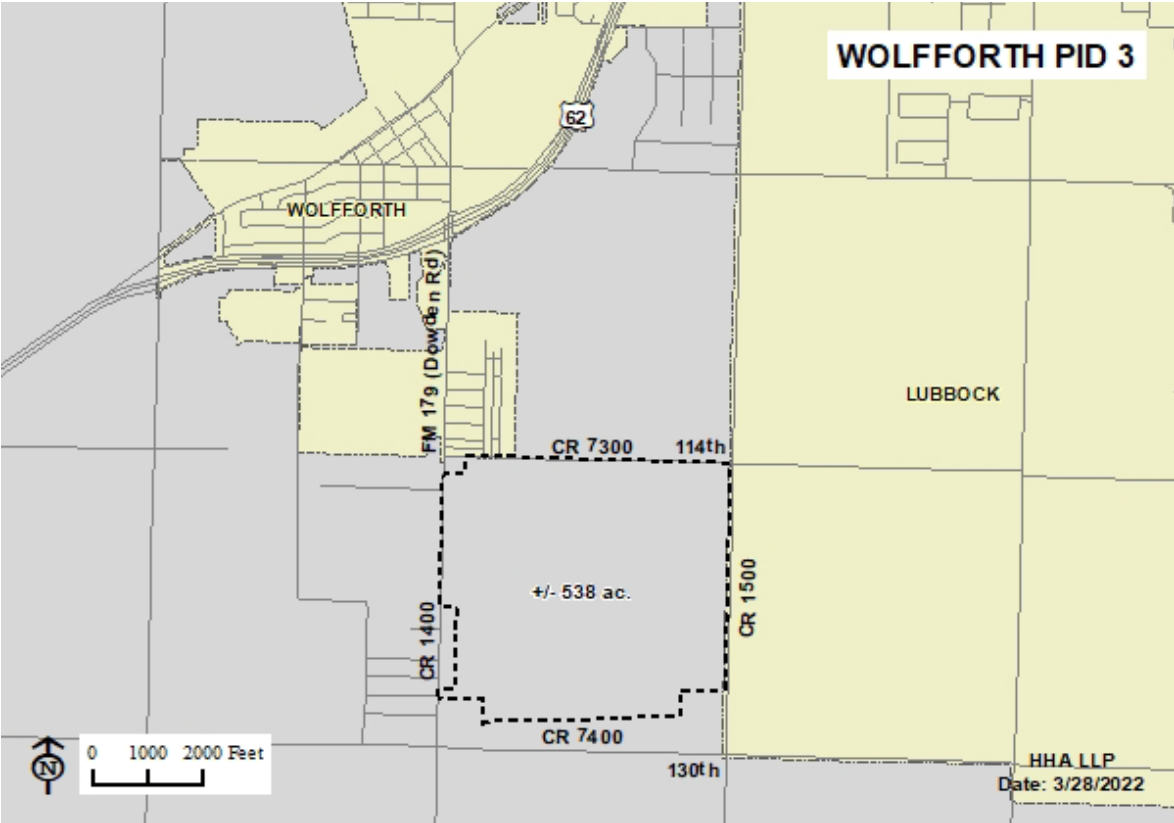
DATE & TIME: Monday, August 19<sup>th</sup>, 2024, 6:00 p.m.

PLACE: City Council Chambers, 302 Main Street, Wolfforth, Texas

COST OF SUPPLEMENTAL SERVICES: \$4,652,778.10.

GENERAL NATURE OF THE SUPPLEMENTAL SERVICES: The supplemental services will consist of maintenance and long-term replacement of signage, monuments and other special amenities, parks and open spaces, storm detention areas and facilities, and other common facilities and the necessary administrative, legal, and engineering costs associated with the maintenance and funding for the long-term replacement of these structures and facilities.

BOUNDARIES: The boundaries of Public Improvement District Number Three are described below:



Written and oral objections will be considered at the hearing. All interested persons are hereby notified of the described hearing, and of their right to appear and be heard on the matter.



(unapproved draft)

**ORDINANCE NO. 2024-017**

**AN ORDINANCE OF THE CITY COUNCIL OF WOLFFORTH, TEXAS, LEVYING AN ASSESSMENT AGAINST YEAR 2024 ASSESSMENT ROLL ONE PROPERTIES WITHIN THE CITY OF WOLFFORTH PUBLIC IMPROVEMENT DISTRICT NUMBER THREE (HARVEST SUBDIVISION); AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**WHEREAS**, the City of Wolfforth (the “City”) is authorized pursuant to TEX. LOCAL GOV’T CODE, ch. 372, as amended (“Chapter 372”) to create public improvement districts for the purposes described therein, and to levy and collect an assessment in furtherance of the purposes thereof; and

**WHEREAS**, the City has created City of Wolfforth Public Improvement District Number Three (the “PID”), adopted a Service and Assessment Plan (the “Plan”) for the PID, all in accordance with the applicable provisions of Chapter 372; and

**WHEREAS**, the City Council filed the proposed assessment roll with the City secretary which roll was available for public inspection, and following notice thereof by mail and publication as required by Chapter 372, the City Council held a public hearing at which written or oral objections to the proposed assessments were considered and passed on by the City Council; and

**WHEREAS**, the City Council has determined that the levy of a special assessment for and on behalf of the PID is necessary and advisable, and that the proposed assessment roll apportions the cost of the subject improvements in the PID on the basis of special benefits accruing to the property because of the improvement, **NOW THEREFORE,**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS,** that:

**Section 1.** The facts recited in the preamble hereto are found to be true and correct.

**Section 2.** The assessment roll attached hereto is hereby approved and the special assessments described therein are hereby levied on the subject property in accordance with the terms of the Plan, which Plan determines, *inter alia*, the method of payment of the assessments, and makes provision for the payment thereof in periodic installments and the collection thereof. The Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

**Section 3.** There is hereby created a first and prior lien securing payment of the assessment levied, effective as of the date of this Ordinance as provided in the Plan and Chapter 372.

**Section 4.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as

*(unapproved draft)*

required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND ADOPTED the 19th day of August, 2024.

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Charles Addington, II, Mayor  
City of Wolfforth

Attest:

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Terri Robinette, City Secretary

DRAFT

Project Report

Item # 8.

Public Improvement District No. 3

City of Wolfforth, Texas

Harvest Subdivision

Year 2024 Assessment Roll One

Thursday, August 1, 2024

Owner	Property Address	City, State, Zip Code	Total Assessment*	Payment Term (Installments)	First Annual Installment	Subsequent Annual Installments	First Administration Installment	Subsequent Annual Administration Installments
Edgar and Cinthia Moreno	3221 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Brian Rodriguez, Frances Barenas	3203 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Bryan and Brenda Campbell	3201 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	2001 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	2003 Aberdeen Avenue, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	2005 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	2007 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	2009 Aberdeen Avenue, A	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Kevin and Jodi Duncan	3202 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	2011 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	2013 Aberdeen Avenue, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	401 E 21st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	403 E 21st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	405 E 21st Street, A	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Brian Villanueva	407 E 21st Street, A	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Kyle Baska and Morgan Frobe	409 E 21st Street, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Aravind and Supriya Kini	411 E 21st Street, A	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Etta Lo LLC	501 E 21st Street, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Christina Castillo	503 E 21st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Taelor and Dustin Loftis	3204 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Lifetime TX Growth LLC	505 E 21st Street, A	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jerahm Orozco	507 E 21st Street, A	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jhante Charles	509 E 21st Street, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Luke Yuhico	2012 Corpus Avenue, A	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Affordable Living Group LLC	2010 Corpus Avenue, A	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Salvatore and Cory Pizzino	2008 Corpus Avenue, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Affordable Living Group LLC	2006 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Affordable Living Group LLC	2004 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Joshua Franco and Katherine Tafoya	2002 Corpus Avenue, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jhante Charles	2001 Corpus Avenue, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Delante Bess	3206 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Rick Moser	2003 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Affordable Living Group LLC	2005 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Kelly Elmendorf	2007 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Affordable Living Group LLC	2009 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Leyon Devonish	2011 Corpus Avenue, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Fernando Cuartas	2012 Bryan Avenue, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Bitter Tea LLC	2010 Bryan Avenue, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Oanh Huynh	2008 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Etta Lo LLC	2006 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Xiaohong Li	2004 Bryan Avenue, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Corby and Heather Washburn	3208 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Three Sons Investments LLC	2002 Bryan Avenue, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Ann Idemundia-Bryant and Myron Bryant	2001 Bryan Avenue, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Brian Villanueva	2003 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Karilton and Jeaneath Dennis	2005 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Prez Enterprises Inc	2007 Bryan Avenue, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Karilton and Jeaneath Dennis	2009 Bryan Avenue, B	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Patrick James Lilley	2011 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	2012 Aberdeen Avenue, A	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	2010 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	2008 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Paul Frazier	3210 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	2006 Aberdeen Avenue, A	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	2004 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Noltex Investments Inc	2002 Aberdeen Avenue, A	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Izak Davis	3212 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Esther and Alan Chinn	3214 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Terry and Sallie McKenzie	3216 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Christopher and Krystal Wilber	3219 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Freddie Tackett	3218 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Charles and Laura Foss	1212 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jose and Victoria Rosillo	3220 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Confidential Owner	1202 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Geneve and John Wanberg	3222 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Riley and Colt Blackwell	1212 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Dakota and Lauren Bybee	2905 Ranch Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Yesim and Josh Dollar	2907 Ranch Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Maverick and Arianna Allison	2909 Ranch Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Joe Villalobos	3101 Ranch Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Leanna Harris	3219 Aberdeen Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Brandon Justiss and Erica Dopson	3103 Ranch Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Robyn Tepper and Cathryn Vincel	3105 Ranch Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jason and Robyn Price	3109 Ranch Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jessica Crumpler	3111 Ranch Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Brian and Cayce Ridenour	1201 E 32nd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term

Owner	Property Address	City, State, Zip Code	Total Assessment*	Payment Term (Installments)	First Annual Installment	Subsequent Annual Installments	First Administration Installment	Subsequent Annual Administration
Gladys Cardenas	3217 Aberdeen Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Ricardo and Edna Garcia	1211 E 32nd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Peter and Kaye Wigand	1213 E 32nd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Steven and Kendra Mooremann	1215 E 32nd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Joseph Denton	3215 Aberdeen Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Shannon Phillips	515 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Julia and Lukas Burt	513 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Isreal Rodriguez	511 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Sudhir Kumar	509 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Monica Chinn	507 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Ryleigh Semanchik	505 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Ryan and Rachel Castillo	503 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Alan and Ester Chinn	411 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Sheila Haley	409 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Rachel Stricklin	407 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Kimberly Aaron	405 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Ryan and Caleb Peyton	403 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Madison Brown	401 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Shelly Bauer	311 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Eric and Kristina Natali	3211 Aberdeen Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Raul Martinez	309 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Ann Brady	307 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Chris and Nina Beatty	305 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Corey and Karrigan Reeves	303 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Majtaba Mohammed and Rubina Rahim	2935 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Gina and Andy Laughlin	2933 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Confidential Owner	2931 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jocelyn Dooley	2929 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Crystal Saucedo	2927 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Kent Carlson	3209 Aberdeen Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Regan Shockley	2925 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Brandon and Cami Davis	2923 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Ricardo and Calee Blanco	2921 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jonah Curry	2919 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Cody Miller	2917 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Juanita Hughes Family Partnership LTD	2915 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Nathan and Katie Fairchild	2913 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Juanita Hughes Family Partnership LTD	2911 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Emery Dunn	2909 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Amanda Cunningham	2907 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Olugbenga Oloke	3217 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Ashley Valdez	2905 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Garett Harcrow and Kileen Studer	2903 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Juanita Hughes Family Partnership LTD	2901 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Carlos Melendez and Maria Armando	2902 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jordan Hill	2904 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jose Mora	2906 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Matthew and Darci Baldwin	2908 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Dillan Ford and Sara McCurtain	2910 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Paige and Austin Glenn	2912 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
David Goff	2914 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jeffrey Shetterly	2916 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Brandon Gann	2918 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jeremy Bradley and Jaleese Hardeman	2920 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Ashley Sanders	2922 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Marissa Lomax	2924 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Raul and Amy Segura	2926 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Confidential Owner	2928 Abbeville Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Bonnie Roach	3005 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jake and Anna Walton	3003 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Debbie and Todd Bird	3001 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Gina and Matthew Sutton	402 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Hunter Henderson	404 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Christopher and Hayley Cantu	406 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Houston Garrett	408 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Laurel Vickery	410 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jackson Hedgcoth	412 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Ross and Barbara Kapp	416 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Davis Mason and Nataly Mendoza	418 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Karen Hopkins	420 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Kim Deyoung	422 E 30th St	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Prima Home Solution LLC	424 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Maeson Rojas	3002 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Lilia Mejia	3004 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jeremy Lira	3006 Corpus Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Amanda Alvarado	423 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Brooke Bruinton	421 E 30th St	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Cindalu Sisneros	419 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term

Owner	Property Address	City, State, Zip Code	Total Assessment*	Payment Term (Installments)	First Annual Installment	Subsequent Annual Installments	First Administration Installment	Subsequent Annual Administration
Flat Land Cattle Inc	417 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Flor Ortega	415 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Troy and Lynnette Thibodeaux	3202 Aberdeen Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Slade Terry	413 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Heather and Corey Lusk	411 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Kumorah and Bryan Gramse	409 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Isolda Gomez	407 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Idalis Hope Hernandez	405 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Sarah Fortenberry	403 E 30th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Ryan and Nichole Ragle	304 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Hollie Wright and Heath Ferguson	306 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Huni Betenbough	308 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Joshua and Sara Schoemmel	310 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Katie and Mary Chen	402 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Michael Young	404 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Lion Rentals LLC	406 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Carolyn Wishart	408 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jeremy Summers	410 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
City Bank Trust FBO Kerry Ritchie IRA	412 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Corey Nelson	502 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Arrow Partnership LP	504 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Samuel and Rylee Reynolds	506 E 31st St	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Ashley and Dennis Penner	508 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Deborah Zachary	510 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Chelsea Balsam	512 E 31st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
City Bank Trust FBO Kerry Ritchie IRA	2902 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Madeleine Goldstein	2904 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jorge and Valerie Espinosa	2906 Bryan Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Melinda and Mark Shough	2908 Bryan Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Spencer and Brooke Wells	2910 Bryan Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Aaron and Emily Cowan	2912 Bryan Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jason Wilson	2914 Bryan Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Louie Vasquez	2916 Bryan Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Teresa Sweet	2918 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Alyssa McCleery	2917 Bryan Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Kyle Rainey and Brooklyn James	2915 Bryan Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Rachel Taylor	2913 Bryan Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Burrow Rentals LLC	2911 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Alan and Ester Chinn	2909 Bryan Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Grant Gomez	2907 Bryan Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Sharon Holliman	2905 Bryan Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Latrell and Latoya Smith	2903 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Madison Hood and Trevor Burrow	2901 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Walking C Holdings LLC	3210 Aberdeen Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Ann Marie Meredith	2902 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Adryana Holguin	2904 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jackson Moushon	2906 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Katlin Reeves	2908 Aberdeen Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Patrica and Thomas Teck	2910 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Greg and Susan Talley	2912 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Bianca Roberts	2914 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Heather Pierce	2916 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Caleb Stewart	2918 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Elliot Rios and Angelica DeLaFuente	2917 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jixiang Pan	3212 Aberdeen Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Nicole Luna	2915 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Sergio Arzate and Denise Polanco	2913 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Javier Jaquez	2911 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Tezarea and Tyson Anderson	2909 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Brenda Hayes	2907 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Abigail Generalao	2905 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jantzen and Oakley Orton	2903 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
City Bank Trust FBO Kerry Ritchie IRA	2901 Aberdeen Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Zachary and Madison Soto	3215 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Julio and Maria Carrillo	3216 Aberdeen Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Janna Everett and Cameron Sosa	1105 E 21st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Barry and Libby Ragsdale	1203 E 21st Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
3218 Aberdeen LLC	3218 Aberdeen Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Heidi Landa	3220 Aberdeen Ave	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Alleigh and Dusty Lewis	2016 Plains Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jonathan Loya	2012 Plains Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Mary Seale	2008 Plains Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Betenbough Homes	2004 Plains Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Kista Owen	2002 Plains Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Tucker Greene	2001 Plains Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Shea Stephenson	2005 Plains Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Wilse and Marissa Corlis	2007 Plains Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Amanda Crouch	2009 Plains Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term

Owner	Property Address	City, State, Zip Code	Total Assessment*	Payment Term (Installments)	First Annual Installment	Subsequent Annual Installments	First Administration Installment	Subsequent Annual Administration
Elmer Jacobo	2011 Plains Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Lynn Allyn Nacsa Life Estate	2015 Plains Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Misty Bartley	3215 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Stewart Travis and Brooke Phillip	306 E 26th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jordan and Rowdy Rasco	312 E 26th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Arlan Betenbough	311 E 25th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Dylan and Jocelyn Dewitt	307 E 25th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Connor and Samantha Jensen	305 E 25th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Krenna Thetford	301 E 25th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Michael Wheeler and Cinda Brown	302 E 25th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Monica and Tony Lara	306 E 25th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Haydn Moyers and Holly Glasgow	312 E 25th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Wilhelm Froese and Heidi Neufeld	3213 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Amanda and Gregory Watson	311 E 23rd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Hank and Hailee Drake	309 E 23rd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Joshua Hernandez	307 E 23rd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Betenbough Homes	305 E 23rd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Vanessa Caballero	303 E 23rd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Glenda Stroud	301 E 23rd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Adam and Tiffanie Perkins	302 E 23rd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Roquale Rosales	304 E 23rd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Maria Rede	306 E 23rd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Evelyn and Bryan Gonzales	308 E 23rd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jana Garrison	310 E 23rd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Joshua and Alexxa Reed	312 E 23rd Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Mark and Leida Mitchell	2412 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Sergio and Taryn Simental	2510 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Zachary Nava-Mann	3204 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Diana Ruiz	3206 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Adrianna Chavez	3208 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jane Stewart	3221 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Timothy Durgin	3217 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Bryce and Jubilee Worley	3215 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Steven and Victoria San Agustin	3211 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Michael and Rachel Neurer	3213 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Hassan Tariq and Bushra Majeed	3211 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Collin and Kathryn Morgan	3209 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Nigel and Sarah Purdon	3207 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Angelique Farina	3205 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Steven and Maria Elliott	3201 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Leslie Maul	3202 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jeremy and Lenna English	3206 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Tristen and Erika Davis	3214 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jess Arzabala Palacios	3208 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Victor and Tiffany Flores	3210 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Trevor and Audrey Smith	3212 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Garrett and Hunter Malkuch	3214 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Alyssa and Hayden White	3216 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Michael and Meegan Valdez	3218 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
James Major	3220 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Hailee and Nathan Slate	3222 Corpus Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Brandon and Maria Hicks	3216 Bryan Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jarrett Robbins	301 E 34th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Taslim Anupom	303 E 34th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Chelby Wool	305 E 34th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Christopher and Melisa Hunt	307 E 34th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Teena and Shane Wimmer	309 E 34th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Richard Farkas	3204 Durham Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Delante Bess	3209 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Eric and Benita Villalba	311 E 34th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Ramsi and Alexander Martinez	313 E 34th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Dale and Amy Szanto	315 E 34th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Anthony Gambino and Alexandria Bunch	317 E 34th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Timothy Miller	319 E 34th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Bryce Simmonds and Kaylah Burriss	321 E 34th Street	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Aslan Murphy	327 E 34th St	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Jeremy and Krista Jackson	329 E 34th St	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Paul Frazier	3207 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
William Moyers	407 E 34th St	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term
Neal Eldon Pond	3205 Abbeville Avenue	Wolfforth, Texas 79382	\$15,406.55	45 years	\$ 180.00	2.5% annual increase for term	\$ 9.00	2.5% annual increase for term

\*Payable in annual installments according to the following schedule contained in the approved Service and Assessment Plan

Owner Property Address City, State, Zip Code Total Assessment\* Payment Term (Installments) First Annual Installment Subsequent Annual Installments First Administration Installment Subsequent Annual Administration

Year	SCHEDULE		
	Annual Payment for Services*	Annual Payment for Administration*	Total Annual Payment
1	\$ 180.00	\$ 9.00	\$ 189.00
2	\$ 184.50	\$ 9.23	\$ 193.73
3	\$ 189.11	\$ 9.46	\$ 198.57
4	\$ 193.84	\$ 9.69	\$ 203.53
5	\$ 198.69	\$ 9.93	\$ 208.62
6	\$ 203.65	\$ 10.18	\$ 213.84
7	\$ 208.74	\$ 10.44	\$ 219.18
8	\$ 213.96	\$ 10.70	\$ 224.66
9	\$ 219.31	\$ 10.97	\$ 230.28
10	\$ 224.80	\$ 11.24	\$ 236.04
11	\$ 230.42	\$ 11.52	\$ 241.94
12	\$ 236.18	\$ 11.81	\$ 247.98
13	\$ 242.08	\$ 12.10	\$ 254.18
14	\$ 248.13	\$ 12.41	\$ 260.54
15	\$ 254.34	\$ 12.72	\$ 267.05
16	\$ 260.69	\$ 13.03	\$ 273.73
17	\$ 267.21	\$ 13.36	\$ 280.57
18	\$ 273.89	\$ 13.69	\$ 287.59
19	\$ 280.74	\$ 14.04	\$ 294.78
20	\$ 287.76	\$ 14.39	\$ 302.14
21	\$ 294.95	\$ 14.75	\$ 309.70
22	\$ 302.32	\$ 15.12	\$ 317.44
23	\$ 309.88	\$ 15.49	\$ 325.38
24	\$ 317.63	\$ 15.88	\$ 333.51
25	\$ 325.57	\$ 16.28	\$ 341.85
26	\$ 333.71	\$ 16.69	\$ 350.40
27	\$ 342.05	\$ 17.10	\$ 359.16
28	\$ 350.60	\$ 17.53	\$ 368.13
29	\$ 359.37	\$ 17.97	\$ 377.34
30	\$ 368.35	\$ 18.42	\$ 386.77
31	\$ 377.56	\$ 18.88	\$ 396.44
32	\$ 387.00	\$ 19.35	\$ 406.35
33	\$ 396.68	\$ 19.83	\$ 416.51
34	\$ 406.59	\$ 20.33	\$ 426.92
35	\$ 416.76	\$ 20.84	\$ 437.60
36	\$ 427.18	\$ 21.36	\$ 448.54
37	\$ 437.86	\$ 21.89	\$ 459.75
38	\$ 448.80	\$ 22.44	\$ 471.24
39	\$ 460.02	\$ 23.00	\$ 483.02
40	\$ 471.52	\$ 23.58	\$ 495.10
41	\$ 483.31	\$ 24.17	\$ 507.48
42	\$ 495.39	\$ 24.77	\$ 520.16
43	\$ 507.78	\$ 25.39	\$ 533.17
44	\$ 520.47	\$ 26.02	\$ 546.50
45	\$ 533.49	\$ 26.67	\$ 560.16
	<b>\$ 14,672.90</b>	<b>\$ 733.65</b>	<b>\$ 15,406.55</b> Total Assessment

\*2.5% Annual Increase

Year	Annual Payment for Services*	Annual Payment for Administration*	Total Annual Payment
1	\$ 180.00	\$ 9.00	\$ 189.00
2	\$ 184.50	\$ 9.23	\$ 193.73
3	\$ 189.11	\$ 9.46	\$ 198.57
4	\$ 193.84	\$ 9.69	\$ 203.53
5	\$ 198.69	\$ 9.93	\$ 208.62
6	\$ 203.65	\$ 10.18	\$ 213.84
7	\$ 208.74	\$ 10.44	\$ 219.18
8	\$ 213.96	\$ 10.70	\$ 224.66
9	\$ 219.31	\$ 10.97	\$ 230.28
10	\$ 224.80	\$ 11.24	\$ 236.04
11	\$ 230.42	\$ 11.52	\$ 241.94
12	\$ 236.18	\$ 11.81	\$ 247.98
13	\$ 242.08	\$ 12.10	\$ 254.18
14	\$ 248.13	\$ 12.41	\$ 260.54
15	\$ 254.34	\$ 12.72	\$ 267.05
16	\$ 260.69	\$ 13.03	\$ 273.73
17	\$ 267.21	\$ 13.36	\$ 280.57
18	\$ 273.89	\$ 13.69	\$ 287.59
19	\$ 280.74	\$ 14.04	\$ 294.78
20	\$ 287.76	\$ 14.39	\$ 302.14
21	\$ 294.95	\$ 14.75	\$ 309.70
22	\$ 302.32	\$ 15.12	\$ 317.44
23	\$ 309.88	\$ 15.49	\$ 325.38
24	\$ 317.63	\$ 15.88	\$ 333.51
25	\$ 325.57	\$ 16.28	\$ 341.85
26	\$ 333.71	\$ 16.69	\$ 350.40
27	\$ 342.05	\$ 17.10	\$ 359.16
28	\$ 350.60	\$ 17.53	\$ 368.13
29	\$ 359.37	\$ 17.97	\$ 377.34
30	\$ 368.35	\$ 18.42	\$ 386.77
31	\$ 377.56	\$ 18.88	\$ 396.44
32	\$ 387.00	\$ 19.35	\$ 406.35
33	\$ 396.68	\$ 19.83	\$ 416.51
34	\$ 406.59	\$ 20.33	\$ 426.92
35	\$ 416.76	\$ 20.84	\$ 437.60
36	\$ 427.18	\$ 21.36	\$ 448.54
37	\$ 437.86	\$ 21.89	\$ 459.75
38	\$ 448.80	\$ 22.44	\$ 471.24
39	\$ 460.02	\$ 23.00	\$ 483.02
40	\$ 471.52	\$ 23.58	\$ 495.10
41	\$ 483.31	\$ 24.17	\$ 507.48
42	\$ 495.39	\$ 24.77	\$ 520.16
43	\$ 507.78	\$ 25.39	\$ 533.17
44	\$ 520.47	\$ 26.02	\$ 546.50
45	\$ 533.49	\$ 26.67	\$ 560.16
	<b>\$ 14,672.90</b>	<b>\$ 733.65</b>	<b>\$ 15,406.55</b> Total Assessment

\*2.5% Annual Increase





## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	August 19, 2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on Ordinance approving a negotiated settlement with Atmos West Texas and Atmos Energy Corp, West Texas Division regarding 2024 RRM filing.
<b>STAFF INITIATOR:</b>	Randy Criswell, City Manager

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### **BACKGROUND:**

On or about April 1, 2024, Atmos Energy filed a rate application under the Rate Review Mechanism (RRM), a procedure that has been used since 2007 for consideration and review of rate filings under the Gas Reliability Infrastructure Program (GRIP) statute. The original filing was for an increase in revenues of \$6.7 million. WolfForth is a member of a coalition of over 70 cities called Cities Served by Atmos West Texas, a coalition formed to evaluate Atmos rate filings and to work together as a group to negotiate appropriate settlements. We are represented by Mr. Thomas Brocato, General Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C.

After review of the Cities' consultants' report and ensuing negotiations, Atmos agreed to an increase of \$4.3 million with an effective date of October 1, 2024. The effect of this increase on the average residential customer is approximately \$1.27/month. A staff report from Mr. Brocato is included as an exhibit.

Ordinance No. 2024-018 has been prepared, is also included as an exhibit, and is recommended for adoption.

### **EXHIBITS:**

### **COUNCIL ACTION/STAFF RECOMMENDATION:**

Staff recommends adoption of Ordinance No. 2024-018

**ORDINANCE NO. 2024-018**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS (“CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY’S 2024 RATE REVIEW MECHANISM FILING; 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 ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHMENT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE 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 ORDINANCE TO THE COMPANY AND THE CITIES’ LEGAL COUNSEL.**

WHEREAS, the City of Wolfforth 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 Cities Served by Atmos West Texas (“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 in 2018; and

WHEREAS, on about April 1, 2024 Atmos West Texas filed its 2024 RRM rate request with Cities based on a test year ending December 31, 2023; and

WHEREAS, Cities coordinated its review of the Atmos West Texas 2024 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 \$4.3 million with an Effective Date of October 1, 2024; and

WHEREAS, the attached tariffs (Attachment 1) 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 settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2) and

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

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

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

**Section 2.** That, without prejudice to future litigation of any issue identified by Cities, the City Council finds that the settled amount of an increase in revenues of \$4.3 million for Cities

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' 2024 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 Attachment 1, are just and reasonable, and are designed to allow Atmos West Texas to recover annually an additional \$4.3 million in revenue from customers in Cities, 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 Attachment 2, attached hereto and incorporated herein.

**Section 5.** That Atmos West Texas shall reimburse the reasonable ratemaking expenses of the Cities in processing the Company's 2024 RRM filing.

**Section 6.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

**Section 7.** That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 8.** That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

**Section 9.** That consistent with the City Ordinance that established the RRM process, this Ordinance 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, 2024.

**Section 10.** That a copy of this Ordinance 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 Thomas Brocato, General Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 19th day of August, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney

August 6, 2024

## **MODEL STAFF REPORT FOR RESOLUTION OR ORDINANCE**

### **BACKGROUND AND SUMMARY**

The City, along with 70 other West Texas cities served by Atmos Energy Corporation, West Texas Division (“Atmos West Texas” or “Company”), is a member of Cities Served by Atmos West Texas (“Cities”). In 2007, the Cities and Atmos West Texas settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by Cities in 2018. On or about April 1, 2024, the Company filed a rate request pursuant to the RRM Tariff adopted by Cities. The Company claimed that its cost of service in a test year ending December 31, 2023, entitled it to a \$6.7 million increase to the WTX Cities. This was reduced to \$5.8 million due to limitations in the RRM tariff.

After a review of Cities’ consultants’ report and negotiations with Cities’ representatives, Atmos agreed to a rate increase of \$4.3 million plus revenue related taxes within the Cities, with an Effective Date of October 1, 2024.

### **RATE TARIFFS**

Atmos generated rate tariffs associated with the Resolution/Ordinance. These tariffs are Attachment 1 to this Staff Report. Atmos also provided a proof of revenues associated with the new rates. The Cities’ consultants have confirmed the accuracy of the proof.

**BILL IMPACT**

The impact of this increase in revenues to an average residential customer's bill is an increase of approximately \$1.27 per month. Atmos provided a bill impact estimate for each customer class reflecting the new rates. Comparison of the new rates to rates in effect for areas not under the RRM process reveals that settling Cities will maintain an economic monthly advantage over rates in effect in Lubbock, and environs.

**CITIES' OBJECTION TO THE SECTION 104.301 GRIP PROCESS**

Cities strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues and rewarding the Company for increasing capital investment. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow Cities to recover their rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing), and rate increases go into effect without any material adjustments. In the Executive Committee's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

**EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS**

1. This section approves all findings in the Resolution.
2. This section adopts the attached RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos West Texas to recover an additional \$4.3 million over a 12-month period.

4. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate settings.
5. This section requires the Company to reimburse the City for expenses associated with adoption of the Resolution.
6. This section repeals any resolution or ordinance that is inconsistent with this Resolution.
7. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
8. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
9. This section provides for an effective date upon passage.
10. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for the Executive Committee.



**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>RESIDENTIAL GAS SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2024</b>	

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

<b>Charge</b>	<b>Amount</b>
Customer Charge	\$ 19.69
Consumption Charge	\$ 0.43304 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**

<b>RATE SCHEDULE:</b>	<b>COMMERCIAL GAS SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2024</b>	

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

<b>Charge</b>	<b>Amount</b>
Customer Charge	\$ 67.39
Consumption Charge	\$ 0.21728 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).

**Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at [wtx-div-plantprotection@atmosenergy.com](mailto:wtx-div-plantprotection@atmosenergy.com).

**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>INDUSTRIAL GAS SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2024</b>	

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

<b>Charge</b>	<b>Amount</b>
Customer Charge	\$ 772.87
Consumption Charge	\$ 0.12145 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).

**Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at [wtx-div-plantprotection@atmosenergy.com](mailto:wtx-div-plantprotection@atmosenergy.com).

**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>TRANSPORTATION SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2024</b>	

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:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 772.87 per month
Consumption Charge	\$ 0.12145 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**

<b>RATE SCHEDULE:</b>	<b>TRANSPORTATION SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2024</b>	

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,

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement 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.

**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>PUBLIC AUTHORITY GAS SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2024</b>	

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

<b>Charge</b>	<b>Amount</b>
Customer Charge	\$ 186.36
Consumption Charge	\$ 0.19014 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).

**ATMOS ENERGY CORPORATION**  
**WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM**  
**PENSIONS AND RETIREE MEDICAL BENEFITS FOR APPROVAL**  
**TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Shared Services		WTX			Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2024 Willis Towers Watson Report	\$ 1,401,099	\$ (1,145,631)	\$ 468,105	\$ (1,406,456)	\$ 40,864	
2	Allocation Factor	8.87%	8.87%	96.01%	96.01%	96.01%	
3	Proposed Benefits Benchmark Costs (Excluding Removed Cost Centers)						
	Allocated to West Texas (Ln 1 x Ln 2)	\$ 124,299	\$ (101,635)	\$ 449,415	\$ (1,350,301)	\$ 39,232	
4	O&M and Capital Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs To Approve						
	(Excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 124,299	\$ (101,635)	\$ 449,415	\$ (1,350,301)	\$ 39,232	\$ (838,990)
6							
7							
8	Summary of Expense Costs to Approve:						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	82.59%	82.59%	48.44%	48.44%	100.00%	
11							
12	Total Pension Account Plan	\$ 102,660		\$ 217,683			\$ 320,343
13	Total Post-Employment Benefit Plan		\$ (83,941)		\$ (654,044)		(737,985)
14	Total Supplemental Executive Benefit Plan					\$ 39,232	39,232
15	Total (Sum Ln 12 through Ln 14)	\$ 102,660	\$ (83,941)	\$ 217,683	\$ (654,044)	\$ 39,232	\$ (378,410)



# AGENDA ITEM COMMENTARY

**MEETING NAME:** City Council  
**MEETING DATE:** August 19, 2024  
**ITEM TITLE:** Consider and take appropriate action on Resolution 2024-028

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AUTHORIZING A CREDIT CARD AGREEMENT WITH CITY BANK TEXAS FOR PURCHASING AND FLEET CARD SERVICES; AND PROVIDING AN EFFECTIVE DATE**

**STAFF INITIATOR:** Terri Robinette, City Secretary

## BACKGROUND:

Currently the City uses a purchasing card issued through Citi Bank. This card is used by all employees for fuel purchases, supply purchases and other expenses as approved. The Fire Department currently utilizes a fleet card for fuel purchases issued through Wex Bank. Throughout the last two audits, our policy on employee credit cards has been under review. At this time, staff is recommending a change to our purchasing and fleet card vendor.

The current card through Citi bank does not offer the accounting and reporting tools that are needed to make the necessary entries into the general ledger for credit card purchases. This makes this monthly entry very time-consuming for the finance department. Employees are also still required to submit paper copies of receipts. Record requests and even departmental requests for information regarding purchases is also very in-efficient due to these paper records. City Bank offers both an online portal and app for employees to use to upload receipts (as easy as taking a picture on your phone) and also to generate reports. Expense reports will then be submitted to department heads so there is an auditable trail of approvals for all transactions.

The tools in the City Bank portal will also offer the Finance department the ability to upload transactions and details directly into our Tyler Accounting System. This will allow for better efficiency and record keeping.

In regards to the fleet card, many of our employees who are currently issued a purchasing card only need the authorization and ability to purchase fuel for a city-owned vehicle. By implementing a city-wide fleet card, we can limit the amount of employees who are issued a purchasing card to only those lead-employees and department heads. Fleet cards come with the same portal and tools as mentioned above on the purchasing card with the added benefit of the requirement to enter odometer readings during the fuel purchase process for easy of tracking mileage.

Both cards offer a 1% cash back option that will be paid quarterly as a rebate to the City. Also, it is the practice of the Finance Department to pay all balances in full each month so that no interest is incurred.



**EXHIBITS:**

Resolution

Purchasing Card Terms and Conditions

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Approve Resolution

**RESOLUTION NO. 2024-028**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AUTHORIZING A CREDIT CARD AGREEMENT WITH CITY BANK TEXAS FOR PURCHASING AND FLEET CARD SERVICES; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, from time to time it is necessary for employees of the City of Wolfforth to make City/government related purchases for their respective departments; and

**WHEREAS**, employees who are issued a city-owned vehicle must be allowed to purchase fuel; and

**WHEREAS**, the Finance Department has adopted a purchasing policy to insure that all charges to the credit card and fleet card accounts are for pre-approved/appropriated expenditures and approved by the appropriate Department Heads; and

**WHEREAS**, the Finance Department desires to obtain authorization to apply for and begin utilizing a purchasing card and fleet card from City Bank Texas; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS:**

**SECTION 1.** The City Secretary is hereby authorized to enter into a City Bank Commercial Card Agreement and shall be listed as the Authorizing Officer on the account.

**SECTION 2.** The use of said card shall be pursuant to the City of Wolfforth Purchasing Policy

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Wolfforth, Texas on this the 19<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Charles Addington, II, Mayor  
Wolfforth, Texas

ATTEST:

\_\_\_\_\_  
Terri Robinette, City Secretary

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>23.99%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>21.0%</b>
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is up to 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.

Fees	
<b>Annual Fee</b>	<b>\$0</b>
<b>Transaction Fees</b>	Either <b>\$10</b> or <b>4%</b> of the amount of each cash advance, which ever is greater. <b>1.5%</b> of each transaction in U.S. dollars.
<ul style="list-style-type: none"> <li>Cash Advance</li> <li>Foreign Transaction</li> </ul>	
<b>Penalty Fees</b>	<b>\$25</b> , if your New Balance is less than \$500 and you do not pay this New Balance in full by its due date; or <b>\$35</b> , if your New Balance is \$500 or more and you do not pay this New Balance in full by its due date.  <b>\$35</b> <b>\$35</b>
<ul style="list-style-type: none"> <li>Late Payment</li> </ul>	
<ul style="list-style-type: none"> <li>Returned Payment</li> <li>Over-the-credit limit</li> </ul>	

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)."

**Important Information About Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. **What this means for you:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Terms and Conditions:** You are applying for a credit card account provided by Pinnacle Bank, Nashville, TN, doing business as Apex Cardmember Services ("we," "us," and "our"). The words "you" and "your" mean each entity and person, individually and together, applying for the Business Card Account as the Company, a co-applicant for the Business Card Account with the Company, or a personal guarantor of the Business Card Account, that agrees to be liable for the Business Card Account and comply with the Business Cardmember Agreement, as amended from time to time. The Minimum Payment you must pay by the due date after each Billing Cycle will be the entire New Balance of your Account. By applying, you certify and agree that:

- You are, if applying as an individual, at least 18 years old;
- You and your duly appointed Authorized Company Representative received, read, and agree to all terms and conditions provided with this application;
- All information and documents provided with your application is true, correct, and complete and we may rely on it;
- You are asking us to issue credit cards for account access to your Authorized Company Representative and each Authorized User designated by any of you or an Authorized Company Representative;
- You agree to be responsible, individually and together, for Account use by any of you and any Authorized User;
- You and your Authorized Company Representative will read the Business Cardmember Agreement and its Account Opening Disclosures carefully before you use or allow anyone else to use any Corporate Card Account we may provide;
- We are allowed to verify your employment, income, address, liabilities, assets, and all other information about you with financial institutions, credit reporting agencies, employers, government agencies, and other third parties; and

- We are authorized to use and disclose information about you, this application and any Corporate Card Account we provide for our everyday business purposes, to the extent permitted by applicable law, including information we share about and the Corporate Card Account with credit reporting agencies, with our service providers, and with other financial institutions and merchants to maintain and provide your Corporate Card Account.

Item # 10.

You agree that we may obtain credit reports about you to review this application, and, if we open a credit card account for you, that we may obtain credit reports about you in the future to review, update, renew, collect, and service your credit card account and for other purposes permitted by law. We will, if you request, tell you whether we obtained a credit report about you and tell you the name and address of any credit reporting agency that provided the report.

If we open a credit card account for you, you understand and agree that you will be subject to all terms and conditions described in our Business Cardmember Agreement, as amended from time to time, including but not limited to its terms related to account payments, rates and fees, change in terms, and arbitration. You understand and agree that this Business Cardmember Agreement becomes effective the first time any of you or any Authorized User activates a Card or uses the Account in any way. You understand and agree that we may change the Business Cardmember Agreement and the rates, fees, and terms of your Corporate Card Account as allowed by law and the Business Cardmember Agreement, after we give any notice and wait any time period that the law may require.

**Consent for Communications:** By applying and providing your telephone number(s) and email address(es), you expressly authorize us and our agents and service providers to use any available written, electronic, or verbal means of contacting you for any purpose related to the servicing and collection of your accounts with us, for surveys and research, and for any other informational purpose related to your accounts with us (each, a "Communication"). You agree this authorization for Communications includes, but is not limited to, our use of manual calling methods, prerecorded or artificial voice messages, text messages, e-mail messages, and/or automatic telephone dialing systems. You agree that we and our agents and service providers may contact you for these Communications using any e-mail address or telephone number you provide, including a number for a cellular telephone or other wireless device, regardless of any charges you may incur as a result. We will not charge you for making a Communication, but your service provider may. You agree that we and our agents and service providers may monitor and record telephone calls about your credit card account to assure service quality or for other legitimate business reasons. You understand and agree that we and our agents and service providers may always communicate with you in any manner permitted by law that does not require your prior consent.

**Notice of Negative Information Furnishing:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Notice to California Residents:** An applicant, if married, may apply for a separate account. After credit approval, the primary applicant and any co-applicant shall each have the right to use the account to the extent of any established credit limit and each may be liable for all credit extended under the account.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Notice to New York Residents:** You may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods.  
NY State Dept of Financial Services: 1-800-342-3736 <http://www.dfs.ny.gov>.

**Notice to Married Wisconsin Residents:** Wisconsin law provides that no agreement, unilateral statement or court decree relative to marital property shall adversely affect a creditor's interest, unless prior to the time credit is granted the creditor is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. If any or both of you are married Wisconsin residents, each of you agree to provide us with your spouse's name and address at the following address within five (5) days of your application, so we can provide your spouse(s) with any notice required by Wisconsin law: Apex Cardmember Services, P.O. Box 332509, Murfreesboro, TN 37133.

## Business Cardmember Agreement

This Business Cardmember Agreement applies to your credit card account and any of its associated credit cards and sub-accounts provided by Pinnacle Bank, Nashville, Tennessee, doing business as Apex Cardmember Services (individually and together, your "Business Card Account" or "Account").

### 1. Some Key Definitions

The words "we," "us," and "our" mean Pinnacle Bank d/b/a Apex Cardmember Services, its agents, authorized representatives, successors, and assigns.

The "Company" means any corporation, partnership, limited liability company, sole proprietorship, government agency or department, association, not-for-profit corporation, or any other person or entity that is validly organized, chartered, or otherwise formed and operating as a legal entity under applicable law, and that applies for or otherwise accepts a Business Card Account subject to the terms of the Agreement.

An "Authorized Company Representative" means and includes any person duly authorized by the Company to act on its behalf: (i) in applying for an Account and binding the Company to the Agreement for the Account; (ii) in designating persons as Authorized of an Account; and/or (iii) in designating persons as Program Administrators of an Account. An "Authorized Company Representative" may be one of you or someone else who agrees to be liable with the Company for payment of the Business Card Account, either as a personal guarantor of the Account or as a co-applicant with the Company for an Account.

The words "you" and "your" mean the Company and any other person or entity on whose behalf we provide an Account and issue any Card, as: (i) shown on an Account application that an Authorized Company Representative submitted on behalf of the Company; or (ii) who otherwise agrees to be liable to us, individually and together with the Company, for payment of an Account, as a personal guarantor of the Account or as a co-applicant with the Company for the Account; or (iii) who otherwise uses or allows others to use an Account or a Card in any way.

The "Card" means any card we issue for Account access, including renewal and substitute cards. The term "Card" also means any other access device or method, including an Account number, that allows any of you or any Authorized User to obtain credit from us using an Account.

An "Authorized User" means any employee, agent, contractor, representative, director, member, manager, partner, shareholder, and/or officer designated by any of you or any Authorized Company Representative to receive a Card at any time, or who is otherwise allowed by any of you or an Authorized Company Representative to use the Account or a Card in any way, but who did not apply for or otherwise accept direct liability as one of you for an Account.

A "Program Administrator" is you or any other employee, agent, contractor, representative, director, member, manager, partner, shareholder, and/or officer designated by any of you or by any Authorized Company Representative to administer and manage the use and availability of a Business Card Account and Cards, as well as the reporting, credit limits, and other controls associated with an Account and the Cards.

Other capitalized terms that are not defined here are generally defined with their first use in the Agreement or in the Glossary in Section 29.

## **2. Your Account Agreement and When It Becomes Effective**

Our complete Account agreement with you (the "Agreement") is contained in and governed by:

- (A) this document, called the Business Cardmember Agreement;
- (B) all Account disclosures and terms provided to you before we opened the Business Card Account for your use, including the terms we disclosed when you applied for or accepted the Account, the disclosures we made in our Account Opening Disclosures, and any terms we provided in written materials accompanying a Card;
- (C) all other documents, disclosures and terms that relate specifically to your Account and its related features and services, including:
  - all rewards disclosures, if your Account has rewards;
  - the Card benefits brochure that describes benefits provided by any payment card network displayed on your Card (each, a "Payment Card Network");
  - the terms shown on periodic billing statements for your Account (each, a "Statement"); and

(D) any future changes we make to any of these documents, as permitted or required by law.

Please read all of these materials carefully and keep them for future reference. You understand and agree that this Agreement becomes effective the first time you or any Authorized User activates a Card or uses the Account in any way. When the Agreement says that we "may" take an action, this means we are authorized to take that action in our sole discretion, subject only to the limitations or requirements that are established by law or by the express terms of this Agreement. We may make new offers to you in the future or forward offers from others that may interest you. If these offers have new or different terms, those terms will be provided with the offer. If you accept the offer, the previously disclosed terms in the Agreement will still apply, except as modified by the offer.

## **3. Your Promises To Us**

You promise to do everything the Agreement requires of you, so long as your Account has an unpaid balance, remains open to future transactions, or both. Each of you and all of you promise, individually and together, to pay us all amounts due on your Account, now and in the future. This promise applies any time the Account or a Card is used by any of you or by any Authorized User. This promise includes amounts where you or any Authorized User use the Account or a Card for a transaction with a merchant or financial institution, but are not required to sign the purchase slip or other sales transaction documents. If you or an Authorized User use your Card number without presenting the Card itself (such as for mail, telephone or Internet purchases), these transactions will be treated as if you or an Authorized User used the Card in person. The amounts you promise to pay in connection with your Account includes all Account transactions in each Balance Category that are made by any of you and any Authorized User, plus all Fees and all Interest Charges, as described in the Agreement.

## **4. Required Account Information**

We must have complete, current and valid information about you and any Authorized Users to provide your Account (including names; addresses; telephone numbers; dates of birth or formation; employment and income information; Social Security numbers, tax identification numbers, or other government identification numbers). You must tell us when this information changes. To do this, follow the instructions on your most recent Statement, use the appropriate area of any Account web site we maintain for this purpose, or call us at the customer service telephone number shown on your most recent Statement or on the back of your Card.

We may require that you provide additional documents that are acceptable to us so that we can verify this information and any changes. We may restrict or close your Account, if we are unable to verify your information or you do not provide the additional information we request.

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### **5. Using Your Account and Card**

You and any Authorized User are allowed to use a Card and the Account to make Purchases and to obtain Cash Advances, Balance Transfers, and Promotional Offers, as permitted by this Agreement and applicable law. You or any Authorized User must sign the Card immediately after receiving it. The Card is valid through the expiration date shown on the front. The Card is our property and you agree to return it to us or destroy it, if we ask. You agree to take reasonable steps to prevent unauthorized use of your Card and Account. If you or an Authorized User allow someone else to use a Card, you are responsible for all Account transactions made by that person and all of the associated Fees and Interest Charges, except to the extent prohibited by law.

We may provide you or any Authorized User with a personal identification number ("PIN") for use with certain types of Card transactions. The PIN may be required to obtain Cash Advances from certain automated teller machines, or to make Purchases from certain types of merchants at point of sale devices, if the Payment Card Network shown on the Card is the same as the one shown on these machines and devices. You and all Authorized Users must keep this PIN secure and not write it down, give it to anyone else, or keep it with the Card. You must contact us immediately if you or any Authorized User lose a Card or believe someone has gained unauthorized access to a PIN.

We reserve the right to not allow specific Account transactions, to suspend Account use, or to close the Account, at any time, for any reason, and without advance notice, unless we are expressly required by law to notify you and wait any period of time before taking these actions. We may limit the combined dollar amount or the total number of certain Account transactions, such as Cash Advances, that are allowed during a single day or other time periods. We may restrict your Account transactions and the availability of your Account credit, to protect you and us against potential fraud, unauthorized transactions, Account misconduct or misuse, or for our risk management and business reasons. From time to time, Account services may be unavailable to you and Authorized Users, due to circumstances beyond our control, such as system failures, fires, floods, natural disasters or other unpredictable events. If any of these events happens, we will not be responsible or liable to you.

You and your Authorized Users must not use, try to use, or permit use of a Card or the Account for any Internet gambling transactions or any other transactions that are illegal or not permitted by us. If this happens, you must still pay us for these transactions and they remain subject to all other terms of our Agreement. You must reimburse us and the Payment Card Network for all damages and expenses associated with these transactions. You and your Authorized Users must not use the Account to conduct transactions in any country or territory, or with any individual or entity, that is the subject of economic sanctions that are enforced and administered by the Office of Foreign Assets Control ("OFAC") in the U.S. Department of the Treasury. We may block use of the Card and Account in these countries and territories or with these individuals or entities.

### **6. Authorized Users and Program Administrators**

When we open your Account and afterwards, you agree that we may accept and follow any instructions given to us by any of you and by any Program Administrator. Upon your request or the request of a Program Administrator, we may agree to limit: (a) an Authorized User's ability to initiate certain Account transactions; and/or (b) a Program Administrator's ability to make certain Card requests and Account changes. Except for these limitations and others described in the Agreement, you are responsible for: (i) any use of a Card or the Account by each Authorized User, as well as anyone else you or they allow to use your Account or a Card; and (ii) any changes we make to the Account and any Cards we issue at the request of a Program Administrator. This will be true, even if you did not want or agree to the changes to or use of a Card of the Account. If you want to remove an Authorized User or Program Administrator from the Account, you must contact us at the customer service telephone number or address shown on your most recent Statement and request their removal. You agree that we have a reasonable amount of time after your request to research your Account information and remove an Authorized User or Program Administrator. You must immediately destroy all Cards in the Authorized User's possession and cancel all of their billing arrangements to the Account. We will not do this for you. During this time, you are still responsible for paying all amounts they may charge to the Account, even if these amounts do not appear on the Account until later. An Authorized User may remove themselves from the Account at any time, upon request. We may close your existing Account, or issue a new Card with a new Account number, after an Authorized User is removed.

### **7. Statements and Billing Cycles**

The documents or information your Statement includes after each Billing Cycle will disclose important information about your Account, including your Account transactions in each Balance Category, Account payments, Fees, Interest Charges, unpaid Account balances, and payment requirements. The amount of time between your regular Statements is generally equal (approximately 30 days), but may vary slightly in length from Billing Cycle to Billing Cycle. Your first Billing Cycle may be more or less than 30 days. You must pay any Minimum Interest Charge and any Fees due after your first Billing Cycle, even if it is for a period less than 30 days. Your Statements disclose the specific length of each Billing Cycle. Your Account will continue to have Billing Cycles, even if a Statement is not required after any Billing Cycle. We will send a single Statement to one of you or a Program Administrator for all Cards on your Account, except: (i) when the law does not require or permit us to send a Statement to any of you; or (ii) when we agree to send more than one Statement to you, your Program Administrators, and other Authorized Users. You agree that we may send Statements to the first one of you named in our Account records, unless we agree or decide to change this after the Account is opened.

### **8. Disputed Transactions; Lost or Stolen Cards; Unauthorized Use**

You and any Authorized User or Program Administrator who receives a Statement must promptly inspect it and tell us about any errors or questions, as described in the "Billing Rights" section of your Statement and this Agreement. If we are not notified in the time and manner described in these disclosures, you agree that we may assume that all information in the Statement is correct. You

your Authorized users, and your Program Administrators must take reasonable steps to prevent the unauthorized use of each Card and the Account. If you notice or learn about the loss or theft of a Card, or any possible unauthorized use of a Card, you should notify us immediately at the address provided on your Statement or call us at the telephone number provided on your Statement. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. If we issue ten Cards or more as requested by you or a Program Administrator for use by your employees and Authorized Users, you agree to be liable to us for any unauthorized use that occurs before your notice to us, to the extent allowed by law. If we issue less than ten Cards for use by your employees, your liability will not exceed \$50 (or any lesser amount required by law or as provided under the express terms of a benefit provided by a Payment Card Network). If we reimburse your Account for unauthorized charges made using your Card, you agree to help us investigate, pursue and obtain reimbursement from the wrongdoer. Your help includes giving us documents that we reasonably request, in a form that is acceptable to us.

### **9. Credit Limits**

We will disclose information about the credit limits that apply to your Account when we open it. Your Statements will also disclose information about your Account credit limits. We may assign different credit limits for the different Balance Categories of your Account and for different Authorized Users. For example, the credit limit we assign for Cash Advances, Balance Transfers, or Promotional Offers may be lower than your credit limit for Purchases or the overall credit limit of your Account. We may raise, lower, restrict, or cancel the credit limit that applies to any Balance Category, any Authorized User, or the Account itself at any time and for any reason, subject to any notices that are required by law. This will not affect your obligation to pay us. You must keep track of your Account balances and available credit. You agree not to allow your Account to go over any credit limit. We may honor transactions above your credit limits, but, if we do, this will not increase your credit limit and you must pay us the full amount of these transactions and any Fees for overlimit transactions due under the Agreement.

### **10. Balance Transfers**

Your Account Opening Disclosures will tell you whether we will allow you and your Authorized Users to make Balance Transfers with your Account. If your Account Opening Disclosures do not disclose an Annual Percentage Rate and transaction fees that apply specifically to Balance Transfers, then you may not make Balance Transfers with your Account. If an Annual Percentage Rate and transaction fees for Balance Transfers are shown in your Account Opening Disclosures, then we may allow you and your Authorized Users to transfer balances to the Account that are owed to other creditors or financial institutions, subject to any minimum Balance Transfer amount we disclose and any credit limit amount we make available for Balance Transfers. If we permit Balance Transfers with your Account, you may not ask us to process a Balance Transfer for any amount you already owe to us, unless we give you our express permission to do so. All Balance Transfers are subject to our approval. We will not process a Balance Transfer request we consider incomplete or illegible. You may use only the devices and methods we have approved for Balance Transfers. If we do not approve the full amount of any Balance Transfer request, we may process part of the amount of the Balance Transfer request or decline the entire request. We are not liable to you if we do not process part or all of any Balance Transfer request. We may make Balance Transfers in any order we choose.

If we allow you and your Authorized Users to make Balance Transfers with your Account, you and your Authorized Users may not request a Balance Transfer for any amount that is or may be the subject of any dispute between you and any other creditor or financial institution. If this happens, you understand this may prevent you from exercising your dispute rights against other creditors and financial institutions. We are not liable to you for disputes you may have with other creditors and financial institutions. If you or your Authorized Users request a Balance Transfer, you agree to monitor your other accounts and continue making the minimum payments due on these accounts, until your other creditor or financial institution provides an account statement that shows the balance of your other account has been paid in full. This may not happen until after the Balance Transfer appears on a Statement from us. You are liable for any late payments, finance charges or disputed amounts on your other accounts. If you want your other accounts closed following a balance transfer, you must instruct your other creditor or financial institution to do so. We will not do this for you.

### **11. Interest Charges**

We will charge Interest Charges to your Account as described in the Agreement, including your Account Opening Disclosures and Statements.

We calculate the Interest Charges on your Account by applying a Daily Periodic Rate to the "Average Daily Balance" of each Balance Category in your Account. We multiply the results for each Balance Category by the number of days in the Billing Cycle. This gives us the total Interest Charges for that Billing Cycle.

The "Daily Periodic Rate" is a daily interest rate. The Daily Periodic Rate for a given Balance Category is equal to the Annual Percentage Rate for that Balance Category divided by 365.

We calculate the "Average Daily Balance" for each Balance Category. We do this by starting with the beginning amount of that Balance Category for each day, including any billed and unpaid Account transactions, Interest Charges and Fees for that Balance Category. We add any new Account transactions, Fees, and debits for that day, and subtract any payments and credits. This gives us the "Daily Balance" for each Balance Category. We calculate the "Average Daily Balance" for each Balance Category by adding all the Daily Balances for each day in the Billing Cycle, and then dividing by the total number of days in the Billing Cycle. This gives us the Average Daily Balance for each Balance Category (including current transactions).

If you must pay a Fee for a specific type of Account transaction, we will add these Fees on the same day and to the same Daily Balance as the Account transaction. These types of Fees include Cash Advance Fees, Balance Transfer Fees, and Foreign Transaction Fees for Purchases and Cash Advances. If you must pay a Fee that is not for a specific type of Account transaction, we will add these Fees to the Daily Balance of Purchases that are subject to the standard APR as of the day you incur the Fee or the last

day of the Billing Cycle during which you incurred the Fee. These types of Fees include Annual Fees, Late Payment Fees, Returned Payment Fees, Overlimit Fees, Copy Fees, Card Replacement Fees, and Rush Card Fees.

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For some Accounts, the Minimum Payment is equal to the entire New Balance of the Account after the Billing Cycle. For other Accounts, the Minimum Payment is equal to a portion of the New Balance after each Billing Cycle. Your Account Opening Disclosures will explain the Minimum Payment you must pay by the due date after each Billing Cycle. If you pay the New Balance in full after each Billing Cycle by the due date shown on the Statement for that Billing Cycle, we will not make you pay Interest Charges on the Purchases made during the Billing Cycle shown on that Statement. This is called a grace period. If you do not take advantage of the grace period, we will charge Interest Charges starting on the day you made the Purchase. If you do not pay the full New Balance after any Billing Cycle by the due date shown on the Statement for that Billing Cycle, you will lose your grace period until you pay your full New Balance on time for two months in a row. You must pay Interest Charges on Cash Advances and on Balance Transfers from the date you obtain them, because there is no grace period for Cash Advances or Balance Transfers. You must pay Interest Charges on Promotional Offers from the date we disclose when we make the Promotional Offer. We may describe these Promotional Offers in your Account Opening Disclosures and other written materials we provide when opening your Account. After opening your Account, we will describe these Promotional Offers in your Statement or other promotional materials we may provide from time to time. You must pay Interest Charges on each unpaid amount until it is paid in full. Interest Charges are added to the proper Balance Category of your Account.

## 12. Fees

You promise to pay the following Fees that we charge to your Account, in the amounts shown on your Account Opening Disclosures or this section of the Agreement.

**Annual Fee:** Your Account Opening Disclosures will show the amount of any Annual Fee we will charge for providing the Account and issuing Cards. If your Account is subject to an Annual Fee, we charge this Annual Fee to your Account when we open it and on each anniversary of this date while your Account remains open for transactions, has an unpaid balance, or both.

**Cash Advance Fee:** Each time you obtain a Cash Advance, we will charge the Cash Advance Fee shown in your Account Opening Disclosures.

**Balance Transfer Fee:** Each time you obtain a Balance Transfer, we will charge the Balance Transfer Fee shown in your Account Opening Disclosures.

**Foreign Transaction Fee:** Each time you make a Purchase or obtain a Cash Advance in a currency other than U.S. dollars or in a country outside the United States, we will charge the Foreign Transaction Fee shown in your Account Opening Disclosures.

**Late Payment Fee:** If your New Balance at the end of a Billing Cycle is less than \$500 and you do not pay at least the Minimum Payment by its due date, we will charge a Late Payment Fee of \$25 to your Account. If your New Balance at the end of a Billing Cycle is \$500 or more and you do not pay at least the Minimum Payment by its due date, we will charge a Late Payment Fee of \$35 to your Account.

**Returned Payment Fee:** If any form of Account payment is not paid for any reason by your depository institution or financial services provider, we will charge a Returned Payment Fee of \$35 to your Account. We may charge this Returned Payment Fee if an Account payment is returned unpaid by your depository institution or financial services provider, even if that institution or provider later allows this payment.

**Overlimit Fee:** If the New Balance exceeds your Account credit limit during a Billing Cycle, we will charge an Overlimit Fee of \$35 to your Account.

**Rush Card Fee:** If you ask us to expedite our delivery of a Card when we open your Account or at any time after that, we will charge a Rush Card Fee of \$30 to your Account.

**Card Replacement Fee:** If you ask us to issue a Card as a replacement for a lost or stolen Card, we will charge a Card Replacement Fee of \$30 to your Account.

**Copy Fee:** We may charge you a Copy Fee of \$6.00 to your Account for each copy of a transaction document or a Statement you request, unless they are required to resolve a billing dispute.

## 13. Transactions Made in Foreign Currencies

If an Account transaction is in a foreign currency, the Payment Card Network (such as MasterCard International) will convert the transaction into U.S. dollars. The Payment Card Network will use its own currency conversion procedures that are in effect when the Payment Card Network processes the transaction. The exchange rate used by the Payment Card Network may be a government-mandated exchange rate or may be based on a range of rates available in the wholesale currency markets as of the processing date (which may be different from the rate the Payment Card Network receives). The conversion rate that is in effect on the processing date may be different than the rate that is in effect on the transaction or posting date.

## 14. Minimum Payments

For some Accounts, the Minimum Payment is equal to the entire New Balance of the Account after the Billing Cycle. For other Accounts, the Minimum Payment is equal to a portion of the New Balance after each Billing Cycle. Your Account Opening Disclosures will disclose the Minimum Payment you must pay by the due date after each Billing Cycle. To avoid a Late Payment Fee,



you must pay us at least this Minimum Payment by the due date shown on the Statement. In addition to the Minimum Payment, you may pay all or part of the total balance of your Account at any time. You must still pay at least the Minimum Payment after each Billing Cycle, even if you paid more than the Minimum Payment due for any previous Billing Cycle.

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### **15. Making Payments**

Your payments to us must be in U.S. dollars from a U.S. deposit account and must otherwise be acceptable to us. We do not accept cash payments through the mail. You may not make Account payments with funds borrowed from your Account or any other credit account with us. You agree to follow the payment requirements we disclose on Statements from time to time. Any in-person payment that we accept from you at one of our branch offices before its closing time will be credited to your Account on the day we receive it. Any payment method that we promote, such as payments you authorize by electronic fund transfer, will be credited to your Account on the day we receive it. Mailed payments must be mailed to us at the address for payments shown on your Statement, unless we expressly instruct you to make payments at a different address. A mailed payment will be credited to your Account on the day we receive it, if you send the payment coupon from your Statement in the same envelope with your payment or you include your Account number on your payment, and your payment arrives at the address we specify no later than the due date indicated on your Statement. If your due date falls on a day when we do not receive payments, any payment we receive the next day that conforms to these payment requirements will not be treated as late. Please allow at least five (5) days for postal delivery. Unless we or our agents specifically instruct you to make payment in a different manner, payments received at any other location or in any other form may not be credited for up to five (5) days. This may cause you to be charged Late Payment Fees and additional Interest Charges. We may refuse to accept any payment made by someone else for your Account. If we accept a payment made by someone else for your Account, you will be responsible for the payment made, even if that payment is rejected or not paid.

### **16. How We Apply Your Payments**

We apply your payment of a Minimum Payment to the Balance Categories with lower Annual Percentage Rates before the Balance Categories with higher Annual Percentage Rates. We apply any portion of a payment that exceeds your Minimum Payment to the Balance Categories with higher Annual Percentage Rates before the Balance Categories with lower Annual Percentage Rates, except as otherwise required by law.

### **17. Payment Processing; Items with Restrictive Conditions or Instructions**

We may accept and process payments without losing any of our rights. Even if we apply a payment to your Account, we may delay the availability of credit in your Account until we confirm your payment has cleared. We may resubmit and electronically collect returned payments. We may also adjust your Account as necessary to correct errors, to process returned and reversed payments, and to handle similar issues.

An "Item" means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments. When you provide an Item as payment, you authorize us either to use information from your Item to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your Item to make an electronic funds transfer, funds may be withdrawn from your deposit account as soon as the same day your payment is received and you will not receive your Item back from your financial institution. You may contact us and ask that we not process your future Items in this way. If we process the payment as a check transaction, you understand and agree that we may convert your Item into an electronic image that can be collected from your depository institution as a substitute check. We will not be responsible if an Item you provide has physical features that, when imaged, result in it not being processed as you intended. **Any Item that has restrictive words, conditions, limitations or special instructions (including Items marked with the words "Paid in Full" or similar language), and all accompanying communications must be mailed to us at Apex Cardmember Services, Attn: Cardmember Services, 214 West College Street, Murfreesboro, TN 37130.** If you make your payment or send any accompanying communications to any other address, we may accept and process the payment, without losing any of our rights.

### **18. Credit Balances**

We may reject and return to you any payment that creates a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. If we allow a credit balance after receiving a payment that exceeds the New Balance, this will not increase the credit limit of your Account and we will have no duty to authorize Account transactions that would exceed your Account's credit limit. We may, at our option, reduce the amount of any credit balance by any new amounts billed to your Account. You may contact us as provided on your Statement and request a refund of any available credit balance. If you contact us in writing, we will refund your credit balance within seven (7) business days from our receipt of your written request. A business day means any day in which our offices are open for the processing of Account payments and credits.

### **19. Account Default and Remedies**

We may consider you in default of your Agreement with us if:

- (1) you do not make at least the Minimum Payment due after a Billing Cycle by its due date;
- (2) any payment you make or attempt is rejected, not paid or cannot be processed;
- (3) you exceed an assigned credit limit;
- (4) a bankruptcy or other insolvency proceeding is filed by or against you;
- (5) you die or are legally declared incompetent or incapacitated;
- (6) we determine that you made a false, incomplete or misleading statement on any of your Account documentation, or you otherwise tried to defraud us;
- (7) you do not comply with any term of this Agreement or any other agreement with us; or
- (8) you permanently reside outside the United States.

Paying the Interest Charges and Fees charged in connection with a default will not, by itself, cure the default. Unless the law

requires us to notify you and wait before we may take action, you understand and agree that we may, after any event of default and without advance notice to you, take any one or more of the following actions:

- (A) close or suspend your Account;
- (B) lower your credit limits;
- (C) increase your Minimum Payment;
- (D) demand that you immediately pay the entire balance owing on your Account;
- (E) continue to charge you Interest Charges and Fees as long as your balances remain outstanding; and/or
- (F) exercise any rights and remedies that the law allows to creditors following a default, which includes to filing of a lawsuit against you, the enforcement of any security interest or setoff right granted to us by operation of law or granted to us by you in this Agreement or any other agreement. You agree to pay us all of our collection expenses to the extent permitted by applicable law, including but not limited to reasonable attorney's fees that we incur after referring your Account to an attorney who is not our salaried employee.

## **20. Communications**

You expressly authorize us and our agents and service providers to use any available written, electronic, or verbal means of contacting you for any purpose related to the servicing and collection of your Account and for any other informational purpose related to your Account (each, a "Communication"). You agree this authorization for Communications includes, but is not limited to, our use of manual calling methods, prerecorded or artificial voice messages, text messages, e-mail messages, and/or automatic telephone dialing systems. You agree that we and our agents and service providers may contact you for these Communications using any e-mail address or telephone number you provide, including a number for a cellular telephone or other wireless device, regardless of any charges you may incur as a result. We will not charge you for making a Communication, but your service provider may. You agree that we and our agents and service providers may monitor and record telephone calls about your credit card account to assure service quality or for other legitimate business reasons. You understand and agree that we and our agents and service providers may always communicate with you in any manner permitted by law that does not require your prior consent.

## **21. Credit Reports**

We may provide information about you and the Account to credit reporting agencies and others, to the extent permitted by law. Information we provide about the Account may appear on credit reports about you. This could include negative information, if you do not comply with the terms of this Agreement. We may obtain and use credit and income information about you from consumer reporting agencies, credit reporting agencies, and others, as the law allows.

***If you believe we have reported inaccurate information about you to a credit reporting agency, notify us in writing at: Apex Cardmember Services, P.O. Box 332509, Murfreesboro, TN 37133.*** In doing so, identify yourself, your Account, the information you believe is inaccurate, and tell us why you believe the information is incorrect. If you have supporting documents or information, such as a copy of a credit report that includes information you believe is inaccurate, please send us the supporting documents and information, too.

## **22. Closing or Suspending Your Account**

You may ask us to close your Account by calling or writing us at the address for customer service as described on your Statement. If you do, we may provide you with additional details about this process and request certain information from you, including payment information. If a Card is used or charges post to your Account after you ask us to close it, we may keep your Account open or reopen it. We may close or suspend your Account and your right to obtain credit from us. We may do this at any time and for any reason, as permitted by law, even if you are not in default. A suspension of your Account might be permanent or temporary. If your Account is closed or suspended for any reason, you and all Authorized Users must stop using your Card immediately. You must also cancel all recurring charges or similar billing arrangements connected with the Account. We will not do this for you. If we close or permanently suspend your Account, you must also destroy all Cards. You must still pay us all amounts you owe on the Account, even if these amounts are charged after your Account is closed or suspended.

## **23. Changes to Your Agreement**

You may not change the Agreement, unless one of our authorized officers expressly agrees to do so in a signed writing. We may, at any time, add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you any notice and wait any time period that the law requires before changing the Agreement and Account terms. If we notify you of changes, we will send you a separate notice or inform you on your Statement. We may send this notice to you electronically, as permitted by law. Our notice will tell you when and how the changes will take effect and describe any rights you have in connection with the changes. You understand that any variable APRs associated with your Account can increase or decrease in each Billing Cycle, as the published index for these rates goes up or down. If we increase your Interest Charges for any other reason, we will notify you in advance and inform you of your options, including any right to reject these changes. If we increase your Fees or change other significant Account terms, we will also notify you in writing and inform you of your options, including any right to reject these changes. We may change any other terms of your Account at any time, after we give you any notice and wait any time period required by law.

## **24. Security Interest and Setoff Rights**

To secure the repayment of this Agreement and any other loans, indebtedness and obligations you may owe to us as of the effective date of this Agreement and after this date (except any indebtedness you may owe to us under a consumer credit card account), and to the extent permitted by law, you grant to us a contractual setoff right and a continuing security interest in any and all funds you may now or in the future have on deposit with us and in any certificates of deposit or other deposit accounts for which you are the accountholder (except any IRA, pension and other tax-deferred deposits). You agree that, to the extent permitted by law, we may at any time apply any funds you have on deposit with us or in certificates of deposit or other deposit accounts for which you are an accountholder against the unpaid balance of this Agreement and against the unpaid balance of any and all other present and future

indebtedness and obligations you may then owe to us, in payment of principal, interest, fees, costs, expenses and reasonable attorney's fees. You also understand that agree that the rights and remedies we may exercise following any event of default under this Agreement or any other loan, extension of credit or other obligation you owe to us, now or in the future, include without limitation all rights and remedies that arise by operation of law.

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### **25. The Law that Applies to Your Agreement; Statute of Limitations**

We make decisions to grant credit, open Accounts, and issue Cards from our offices in Tennessee. The interpretation and enforcement of this Agreement (including the exportation of interest) shall be governed by Tennessee law and, to the extent federal law applies, federal law, without regard to conflict of law principles. If any part of this Agreement is found to be unenforceable or invalid, the remaining parts will remain in effect. You waive any applicable statute of limitations, to the extent allowed by law. If the law does not allow the waiver of any applicable statute of limitations, you agree that the statute of limitations period for all purposes of this Agreement (including the right to collect debt) will be the longer of the limitation period provided under Tennessee law or the limitation period under the law of the jurisdiction where you are located.

### **26. Waiver**

We will not lose any of our rights if we delay taking any action for any reason or if we do not notify you. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future. We may always enforce our rights later and may take other actions not listed in this Agreement if the law allows them. You do not have to receive notice from us of any waiver, delay, demand or dishonor. We may proceed against you before proceeding against someone else.

### **27. Assignment**

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not transfer your Account or your Agreement to someone else without our written permission. We may transfer your Account, our rights and responsibilities under this Agreement, and/or the unpaid balances of your Account to another company or person at any time, without your permission and without advance notice to you. If this happens, any such company or person will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after you are informed or learn that we have transferred your Account or this Agreement, we can handle your payment in any way we think is reasonable. This includes returning the payment to you or forwarding the payment to the other company or person.

### **28. Warranties; Merchant Refunds**

We make no warranties to you about any goods or services you or any Authorized User may purchase from others using your Account or Card. Except as otherwise provided in the "Billing Rights" section below, we are not responsible to you for any claim you may have related to the goods or services purchased with a Card. If you are entitled to a refund for goods and services purchased with a Card, you agree that we may process these refunds as credits to the Balance Category for Purchases. You understand and agree that we have no control over when a merchant initiates a refund. You agree that we have a reasonable amount of time after we receive your refund to process it.

### **29. Arbitration**

**(A) Mandatory Arbitration of Disputes:** The "Arbitration Contract" means the provisions of this Section 29. In the Arbitration Contract, a "Party" means you, any Authorized User, or us (individually) and the "Parties" includes you, all Authorized Users, and us (as a group). Any "Dispute" must, at the election of either Party, be resolved by a neutral, binding arbitration and not by a court of law, unless the Agreement states otherwise. A "Dispute" means any action, dispute, claim or controversy of any kind that is in any way related to: (i) the marketing, origination, servicing, collecting, or reporting of the Account ; (ii) any part or all of the Agreement, including its Arbitration Contract and the arbitrability of any issue, except that only an appropriate court is allowed, if necessary, to determine whether you or we waived any right to bring or participate in a class action under sub-paragraph (E); or (iii) any other aspect of your or our past, present, or future relationship or conduct.

**(B) Facts About Arbitration:** Facts About Arbitration: Arbitration is a process in which a neutral arbitrator decides a dispute, instead of a judge or jury. Arbitration proceedings are private and less formal than court trials. Each side has an opportunity to present some evidence to the arbitrator. Your ability and our ability to discover details may be limited. Other rights that the Parties might have in court may not be available in arbitration. An arbitrator issues an award. A court may then enforce the arbitrator's award like a court judgment. A court rarely overturns an arbitrator's decision.

**(C) Rules:** A Party must give every other Party written notice of any Dispute. Notice of a Dispute must be sent to us by first class mail at the address we provided for billing errors on your most recent Statement. Notice of a Dispute must be sent to you by first class mail at the most recent mailing address we maintain for you in our business records. If a Party elects to have a Dispute resolved by arbitration, that Party's notice to the other Party must describe the nature and factual basis of the Dispute, the names and addresses of all other Parties, the amount involved, and the specific relief requested. The Party that responds to such a notice may answer and set forth any counterclaims. The arbitration will be conducted by one neutral and impartial arbitrator mutually agreed upon by the Parties. The arbitrator must be an attorney or a retired judge. If the Parties cannot agree on an arbitrator, the Parties agree that a court may appoint an arbitrator in accordance with the Federal Arbitration Act (9 U.S.C. §1 et seq.; the "FAA"). The arbitration must be conducted in the federal judicial district where you are located at the time of the arbitration, unless the Parties agree to have the arbitration conducted in another location. The arbitrator may conduct all necessary preliminary proceedings, provide for the exchange of information and/or discovery, and set the time, date and place of any hearing, after reasonable notice to and consultation with the Parties. The award shall be issued without a written opinion no later than 30 days from the date any hearing is completed.

**(D) Standards and Law:** The Parties agree that the Agreement and the Account involve interstate commerce and that this Arbitration Contract is governed by the FAA. The arbitrator shall apply applicable substantive law, statutes of limitation, and honor

claims of privilege that are recognized by law. Judgment based on any arbitrator's award may be entered by any court with competent jurisdiction.

Item # 10.

**(E) Class Action Waiver:** The Parties agree to give up: (i) any right they may have to bring a class action lawsuit or class arbitration, or to participate in a class action lawsuit or class arbitration as a claimant; (ii) any right to consolidate or join any arbitration proceeding with the arbitration of others; and (iii) any right to serve as a private attorney general. If a court of competent jurisdiction determines that this sub-paragraph (E) is illegal, invalid, or unenforceable, the Parties agree that this Arbitration Contract shall be void in its entirety.

**(F) Jury Trial Waiver:** If either Party chooses to have a Dispute resolved by arbitration, the Parties agree that there will be no right have that Dispute tried in any court and there will be no right to have a jury trial of that Dispute.

**(G) Fees and Costs:** If you file for arbitration first, you will pay all of the arbitrator's fees and expenses. We will pay all of the arbitrator's fees and expenses if we file arbitration first. The Parties shall be responsible for paying their own attorneys' fees in connection with any arbitration, unless otherwise allowed for under applicable substantive law and awarded by the arbitrator.

**(H) Survival of Arbitration Contract:** This Arbitration Contract will survive and continue in full force and effect, notwithstanding any cancellation, termination, amendment, payment in full, discharge in bankruptcy, or other expiration or conclusion of the Agreement or any other contract or transaction between the Parties, unless otherwise agreed in writing. In addition, you understand and agree that the rights and responsibilities afforded to us under this Arbitration Contract survive any assignment of the Agreement by us and that we can enforce this Arbitration Contract in the event a Dispute arises after the assignment of the Agreement.

**(I) Severability:** If it is determined that any paragraph or provision in this Arbitration Contract is illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the other paragraphs and provisions of this Arbitration Contract. The remainder of this Arbitration Contract shall continue in full force and effect as if the severed paragraph or provision had not been included. Notwithstanding this severability provision, if a court of competent jurisdiction determines sub-paragraph (E) to be illegal, invalid, or unenforceable, the Parties agree that such waiver shall not be severed and that this Arbitration Contract shall be void in its entirety.

**(J) Right to Reject Arbitration:** If you do not want this Arbitration Contract to apply, you may reject it by mailing us a written notice to Apex Cardmember Services, Attn: Cardmember Services, 214 West College Street, Murfreesboro, TN 37130, that describes the Agreement and your Account and states that you are rejecting the Arbitration Contract. A rejection notice is effective only if it is signed by each of you and the envelope containing any rejection notice is postmarked no more than thirty (30) calendar days after your Account is opened. Even if you reject this Arbitration Contract, sub-paragraphs (E) and (F) of the Arbitration Contract shall remain valid and effective, and will be incorporated into the Agreement. If you reject this Arbitration Contract, it will not affect any other provisions of the Agreement or your obligations under the Agreement. If you do not properly reject this Arbitration Contract, it will be effective as of the date of this transaction.

**THE PARTIES HAVE AGREED TO WAIVE THEIR RIGHT TO A TRIAL BY JURY AND THEIR RIGHT TO PARTICIPATE IN CLASS ACTIONS. THE TERMS OF THIS ARBITRATION CONTRACT AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT UNDERSTAND ANY TERMS OF THIS PROVISION, SEEK INDEPENDENT ADVICE BEFORE SIGNING THIS AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY EACH OF THE PROVISIONS, COVENANTS, STIPULATIONS AND CONTRACTS SET FORTH ABOVE.**

### 30. Glossary

The "Account Opening Disclosures" are the tabular disclosures and other disclosures we provide before you and your Authorized Users are allowed to use the Account or a Card. These Account Opening Disclosures include information about certain Fees that apply to your Account and the Interest Charges that apply to the Balance Categories of your Account.

The "Balance Categories" are the different Account segments we may establish with unique pricing, grace periods or other terms. The Balance Categories of your Account may include Purchases, Cash Advances, Balance Transfers, and Promotional Offers. We reserve the right to decide which Balance Category applies for each Account transaction and our decision will be final.

A "Balance Transfer" means a balance we allow you to transfer to the Account from an account you owe to another financial institution or creditor, by using any written, electronic, or telephonic device or method we approve for this purpose.

A "Billing Cycle" is the period of time covered by each Statement we send you.

A "Cash Advance" means a loan you or your Authorized Users obtain from us by using the Card, convenience checks, or other forms or devices we approve for Account access, including transactions initiated through a bank teller or an Automated Teller Machine (ATM).

A "Cash Advance" includes use of the Card or Account to obtain something we consider a cash equivalent, such as wire transfers, travelers' checks, money orders, foreign currency, lottery tickets, gaming chips, and wagers.

"Fees" are the charges we add to your Account that are not based on the Annual Percentage Rates.

"Interest Charges" are the charges we add to your Account based on the Annual Percentage Rates and corresponding Daily Periodic Rates we apply to your Account balances.

The "New Balance" is the full unpaid balance of your Account as of the end of a Billing Cycle, which includes the billed and uncollected amounts due for all Account transactions made in each Balance Category, Interest Charges, and Fees.

Item # 10.

A "Promotional Offer" means transactions and balances that post to your Account and are subject to unique pricing, grace periods, or other terms we disclose from time to time for promotional and other reasons.

A "Purchase" means the property, rights, goods and services you or an Authorized User purchase, rent, or otherwise obtain directly from merchants and vendors by using a Card or the Account.

### **31. Your Billing Rights: Keep This Document For Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the address provided on your billing statement. In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### **What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees.

We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertiser we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

Item # 10.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at the address provided on your billing statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Form TC\_37  
v.10/2023



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council Meeting
<b>MEETING DATE:</b>	August 19, 2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on report on the Resilient Communities Program Grant.
<b>STAFF INITIATOR:</b>	Tara Tomlinson, Director of Development Services

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### BACKGROUND:

In June 2024, the City of Wolfforth and Kimley-Horn partnered together to apply for the Resilient Communities Program Grant. The Texas General Land Office (GLO) allocated up to \$100 million in Community Development Block Grant Mitigation (CDBG-MIT) funds for the Resilient Communities Program (RCP). RCP funds the development, adoption, and implementation of resilient building codes, flood damage prevention ordinances, zoning ordinances, comprehensive plans, and land use plans. Additionally, RCP funds an array of public service activities related to resilience. The maximum grant amount is \$300,000 per applicant.

The City of Wolfforth went through an extensive application process over the past 2 months. First, applicants had to establish a series of information regarding Fair Housing to be considered. Currently the City of Wolfforth publishes on their website the contact information (local, state, and federal levels) for reporting a Fair Housing Complaint. Along with the website, publications are available at City Hall about Fair Housing Practices.

With the help of Kimley-Horn, the application required the following:

- verification of ordinances relating to building codes, comprehensive plan, and land-use
- specification about eligible categories and performance requirements (building codes, flood damage prevention, and comprehensive plan)
- Documentation of grant management plan, list of key stakeholders, local certifications, SAM.gov documents, and legal authority
- Financial documents including procurement policies, finance policies, purchasing policies, 2023 Financial Audit Report, and Certified City Charter

Due to the program's requirements, the City of Wolfforth requested funding for \$15,000 for Building Codes, \$15,000 for Flood Damage Prevention Ordinance, and \$190,000 for Comprehensive Plan. All \$240,000 requested was approved by the Resilient Communities Grant Program (RCP) on August 13, 2024.

Next steps for the City of Wolfforth include contracts for execution and a Grant/Project Kickoff Meeting with their staff, Kimley-Horn, and City Staff.

### EXHIBITS:

### COUNCIL ACTION/STAFF RECOMMENDATION:

No action needed.

# RESILIENT COMMUNITIES PROGRAM APPLICATION GUIDE



TEXAS GENERAL LAND OFFICE  
COMMUNITY DEVELOPMENT & REVITALIZATION  
CDBG-MIT



## PURPOSE OF THIS DOCUMENT

This document is the main resource for governmental entities interested in the Resilient Communities Program (RCP). The document includes detailed information on grant categories, eligibility requirements, and how to apply. Prospective applicants are encouraged to review this document prior to applying, as well as during the creation and submission of an application. This document also includes important preliminary information regarding the steps following the application, including the award, contract, performance requirements, and reimbursement process. Prospective applicants are encouraged to review these sections to know what to expect after the application submission.

## PROGRAM OVERVIEW

The Texas General Land Office (GLO) allocated up to \$100 million in Community Development Block Grant Mitigation (CDBG-MIT) funds for the Resilient Communities Program (RCP). RCP funds the development, adoption, and implementation of resilient building codes, flood damage prevention ordinances, zoning ordinances, comprehensive plans, and land use plans. Additionally, RCP funds an array of public service activities related to resilience.

The maximum grant amount is \$300,000 per applicant. For more information, view the Eligibility Requirements and the Performance Requirements sections. Proposed costs must be necessary, reasonable, and allocable to the RCP grant category or categories.

Program launch date is June 1, 2022. The end date is six (6) years from the launch. Applications will be processed on a continuous basis throughout the life of RCP, or until all funds have been exhausted.

At least 50% of the RCP budget will be used to address mitigation needs in the CDBG-MIT Most Impacted and Distressed (MID) areas identified by the United States Department of Housing and Urban Development (HUD). These areas are herein referred to as, “HUD MID areas”.

At least \$5,000,000 of the RCP budget will be used for public service activities that principally benefit low-and-moderate income (LMI) persons<sup>1</sup>.

## CONTACT INFORMATION

To learn more about the Resilient Communities Program, stay up to date with program updates, and start an RCP application, visit our website, linked below. Feel free to contact us with any questions you may have, using the email address or phone number, also below.

**RCP Website:** <https://recovery.texas.gov/rcp>

<sup>1</sup> An LMI person is defined by Section 102(a)(20) of the HCDA as a person in a family or an individual with annual income equal to or less than HUD’s Section 8 Low Income Limit, which is generally 80 percent of an area’s median family income adjusted for household size



**Email:** [rcp.glo@recovery.texas.gov](mailto:rcp.glo@recovery.texas.gov)

**Phone:** 512-770-4900

Communities are encouraged to also learn about RCP's companion program, the Local Hazard Mitigation Plans Program (LHMPP), which is actively accepting applications. Visit LHMPP's web page at [recovery.texas.gov/mitigation/lhmpp](http://recovery.texas.gov/mitigation/lhmpp).



# GRANT CATEGORIES

Applicants can apply to one or more of the following grant categories:

## BUILDING CODE

This grant category funds the development, adoption, and implementation of modern and resilient building codes. Building codes are the primary mechanism for communities to regulate the design and construction of new buildings and the renovation of existing buildings.

Building Codes must meet specific performance requirements: see the Performance Requirements section for more information.

## FLOOD DAMAGE PREVENTION ORDINANCE

This grant category/eligible activity funds the development, adoption, and implementation of resilient flood damage prevention ordinances. This ordinance provides the framework for regulating what and how to build in a floodplain. Adopting such ordinance is a requirement for participating in FEMA's National Flood Insurance Program (NFIP). Exceeding the minimum ordinance requirements can make a community eligible to participate in the Community Rating System (CRS), which in turn can reduce the flood insurance premiums paid by a community's property owners.

Flood Damage Prevention Ordinances must meet specific performance requirements: see the Performance Requirements section for more information.

## COMPREHENSIVE PLAN

This grant category/eligible activity funds the development and adoption of forward-looking Comprehensive Plans. These plans take the community goals and aspirations and formalize them into actionable policies that determine what can be built within a certain jurisdiction and where. Comprehensive plans themselves serve as guiding documents that provide the framework by which regulatory structures are created.

Comprehensive Plans must meet specific performance requirements: see the Performance Requirements section for more information.

## LAND USE PLAN

This grant category/eligible activity funds the development and adoption of forward-looking Land Use Plans. These plans lay out the high-level distribution of existing and future land and their uses. Land-use plans also reflect long-term decisions pertaining to transportation, housing, and overall community development.

Land Use Plans must meet specific performance requirements: see the Performance Requirements section for more information.

## ZONING ORDINANCE



This grant category/eligible activity funds the development, adoption, and implementation of Zoning Ordinances. These ordinances take the ideas outlined in the land use/comprehensive plans and codifies them into a legally binding development regulation.

Zoning Ordinances must meet specific performance requirements: see the Performance Requirements section for more information.

## PUBLIC SERVICE ACTIVITIES

This grant category funds the execution of two types of public service activities: 1) Public Information activities leading to CRS credits, and 2) Education and Outreach activities to increase community knowledge around resilience.

**(1) Public Information Activities Leading to CRS Credits:** these are a specific set of activities detailed in the CRS Coordinator’s Manual<sup>2</sup>. CRS is a voluntary incentive program for communities participating in the National Flood Insurance Program (NFIP). By completing one or more of these activities, an NFIP-participating community acquires CRS credits, which in turn can reduce the flood insurance premiums paid by a community’s property owners. An overview of the CRS Public Information activities is also available in the [Appendix B](#) of this document.

**(2) Other Education and Outreach Activities:** these are activities that focus on alerting communities and beneficiaries about opportunities to mitigate identified risks through insurance, best practices, and other strategies. Unlike Public Information Activities Leading to CRS Credits, which focus solely on flooding, these activities can also address other risk types, such as wildfires, drought, tornadoes, and winter weather<sup>3</sup>.

Public Service Activities must meet specific performance requirements: see the Performance Requirements section for more information.

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<sup>2</sup> Public Information Activities are described in Series 300 (page 300-1 through 370-14) of the CRS Coordinator’s Manual, National Flood Insurance Program Community Rating System, FIA-15/2017, FEMA, available at: [https://www.fema.gov/sites/default/files/documents/fema\\_community-rating-system\\_coordinators-manual\\_2017.pdf](https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf)

<sup>3</sup> For a list of all significant current and future disaster risks in the State of Texas, refer to the “State of Texas CDBG Mitigation (CDBG-MIT) Action Plan Amendment 1: Building Stronger for a Resilient Future” (p. 47-162), available at: <https://recovery.texas.gov/documents/action-plans/mitigation/mitigation-sap-amend-1.pdf>



# REQUIREMENTS

## ELIGIBILITY REQUIREMENTS

All applicants must meet the following eligibility requirements. GLO will verify the fulfillment of such requirements BEFORE an application can be deemed eligible. The information needed to verify the satisfaction of these requirements will be collected via the RCP application and, if needed, via an RFI.

### Eligibility Requirements for All Grant Categories

- Applicant must be a City, County, Federally Recognized Tribe, or Council of Governments (COG).
- Applicant must have legal authority to adopt and enforce the proposed code/plan/ordinance. Note: COGs can apply on behalf of jurisdictions that have such legal authority.
- Applicant/beneficiary must be located in a Most Impacted and Distressed (MID) county or ZIP code<sup>4</sup>.
- Applicant cannot request more than \$300,000 throughout the lifetime of RCP.
- Applicant must demonstrate capacity to administer grant funds and complete the proposed work on time or describe how they will procure assistance to do so.
- Applicant must list any existing building codes, ordinances, and local and/or regional plans (if applicable)—including county or regional level hazard mitigation plans—and describe how those existing regulations and planning efforts relate to the project for which funding is requested.

### For Public Service Activities grant category only

- Proposed public service activities must meet one of the following CDBG-MIT National Objectives:
  - Principally benefit LMI persons:  
in order to meet this objective, applicant must demonstrate that at least 51 percent of the people served by the public service activity are LMI individuals. If the public service activity is intended to benefit all residents of a particular community, in order to meet this objective, at least 51 percent of those residents must be classified as LMI.
  - Urgent Need Mitigation:  
In order to meet this objective applicant must demonstrate that the public service activities will result in measurable and verifiable reductions in the risk of loss of life and property from future disasters and yield community development benefits

<sup>4</sup> These are counties and ZIP codes that received a federal disaster declaration in the 2015 Floods (DR-4223 and 4245), the 2016 Floods (DR-4266, DR-4269 and DR-4272), Hurricane Harvey (DR-4332), or the 2018 South Texas Floods (DR-4377). The list of MID counties and ZIP codes is included in the State of Texas CDBG-MIT Action Plan (p.307-316), available at <https://recovery.texas.gov/action-plans/mitigation/index.html>. Information on MID areas is also included in the [Appendix A](#) to this guide.



## AFFH REQUIREMENTS

In order to assist applicants for U.S. Department of Housing and Urban Development (HUD) funding, GLO has established a series of elements and information regarding Fair Housing for applicants to prepare and consider in the development of their applications, programs, and projects.

Further, applicants may receive requests for technical assistance from individuals or groups representative of persons of low- and moderate-income that request assistance in developing proposals (including proposed strategies and actions to affirmatively further fair housing). Applicant strategies must be ready for such or similar requests. Finally, well developed strategies, actions, and citizen participation will expedite application and individual project reviews and, in-turn, release authorization to use funds more promptly. Recognizing that each project/plan and community is different and comes with its own unique circumstances, needs, and considerations, applicants are expected to candidly and objectively assess as much information as possible such that the determinative factors differ between and inform project choices.

Applicants must certify that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations, and that it will affirmatively further fair housing.

Applicant must also identify those activities already achieved to further fair housing, those activities to be undertaken if an award is made by CDBG-MIT, and when that activity will be complete.

Viable options to Affirmatively Further Fair Housing:

- Developing a strategy to pass a Fair Housing Ordinance
- Passing a Fair Housing Ordinance
- Initiating a Fair Housing counseling service
- Assisting Fair Housing groups
- Establishing a local complaint and monitoring process
- Providing Housing Choices outside historically minority and/or LMI neighborhoods
- Assisting Housing Projects that are racially mixed
- Enforcing Fair Housing Guidelines that are equivalent to a Fair Housing Ordinance
- Adopting and distributing Fair Housing practices
- Designating a Fair Housing Month
- Holding a special hearing to solicit input from the community
- Publishing the contact information – at the local, state, and federal levels – for reporting a Fair Housing complaint
- Developing policies and procedures that take the location of protected classes into account when deciding where to locate undesirable infrastructure improvements
- Other – Describe your process and how it affirmatively furthers fair housing

All proposed RCP applications will undergo an Affirmatively Further Fair Housing (AFFH) review by the GLO before final approval. Such review will include assessments of:

- A proposed project's/plan area demography,



- Socioeconomic characteristics,
- Housing configuration and needs,
- Educational, transportation, and health care opportunities,
- Environmental hazards or concerns; And
- All other factors material to the AFFH determination.





# AGENDA ITEM COMMENTARY

**MEETING NAME:** City Council

**MEETING DATE:** August 19, 2024

**ITEM TITLE:** Consider and take appropriate action on demonstration of TextMyGov

**STAFF INITIATOR:** Terri Robinette, City Secretary  
Tara Tomlinson, Director of Development Services

**BACKGROUND:**

Recently the staff began work on implementing a new mass communication system so that we may add another layer of effective communication with our citizens. In the past, the city had used a system for this purpose but the current staff felt it was not user friendly and did not offer the level of functionality that we were looking for. We have made the change to TextMyGov and are working through the final steps of implementation.

TextMyGov provides two features that we are excited to share with you. The first is the ability to empower citizens to connect to the city from anywhere. Using text messaging, citizens can simply text a quick comment and they will get an automatic response. The system then integrates with our work order management system to create a work order for the appropriate department. A text of “pothole” would then automatically ask for location information etc. then send that location and information to Public Works and the Streets Department.

The second feature will allow the City to send text message communications city-wide, by neighborhood, to employees or by specific mapped sections of the City. We plan on using this feature for important messaging such as boil water notices, crash reports, and tornado siren testing among others.

Tara and I will be giving a short demo on how citizens can opt in and some of the key features of the system.

**EXHIBITS:**

TextMyGov flyers

**COUNCIL ACTION/STAFF RECOMMENDATION:**



TextMyGov™

Get Fast Assistance

# Text the City of Wolfforth

Skip a phone call and use your mobile phone's text messaging service to find information and report issues on the go.

City of Wolfforth  
**806.630.1113**

Report

Bill Pay

Potholes

Elections

Street Light

Garbage

Sign

FAQ

## Access Information

You can send a text message to the city using simple keywords to find information such as: **ANIMAL CONTROL, BUILDING PERMITS, UTILITIES, WATER SERVICE, or COUNCIL.**

## Report Issues

Easily report an issue to the city by texting **REPORT** or an issue specific keyword such as: **POTHOLE, STREET LIGHT, or SIGN.**

## 24/7 Texting Service

Smart texting technology identifies keywords texted in to provide immediate assistance. It can relay information back to you or guide you through a few steps to complete a report.

## Get Started

Text **Hi** to the City of Wolfforth

at: **806.630.1113**

Save our number to your phone and text **HI** anytime you need it.

Get Fast Assistance

# Text the City of Wolfforth

City of Wolfforth  
806.630.1113

Report

Bill Pay

Pothole

City Hall Hours

Street Light

Utilities

Sign

FAQ

## Find Information & Report Issues

Skip a phone call and use your mobile phone's text messaging service to quickly access information and report issues.

Simply text the word **Hi** to the city's smart texting number or send a message containing keywords relevant to your request, such as: **UTILITIES, BUILDING PERMITS, PLANNING, ELECTIONS, UTILITY EMERGENCY, POTHOLES, STREET LIGHT, or SIGN.**

## 24/7 Texting Service

Smart texting technology identifies keywords texted in to provide immediate assistance. It can relay information back to you or guide you through a few steps to submit a report.

## Get Started

Text **Hi** to the City of Wolfforth at:

# 806.630.1113

Save our number to your phone and text **HI** anytime you need it.

**!** Get updates delivered directly to your phone

Additional service option

## Sign up to receive city-wide text alerts!

Text **WOLFFORTH** to **91896**

### What to Expect:

- After the initial keyword is sent to join the text message notification list, you will receive a confirmation message asking you to reply **YES** to verify opt-in.
- You may receive multiple text messages a month. Notifications may include: **Upcoming Events, Garbage Delays, Road Closures, and Storm Warnings**
- You can text **STOP** at any time to remove yourself from the notification list.



# City of Wofforth Text Alerts!

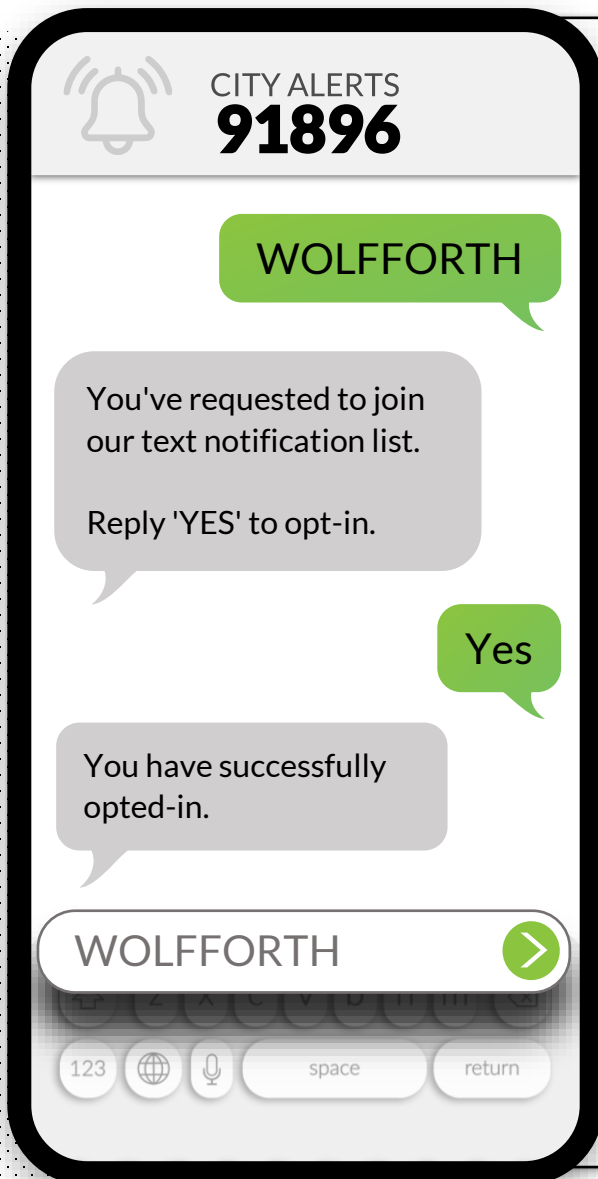
Get city updates sent directly to your phone via text message.

## Sign up to receive city text message notifications!

*Opt-in today.*

Text **WOLFFORTH**

to: **91896**



### What to Expect:

- After the initial keyword is sent, you will receive a confirmation message asking you to reply **YES** to verify opt-in.
- You may receive multiple text messages a month with a notification. Notifications may include **Upcoming Events, Garbage Delays, Road Closures, Storm Warnings, and Power Outages.**
- You can text **STOP** at any time to remove yourself from the notification list.



# AGENDA ITEM COMMENTARY

---

<b>MEETING NAME:</b>	City Council Meeting
<b>MEETING DATE:</b>	August 19, 2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on final plat The Overlook, Lots 342-A through 389-A, a replat of lots 342 through 390 of the Overlook, Lots 179-390.
<b>STAFF INITIATOR:</b>	Tara Tomlinson, Director of Development Services

---

**BACKGROUND:**

The attached plat has been reviewed by staff and third parties and meets the City’s ordinances for approval with the attached conditions to address. Per City of WolfForth’s Code of Ordinances, approval by Planning and Zoning Commission on August 13, 2024 shows that the plat meets all ordinances. This is the area approved at the July 15<sup>th</sup> City Council Meeting to allow for Single-Family homes in Overlook’s PDD. No new public infrastructure is required, only lot lines will change.

**EXHIBITS:**

- 1. Proposed Final Plat
- 2. Original Final Plat

**COUNCIL ACTION/STAFF RECOMMENDATION:**

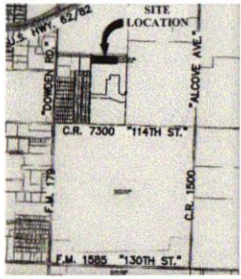
Staff recommends approval of plat.

# THE OVERLOOK, LOTS 342-A THROUGH 389-A,

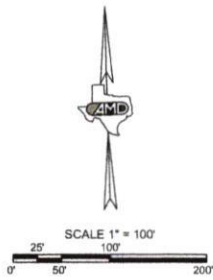
A REPLAT OF LOTS 342 THROUGH 390  
OF THE OVERLOOK, LOTS 179 THROUGH 390,

## AN ADDITION TO THE CITY OF WOLFFORTH, LUBBOCK COUNTY, TEXAS

(ORIGINAL PLAT PREVIOUSLY RECORDED IN COUNTY CLERK'S PLAT AND DEDICATION NUMBER 2023033089 OF  
THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)



VICINITY MAP  
NOT TO SCALE



LINE	BEARING	DISTANCE
L1	S. 43°08'59" E.	14.14'
L2	S. 46°51'00" W.	21.21'
L3	N. 43°09'00" W.	21.21'
L4	N. 01°51'00" E.	203.01'
L5	N. 46°51'01" E.	14.14'
L6	S. 43°08'59" E.	21.21'
L7	S. 01°51'00" W.	99.68'
L8	N. 01°51'00" E.	99.68'
L9	N. 46°51'01" E.	21.21'
L10	S. 01°51'00" W.	203.01'
L11	N. 43°09'00" W.	14.14'
L12	S. 46°51'00" W.	14.14'
L13	N. 01°51'00" E.	203.02'
L14	S. 01°51'00" W.	99.69'
L15	N. 01°51'00" E.	99.69'
L16	S. 01°51'00" W.	203.02'

LINE	BEARING	DISTANCE
L17	N. 01°51'00" E.	20.00'

\*\*\*NOTE\*\*

ALL TPE'S WERE PREVIOUSLY DEDICATED WITH THE ORIGINAL PLAT RECORDED IN COUNTY CLERK'S PLAT AND DEDICATION NUMBER 2023033089:

- TPE 1 = SOUTH LINE OF TPE 1 IS 19.00' NORTH OF THE SOUTH LINE OF LOT 351-A
- TPE 2 = NORTH LINE OF TPE 2 IS 12.00' SOUTH OF THE NORTH LINE OF LOT 353-A
- TPE 3 = SOUTH LINE OF TPE 3 IS 10.00' NORTH OF THE SOUTH LINE OF LOT 365-A
- TPE 4 = NORTH LINE OF TPE 4 IS ON THE NORTH LINE OF LOT 367-A
- TPE 5 = SOUTH LINE OF TPE 5 IS 19.00' NORTH OF THE SOUTH LINE OF LOT 379-A
- TPE 6 = NORTH LINE OF TPE 6 IS 12.00' SOUTH OF THE NORTH LINE OF LOT 381-A

1. HEAVY LINES INDICATE PLAT LIMITS.
2. ALL STREETS, ALLEYS, AND EASEMENTS WITHIN PLAT LIMITS ARE HEREIN DEDICATED, UNLESS NOTED OTHERWISE.
3. NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH THIS FINAL PLAT.
4. ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE THE SUBDIVIDER'S EXPENSE. COMPENSATION SHALL BE MADE PRIOR TO RECORDING OF THIS FINAL PLAT.
5. ALL EXISTING OR PROPOSED UTILITY SERVICES TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE CONTAINED IN THE PUBLIC RIGHT-OF-WAY AND PUBLIC OR PRIVATE UTILITY EASEMENTS. UTILITY SERVICE INSTALLATION REQUESTED AT A FUTURE DATE AND NOT WITHIN AN EASEMENT INDICATED BY THIS PLAT, SHALL BE WITHIN A PROPER UTILITY EASEMENT GRANTED BY THE OWNER OF SAID PROPERTY BY SEPARATE RECORDED INSTRUMENT PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH EASEMENTS SHALL BE AT THE EXPENSE OF THE ENTITY REQUESTING SUCH INSTALLATION.
6. ALL EASEMENTS HEREIN GRANTED SHALL ENTITLE THE CITY OR THE UTILITY COMPANY USING SUCH EASEMENTS TO THE RIGHT TO REMOVE, REPAIR OR REPLACE ANY LINES, PIPES, CONDUITS, OR POLES WITHIN SUCH EASEMENTS AS MAY BE DETERMINED BY THE CITY OR UTILITY COMPANY WITHOUT THE CITY OR UTILITY COMPANY BEING RESPONSIBLE OR LIABLE FOR THE REPLACEMENT OF IMPROVEMENTS, PAVING OR SURFACING OF THE EASEMENT NECESSITATED BY SUCH REPAIR, REMOVAL, OR REPLACEMENT. EASEMENTS DESIGNATED OR INTENDED FOR VEHICULAR PASSAGE (UTILITY AND EMERGENCY) OR PEDESTRIAN ACCESS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED.
7. ANY EASEMENTS OR RIGHTS-OF-WAY SHOWN AS "TO BE DEDICATED BY SEPARATE INSTRUMENT" ARE SHOWN ON THE PLAT FOR INFORMATION PURPOSES ONLY. THIS PLAT DOES NOT DEDICATE SAID EASEMENTS.
8. IN ORDER TO PREVENT DAMAGE TO PUBLIC AND PRIVATE UTILITIES AND TO MINIMIZE AND OR ELIMINATE INTERRUPTION OF UTILITY SERVICES, THE CITY OF WOLFFORTH REQUESTS THAT NO UTILITY RISERS, METER BASES, PEDESTALS, ETC., PUBLIC OR PRIVATE, BE PLACED IN THE CHAMFERED CORNERS OF ALLEY WAYS.

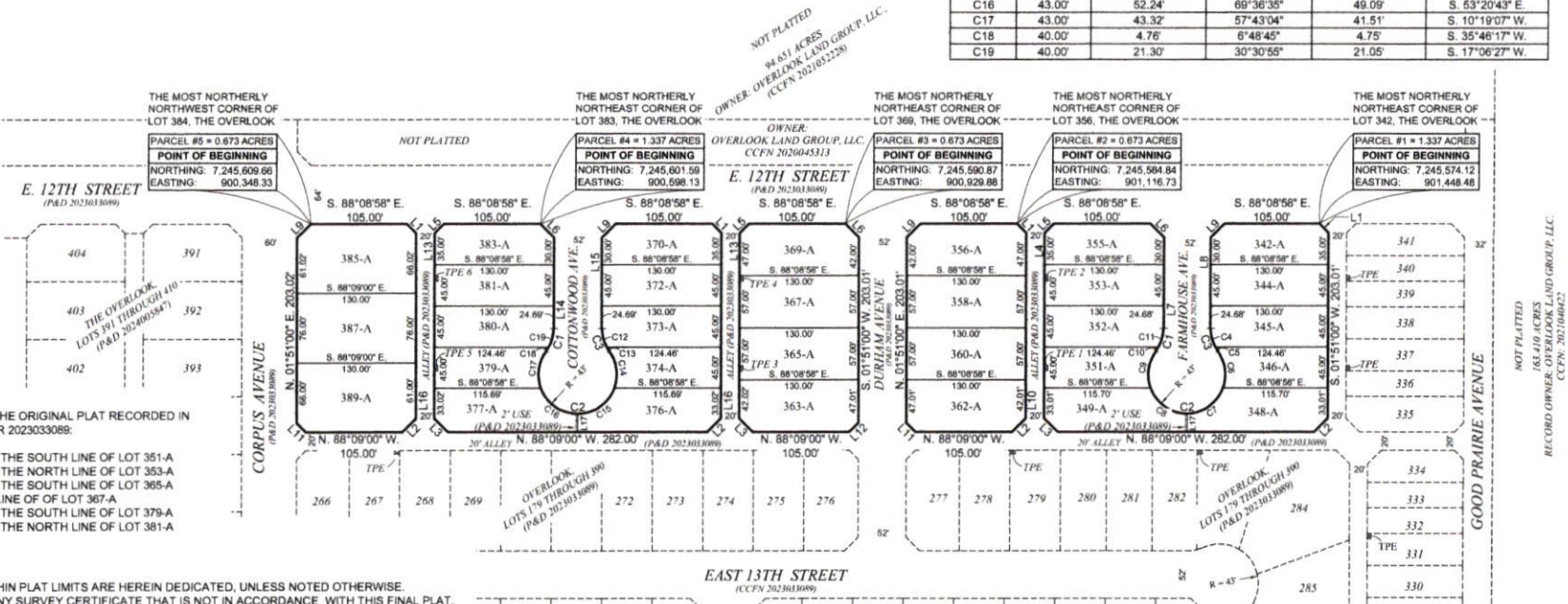
- CCFN = COUNTY CLERK'S FILE NUMBER
- P&D = COUNTY CLERK'S PLAT AND DEDICATION NUMBER
- R.O.W = RIGHT-OF-WAY
- TPE = 4' X 6' (MINIMUM) TRANSFORMER PAD EASEMENT (SPEC), INDICATED BY SYMBOL ☐
- USE = UNDERGROUND STREETLIGHT CABLE EASEMENT
- SPEC = SOUTH PLAINS ELECTRIC COOPERATIVE

ALL CORNERS ARE MONUMENTED WITH 1/2" IRON RODS WITH CAPS MARKED "AMD ENGINEERING", EITHER FOUND OR SET, UNLESS OTHERWISE NOTED.  
BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, AS DETERMINED BY A POINT OF ORIGIN LOCATED AT NORTHING: 7,245,217.570 AND EASTING: 899,519.772. THE CONVERGENCE ANGLE TO TRUE NORTH IS (-)01° 54' 48.24" AND THE COMBINED SCALE FACTOR IS 0.99974921.  
DISTANCES SHOWN HEREON ARE AT SURFACE, IN U.S. SURVEY FEET.  
THESE PLAT LIMITS CONTAIN A TOTAL OF 4.693 ACRES OF LAND IN AGGREGATE OF FIVE PARCELS. DESCRIPTION OF THESE PLAT LIMITS ARE ON A SEPARATE DOCUMENT, OF SAME DATE HERewith.

PLAT CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	40.00'	26.06'	37°19'40"	25.60'	S. 88°09'00" E.
C2	43.00'	191.12'	254°36'16"	68.39'	S. 88°09'00" E.
C3	40.00'	26.06'	37°19'40"	25.60'	N. 16°48'50" W.

Item # 14.

LOT CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C4	40.00'	21.31'	30°31'42"	21.06'	N. 13°24'51" W.
C5	40.00'	4.75'	6°47'58"	4.74'	N. 32°04'41" W.
C6	43.00'	43.33'	57°43'45"	41.52'	N. 08°36'47" W.
C7	43.00'	52.23'	89°35'54"	49.08'	N. 57°03'02" E.
C8	43.00'	52.23'	89°35'59"	49.08'	S. 53°21'01" E.
C9	43.00'	43.32'	57°43'41"	41.51'	S. 10°18'49" W.
C10	40.00'	4.75'	6°48'02"	4.74'	S. 35°46'38" W.
C11	40.00'	21.31'	30°31'37"	21.06'	S. 17°06'48" W.
C12	40.00'	21.30'	30°30'59"	21.05'	S. 13°24'30" E.
C13	40.00'	4.76'	6°48'41"	4.75'	N. 32°04'20" W.
C14	43.00'	43.32'	57°43'09"	41.51'	N. 08°37'06" W.
C15	43.00'	52.24'	89°36'31"	49.09'	N. 57°02'44" E.
C16	43.00'	52.24'	89°36'35"	49.09'	S. 53°20'43" E.
C17	43.00'	43.32'	57°43'04"	41.51'	S. 10°19'07" W.
C18	40.00'	4.76'	6°48'45"	4.75'	S. 35°46'17" W.
C19	40.00'	21.30'	30°30'55"	21.05'	S. 17°06'27" W.



PLAT FOR REVIEW,  
DO NOT RECORD @ 2:00 P.M.  
05/20/2024

KNOW ALL MEN BY THESE PRESENTS:  
THAT I, LANDON MERRITT, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS AND/OR OTHER CONTROL SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF WOLFFORTH, TEXAS.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS.

APPROVED: \_\_\_\_\_  
MAYOR  
ATTEST: \_\_\_\_\_  
CITY SECRETARY

REGISTERED PROFESSIONAL LAND SURVEYOR # 6466  
LUBBOCK, TEXAS  
SURVEYED: AUGUST 8, 2023

SECTION 24, BLOCK AK, HE & WT RR. Co., ABSTRACT No. 885

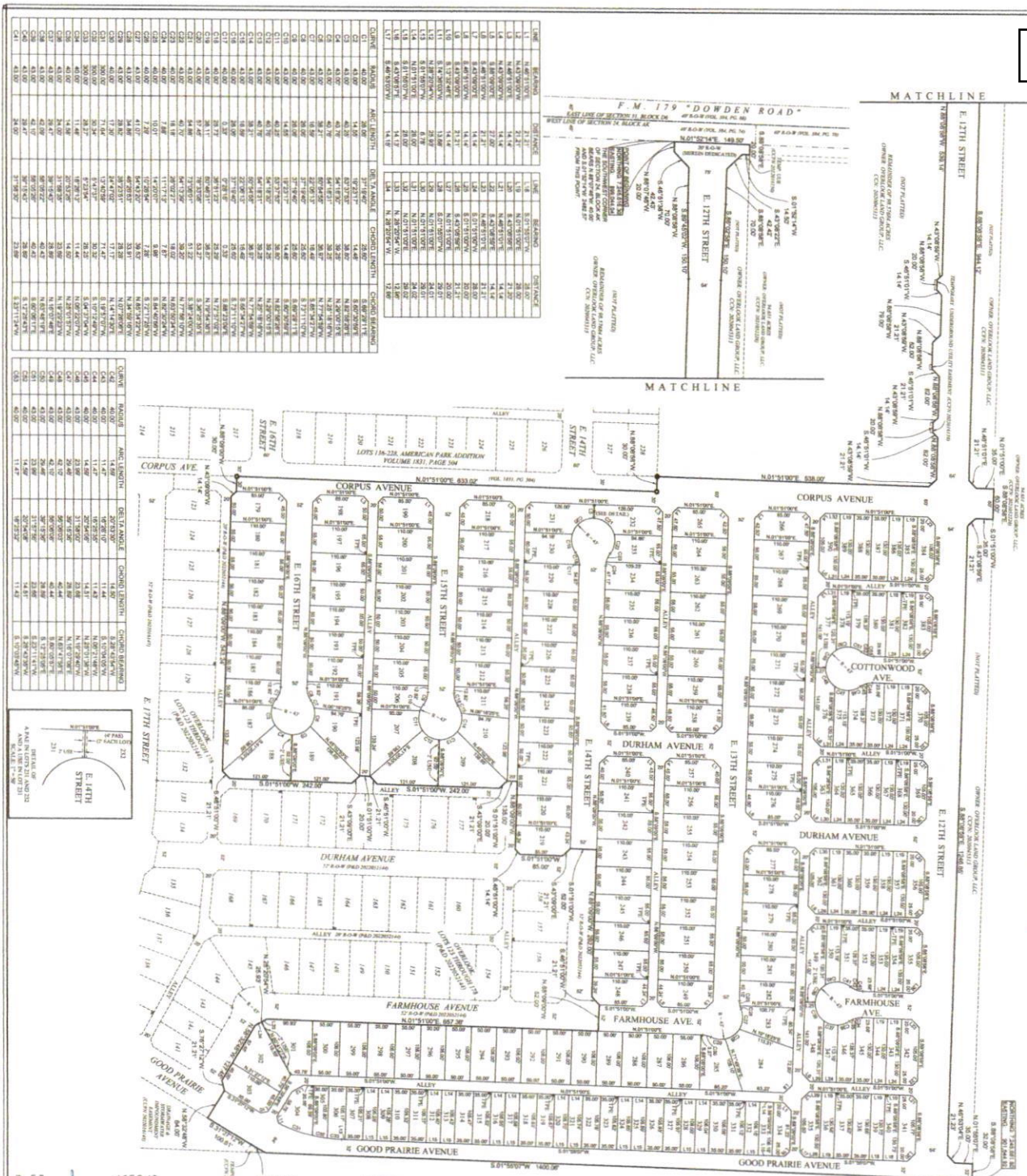
AMD Engineering, LLC  
6515 68th Street, Suite 300  
Lubbock, TX 79424  
Phone: 806-771-5976  
Fax: 806-771-7825  
TBPELS Reg.

LAND ENGINEERING  
LAND SURVEYING

Accuracy - Efficiency - Integrity

PROPERTY OWNER: OVERLOOK LAND DEVELOPER  
ADDRESS: P.O. BOX 53417, LUBBOCK, TEXAS 79453  
PHONE: 806-781-7928  
JOB NUMBER: 240233

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**THE OVERLOOK,**  
 LOTS 179 THROUGH 390,  
 AN ADDITION TO THE CITY OF WOLFORTH,  
 LIBROCK COUNTY, TEXAS

BEING PART OF THE CERTAIN 73.36 ACRES RECORDED IN  
 PUBLIC RECORDS OF LIBROCK COUNTY, TEXAS

NOT PLATTED  
 163.410 ACRES  
 RECORD OWNER: OVERLOOK LAND GROUP, LLC  
 C.C.P. NO. 202108422

NOT PLATTED  
 163.410 ACRES  
 RECORD OWNER: OVERLOOK LAND GROUP, LLC  
 C.C.P. NO. 202108422

APPROVED THIS 14th DAY OF August, 2023, BY THE CITY COUNCIL OF THE CITY OF WOLFORTH, TEXAS

ATTEST: *[Signature]*  
 CITY SECRETARY

**NOTES:**

1. HEAVY LINES INDICATE PLAT LIMITS.
2. ALL LOTS ARE TO BE CONVEYED BY DEED.
3. NO SPLITTING PERMIT SHALL BE ISSUED ON ANY SPLITTING CERTIFICATE THAT IS NOT IN ACCORDANCE WITH THE CITY OF WOLFORTH ORDINANCES.
4. ALL EASEMENTS ON PROPOSED UTILITY SERVICES TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE IN ACCORDANCE WITH THE CITY OF WOLFORTH ORDINANCES.
5. ALL EASEMENTS ON PROPOSED UTILITY SERVICES TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE IN ACCORDANCE WITH THE CITY OF WOLFORTH ORDINANCES.
6. THE CITY OF WOLFORTH RESERVES THE RIGHT TO REVOKE OR MODIFY ANY EASEMENT GRANTED BY RESERVATION OR BY THE ENTRY OF THIS PLAT.
7. THE CITY OF WOLFORTH RESERVES THE RIGHT TO REVOKE OR MODIFY ANY EASEMENT GRANTED BY RESERVATION OR BY THE ENTRY OF THIS PLAT.
8. THE CITY OF WOLFORTH RESERVES THE RIGHT TO REVOKE OR MODIFY ANY EASEMENT GRANTED BY RESERVATION OR BY THE ENTRY OF THIS PLAT.
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16. THE CITY OF WOLFORTH RESERVES THE RIGHT TO REVOKE OR MODIFY ANY EASEMENT GRANTED BY RESERVATION OR BY THE ENTRY OF THIS PLAT.
17. THE CITY OF WOLFORTH RESERVES THE RIGHT TO REVOKE OR MODIFY ANY EASEMENT GRANTED BY RESERVATION OR BY THE ENTRY OF THIS PLAT.
18. THE CITY OF WOLFORTH RESERVES THE RIGHT TO REVOKE OR MODIFY ANY EASEMENT GRANTED BY RESERVATION OR BY THE ENTRY OF THIS PLAT.
19. THE CITY OF WOLFORTH RESERVES THE RIGHT TO REVOKE OR MODIFY ANY EASEMENT GRANTED BY RESERVATION OR BY THE ENTRY OF THIS PLAT.
20. THE CITY OF WOLFORTH RESERVES THE RIGHT TO REVOKE OR MODIFY ANY EASEMENT GRANTED BY RESERVATION OR BY THE ENTRY OF THIS PLAT.

APPROVED THIS 14th DAY OF August, 2023, BY THE CITY COUNCIL OF THE CITY OF WOLFORTH, TEXAS

ATTEST: *[Signature]*  
 CITY SECRETARY

**REGISTERED PROFESSIONAL LAND SURVEYOR AND SURVEYOR #448**  
 LINDSEY T. BROWN  
 1000 W. WOLFORTH BLVD., SUITE 100  
 WOLFORTH, TEXAS 75388  
 PHONE: 940.868.1111  
 FAX: 940.868.1112  
 LICENSE NO. 111111

**CIVIL ENGINEERING**  
 LAND SURVEYING  
 LINDSEY T. BROWN  
 1000 W. WOLFORTH BLVD., SUITE 100  
 WOLFORTH, TEXAS 75388  
 PHONE: 940.868.1111  
 FAX: 940.868.1112  
 LICENSE NO. 111111



# AGENDA ITEM COMMENTARY

**MEETING NAME:** City Council  
**MEETING DATE:** August 19, 2024  
**ITEM TITLE:** Conduct a public hearing on Fiscal Year 2024-2025 annual budget and property tax rate of \$0.779979 for FY 2025  
**STAFF INITIATOR:** Randy Criswell, City Manager

**BACKGROUND:**

The remaining step involved in the budget adoption process prior to actual adoption is to conduct a public hearing to receive public comments on the budget and on the tax rate. A final summary of the budget:

**Total Budget: \$20,236,785**

General Fund:	\$9,596,774
Utility Fund:	\$7,230,250
Sanitation Fund:	\$1,087,800
Debt Service Fund:	\$1,184,711
EDC Fund:	\$650,000
Other funds:	\$487,250

**Tax Rate information**

NNR Rate:	\$0.716711
VAR Rate:	\$0.736555
<b>De Minimis Rate:</b>	<b>\$0.779979 (Budget Tax Rate)</b>

**EXHIBITS:**

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Conduct Public Hearing

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

This notice applies to taxing units other than special taxing units or to a municipality with a population of less than 30,000 regardless of whether it is a special taxing unit.

A tax rate of \$ 0.779979 per \$100 valuation has been proposed by the governing body of

\_\_\_\_\_

PROPOSED TAX RATE	\$ <u>0.779979</u>	per \$100
NO-NEW-REVENUE TAX RATE	\$ <u>0.676125</u>	per \$100
VOTER-APPROVAL TAX RATE	\$ <u>0.736555</u>	per \$100
DE MINIMIS RATE	\$ <u>0.779979</u>	per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for City of Wolfforth from the same properties in both the 2023 tax year and the 2024 tax year.

The voter-approval tax rate is the highest tax rate that the City of Wolfforth may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for the City of Wolfforth exceeds the voter-approval tax rate for the City of Wolfforth.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for the City of Wolfforth, the rate that will raise \$500,000, and the current debt rate for the City of Wolfforth.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of Wolfforth is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON August 19,2024 at 6:00 PM at City Hall Council Chambers 302 Main Street Wolfforth, TX 79382.

The proposed tax rate is greater than the voter-approval tax rate but not greater than the de minimis rate and does not exceed the rate that allows voters to petition for an election under Section 26.075, Tax Code. If City of Wolfforth adopts the proposed tax rate, City of Wolfforth is not required to hold an election so that the voters may accept or reject the proposed tax rate and the qualified voters of the City of Wolfforth may not petition the City of Wolfforth to require an election to be held to determine whether to reduce the proposed tax rate.



YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLO

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

FOR the proposal: Councilmember Cooper, Councilmember Houck, Councilmember Hutcheson, Councilmember McDonald,  
Councilmember Brashier \_\_\_\_\_

AGAINST the proposal: \_\_\_\_\_

PRESENT and not voting: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by the City of Wolfforth last year to the taxes proposed to be imposed on the average residence homestead by the City of Wolfforth this year.

	2023	2024	Change
<b>Total tax rate (per \$100 of value)</b>	0.731784	0.779979	Increase of 0.048195
<b>Average homestead taxable value</b>	\$251,185	\$258,505	Increase of \$7320 or 2.91%
<b>Tax on average homestead</b>	\$1,838.13	\$2,016.28	Increase of \$178.15 or 9.69%
<b>Total tax levy on all properties</b>	\$4,691,838	\$6,095,031	Increase of \$1,403,193 or 29.91%

For assistance with tax calculations, please contact the tax assessor for the City of Wolfforth at (806) 762-5000 or [info@lubbockcad.org](mailto:info@lubbockcad.org) or visit [www.lubbockcad.org](http://www.lubbockcad.org) for more information

## Public Hearing Notice

The City Council of the City of Wolfforth will hold a public hearing on the adoption of the proposed fiscal year 2024-2025 annual budget at the Regular Council Meeting on August 19, 2024 at 6:00 PM in the City Hall Council Chambers at 302 Main Street, Wolfforth, Texas 79382.

Copies of the proposed budget are available for review in the City Secretary's Office at City Hall or on our website at [www.wolfforthtx.us](http://www.wolfforthtx.us). The public is invited to review and make comments on the proposed budget in person at the public hearing.

This budget will raise more total property taxes than last year's budget by \$1,403,193 or a 29.91 percent increase, and of that amount \$751,579 is tax revenue to be raised from new property added to the tax roll this year.



# AGENDA ITEM COMMENTARY

<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	August 19, 2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on Resolution No. 2024-029, a resolution directing publication of a notice of intention to issue up to \$14 million in Certificates of Obligation for water system improvements.
<b>STAFF INITIATOR:</b>	Randy Criswell, City Manager

## BACKGROUND:

Over the past two years, we’ve spent hundreds of thousands of dollars developing and implementing design phases of a \$32.5 million Water System Capital Improvements Plan. As we’ve developed the financing plan for the projects, we anticipate three different funding tranches. The first is for a total of an estimated \$12.75 million and includes these projects:

- New Elevated Storage Tank - \$6,500,000 – Ready to bid
- Water Dist Improvements for Elevated Storage Tank - \$1,500,000. Ready to bid
- EDR #2 Design - \$250,000 (ongoing)
- Lubbock North Interconnect and Ground Storage - \$2,000,000
  - Project design is complete and submitted to TCEQ
- Loop 88 East Supply and Ground Storage - \$1,000,000
  - Project design is complete and submitted to TCEQ
- Harvest Well completion - \$500,000 – awaiting TCEQ approval
- Overlook Wells - \$1,000,000 - ongoing

We anticipate the second tranche to come in about a year, and the third in 2026. Our water rate structure and impact fee adoption are based on this schedule. You’ll notice the resolution is written with a not to exceed value of \$14 million, which is simply to ensure enough funding will exist in a volatile construction world.

The next step in the process is to adopt a resolution to direct the publication of a Notice Of Intention to issue the CO’s. Our Bond Counsel has prepared the resolution and it is included as an exhibit.

## EXHIBITS:

## COUNCIL ACTION/STAFF RECOMMENDATION:

Approve Resolution as presented

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE UP TO \$12,750,000 IN COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR WATER SYSTEM IMPROVEMENTS; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT.**

**WHEREAS**, the City of Wolfforth expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described in Exhibit A to this Resolution prior to the issuance of the Certificates of Obligation hereinafter described; and

**WHEREAS**, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described Certificates of Obligation; and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS:**

**Section 1.** Attached hereto and marked "Exhibit A" is a form of notice, the form and substance of which are hereby passed and approved.

**Section 2.** The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, with the date of the first publication to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates, and, if the City maintains an Internet website, continuously on the City's website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates.

**Section 3.** The facilities and improvements to be financed with proceeds from the proposed Certificates of Obligation are to be used for the purposes described in the attached Notice of Intention.

**Section 4.** All costs to be reimbursed pursuant to this Resolution will be capital expenditures; the proposed Certificates of Obligation shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the Certificates of Obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

**Section 5.** This Resolution shall be effective immediately upon adoption.

**PASSED AND APPROVED** by the Wolfforth, Texas City Council this the 19<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
Mayor

**ATTEST:**

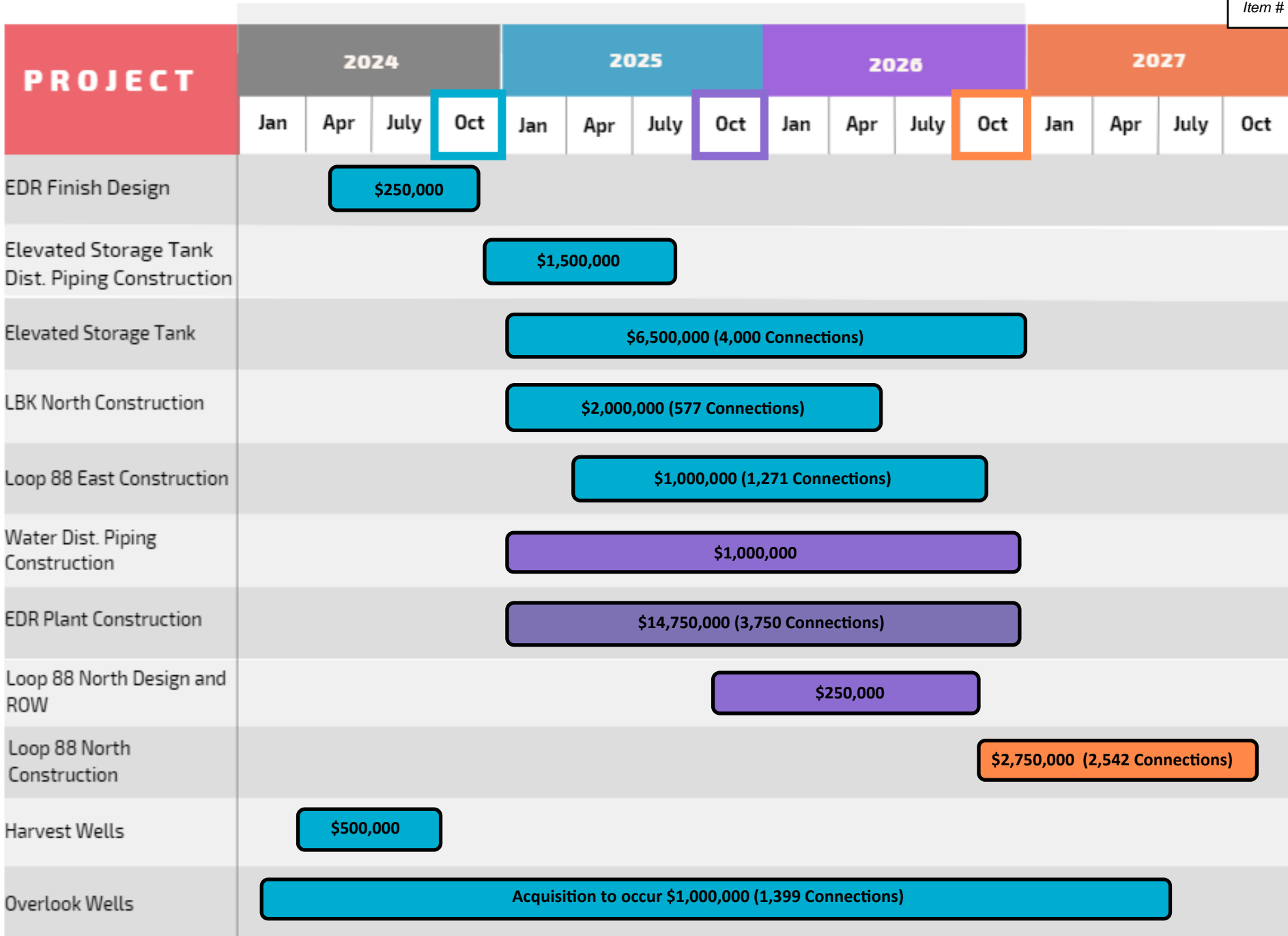
\_\_\_\_\_  
City Secretary

[CITY SEAL]

**EXHIBIT A****NOTICE OF INTENTION TO ISSUE  
CERTIFICATES OF OBLIGATION  
OF THE CITY OF WOLFFORTH, TEXAS**

NOTICE IS HEREBY GIVEN that the City Council of the City of Wolfforth, Texas, at its meeting to commence at 6:00 P.M. on October 7, 2024, at the City Hall, 302 Main Street, Wolfforth, Texas, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$14,000,000 for paying all or a portion of the City's contractual obligations incurred in connection with (i) acquiring, constructing, installing, and equipping additions, improvements, extensions, and equipment for the City's waterworks system, including water transmission lines, water wells, treatment facilities, storage facilities, pumps, valves, fittings, related infrastructure improvements, and the acquisition of land and interests in land as necessary therefor; and (ii) legal, fiscal and engineering fees in connection with such projects. The estimated interest rate for the certificates is 4.72% per annum, the maximum maturity date for the certificates is September 30, 2054, and the estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$26,407,347. The current principal of all outstanding debt obligations of the City is \$19,610,000. The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$22,871,007. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

CITY OF WOLFFORTH, TEXAS



Impact Fee Adoption and 1st Debt Issuance- \$12,750,000
  2nd Debt Issuance- \$16,000,000
  3rd Debt Issuance- \$2,750,000



# AGENDA ITEM COMMENTARY

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**MEETING NAME:** City Council

**MEETING DATE:** August 13, 2024

**ITEM TITLE:** Consider and take appropriate action on public hearing on a proposed economic development project to purchase property on major roads within the city of WolfForth to promote new or expanded business development.

**STAFF INITIATOR:** Danielle Sweat, Economic Development Director

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**BACKGROUND:**

The EDC has approved the purchase of property on major roads to promote economic development within the city limits. As properties are obtained, they can be used to incentivize new growth and redevelopment. This parcel in particular would be prime location for retail.

**EXHIBITS:**

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Conduct public hearing