



CITY COUNCIL MEETING

October 07, 2024 at 6:00 PM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

AGENDA

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.

RECOGNITION AND PROCLAMATIONS

1. Recognition of the Lilley Family
2. Recognize the appointment of Randy Hall as City of Wolfforth's Director of Public Works

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.

3. Consider and take appropriate action on September 16, 2024 City Council meeting minutes

- [4.](#) Consider and take appropriate action on second reading of Resolution 2024-033, EDC land purchase, legal description Crestridge TR F.
- [5.](#) Consider and take appropriate action on request for Hotel Occupancy Tax funds in the amount of \$2,000 for Frenship Basketball Boosters Annual Regional Tournament
- [6.](#) Consider and take appropriate action on UCA Pay Request #5 and #6 for the Chloramine Conversion Phase 2 Project
- [7.](#) Consider and take appropriate action on UCA Pay Request #1 for water main extension for new fire department facility.
- [8.](#) Consider and take appropriate action on Payment Request from Parkhill / Missouri Petroleum for the 2024 Seal Coat Program.

REGULAR SESSION

- [9.](#) Public Hearing: Consider and take appropriate action on business improvement grant funds for 2024-2025 fiscal year.

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.

- [10.](#) Consider and take appropriate action on first reading of Resolution 2024-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH
AUTHORIZING THE EXTENSION OF THE BUSINESS IMPROVEMENT GRANT
PROGRAM TO PROMOTE NEW AND EXPANDED BUSINESS DEVELOPMENT.

- [11.](#) Consider and take appropriate action on report from City of Wolfforth Library
- [12.](#) Consider and take appropriate action on annual report from Frenship Youth Baseball
- [13.](#) Consider and take appropriate action on request to limit vehicular traffic in Frenship Mesa on Halloween night
- [14.](#) Receive report from staff on recent Bond Rating analysis from S&P Global
- [15.](#) Discuss and consider adoption of an Ordinance 2024-035 Authorizing the Issuance and Sale of up to \$12,750,000 of City of Wolfforth, Texas Combination Tax and Revenue Certificates of Obligation For Water System Improvements, Series 2024; Levying an Annual Ad Valorem tax

For The Payment of Said Certificates; Approving a Paying Agent/Registrar Agreement and an Official Statement; and Enacting Other Provisions Relating to the Subject.

16. Consider and take appropriate action on update from Kimley-Horn regarding progress and schedule of elevated storage tank project.

17. Consider and take appropriate action on bids received for manufactured home for Fire/EMS.

18. Consider and take appropriate action on adopting Ordinance 2024-036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING CHAPTER 3, ARTICLE XIV – PROPERTY MAINTENANCE CODE OF THE CODE OF ORDINANCES BY ADOPTING THE 2021 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

19. Consider and take appropriate action on Ordinance 2024-037

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING CHAPTER 6, ARTICLE III – STAGNANT WATER, WEEDS, AND RUBBISH WHICH SHALL BE AMENDED TO UNWHOLESOME CONDITIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

20. Discussion pertaining to possible development of City Council handbook

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:

- 21.** 551.089 Deliberation Regarding Security Devices or Security Audits: To deliberate certain security matters in accordance with Section 551.089 of the Texas Government Code (i) Information Technology and Cyber Security Contracts

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.

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 October 4, 2024 at 5:00 p.m.

/s/ Terri Robinette, City Secretary

*office of the mayor
city of Wolfforth*

PROCLAMATION

Whereas: the courage, honor, sacrifice, and dedication which veterans of the United States Armed Forces have displayed in the cause of justice, freedom, and democracy are most worthy of recognition; and

WHEREAS, Jason Lilley proudly and selflessly served in the United States Marine Corp receiving a Navy & Marine Corps Achievement Medal, Marine Corps Good Conduct Medal, National Defense Service Medal, and a Global War on Terrorism (GWOT) Service Medal; and

WHEREAS, the Lilley family has chosen Wolfforth as its home and West Texas Hero Homes has proudly presented the Lilley Family with the 2024 Hero Home located in Wolfforth, Texas; and

WHEREAS, the Mayor and the City Council of the City of Wolfforth wishes to honor the dedicated and selfless service of Jason Lilley and the sacrifices he and his family have made as well as welcome them to the Wolfforth community.

NOW THEREFORE, I, Charles Addington II, do hereby designate October 7, 2024 as

Jason Lilley Day

to commemorate Jason Lilley and his family, who, because of their faithful and loyal service, we are indebted to for the freedoms we enjoy every day.

PROCLAIMED this 7th day of October 2024.



mayor



AGENDA ITEM COMMENTARY

MEETING NAME: City Council
MEETING DATE: October 7, 2024
ITEM TITLE: Recognize the appointment of Randy Hall as City of WolfForth's Director of Public Works
STAFF INITIATOR: Randy Criswell, City Manager

BACKGROUND:

I'd like to formally recognize Mr. Randy Hall as our new Director of Public Works. Mr. Hall's promotion is one that I feel is earned and appropriate today, and is effective immediately. Please join me in congratulating Randy on this new role.

EXHIBITS:

COUNCIL ACTION/STAFF RECOMMENDATION:

No action necessary, announcement only.



CITY COUNCIL MEETING

September 16, 2024 at 6:00 PM

WolfForth City Hall - 302 Main Street WolfForth, TX

MINUTES

CALL MEETING TO ORDER

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

INVOCATION - Councilmember Place 4 McDonald

PLEDGE OF ALLEGIANCE - Councilmember Place 5 Brashier

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: Mayor Addington, 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 August 19, 2024 City Council meeting minutes
2. Consider and take appropriate action on August 26, 2024 City Council Meeting Minutes
3. Consider and take appropriate action on August 2024 departmental reports
4. Consider and take appropriate action on Resolution 2024-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER FOR THE CITY OF WOLFFORTH FOR THE FISCAL YEAR 2024-2025

5. Consider and take appropriate action on request from Frenship Alumni and Friends for Hotel Occupancy Tax funds in the amount of \$2,000 to support Frenship Homecoming events.
6. Consider and take appropriate action on Resolution 2024-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A CONTRACT FOR SERVICE WITH INDUSTRIAL SCIENTIFIC FOR AIR MONITORING EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE

7. Consider and take appropriate action on Ordinance 2024-022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE FISCAL YEAR 2023-24 OFFICIAL BUDGET, ADOPTED BY ORDINANCE NO. 2023-020, PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

8. Consider and take appropriate action on Pay Request No. 4 from UCA for Wolfforth Disinfection System Improvements Phase 2

(unapproved draft)
REGULAR SESSION

- 9. Consider and take appropriate action on first reading of Resolution 2024-033, EDC land purchase, legal description Crestridge TR F.

Resolution 2024-033 First Reading, EDC land purchase, legal description Crestridge TR F. No action taken. Second Reading before City Council on October 7, 2024.

- 10. Consider and take appropriate action on nominations to the Lubbock County Appraisal District’s Board of Directors

Current board members include Garza, Jones, McQueen, Goen and Reynolds. The City Council brought forth no new nominations.

- 11. Consider and take appropriate action on Resolution 2024-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A PERFORMANCE AGREEMENT BETWEEN THE WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION AND ALL HALE MEATS, LLC, FOR INCENTIVES TO PROMOTE EXPANDED BUSINESS DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE

Motion to approve Resolution 2024-034

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

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

- 12. PUBLIC HEARING: Consider and take appropriate action on public hearing to consider the adoption of impact fees to be imposed.

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.

Impact fees will be assessed on water connections only phased in from FY 25 at \$2,000 through FY 2029 and beyond at \$4,372.

Public hearing was opened at 6:09 PM

Jerry Reeves questioned the phased in approach and the benefit to him as a current homeowner.

Public hearing was closed at 6:20 PM

(unapproved draft)

- 13. Consider and take appropriate action on Ordinance 2024-023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE CODE OF ORDINANCES BY ADDING 13.05.024 IMPACT FEES TO CHAPTER 13, ARTICLE 13.05, DIVISION 2 RATES; AMENDING APPENDIX A: FEE SCHEDULE BY ADDING THE WATER IMPACT FEES IN SECTION a1.007 METER FEES AND IMPACT FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance 2024-023

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

Voting Yea: Councilmember Place 1 Cooper, Mayor Pro Tem Hutcheson, Councilmember Place 4 McDonald

Voting Nay: Councilmember Place 2 Houck, Councilmember Place 5 Brashier

- 14. Consider and take appropriate action on Ordinance No. 2024-024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13 UTILITIES ARTICLE 13.05 WATER AND SEWER, DIVISION 2 WATER RATES; PROVIDIING FOR THE ASSESSMENT OF RATES FOR UTILITY SERVICES WITHIN THE CITY; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2024-024

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

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

Voting Nay: Councilmember Place 2 Houck

- 15. Consider and take appropriate action on Resolution No 2024-035

A RESOLUTION BY THE CITY OF WOLFFORTH, TEXAS (“CITY”) DENYING SOUTHWESTERN PUBLIC SERVICE COMPANY’S PROPOSED SURCHARGE IN CONNECTION WITH FINAL RATES APPROVED RELATED TO ITS STATEMENT OF

(unapproved draft)

INTENT SUBMITTED ON ABOUT FEBRUARY 8, 2023; AUTHORIZING THE CITY'S CONTINUED PARTICIPATION WITH OTHER CITIES IN THE ALLIANCE OF XCEL MUNICIPALITIES ("AXM") AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT

Motion to approve Resolution No 2024-035

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

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

16. Consider and take appropriate action on Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

Motion to cast votes for the following to serve on the TMLIRP Board of Directors:

Randy Criswell

Allison Heyward

Harlan Jefferson

Mike Land

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

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

17. Consider and take appropriate action on discussion of Solid Waste Request for Proposals

Discussion led by Assistant City Manager Rick Scott. The process to compile an RFP for sanitation services has begun to bring a new contract to the City Council for approval in Spring 2025

Bulky trash service: common for City's to provide some type of bulky trash service for its citizens. Options include curb-side pickup, manned dump stations. Our current process is no longer working. Recommendation from staff is to create a manned drop off location that is

(unapproved draft)

staffed M-F 8-5 and for limited hours on Saturday to better serve the citizens. Council supports that recommendation

Customer Service Representatives: Currently citizens call City Hall for complaints on trash. Most RFP's reviewed require the contractor to have a customer service line. Council would like to see the new TextMyGov system used for trash complaints. Staff is concerned that if the complaints aren't monitored and logged by the City, it would be more difficult to accurately assess liquidated damages.

Liquidated damages: will be in place to hold the contractor responsible for failures in service to ensure a higher level of service to citizens.

Councilmember McDonald stated she felt bulky pickup should be paid for only by those utilizing the service. Mr. Criswell stated that even though that sounds fair it typically does not work that way. If people are charged for the service, many will simply dispose of their bulky items in an illegal or unapproved manner, and the City will end up responsible for cleaning up the mess.

18. Consider and take appropriate action on discussion of amendment to the Wolfforth Code of Ordinances, Article 14.03 Use Regulations (Old Town Mixed Use Zone).

Development Director Tara Tomlinson discussed the steps being taken to create the Old Town Mixed Use. The Planning and Zoning Commission has reviewed and discussed this land use over several meetings. Recommendations include a commercial, pedestrian based atmosphere with living space on upper floors with restrictions on types of business in the zone.

Motion to direct staff to proceed with the establishment of an Old Town Mixed Use Zone by calling a public hearing.

Motion made by Councilmember Place 1 Cooper, Seconded by Councilmember Place 5 Brashier.

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

19. Consider and take appropriate action on Ordinances 2024-025 through 2024-034 amending Chapter 3 Building Regulations and Chapter 5 Fire Prevention and Protection and adopting the following Building Codes:

(unapproved draft)

2021 International Mechanical Code, 2021 International Building Code, 2020 National Electrical Code. 2021 International Residential Code, 2021 International Fuel Gas Code, 2021 international Energy Conservation Code, 2021 International Existing Building Code, 2021 Swimming Pool and Spa Code, 2021 International Fire Code, 2021 International Plumbing Code

Motion to approve Ordinances 2024-025 through 2024-034

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

20. Consider and take appropriate action on Resolution 2024-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN ATTORNEY/CLIENT ENGAGEMENT AGREEMENT WITH GUEVARA LAW, P.C.; AND PROVIDING AN EFFECTIVE DATE

Motion to approve Resolution 2024-036

Motion made by Councilmember Place 4 McDonald, Seconded by Councilmember Place 2 Houck.

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

21. Consider and take appropriate action on update status on Safe Haven Baby Box update.

Baby Box installation is complete and testing has been done. Currently waiting on dispatch reports from Lubbock County. Those will then be submitted for review to Baby Box and the final "blessing" will be scheduled.

22. Consider and take appropriate action on Fire EMS department implementation update

Fire Chief Barrett updated the Council on water line placement to serve the temporary living quarters for full-time fire staff. Invitation for bids for the manufactured home has been published and a bid will be brought to the Council for approval on October 7. Interviews for new staff will begin next week.

23. Consider and take appropriate action Resolution 2024-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING CONTRACT NO 23-160-051-E805 WITH THE STATE OF TEXAS

(unapproved draft)

**GENERAL LAND OFFICE FOR A COMMUNITY DEVELOPMENT BLOCK GRANT;
AND PROVIDING AN EFFECTIVE DATE**

Motion to approve Resolution 2024-037 contingent upon the amendments to changes in the contract in regards to the adopting of building codes.

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

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:

The City Council entered into executive session at 7:35 PM

24. 551.071 Consultation with Attorney: To consult with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 – Open Meetings (i) Wolfforth Land Company 380 Agreement

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.

The City Council reconvened into open session at 8:00 PM

Motion to authorize staff to negotiate final terms and payment to Wolfforth Land Company 380 Agreement and authorize City Manager to execute once complete.

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

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Cybersecurity update by Councilmember David Cooper for the October 7 agenda.

ADJOURN

Motion to adjourn at 8:04 PM

(unapproved draft)

Motion made by Councilmember Place 4 McDonald, 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

PASSED AND APPROVED THIS THE 7TH DAY OF OCTOBER 2024.

Charles Addington, II, Mayor
City of Wolfforth, Texas

ATTEST:

Terri Robinette, City Secretary

DRAFT



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	October 7, 2024
ITEM TITLE:	Consider and take appropriate action on second reading of the resolution for EDC land purchase, legal description Crestridge TR F.
STAFF INITIATOR:	Danielle Sweat, Economic Development Director

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. This project has had two public hearings and the first reading of the resolution. Our last step is the second reading of the resolution.

EXHIBITS:

COUNCIL ACTION/STAFF RECOMMENDATION:

Second reading of the resolution

RESOLUTION NO. 2024-033

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH
AUTHORIZING THE ECONOMIC DEVELOPMENT CORPORATION TO
PURCHASE LAND TO PROMOTE NEW AND EXPANDED BUSINESS.**

WHEREAS, the Texas Legislature in Local Government Code 505.158 allows Type B economic development corporations created by a municipality with a population under 20,000 to promote new or expanded business within the community; and

WHEREAS, the City of Wolfforth currently has a population of under 20,000; and

WHEREAS, the Wolfforth Economic Development Corporation (“EDC”) at their August 13, 2024 regular meeting, held a public hearing regarding a proposed the purchase of land to promote new and expanded business; and

WHEREAS, the Wolfforth City Council held a public hearing on August 19, 2024 to consider authorizing the purchase of land by the Wolfforth Economic Development Corporation;

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

Section 1. **Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made hereof for all purposes as findings of fact.

Section 2. **Proceedings.** The City Council of the City of Wolfforth approved the proposed contribution by the Wolfforth Economic Development Corporation for the purpose of purchasing land to promote new and expanded business. The Contract for Sale of Real Property is attached hereto as Exhibit “A”.

Section 3. **Execution of Documents.** The president of the Wolfforth Economic Development Corporation is authorized to execute all documents related to this Resolution.

Section 4. **Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notices of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, of the Texas Government Code.

Passed by the City Council on first reading on 16th day of September 2024

Passed by the City Council on second reading on 7th day of October 2024

CITY OF WOLFFORTH, TEXAS

Charles Addington, II, Mayor

Attest

Terri Robinette, City Secretary

DRAFT



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	October 7, 2024
ITEM TITLE:	Consider and take appropriate action on request for Hotel Occupancy Tax funds in the amount of \$2,000 for Frenship Basketball Boosters Annual Regional Tournament
STAFF INITIATOR:	Terri Robinette, City Secretary

BACKGROUND:

Staff has received a request on behalf of Frenship Basketball Boosters for a donation in the amount of \$2,000 for the Annual Gene Messer Shootout Basketball Tournament. This annual tournament will have over 36 teams playing over 70 games in the span of three days. The Holiday Inn Express-Wolfforth has will provide a special rate and booking link to encourage teams to stay here in this community. This tournament donation has been funded for close to 10 years at this \$2,000 amount.

Under Texas law, local HOT revenue can be used only to directly promote tourism and the convention/hotel industry. This means the proceeds should be spent on projects or events that result in visitors or attendees staying overnight in the community, generating more hotel occupancy tax. With the expected attendance of so many out-of-town teams, this event is eligible for funding.

Current available HOT funds total just over \$600,000. Receipt of revenue averages \$8,000 per month.

EXHIBITS:

None

COUNCIL ACTION/STAFF RECOMMENDATION:

Approve donation of HOT funds in the amount of \$2,000 to Frenship Basketball Booster Club



AGENDA ITEM COMMENTARY

MEETING NAME: City Council
MEETING DATE: October 7 2024
ITEM TITLE: Consider and take appropriate action on UCA Pay Request #5 and #6 for the Chloramine Conversion Phase 2 Project
STAFF INITIATOR: Randy Hall

BACKGROUND:

There are two Pay Requests for the Chloramine Conversion Phase 2 by UCA. Pay Request #5 has been received and is attached as an exhibit to this item. The Breakdown is as Follows:

- a. Original Quote Amount: \$596,375.00
- b. Work Performed this Pay Request: \$31,250.00
- c. Materials Stored: \$0
- d. Total Work Performed + Materials Stored: \$596,375.00
- e. Retainage: \$40,312.95
- f. Paid Previous Applications: \$527,937.05

Amount Due: (d-e-f) \$ 28,125.00

Pay Request #6 has been received and is Attached as an exhibit to this item. The work has been approved by The 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 \$596,375.00
- c. Materials stored \$0
- d. Total Work Performed + Materials Stored \$596,375.00
- e. Retainage \$0
- f. Paid Previous Applications \$556,062.05

Amount Due: (d-e-f) \$40,312.95 Balance to Finish \$0

Total Amount Due for Pay Apps 5&6 \$68,437.95

EXHIBITS:

UCA Pay Request #5

UCA Pay Request #6

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: 5 Application Period: 09/01/24 - 09/30/24 Application Date: 9/30/2024
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24-240 - Wolfforth Disinfection System Improvements, Phase 2				Total This Period	Total to Date
Change Order Summary					
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	\$31,250.00
				MATERIALS STORED	\$0.00
				TOTAL COMPLETED & STORED	\$31,250.00
				RETAINAGE:	
				10% of Completed Work and Stored Material	\$3,125.00
				AMOUNT ELIGIBLE TO DATE	\$556,062.05
				LESS PREVIOUS APPLICATIONS	\$527,937.05
				AMOUNT DUE THIS APPLICATION	\$28,125.00
				BALANCE TO FINISH, PLUS RETAINAGE	\$40,312.95
TOTALS				\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS				\$0.00	

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: Chris Balis RP Date: 10/1/24
Utility Contractors of America, Inc.

Approved For Payment:

By: [Signature] Date: 9/30/24
Kimley-Horn



Progress Estimate

Job Name:		24-240 - Wolfforth Disinfection System Improvements, Phase 2						Application Number:		5				
Application Period:		09/01/24 - 09/30/24						Application Date:		9/30/2024				
A		B				C		D		E		F		
Item						Work Completed								
						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		\$ -	1.00	\$ 310,000.00	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	165.00	\$ 45,375.00	100.00%		
03	Electrical/Controls	LS	1	\$125,000.00	\$125,000.00	0.25	\$ 31,250.00	0.75	\$ 93,750.00	1.00	\$ 125,000.00	100.00%		
04	Flow Meter, Valve & Vault	EA	1	\$116,000.00	\$116,000.00		\$ -	1.00	\$ 116,000.00	1.00	\$ 116,000.00	100.00%		
Totals								\$ 31,250.00		\$ 565,125.00		\$ 596,375.00	100.00%	\$ -



Stored Materials

Job Name:		24-240 - Wolfforth Disinfection System Improvements, Phase 2						Application Number: 5		
Application Period:		09/01/24 - 09/30/24						Application Date: 9/30/2024		
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	0.00		0.00	0.00	1.00	1.00	0.00	0.00
04	Flow Meter, Valve & Vault	12,453.12	0.00		0.00	0.00	1.00	1.00	0.00	0.00
									0.00	0.00



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: 6-Retainage Application Period: Application Date: 9/30/2024
---	--	---

24-240 - Wolfforth Disinfection System Improvements, Phase 2				Total This Period	Total to Date
Change Order Summary				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	\$0.00
				MATERIALS STORED	\$0.00
				TOTAL COMPLETED & STORED	\$596,375.00
				RETAINAGE:	
				10% of Completed Work and Stored Material	\$0.00
				AMOUNT ELIGIBLE TO DATE	\$596,375.00
				LESS PREVIOUS APPLICATIONS	\$556,062.05
				AMOUNT DUE THIS APPLICATION	\$0.00
				BALANCE TO FINISH, PLUS RETAINAGE	\$0.00
TOTALS		\$0.00	\$0.00		
NET CHANGE BY CHANGE ORDERS		\$0.00			

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: Chris Bahos VP Date: 10/1/24
Utility Contractors of America, Inc.

Approved For Payment:

By: [Signature] Date: 9/30/24
Kimley-Horn



Progress Estimate

Job Name: 24-240 - Wolforth Disinfection System Improvements, Phase 2						Application Number: 6-Retainage							
Application Period:						Application Date: 9/30/2024							
A		B				C		D		E		F	
Item		Work Completed											
		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		\$ -	1.00	\$ 310,000.00	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	165.00	\$ 45,375.00	100.00%	
03	Electrical/Controls	LS	1	\$125,000.00	\$125,000.00		\$ -	1.00	\$ 125,000.00	1.00	\$ 125,000.00	100.00%	
04	Flow Meter, Valve & Vault	EA	1	\$116,000.00	\$116,000.00		\$ -	1.00	\$ 116,000.00	1.00	\$ 116,000.00	100.00%	
Totals					\$596,375.00		\$ -		\$ 596,375.00		\$ 596,375.00	100.00%	\$ -



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	October 2 2024
ITEM TITLE:	Consider and take appropriate action on UCA Pay Request #1 for 6” Waterline Install
STAFF INITIATOR:	Randy Hall

BACKGROUND:

There is a Pay Requests for the Install of 800 ft. of 6” C-900 terminated with a fire hydrant. This waterline will supply the new Fire Department Housing. Pay Request 1 has been received and is attached as an exhibit to this item. The work has been approved and is recommended for Payment. The Breakdown is as follows.

- a. Original Quote Amount: \$42,600
 - b. Work Performed This Pay Request: \$42,600
 - c. Materials Stored This Pay Period: \$0
 - d. Total Work Performed + Materials Stored \$42,600
 - e. Retainage \$0
 - f. Paid Previous Application \$0
- Amount Due: (d-e-f) \$42,600

EXHIBITS:

UCA Pay Request

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends payment as requested



Contractor's Application and Certificate for Payment

To: City of Wolfforth PO Box 36, 302 Main St. Wolfforth, TX 79382	From: Utility Contractors of America, Inc. 5805 CR 7700 Lubbock, TX 79424	Application Number: 1 Application Period: 09/01/24 - 09/30/24 Application Date: 9/30/2024
--	--	---

24-244 - City of Wolfforth - 6" Waterline for Fire Station				Total This Period	Total to Date
Change Order Summary					
ORIGINAL CONTRACT SUM					\$42,600.00
Change Orders Approved by Owner					
NET CHANGE BY CHANGE ORDERS					\$0.00
Number	Date Approved	Additions	Deductions	CONTRACT SUM TO DATE (Line 1 + 2)	
					\$42,600.00
				WORK COMPLETED	\$42,600.00
				MATERIALS STORED	\$0.00
				TOTAL COMPLETED & STORED	\$42,600.00
				RETAINAGE:	
				5% of Completed Work and Stored Material	\$0.00
				AMOUNT ELIGIBLE TO DATE	\$42,600.00
				LESS PREVIOUS APPLICATIONS	
				AMOUNT DUE THIS APPLICATION	\$42,600.00
				BALANCE TO FINISH, PLUS RETAINAGE	\$0.00
TOTALS		\$0.00	\$0.00		
NET CHANGE BY CHANGE ORDERS		\$0.00			

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:  Date: 9/30/24
Utility Contractors of America, Inc.

Approved For Payment:

By: _____ Date: _____
City of Wolfforth



AGENDA ITEM COMMENTARY

MEETING NAME: City Council
MEETING DATE: October 7 2024
ITEM TITLE: Consider and take appropriate action on Payment Request from Parkhill / Missouri Petroleum For the 2024 Seal Coat Program.
STAFF INITIATOR: Randy Hall

BACKGROUND:

There is a Pay Request from Parkhill / Missouri Petroleum for the 2024 Seal Coating.

The Pay Request has been received and is Attached as an exhibit to this item.

The Breakdown is as Follows:

- a. Original Quote Amount: \$249,141.27
 - b. Work Performed this Pay Request: \$249,141.27
 - c. Materials Stored: \$0
 - d. Total Work Performed + Materials Stored: \$249,141.27
 - e. Retainage: \$0
 - f. Paid Previous Applications: \$0
- Amount Due: (d-e-f) \$249,141.27

Sealcoating and Street Maintenance had an approved budget of \$250,000 for Fiscal Year 2024 to cover this cost.

EXHIBITS:

Pay Request from Parkhill / Missouri Petroleum for the 2024 Seal Coat Program

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends payment as requested



September 17, 2024

Mr. Randy Criswell
City of Wolfforth
PO Box 36
Wolfforth, TX 79382

Re: 2024 Group Seal Coat Program: Certificate of Substantial Completion

Dear Mr. Criswell:

Thank you for participating in the 2024 Group Seal Coat Program. As per 2024 Group Seal Coat Program Project Manual, Section 00 72 00, General Conditions of the Construction Contract, Section 15.03 Substantial Completion we are notifying you that seal coat operations for your city have reached substantial completion. Additionally, following conversations, we understand that the city has no punch list items to be outstanding.

Enclosed you will find a payment application from Missouri Petroleum Products Company LLC for work completed on this Project. I have reviewed the payment application, verified quantities by comparing them to our field notes or those provided by your staff, and hereby recommend full payment upon receipt of this transmittal. Please forward the enclosed payment application, with payment, to:

Missouri Petroleum Products Company LLC
1620 Woodson Road
St. Louis, MO 63114

Missouri Petroleum Products Company LLC, completed construction on your portion of the 2024 Group Seal Coat Program on **09/11/2024**. Therefore, your Warranty Period, as set by the terms of the Contract, will extend until **09/11/2025**. Please notify Parkhill promptly if you feel that you have a valid warranty claim during this period.

If you have any questions or need further clarification, please do not hesitate to contact me at 708.495.4675.

Sincerely,

PARKHILL

By 
Corky Neukam, PE
Project Manager

RCN/jy
Enclosures - Payment Application

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 1
FINAL
 CITY OF WOLFFORTH
 2024 GROUP SEAL COAT
 TEXAS

Contractor: **Missouri Petroleum Products Company, LLC**
 1620 Woodson Road
 St. Louis, MO 63114

Parkhill Project No: 41929.23

Date: Sep. 16, 2024
 Notice to Proceed: Jun. 20, 2024
 Days Used: 83
 % of Time Used: 51%
 % Complete: 100%

Substantial Completion Days: 134
 Substantial Completion Date: Oct. 31, 2024
 Final Completion Days: 30
 Final Completion Date: Nov. 30, 2024
 Change Order Days: _____
 Weather Days: _____
 Adj. Substantial Completion Date: Oct. 31, 2024
 Adj. Final Completion Date: Nov. 30, 2024
 For Period: Jun. 20, 2024 to Sep. 11, 2024

ANALYSIS OF WORK PERFORMED TO DATE

Total Value of Work Performed to Date: \$ 249,141.27

Add: Materials Stored on Site: \$ -

Net Amount Earned on Contract to Date: \$ 249,141.27

Less Amount Retained: Retainage = \$ -

Total Due to Date: \$ 249,141.27

Less Previous Payments:

Estimate No.	Amount	Estimate No.	Amount	Estimate No.	Amount	Estimate No.	Amount
1	_____	7	_____	13	_____	19	_____
2	_____	8	_____	14	_____	20	_____
3	_____	9	_____	15	_____	21	_____
4	_____	10	_____	16	_____	22	_____
5	_____	11	_____	17	_____	23	_____
6	_____	12	_____	18	_____	24	_____

Less Previous Payments Total \$ -

AMOUNT DUE THIS APPLICATION \$ 249,141.27

Original Contract Amount	\$ 209,434.20	Approved Change Order Summary	Number	# of Days	Additions	Deductions	Net
Net change by Change Orders	\$ 39,707.07		CO-01		\$ 39,707.07		\$ 39,707.07
Quantity Adjustments	\$ -						\$ -
Current Contract Amount	\$ 249,141.27						\$ -
Remaining Contract Amount	\$ -						\$ -
Balance to Finish (Includes retainage)	\$ -					\$ 39,707.07	

Prepared by:
 (Resident Project Representative)

PARKHILL, Consulting Engineers

By: Nathan Morrow
 Nathan Morrow, RPR

September 17, 2024
 (date)

Recommended for Payment:
 (Project Manager)

PARKHILL, Consulting Engineers

By: Corky Neukam, PE
 Corky Neukam, PE

September 17, 2024
 (date)

Accepted by:
 (Contractor)

Missouri Petroleum Products Company, LLC
 DocuSigned by:

By: Kevin King
 Kevin King, Executive Vice President
 88A1320521D7401...

9/30/2024
 (date)

Approved for Payment:
 (Owner)

City of Wolfforth

By: _____
 Randy Criswell, City Manager

(date)

2024 GROUP SEAL COAT		CITY OF WOLFFORTH		CONTRACTOR'S APPLICATION FOR PAYMENT NO. <u>1</u>				
		For Period: <u>Jun. 20, 2024</u>		to <u>Sep. 11, 2024</u>				
ITEM NO.	DESCRIPTION OF ITEM	ORIGINAL CONTRACT INFORMATION				WORK PERFORMED TO DATE		
		Quantity	Unit	Price	Amount	Quantity	Amount	%
1	Chip seal, seal coat including binder and precoated aggregate as specified, complete in place.	61,780	SY	\$ 3.39	\$ 209,434.20	61,780	\$ 209,434.20	100%
TOTAL ORIGINAL CONTRACT					\$ 209,434.20	\$ 209,434.20	100%	

CHANGE ORDERS								
Material / Labor								
ITEM NO.	DESCRIPTION OF ITEM	ORIGINAL CONTRACT INFORMATION				WORK PERFORMED TO DATE		
		Quantity	Unit	Price	Amount	Quantity	Amount	%
CO-00161780	ADD: Chip seal, seal coat including binder and precoated aggregate as specified, complete in place.	11,713	SY	\$ 3.39	\$ 39,707.07	11,713	\$ 39,707.07	100%
TOTAL ORIGINAL CONTRACT PLUS APPROVED MATERIAL/LABOR CHANGE ORDERS					\$ 249,141.27	\$ 249,141.27	100%	

Contractor Requested Weather Days			
APPLICATION #	TYPE OF WEATHER (DESCRIPTION)	PERIOD OF WEATHER (DATES)	# of Days
		Original Contract Completion Days	30
		TOTAL REQUESTED DAYS	



AGENDA ITEM COMMENTARY

MEETING NAME: City Council
MEETING DATE: 10/7/2024
ITEM TITLE: Public Hearing: Consider and take appropriate action on business improvement grant funds for 2024-2025 fiscal year.
STAFF INITIATOR: Danielle Sweat- EDC Director

BACKGROUND:

The Wolfforth Economic Development Corporation started the Business Improvement Grant program in the fall of 2023. We set aside \$50,000 with the max grant an individual grant could receive was \$10,000. We were able to help three businesses with these funds last fiscal year. Evie Mae's, Goodline Beer, and Holland's Office Supply. The EDC board has approved a second year of the BIG grant program.

EXHIBITS:

BIG grant application for 23/24 fiscal year

COUNCIL ACTION/STAFF RECOMMENDATION:



Business Improvement Grant (BIG) Program Application

1. Applicant Information

Contact Name(s): _____

Name of Business: _____

Address: _____

Contact Phone: _____ Email Address: _____

2. Information on Property Proposed for Business Improvement Program

Description of Existing Building Facades or Property (please attach image(s)):

 Description of Proposed Improvements (please attach sketches, plans, or other image(s)):

 Estimated Total Cost of Improvements (please attach contractor bids): _____

3. Landlord Information (if different from applicant)

Property Owner/Landlord: _____

Address: _____

Business Phone: _____ Email Address: _____

Signature: _____

4. Commitment

I agree to adhere to the Business Improvement Grants program guidelines as established by the Wolfforth Economic Development Corporation.

 Signature of Applicant

 Date

Please return this application, images of current and proposed building facades or property, and preliminary bids to the Wolfforth Economic Development Corporation, 302 Main Street.

Upon receipt of all preliminary materials, the EDC will review applications and determine pre-qualification for funding. Upon completion of project improvements and the submission to the EDC of an invoice and proof of payment, final rebates will be delivered as a 100% reimbursement of expenditures. The maximum reimbursement is \$10,000, and the minimum project expenditure is \$1,000.



Business Improvement Grant (BIG) Program Information

Background

The Wolfforth EDC is implementing a Business Improvement Grant (BIG) Program to provide assistance to local businesses in improving their properties. The purpose of this program is to promote the expansion and development of new and existing business enterprises within the city of Wolfforth Texas, and to improve the appearance and visual character of the community. The EDC will provide 100% in matching funds, via reimbursement, to businesses who are seeking to improve or expand their commercial properties. The maximum grant is \$10,000 per applicant, and the minimum expenditure to be considered for the program is \$1,000. The application period for this grant will remain open until September 30th of the current fiscal year; until funding has been exhausted; or until the EDC determines that its program goals have been satisfied.

Eligibility & Consideration

In order to qualify for funding under this program, the applicant must meet all of the following criteria:

- The business must be located in the corporate city limits of Wolfforth, and must be in compliance with all applicable zoning, land use, and other ordinances.
- Proof of applicant's ownership of the facility, or proof that the owner of such facility has approved the application for grant funds, shall be required.
- The applicant shall be responsible for obtaining and complying with all applicable permits related to the improvement project, and failure to do so will render the applicant ineligible to receive grant funding.
- Applicant should receive written approval of grant funding prior to starting the improvements mentioned in application. Previously completed projects are not eligible for consideration.
- All grants are reimbursement grants, and will only be funded after completion of the project in compliance with specifications approved by the EDC.
- The improvements, as presented in this application, must be completed within a twelve-month period. Failure to complete improvements and open the business establishment within the required time period is considered a default and will result in the loss of granted funds.
- The landowner must have paid all property taxes due.
- There is a limit of one grant award per twelve-month period per applicant.
- The EDC is the sole and final authority in determining project eligibility for funding.



Business Improvement Grant (BIG) Program Application

Program Details

All buildings and facilities located within Wolfforth when these guidelines are adopted shall be eligible for this program. However, funds will only be awarded to applicants improving a piece of property that has an existing structure in place at time of program adoption.

Rebates will be issued in the amount of 100% of actual expenditures, up to a maximum rebate of \$10,000. To be considered, an improvement project must total at least \$1,000. Improvement projects will typically consist of reconstructing or remodeling a building space (exterior and/or interior), resurfacing an outdoor parking area, and/or adding landscaping. Non-permanent fixtures, furniture, and/or décor are not eligible for reimbursement. Funding will be delivered only upon completion of the improvement project and submission of an invoice and proof of payment to the EDC for verification.

Applications for funding will be reviewed by the EDC board. During the course of its evaluation of the application, the EDC may contact the applicant in order to verify or clarify information. The applicant will then be notified, in writing, of the EDC's decision to approve or disapprove the application.

If you have questions, or for assistance with your application, please contact Danielle Sweat at the EDC (806) 855-4128 or dsweat@wolfforthtx.us

Please submit application and supporting materials to the Wolfforth Economic Development Corporation, 302 Main Street, Wolfforth, Texas.



AGENDA ITEM COMMENTARY

MEETING NAME: City Council
MEETING DATE: October 7, 2024
ITEM TITLE: Consider and take appropriate action on first reading of the resolution number 2024-038 for EDC Business Improvement Grant Program.
STAFF INITIATOR: Danielle Sweat, Economic Development Director

BACKGROUND:

The EDC has approved the Business Improvement Grant Program for a second year. A public hearing was held at the EDC meeting on October 1st and a second one today during council. The first reading of the resolution is the next action needed.

EXHIBITS:

COUNCIL ACTION/STAFF RECOMMENDATION:

Reading of the 1st resolution

RESOLUTION NO. 2024-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AUTHORIZING THE EXTENSION OF THE BUSINESS IMPROVEMENT GRANT PROGRAM TO PROMOTE NEW AND EXPANDED BUSINESS DEVELOPMENT.

WHEREAS, the Texas Legislature in Local Government Code 505.158 allows Type B economic development corporations created by a municipality with a population under 20,000 to promote new or expanded business within the community; and

WHEREAS, the City of Wolfforth currently has a population of under 20,000;

WHEREAS, on October 1, 2024, the Wolfforth Economic Development Corporation (the "WEDC") held a public hearing regarding the proposed extension of the Business Improvement Grant Program (the "Program");

WHEREAS, on October 7, 2024, the Wolfforth City Council held a public hearing regarding a proposed extension of the Business Improvement Grant Program by the WEDC;

WHEREAS, the Wolfforth City Council gave this Resolution two readings on October 7, 2024, and October 21, 2024; and

WHEREAS, the City Council finds that it is in the best interest of the City to extend the Business Improvement Grant Program and to authorize the funding of such Program in the amount of \$50,000 for the 2024-2025 fiscal year.

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

Section 1. **Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made hereof for all purposes as findings of fact.

Section 2. **Proceedings.** The City Council of the City of Wolfforth approves the extension of the Business Improvement Grant Program to promote new and expanded business.

Section 3. **Funding.** The WEDC is authorized to fund the Program in the amount of \$50,000 for budget year 2024-2025.

Section 4. **Policy.** The Program policy, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, be and is hereby adopted.

Section 5. **Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notices of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, of the Texas Government Code.

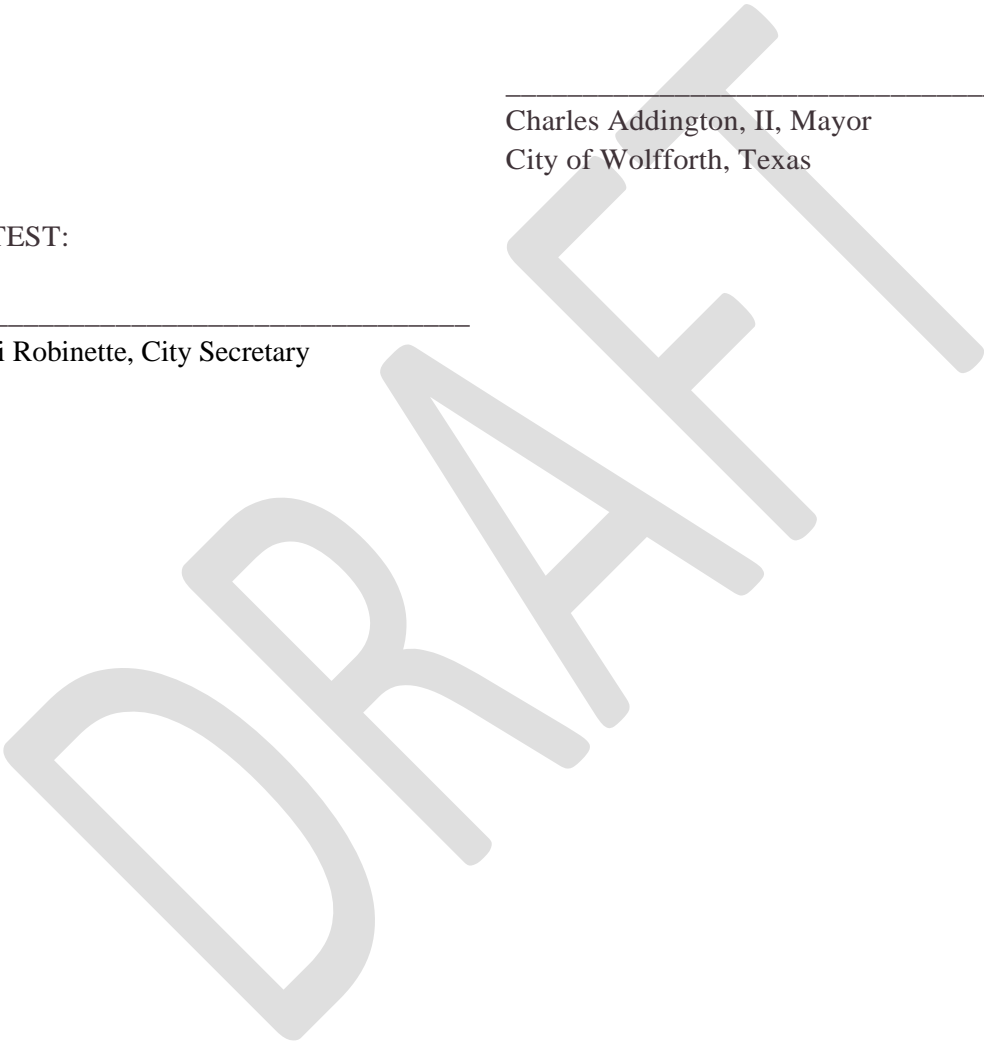
First Reading on this 7th day of October, 2024.

Second Reading passed and approved on this 21st day of October, 2024

Charles Addington, II, Mayor
City of Wolfforth, Texas

ATTEST:

Terri Robinette, City Secretary





AGENDA ITEM COMMENTARY

MEETING NAME: City Council Meeting
MEETING DATE: October 7, 2024
ITEM TITLE: Consider and take appropriate action on report from City of Wolfforth Library
STAFF INITIATOR: Randy Criswell, City Manager / Kimberly Brantley, Library Director

BACKGROUND:

The City of Wolfforth Library has had a lot of great things happening recently and, as we move into the new fiscal year, we wanted to update the Council on these.

The Library received our accreditation for Fiscal Year 2025 from the Texas State Library and Archives Commission. The Library has been an accredited library since our founding in 1987. This accreditation affirms that we are meeting the minimum standards expected of a Texas public library, but we are proud to report that we regularly exceed those standards.

The Library has been awarded two grants that will be implemented in FY25. The first is from the Texas Library Association and H-E-B for a collection development grant of \$1,000. We are 1 of 20 Texas libraries awarded this grant which will be used to purchase items that feature diverse characters, specifically those with varying abilities. The second is the American Library Association Thinking Money for Kids Program Kit grant. We are 1 of 18 Texas Libraries and 1 of 300 nationwide selected. This is awarded as a program kit with an estimated value of \$2,000 and includes all the resources and training to provide financial education to children both in the Library and at home via circulating items. At minimum the Library is required to provide five different in-person programs in the upcoming year and circulate the preloaded Launchpad tablets following the programs for at home learning.

Last month Taylor and Kimberly attended the Association for Rural and Small Libraries Conference as presenters. I sat on a panel with Librarians from across the US on a session about cardholder access and signup practices, which is part of year-long research project and working group I am a part of. Taylor and I then hosted a session on circulating Tonieboxes and Tonies in the Library, which is something we started in 2022, and have been leading the way in libraries across the country, including partnering with the company to start their Tonies for Educators program.

With the assistance of Terri, the City of Wolfforth Library Foundation paperwork has been filed with the State. We must submit confirmation of the information and bylaws for the Foundation which we will get approved through our Library Board and then will get the documents filled. We are actively working on fundraising efforts to prepare for the continued growth of our community. We kicked off September with the sale of our limited-edition library cards which were chosen from our design contest over the summer. We have four card designs that members can purchase, and funds are being held in the account for our future expansion. We have also created a booklet that outlines our plans and gives various options for donating to the fund. We will utilize this at various outreach events and will update this yearly moving forward.

EXHIBITS:

Texas State Library and Archives Accreditation letter

Texas Library Association Strong Texas Libraries Collection Development Grant letter

American Library Grant Notification and Selected Sites

Annual Capital Campaign Booklet FY24/25

COUNCIL ACTION/STAFF RECOMMENDATION:

None



September 10, 2024

Dear Kimberly,

Congratulations! This letter is official notification that City of Wolfforth Library has met all accreditation minimum criteria and will be a fully qualified member of the Texas Library System for State Fiscal Year 2025: September 1, 2024, through August 31, 2025. To highlight this, the badge below can be prominently displayed in the library, used as a window cling, or added to the library’s website. Links to the badge and other instructions follow this letter.

Accredited libraries are eligible for statewide interlibrary loan (ILL), E-rate – a federal telecommunications discount program, a variety of funding opportunities through this agency, and the TexShare Card and TexShare Databases programs. Submitting an Annual Report allows the library to have access to free Summer Library Program materials through this agency and the Collaborative Summer Library Program (CSLP), and E-Read Texas, a curated e-book collection and platform available statewide.

Check the **Services for Libraries** section of our website for more information about all of the benefits and services available to your library, <https://www.tsl.texas.gov/ldn>. Planning information for budgeting and training for the 2024 Annual Report is available on the Annual Report [webpage](#).

For reporting year 2024, the library’s population assignment is 8,138. Its estimated maintenance of effort (MOE) for reporting year 2024 is \$330,199.00 and its local per capita operating expenditures are \$40.58. Libraries that expend over \$150,000 and \$17.50 per capita are exempt from the MOE criterion.

Register for Annual Report training now! If you cannot attend the live presentation, you will receive notification once the webinar recording is available:

<https://www.tsl.texas.gov/ldn/cec/upcoming-webinars>

- *“Some Assembly Required”: Prepare for the 2024 Texas Public Libraries Annual Report*
Thursday, October 17, 2024, 10-11 AM
- *Tell Us Your Library’s Story: The 2024 Texas Public Libraries Annual Report*
Thursday, January 9, 2025, 10-11 AM

If any additional information or assistance is needed, please contact the accreditation staff at accreditation@tsl.texas.gov, or through our toll-free Texas-only number, 800-252-9386.

Lorenzo de Zavala
State Archives and
Library Building

1201 Brazos Street
Austin, Texas
78701

P.O. Box 12927
Austin, Texas
78711-2927

512-463-5474

www.tsl.texas.gov

Commission Chair
Martha Wong

Members

David C. Garza

David Iglesias

Arthur T. Mann

Nancy Painter Paup

Bradley S. Tegeler

Darryl Tocker

Director and Librarian
Gloria Meraz

Valicia Greenwood
Library Data Coordinator

Taylor Gardner
Grants/Accreditation Support Specialist

Erica McCormick
Manager, Grants and Accreditation

TSLAC

Preserving yesterday
Informing today
Inspiring tomorrow



August 29, 2024

Kimberly Brantley
City of Wolfforth Library
PO Box 430
Wolfforth, TX 79382

Dear Kimberly,

On behalf of the Texas Library Association (TLA), I am delighted to enclose a \$1,000 Strong Texas Libraries Collection Development grant. Thanks to the generous support from H-E-B, we can provide these grants to assist libraries in enhancing their collections.

Your grant can be used for the purchase of books, eBooks, and audiobooks. We hope this funding will help you as you serve your community and promote a love of reading and learning.

Please help us thank H-E-B for their generous support by taking a group photo of staff in the library holding the enclosed poster. **Email your photo to Priscilla Takyi at TLA (priscillat@txla.org) by Friday, September 27.** We will share these images on the TLA website and with H-E-B.

We are excited to see the positive impact these grants will have on your collections and your communities. If you have any questions or need further information, please do not hesitate to contact us.

Warm regards,

A handwritten signature in black ink that reads "Shirley".

Shirley Robinson, CAE
Executive Director
Texas Library Association



FOR IMMEDIATE RELEASE | JANUARY 29, 2024

ALA, FINRA Foundation Select 300 Public Libraries Nationwide to Receive Children's Financial Education Kits

CHICAGO – The American Library Association (ALA) and the FINRA Investor Education Foundation have announced 300 public libraries that will receive a [Thinking Money for Kids Program Kit](#), a collection of expertly vetted programming resources to help libraries offer financial education for children ages 3 to 12, both in the library and in children's homes.

Nearly 600 libraries applied for this competitive first-of-its-kind program kit, which includes materials for the libraries to host five in-person children's programs as well as a set of digital games on tablet computers that can be checked out for home use. Kits will be sent to public and tribal libraries in all 50 states, and the Northern Mariana Islands. Thirty-five libraries will also receive Spanish-language versions of the kit. [View the full list of selected sites.](#)

Designed by educational media specialists and vetted by children's librarians and financial literacy experts, the programs in the kit – both in-person and digital versions – can be scaled to work in libraries of all sizes and can be led by library workers, volunteers or teens of varying experience levels. The programs include fun and interactive financial literacy experiences that feature performance, financial simulations, collaborative game play, money math and more. Each kit includes a set of Playaway Launchpad tablets pre-loaded with digital content that aligns with the in-person programming.

Free digital games created as part of the Thinking Money for Kids Program Kit will also be available online for anyone to access. Interested library workers can go to

ala.org/thinkingmoneykids for more information and resources, including additional [financial education games](#) and a [free book list of inclusive titles](#) to teach young people about money.

To be alerted about future offerings from ALA's Public Programs Office, [sign up to receive ALA's Programming Librarian e-newsletter](#).

About the American Library Association

The American Library Association (ALA) is the foremost national organization providing resources to inspire library and information professionals to transform their communities through essential programs and services. For more than 140 years, the ALA has been the trusted voice for academic, public, school, government, and special libraries, advocating for the profession and the library's role in enhancing learning and ensuring access to information for all. For more information, visit www.ala.org.

About FINRA and the FINRA Investor Education Foundation

FINRA is a not-for-profit organization dedicated to investor protection and market integrity. It regulates one critical part of the securities industry—brokerage firms doing business with the public in the U.S. FINRA, overseen by the SEC, writes rules, examines for and enforces compliance with FINRA rules and federal securities laws, registers broker-dealer personnel and offers them education and training, and informs the investing public. In addition, FINRA provides surveillance and other regulatory services for equities and options markets, as well as trade reporting and other industry utilities. FINRA also administers a dispute resolution forum for investors and brokerage firms and their registered employees. For more information, visit www.finra.org.

The FINRA Foundation supports innovative research and educational projects that give underserved Americans the knowledge, skills and tools to make sound financial decisions throughout their lives. For more information about FINRA Foundation initiatives, visit www.finrafoundation.org.

CONTACT:

Hannah Arata

Communications Specialist



Thinking Money for Kids Program Kit - Selected Sites

Menu



The following 300 public and tribal libraries will receive a **Thinking Money for Kids Program Kit**, a collection of expertly vetted resources to help libraries offer financial education for children ages 3 to 12, created by the American Library Association (ALA) and the FINRA Investor Education Foundation. Kits will be sent to all 50 states and the Northern Mariana Islands.

Sites were selected through a competitive application process.

Alabama

- Aliceville Public Library (Aliceville, AL)
- Arab Public Library (Arab, AL)
- Birmingham Public Library (Birmingham, AL)

- Grove Hill Public Library (Grove Hill, AL)
- Lineville City Library (Lineville, AL)
- Newton Library Museum (Newton, AL)
- Odenville Public Library (Odenville, AL)
- Oxford Public Library (Oxford, AL)
- Ruby Pickens Tartt Public Library (Livingston, AL)
- Washington County Public Library (Chatom, AL)

Alaska

- Seward Community Library & Museum (Seward, AK)

Arizona

- Bouse Public Library (Bouse, AZ)
- Coolidge Public Library (Coolidge, AZ)
- Douglas Public Library (Douglas, AZ)
- Florence Community Library (Florence, AZ)
- Fort McDowell Tribal Library (Fort McDowell, AZ)
- Glendale Public Library (Glendale, AZ)
- Holbrook Public Library (Holbrook, AZ)
- Navajo County Library District (Holbrook, AZ)
- Palo Verde Library (Phoenix, AZ)
- Sierra Vista Public Library (Sierra Vista, AZ)
- Winslow Public Library (Winslow, AZ)
- Youngtown Public Library (Youngtown, AZ)

Arkansas

- Alma Public Library (Alma, AR)
- Forrest City Public Library (Forrest City, AR)

- Mississippi County Library System (Blytheville, AR)
- Mountainburg Public Library (Mountainburg, AR)
- William F. Laman Public Library (North Little Rock, AR)

California

- Anaheim Public Library (Anaheim, CA)
- Del Norte County Library (Crescent City, CA)
- Long Beach Public Library (Long Beach, CA)
- Los Altos Library (Los Altos, CA)
- Troke Branch Library (Stockton, CA)

Colorado

- Boulder Public Library (Boulder, CO)
- Pueblo City County Library District (Pueblo, CO)
- Woodruff Memorial Library (La Junta, CO)

Connecticut

- Hartford Public Library - Albany Library (Hartford, CT)
- Hartford Public Library - Downtown Library (Hartford, CT)
- Hartford Public Library - Park Street Library @ the Lyric (Hartford, CT)
- Preston Public Library (Preston, CT)
- Willimantic Public Library (Willimantic, CT)

Delaware

- Claymont Library (Claymont, DE)

Florida

- Bruton Memorial Library (Plant City, FL)

- Lake Park Public Library (Lake Park, FL)
- Mandel Public Library of West Palm Beach (West Palm Beach, FL)
- North Miami Public Library (North Miami, FL)
- Orange County Library System (Orlando, FL)
- Osceola Library System (Kissimmee, FL)
- St. Johns County Public Library System - Southeast Branch Library (St. Augustine, FL)

Georgia

- Augusta Richmond County Public Library (Augusta, GA)
- Chattahoochee Valley Libraries (Columbus, GA)
- Cobb County Public Library System (Marietta, GA)
- Cobb County Public Library - Switzer Library (Marietta, GA)
- Evans County Public Library (Claxton, GA)
- Newton County Library System (Covington, GA)
- Sara Hightower Regional Library System (Rome, GA)
- Sequoyah Regional Library System (Canton, GA)
- South Georgia Regional Library (Valdosta, GA)

Hawaii

- Naalehu Public Library (Naalehu, HI)
- Pahoia Public and School Library (Pahoia, HI)

Idaho

- West Bonner Library (Priest River, ID)

Illinois

- Addison Public Library (Addison, IL)

- Beardstown Houston Memorial Library (Beardstown, IL)
- Carbondale Public Library (Carbondale, IL)
- Chicago Heights Public Library (Chicago Heights, IL)
- Chicago Ridge Public Library (Chicago Ridge, IL)
- Du Quoin Public Library (Du Quoin, IL)
- Hillsboro Area Public Library District (Hillsboro, IL)
- Mississippi Valley Library District (Collinsville, IL)
- Normal Public Library (Normal, IL)
- Peoria Public Library (Peoria, IL)
- Rockford Public Library (Rockford, IL)
- Sesser Public Library (Sesser, IL)
- Shawneetown Public Library (Shawneetown, IL)
- Six Mile Regional Library District (Granite City, IL)
- Waukegan Public Library (Waukegan, IL)

Indiana

- Brown County Public Library (Nashville, IN)
- Delphi Public Library (Delphi, IN)
- Greensburg - Decatur County Public Library (Greensburg, IN)
- Indianapolis Public Library (Indianapolis, IN)
- Mitchell Community Public Library (Mitchell, IN)
- Monon Town and Township Public Library (Monon, IN)
- St. Joseph County Public Library (South Bend, IN)
- Walkerton Lincoln Township Public Library (Walkerton, IN)

Iowa

- Carnegie-Evans Public Library (Albia, IA)
- Mellinger Memorial Library (Morning Sun, IA)

- New Virginia Public Library (New Virginia, IA)

Kansas

- Altoona Public Library (Altoona, KS)
- Dorothy Bramlage Public Library (Junction City, KS)
- Osawatomie Public Library (Osawatomie, KS)
- Wamego Public Library (Wamego, KS)

Kentucky

- Crittenden County Public Library (Marion, KY)
- Fleming County Public Library (Flemingsburg, KY)
- Hopkinsville-Christian County Public Library (Hopkinsville, KY)
- Marion County Public Library (Lebanon, KY)
- Metcalfe County Public Library (Edmonton, KY)
- Muhlenberg County Public Libraries (Greenville, KY)
- Ohio County Public Library (Hartford, KY)
- Pendleton County Public Library (Falmouth, KY)
- Powell County Public Library (Stanton, KY)
- Wolfe County Public Library (Campton, KY)

Louisiana

- Jefferson Parish Library (Marrero, LA)
- Shreve Memorial Library (Shreveport, LA)
- St. Mary Parish Library (Franklin, LA)

Maine

- Auburn Public Library (Auburn, ME)

Massachusetts

- Falmouth Public Library (Falmouth, MA)
- Peabody Institute Library (Peabody, MA)
- Taunton Public Library (Taunton, MA)

Maryland

- Howard County Library System (Ellicott City, MD)

Michigan

- Bay County Library System - Alice & Jack Wirt Public Library (Bay City, MI)
- Big Rapids Community Library (Big Rapids, MI)
- Lincoln Township Public Library (Stevensville, MI)
- Sodus Township Library (Sodus, MI)
- Wakefield Public Library (Wakefield, MI)
- Warren Public Library (Warren, MI)

Minnesota

- Blue Earth Community Library (Blue Earth, MN)
- East Grand Forks Campbell Library (East Grand Forks, MN)

Mississippi

- Choctaw County Library System (Ackerman, MS)
- Gautier Public Library (Gautier, MS)
- Marshall County Library System (Holly Springs, MS)
- Richton Public Library (Richton, MS)
- Sunflower County Library System - Drew Public Library (Drew, MS)
- Sunflower County Library System - Henry M. Seymour Library (Indianola, MS)

- Sunflower County Library System - Horace Stansel Memorial Library (Ruleville, MS)
- Tallahatchie County Library (Charleston, MS)
- Union Public Library (Union, MS)
- Warren County - Vicksburg Public Library (Vicksburg, MS)

Missouri

- Ferguson Municipal Public Library (Ferguson, MO)
- Kansas City Public Library (Kansas City, MO)
- Lockwood Public Library and Museum (Lockwood, MO)
- Polk County Library (Bolivar, MO)
- Springfield-Greene County Library District (Springfield, MO)
- Ste. Genevieve County Library (Ste. Genevieve, MO)
- St. Louis County Library (St. Louis, MO)
- Valley Park Community Library (Valley Park, MO)

Montana

- Bicentennial Library of Colstrip (Colstrip, MT)
- Billings Public Library (Billings, MT)
- Butte Silver Bow Public Library (Butte, MT)
- James E. Shaley Tribal Library (Poplar, MT)
- Plains Public Library (Plains, MT)
- Thompson Falls Public Library (Thompson Falls, MT)

Nebraska

- Blair Public Library and Technology Center (Blair, NE)
- Cordelia B. Preston Library (Oxford, NE)
- Fullerton Public Library (Fullerton, NE)

- Lied Scottsbluff Public Library (Scottsbluff, NE)
- Madison Public Library (Madison, NE)
- Plainview Public Library (Plainview, NE)
- South Sioux City Public Library (South Sioux City, NE)
- Valley Public Library (Valley, NE)

Nevada

- Churchill County Library (Fallon, NV)
- Las Vegas Clark County Library District (Las Vegas, NV)

New Hampshire

- Fiske Free Library (Claremont, NH)
- Jaffrey Public Library (Jaffrey, NH)
- New Durham Public Library (New Durham, NH)

New Jersey

- Bradley Beach Free Public Library (Bradley Beach, NJ)
- Collingswood Public Library (Collingswood, NJ)
- Gloucester County Library - Glassboro Branch (Mullica Hill, NJ)
- Jersey City Free Public Library (Jersey City, NJ)
- Long Branch Free Public Library (Long Branch, NJ)
- Margaret Dombrosky Swedesboro Public Library (Swedesboro, NJ)
- New Brunswick Free Public Library (New Brunswick, NJ)

New Mexico

- David F. Cargo El Valle de Anton Chico Library (Anton Chico, NM)
- Espanola Public Library (Espanola, NM)
- Santo Domingo Pueblo Library (Santo Domingo Pueblo, NM)

- Silver City Public Library (Silver City, NM)

New York

- Central Library of Rochester & Monroe County (Rochester, NY)
- Cohocton Public Library (Cohocton, NY)
- Cuba Circulating Library (Cuba, NY)
- Dormann Library (Bath, NY)
- Hornell Public Library (Hornell, NY)
- Hunter Public Library (Hunter, NY)
- Kirkland Town Library (Clinton, NY)
- Middle Country Public Library (Centereach, NY)
- Pine Bush Area Public Library (Pine Bush, NY)
- Philmont Public Library (Philmont, NY)
- Queens Public Library at Bay Terrace (Bayside, NY)
- Seymour Public Library District (Auburn, NY)
- South Huntington Public Library (Huntington Station, NY)
- Southworth Library Association (Dryden, NY)
- Wead Library (Malone, NY)
- Westerlo Public Library (Westerlo, NY)
- Whitesville Public Library (Whitesville, NY)
- Woodstock Public Library District (Woodstock, NY)

North Carolina

- Alamance County Public Libraries (Burlington, NC)
- Chatham County Public Libraries (Siler City, NC)
- Cumberland County Public Library & Information Center (Fayetteville, NC)
- High Point Public Library (High Point, NC)
- Madison County Public Libraries (Marshall, NC)

- Onslow County Public Library - Jacksonville Branch Library (Jacksonville, NC)
- Onslow County Public Library - Swansboro Branch Library (Swansboro, NC)
- Rockingham County Public Library (Eden, NC)
- Watauga County Public Libraries (Boone, NC)

North Dakota

- Lake Region Public Library (Devils Lake, ND)
- Leach Public Library (Wahpeton, ND)
- Walhalla Public Library (Walhalla, ND)

Northern Mariana Islands

- Joeten-Kiyu Public Library (Saipan, MP)

Ohio

- Ashtabula County District Library - Geneva Public Library (Geneva, OH)
- Belmont County District Library - Bethesda Public Library (Bethesda, OH)
- Belmont County District Library - Bridgeport Public Library (Bridgeport, OH)
- Belmont County District Library - Martins Ferry Public Library (Martins Ferry, OH)
- Belmont County District Library - Powhatan Point Public Library (Powhatan Point, OH)
- Belmont County District Library - Shadyside Public Library (Shadyside, OH)
- Belmont County District Library - Victoria Read Public Library (Flushing, OH)
- Birchard Public Library of Sandusky County (Fremont, OH)
- Dayton Metro Library (Dayton, OH)
- Delta Public Library (Delta, OH)
- Dr. Samuel L. Bossard Memorial Library (Gallipolis, OH)
- Elyria Public Library (Elyria, OH)

- Henderson Memorial Public Library (Jefferson, OH)
- Logan-Hocking County District Library (Logan, OH)
- Marvin Memorial Library (Shelby, OH)
- Perry County District Library (New Lexington, OH)
- Sandusky Library (Sandusky, OH)

Oklahoma

- Donald W. Reynolds Community Center & Library (Durant, OK)
- Lawton Public Library (Lawton, OK)
- Pioneer Library System - Shawnee Public Library (Shawnee, OK)
- Stillwater Public Library (Stillwater, OK)

Oregon

- Coos Bay Public Library (Coos Bay, OR)
- Driftwood Public Library (Lincoln City, OR)
- McMinnville Public Library (McMinnville, OR)
- Salem Public Library (Salem, OR)

Pennsylvania

- Aliquippa Library District - Carnegie Library Midland Branch (Aliquippa, PA)
- Atglen Public Library (Atglen, PA)
- Bellwood-Antis Public Library (Bellwood, PA)
- Community Library of Shenango Valley (Sharon, PA)
- Erie County Public Library (Erie, PA)
- Franklin County Library System (Chambersburg, PA)
- Genesee Area Library (Genesee, PA)
- Library System of Bradford County (Wyalusing, PA)
- Memorial Library of Nazareth and Vicinity (Nazareth, PA)

- Mount Jewett Memorial Library (Mount Jewett, PA)
- Pottstown Regional Public Library (Pottstown, PA)
- Pottsville Free Public Library (Pottsville, PA)
- Somerset County Library (Somerset, PA)
- York County Libraries (York, PA)

Rhode Island

- Island Free Library (Block Island, RI)
- Jesse M. Smith Memorial Library (Harrisville, RI)
- Maury Loontjens Memorial Library (Narragansett, RI)
- Pawtucket Public Library (Pawtucket, RI)

South Carolina

- Abbeville County Library (Abbeville, SC)
- Horry County Memorial Library - Green Sea Floyds (Green Sea, SC)
- Horry County Memorial Library - Loris Branch Library (Loris, SC)
- Lancaster County Library (Lancaster, SC)
- Lee County Library (Bishopville, SC)
- Timmons ville Public Library (Timmons ville, SC)
- Waccamaw Neck Branch Library (Pawleys Island, SC)

South Dakota

- Evelyn Lang Public Library (Springfield, SD)
- Gregory Public Library (Gregory, SD)
- Huron Public Library (Huron, SD)
- Lake Andes Carnegie Public Library (Lake Anes, SD)
- Watertown Regional Library (Watertown, SD)

Tennessee

- Coffee County Manchester Public Library (Manchester, TN)
- Martin Public Library (Martin, TN)
- Memphis Library Foundation (Memphis, TN)
- Newbern City Library (Newbern, TN)
- Parrott-Wood Memorial Library (Strawberry Plains, TN)
- Sequatchie County Public Library (Dunlap, TN)
- Tiptonville Public Library (Tiptonville, TN)

Texas

- Allen Memorial Public Library (Hawkins, TX)
- Atwell Public Library (Hutchins, TX)
- Balch Springs Library (Balch Springs, TX)
- City of Wolfforth Library (Wolfforth, TX)
- Dr. Hector P. Garcia Memorial Library (Mercedes, TX)
- Gatesville Public Library (Gatesville, TX)
- Hondo Public Library (Hondo, TX)
- Honey Grove Library & Learning Center (Honey Grove, TX)
- Hurst Public Library (Hurst, TX)
- Joe Barnhart Bee County Library (Beeville, TX)
- McAllen Public Library (McAllen, TX)
- Moore Memorial Public Library (Texas City, TX)
- Mount Pleasant Public Library (Mount Pleasant, TX)
- New Waverly Public Library (New Waverly, TX)
- Nueces County Public Library - Keach Family Library (Robstown, TX)
- Rio Grande City Public Library (Rio Grande City, TX)
- Rockwall County Library (Rockwall, TX)
- T.L.L. Temple Memorial Library & Archives (Diboll, TX)

Utah

- Emery County Libraries - Elmo Branch Library (Elmo, UT)
- Emery County Libraries - Huntington Library (Huntington, UT)
- Park City Library (Park City, UT)

Virginia

- Cape Charles Memorial Library (Cape Charles, VA)
- Massanutten Regional Library (Harrisonburg, VA)
- Smyth County Public Library - Saltville Branch (Saltville, VA)

Vermont

- Cavendish Fletcher Community Library (Proctorsville, VT)
- Springfield Town Library (Springfield, VT)

Washington

- Fort Vancouver Regional Libraries - Three Creeks Community Library (Vancouver, WA)
- Spokane County Library District (Spokane, WA)
- Upper Skagit Library (Concrete, WA)

Wisconsin

- Cudahy Family Library (Cudahy, WI)
- Irvin L. Young Memorial Library (Whitewater, WI)
- Graham Public Library (Union Grove, WI)
- Kenosha Public Library (Kenosha, WI)
- Platteville Public Library (Platteville, WI)
- Rusk County Community Library (Ladysmith, WI)

West Virginia

- Burnsville Public Library (Burnsville, WV)
- Hampshire County Public Library (Romney, WV)
- South Charleston Public Library (South Charleston, WV)

Wyoming

- Crook County Library System - Moorcroft Branch Library (Moorcroft, WY)
- Goshen County Library (Torrington, WY)
- Meeteetse Library (Meeteetse, WY)
- Natrona County Public Library (Casper, WY)

Questions? [Contact ALA's Public Programs Office.](#)



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CITE



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City of Wolfforth Library

Item # 11.



HELP US BUILD THE FUTURE OF THE LIBRARY!

OUR MISSION

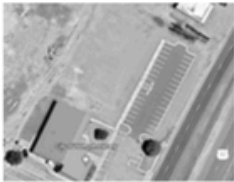
The City of Wolforth Library will provide innovative Library services, delivered in a friendly, efficient and effective manner, that will assist all residents to continue to grow and learn throughout life, with materials, programs, and services in a variety of formats suited to the informational and recreational needs of the community, and a relaxed, open environment that offers all citizens the opportunity to meet and interact with others.



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02 LIBRARY GROWTH



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09 HOW CAN YOU HELP



11 WHO WE ARE

City of Wolfforth Library



Kimberly Brantley
Library Director

The Library in Wolfforth originated in 1985 as a replacement for the county bookmobile. The Library officially opened in 1987 with 2,000 books in a former dentist's office on Main Street. The building expanded into the remaining offices of the dentist's office in 1988, utilizing 1,900 sq ft. In 1995, it relocated to a new municipal building on US Highway 62/82, along with City Hall, the Police Department, and the Municipal Court, but rapid growth necessitated further expansion. In 2006, with the support of the City Council and local leaders, a new 7,776 sq ft facility opened at 508 E HWY 62/82, where it currently resides.

The City of Wolfforth Library today...

- Occupies 7,776 square feet of space with 6,500 utilized by the collection and public space.
- Is part of the West Texas Digital Consortium with Overdrive and SimplyE with the Texas State Library, giving users access to over 50,000 ebooks, audiobooks, and magazines.
- Has a physical collection of over 20,000 items that include books for all ages, audiobooks for children and teens, DVDs, makerspace kits, and Tonies.
- Is part of the national Family Place Library network!
- Operates six days a week for a total of 60 hours each week.
- Employs eight staff members, three full-time, two of whom have their Master's Degree in Library and Information Science, and five part-time.

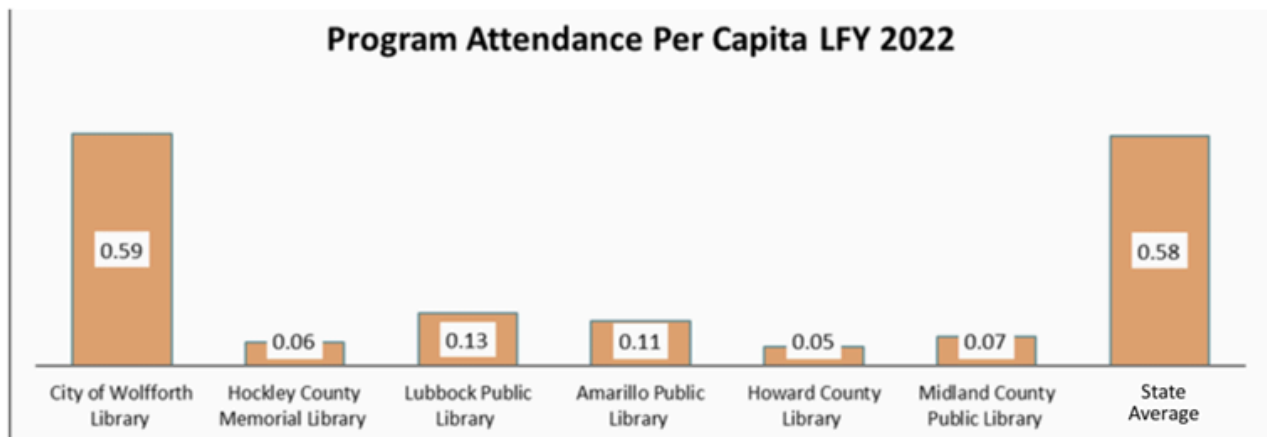
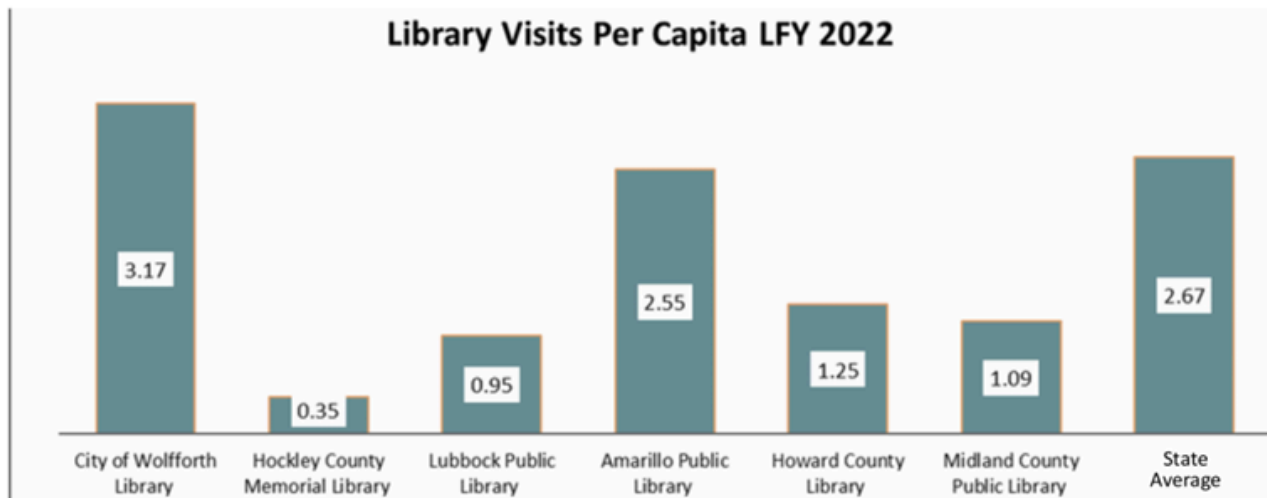
The Library was the result of a collaborative effort by the local community, and we hope to continue that effort by partnering with local leaders and community members to build the new Library.

Library Growth

Despite COVID-19-related restrictions and closures, in the last five years (excluding 2020 due to COVID-19), we had a yearly average of 24,059 Library visits and 3,695 program attendees. With the continued growth of the area, the first half of 2024 already has 148 programs with 2,452 attendees, and over 14,000 visitors.

	*2020	2021	2022	2023
Total Library Programs	120	156	163	151
Program attendance	1874	3470	3947	4506
Library visits*	17,452	20,503	21,584	24,684

When I stepped into the role of Library Director back in 2013, the Library had 3,600 members. Fast forward to now, and we've seen a 150% increase, with our membership soaring past 10,000. This has required an increase in staffing, which has allowed us to offer more programs and grow our collection to better serve our community's evolving needs. However, with Wolfforth and the surrounding area booming as they are, we have outgrown our current space. Simply put, our current facility can't keep up with all the visitors, programs, and physical items needed to meet the needs of our users.



Big Picture

#CowLibBuilds

Item # 11.

Land Development

- 1.17-acre tract that the City of Wolfforth already owns for Library use
- Estimated cost: \$250,000
- ADA Accessible throughout
- Shaded gazebo/ pavilion for library programming and community use
- Concrete path throughout the exploration area
- Outdoor learning space to include sensory play area, outdoor musical instruments, and more
- Outdoor seating
- Xeriscape Landscaping

Building Expansion

- About 8,000 sq ft
- Dedicated program room
- Additional small study rooms for quiet space
- Additional meeting room for community use
- Dedicated teen space
- Expansion of children's area with dedicated Family Place area
- Expanded seating areas and study space
- 1 drive-thru drop box for afterhours returns

PROJECTED COST FOR LIBRARY EXPANSION &
LAND DEVELOPMENT:

Est. 6 Million Dollars

We can do it together!

How can you help?

Buy a Book, Fill a Shelf!



**\$50-
\$999**

We want everyone in our community to feel like they are a part of the new library, and we will be honored to receive your donation.

By purchasing one book, or multiples, you will receive a certificate that states your contribution to the City of Wolfforth Library's collection. The money will go directly into the building fund for the Library expansion project.



**\$1,000-
\$4,999**

About 20 books can fit on a shelf, and you can purchase an entire shelf of books, or more, to help support our library!

By purchasing a bookshelf, you will receive a certificate that states your contribution to the City of Wolfforth Library, and you will be recognized on our donor wall. The money will go directly into the building fund for the Library expansion project.



**\$5,000-
\$7,999**

Bookcases can fit about 8 shelves of books.

By purchasing a bookcase, you will receive a certificate that states your contribution to the City of Wolfforth Library and your name will be honored on our donor wall. The money will go directly into the building fund for the Library expansion project.



**\$8,000-
\$9,999**

Bookcases on wheels can fit about 12 shelves of books and will be used in the Children and Teen areas.

By purchasing a bookcase on wheels, you will receive a certificate that states your contribution to the City of Wolfforth Library as well as a special recognition on our donor wall. The money will go directly into the building fund for the Library expansion project.

\$10,000 Donation

Item # 11.



PERCUSSION PLAY OUTDOOR MUSICAL INSTRUMENTS

As part of the outdoor exploration area, there will be an interactive musical garden that is fully ADA-accessible and fun for all ages. Each instrument funded, 6-10 instruments, will include an engraved plaque labeled with your name and/or company logo and recognition on the donor wall.

\$15,000 Donation

DEDICATED “LIBRARY OF THINGS” SPACE

The Library already circulates Tonies, game kits, and STEAM kits, but they need their own space in the Library. By creating a dedicated space in the collection for these kits, we will not only be able to maintain the collection we have, but we can add to it. This section will include signage with your name and/or company logo and recognition on the donor wall.



\$25,000 Donation

CIRCULATION DESKS (2)



There will be two new circulation desks added, one for the children’s section, and one for the teen section. This will allow better service for children and teens and throughout the entire Library. There will be a dedicated staff member for the children and teen sections during business hours. The desks will be labeled with your name and/or company logo and recognition on the donor wall.

\$50,000 Donation

Item # 11.



STUDY ROOMS (4-6)

There will be 4-6 small study rooms in the expansion, and each can be sponsored by a different donor. The rooms will include tables, chairs, monitors, a white board, and collaboration-facilitating technology. The rooms will be labeled with your name and/or company logo and recognition on the donor wall.

ADDITIONAL SEATING AREAS (3)

The expansion will allow for additional open seating in all areas of the Library. The Library will have open seating in the main area, non-fiction, children, and teen sections. The Library has evolved into a place where people come and stay to read, study, utilize Wi-Fi, and visit with friends and neighbors. Each seating area funded will be labeled with a plaque with your name and/or company logo and recognition on the donor wall.



\$100,000 Donation



LARGE MEETING ROOM

We will offer the community a space that meets the various educational, business, and recreational needs of our users. The room will not only provide ample space for meetings but will also offer the option of small group spaces, as it will be able to be divided into two separate areas. The space will include signage noting your name and/or company logo and recognition on the donor wall.

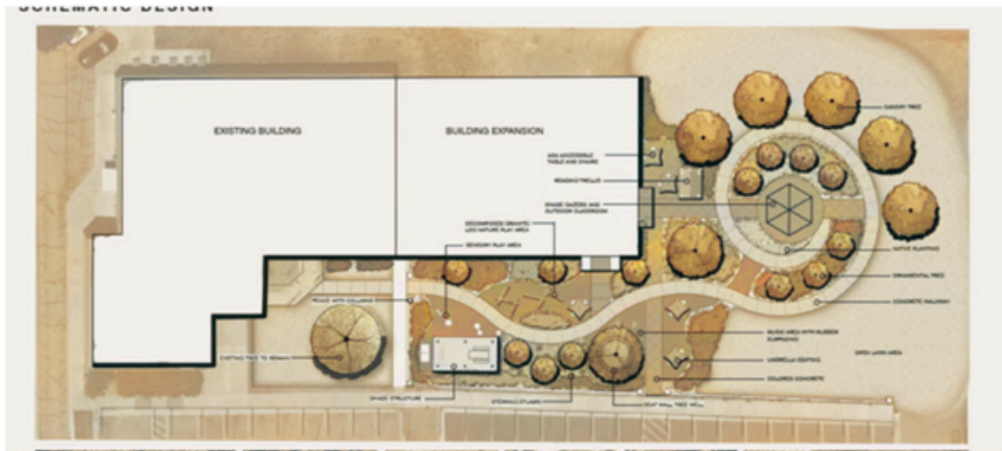
\$250,000 Donation

Item # 11.

OUTDOOR EXPLORATION AREA - LAND DEVELOPMENT

This dedicated outdoor library space will welcome all visitors who want a safe space to explore nature, sit outside with friends and family, enjoy an outdoor program, read in the fresh air, and so much more.

This is one of the Library's proudest, and most anticipated spaces, and will include signage noting your name and/or company logo leading into the area and on the gazebo. You will also be recognized on the donor wall inside the main Library building.



DEDICATED TEEN AREA

The community is growing and with that, there is a need for teens to have a place just for them inside the Library. The teen area will be partially enclosed with glass to ensure visibility by staff, but also limit noise disruption for other patrons. The section will include the young adult print collection as well as plenty of open and flexible space to host teen programs and allow for reading, studying, and use of public Wi-Fi on personal devices. The space will include signage noting your name and/or company logo and recognition on the donor wall.



\$500,000+ Donation

Item # 11.



PROGRAMMING ROOM

The City of Wolfforth Library wouldn't be the same without our FREE programs for all ages. Our expansion will include a dedicated programming room, with flexible design layout, where the community can participate in a variety of programs for all ages from baby to adult. The space will include signage noting your name and/or company logo and recognition on the donor wall.

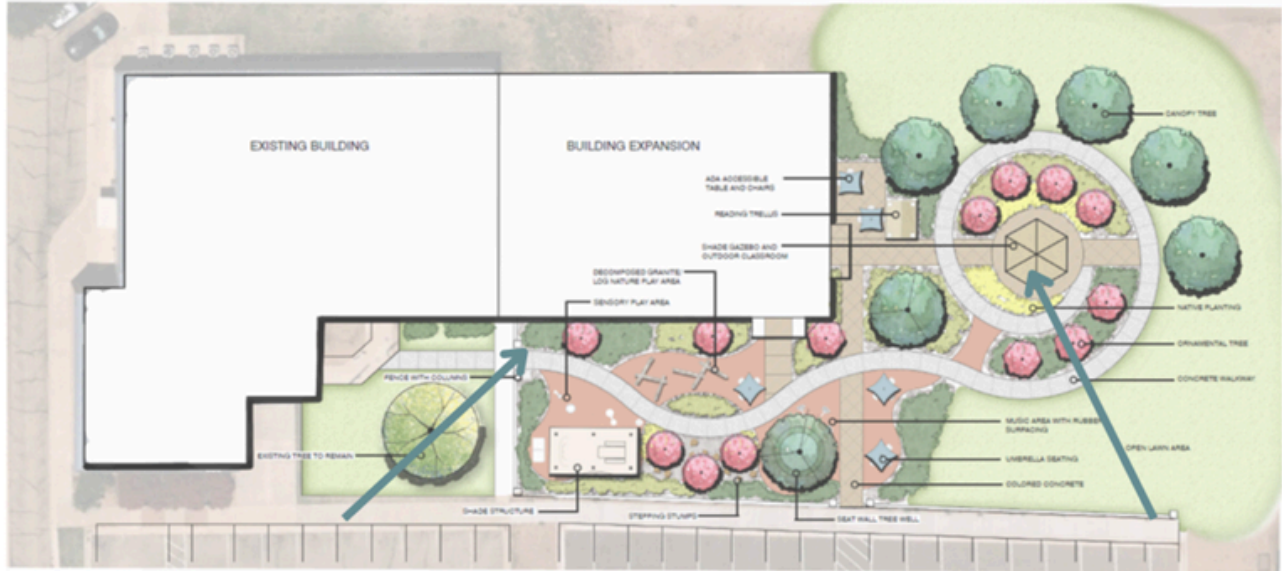


FAMILY PLACE SPACE

The Wolfforth Library is one of only six libraries in the Texas Panhandle that is a certified National Family Place Library. One of the core aspects of Family Place is to create an interactive public space for children that supports early childhood development and parent-child interactions. The space will include signage noting your name and/or company logo and recognition on the donor wall.

Naming Rights & Dedication

Item # 11.



****YOUR NAME** Trail and Expansion Dedication,**

We recognize how much the support of literacy and responsible citizenship means to you, and we would like to offer you the opportunity to be our flagbearer.

We have two dedication opportunities for the community. We would be humbled to dedicate the expansion of the Library in your honor and offer naming rights of the outdoor exploration trail. Our Library Advisory Board would love to hear from you to discuss your tenure for the dedication of the building expansion and the naming rights for the outdoor exploration trail.

Our hospitality and devotion to our community are our trademarks, and we take great pride in what we do, therefore we invite you to join us for this exciting journey. We believe we can do it together!

Email our director, Kimberly Brantley, at kbrantley@wolfforthtx.us for more information on this amazing opportunity.

**The naming rights will include the outdoor exploration area and the dedication will be prominently displayed upon entry into the Library. This will not change the legal name of the City of Wolfforth Library.*

Building Committee

We have a wonderful community and many individuals who have expressed interest in helping us expand the Library, both inside and out, as we prepare for the future! This includes working with city and county leaders, grants, donations, and fundraising activities, just to name a few. We are seeking six members of the community who want to be a part of this exciting opportunity to support and shape the future of the City of Wolfforth Library.

If you are interested in joining the building committee, please come by the Library and fill out an application. We want this project to be community-driven to ensure we are making changes that benefit everyone. We guarantee we will do whatever we can to keep it interesting and exciting, and we hope that you can help support us as we work on our goal!

The building committee members will be voted on by the City of Wolfforth Library advisory board and the recommendation will then be taken before the Wolfforth City Council. Committee members must reside in Lubbock County, with at least four being Wolfforth City residents, or members of the Wolfforth business community. We are looking for people from all backgrounds and experiences.





City of Wolfforth Library

LIBRARY ADVISORY BOARD



Board Chair

Jenna Athanasiou



Board Co-Chair

Linda Dunn



Board Secretary

Debbie Perkey



Board Member

Leslie Demma



Board Member

Stephanie Speed



Board Alternate

Angela Apodaca



Board Alternate

Charlotte McDonald

Our Staff

City of WolfForth Library 2024

Kimberly Brantley
Library Director, MLIS



Taylor Revilla
Community Librarian, MLIS



Marla Waller
Circulation Supervisor



Danielle Fonseca
Library Page II



Laney Kimball
Library Page II



Danica Powers
Library Page II



Katryna Skinner
Library Page I



Hannah Deline
Library Page I




What Our Community Says

Item # 11.

"The Wolfforth Library is intentional about creating COMMUNITY through programs for children & parents. THANK YOU!"


"This small library right off the highway in Wolfforth perfectly serves the small- town community right outside Lubbock."

"The Librarians are all super sweet and helpful. It keeps me from having to get internet at my house and gives my wife and I a place to hang out."

"It's a safe place, something a lot of people don't have. Thank you, Wolfforth Library."

"They are the best group of ladies the Wolfforth Library could have. Their cheerfulness makes my day."

"It's AWESOME!
The people are awesome!
The books are awesome!
The Library is awesome!"

It's a Library! 
They always have my favorite books, and the people are so nice!

"Thank you so much!
I got everything I needed!"
~Member, Age 7

SCAN ME!



SCAN HERE
TO DONATE

"They have so many fun activities & are so patient with our wild and crazy family."

"They know what they are doing, and I don't!
The staff there are so sweet and helpful."

Our Offerings

Item # 11.



Our library is so much more than books!
Ask us what else we do for our community.



508 E HWY 62 (PO Box 430)
Wolfforth, TX 79382

806-855-4150 | library@wolfforthtx.us
WolfforthLibrary.org





AGENDA ITEM COMMENTARY

MEETING NAME: City Council
MEETING DATE: October 7, 2024
ITEM TITLE: Consider and take appropriate action on annual report from Frenship Youth Baseball
STAFF INITIATOR: Randy Criswell, City Manager

BACKGROUND:

In accordance with the Frenship Youth Baseball Lease Agreement (copy attached), Mr. Cary Sallee has provided an annual report (copy attached). He will be present at the meeting to go over the report with you and answer any questions you may have.

EXHIBITS:

Annual Report
Lease Agreement

COUNCIL ACTION/STAFF RECOMMENDATION:

None

FYB 2024 Summary

FYB Leagues

FYB Spring League. FYB ran league from March 1st through June 10th serving a total 1,032 players ages 4-12, broken down by the following leagues:

- Draft League had 24 teams and 280 players
- Open league had 70 teams and 752 players

FYB Summer League. FYB offered a summer league to play 8 games from July through August. Unfortunately, only 4 teams registered to play in 3 different ages, so we cancelled the summer league offering. After the summer heated up, it was good for the fields to not have played summer league.

League summary: Overall, we had a strong league and plan to offer Spring League next year. For the Summer league, we plan to offer an additional tournament in lieu of a summer league.

FYB Tournaments

FYB Weekend Tournaments. FYB offered 6 weekend tournaments in Wolfforth and Lubbock from March through August. Our tournaments are for players from 7-14 years old.

We played 5 of the tournaments. The BWW in April was cancelled prior to starting the event due to the rain forecast which happened.

We are offering a fall tournament in October for the first time and currently there are 36 teams registered. We anticipate more teams will sign up for the event.

Overall, over 650 teams from West Texas and New Mexico have or will participate in our 2024 tournaments. Listed below are the names of the tournament and the number of teams that attended:

- Knoxville Freeze on March 2-3 with 154 teams
- March Triple Play on March 23-24 with 130 teams
- BWW was cancelled due to rain in advance on April 20-21, we had 116 teams signed up
- May Double Play on May 18-19 with 119 teams
- West Texas State on June 8-9 with 178 teams
- August Heat on August 3-4 with 43 teams
- October Scream scheduled on October 12-13 currently have 36 teams registered

Tournament Summary: We had a strong tournament season. Next year we plan to offer 8 tournaments from March through October.

Fields

We received very positive feedback from coaches, parents, and players about the condition of our fields in March which I relayed to the City Manager.

One of my coaches said this is the best the fields have looked in over 5 years. This can be attributed to the following:

- The city allowed us to water fields starting last summer.
- We spent \$13,000 overseeding the fields with rye grass in early October 2023 and were allowed to water the fields daily.
- Watering the fields continued per the city schedule during 2024.
- We have worked closely with Henry High on fixing sprinkler system leaks throughout the ballpark.
- The water well has remained on during the year allowing us to hand water when possible.
- We didn't play league last summer (2023) allowing the fields to recover.
- I would say we had a better than normal amount of rainfall this year which benefited the fields.

Field Improvements and Investments: In August 2024, we assessed the status of the fields, see below:

- Fields 1-3 the Bermuda was in good shape, and we continued to water on schedule with no major improvement needed.
- Fields 4-5, the infield became sparse with bermuda grass and uneven. We invested \$12,500 in new sod infields on field 4 and 5 fields and levelled out the playing field.
- Fields 1-5 are scheduled to overseed on October 14th with rye. The total investment is \$13,000 to overseed.
- With other field maintenance and repairs this past year, FYB has invested over \$40,000 on field maintenance and improvements.

Field Summary: The water has been critical in reviving our fields and it was noticed. FYB continues to invest in our fields to make them better.

Operations

Based on feedback received from the City Council last January, we worked hard to make sure that our restrooms and fields we properly maintained and kept clean during the season.

- Light Replacement: The city handled light replacement for the fields lights this past season.
- Trash: The city provided additional trash containers during our weekend tournaments.
- Non-field mowing: The city handled the mowing around the complex and between the playing fields.

Proposed Capital Improvements

Listed in the chart below is a proposal for capital improvements for the complex submitted to the City Manager in late April and discussed with Danielle Sweat in September 2024. Any investment and capital improvements by the city would be greatly appreciated.

Desired Capital Improvements	Comments
Replace field lights with LED lights	<ul style="list-style-type: none"> • Cost unknown • Finding the current bulbs is becoming problematic

	<ul style="list-style-type: none"> • Could this be funded by a grant? • Excel Energy has a grant program to assist cities with this conversion.
Concrete walkway between F1-F2	<ul style="list-style-type: none"> • Cost unknown • Would allow the grass to grow between fields. • Give parents a walkway to not have to work on dirt.
Concrete driveway between F3-F4	<ul style="list-style-type: none"> • Cost unknown • Give a driveway for service or emergency vehicles to access the middle of the complex • Allow for parents to not have to walk on dirt/mud to the fields.
Paved Parking Lots	<ul style="list-style-type: none"> • Cost unknown • Designated parking is on dirt, be nice to have paved parking
Expanded Parking Lot	<ul style="list-style-type: none"> • Cost unknown • As houses continue to be built, we will continue to lose current parking
Street connection to the Southwest of the complex	<ul style="list-style-type: none"> • Creating another outlet for traffic to leave • Currently must jump on dirt road to access new road where new houses are being built
Fence replacement	<ul style="list-style-type: none"> • Fencing is aging, suggest a long-term replacement plan for the fences
Dirt removal around complex	<ul style="list-style-type: none"> • Remove dirt build-up outside the complex to help level out the parking area.
Artificial Turf	<ul style="list-style-type: none"> • Cost unknown, rough estimate \$300k per field or a total of \$1.5m for the complex • Could this be funded by a grant? • Having turf fields would make this the premier baseball park in Lubbock County • Reduce water consumption for fields

RESOLUTION NO. 2024-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A LEASE AGREEMENT WITH FRENSHIP YOUTH BASEBALL FOR THE PATTERSON PARK BASEBALL COMPLEX; AND PROVIDING AN EFFECTIVE DATE

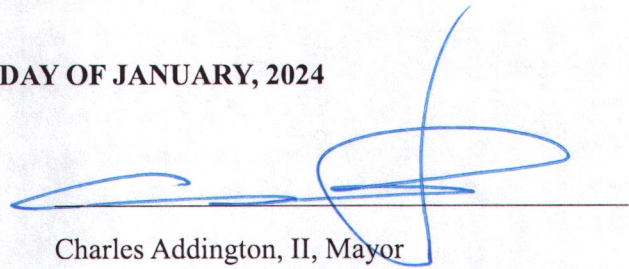
WHEREAS, the City Council desires to authorize a lease agreement with Frenship Youth Baseball for the use of the Patterson Park Baseball Complex.

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

SECTION 1. The City Council hereby approves the lease agreement between the City of Wolfforth and Frenship Youth Baseball for the use of the Patterson Park Baseball Complex attached to this Resolution as Exhibit A.

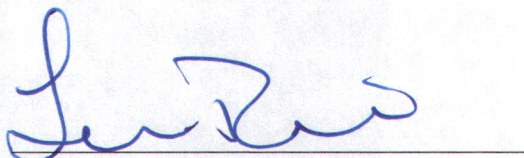
SECTION 2. This Resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED ON THIS THE 22ND DAY OF JANUARY, 2024

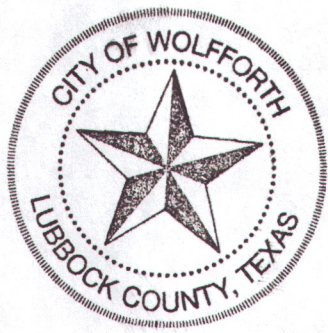


Charles Addington, II, Mayor

City of Wolfforth, Texas



Terri Robinette, City Secretary



CITY OF WOLFFORTH BALLFIELD LEASE AGREEMENT

FRENSHIP YOUTH BASEBALL

WHEREAS, the City of Wolfforth, Texas, (hereinafter "City") desires to enter into a Ballfield Lease Agreement (the "Lease" or the "Agreement") for the baseball facilities situated at Patterson Park, Wolfforth, Texas, (hereinafter "Facility") with Frenship Youth Baseball, a non-profit Corporation (hereinafter "League") as follows, to-wit:

I. RENTAL PAYMENT:

- 1.1 LEAGUE agrees to pay to the CITY the sum of \$12,000 for the use of the Facility, including Fields 1, 2, 3, 4, and 5 (the "Fields"). The \$12,000 shall be paid in two installments, with one-half payable on or before April 15 of each year during the term of this Agreement and the remaining one-half payable on or before July 15 of each year during the term of this Agreement. The CITY shall be responsible for paying the cost of electricity for the facility. In the event the electricity cost during any calendar year during the term of this Agreement exceeds the usage fee, the LEAGUE shall pay any additional electricity charges within thirty (30) days after the CITY invoices the LEAGUE. In the event electricity cost during any calendar year during the Term of this Agreement is less than the usage fee, the CITY shall retain the balance. The CITY will provide the LEAGUE with the amounts of the electricity bills upon written request by the LEAGUE.
- 1.2 The LEAGUE, through its President, agrees to provide detailed financial information about the League to the City upon written request by the CITY.

II. SCHEDULING

- 2.1 Except for the events set forth in 2.5, the LEAGUE shall have first right of access to the Facility from February 1 through October 31 during each year during the Term of this Agreement.
- 2.2 CITY reserves the right to schedule events at the Facility but shall attempt to schedule such events so as not to conflict with the schedule of the League. CITY will contact the LEAGUE by electronic mail prior to scheduling any event at the Facility from February 1 to October 31 during the Term of this Agreement. If the LEAGUE does not respond within three business days of the date the CITY sends the email regarding the scheduling of an event, the CITY may schedule that event. The LEAGUE will not be able to use the Facility or reserve fields once an event is scheduled by the CITY in accordance with this paragraph.
- 2.3 The LEAGUE shall not schedule any games, tournaments, or other events from November 1

to January 30 under this Agreement. If the LEAGUE desires to use the Facility for any purpose from November 1 to January 30, it must contact the City and obtain approval from the City Manager for that use. In accordance with 1.1 above, based on the annual fee compared to the actual cost of electricity, the LEAGUE may be responsible for additional charges for any events approved under this section.

2.4 If the LEAGUE uses the Facility, facilitates the use of the Facility or allows the use of the Facility outside of the scheduling procedure set forth in paragraphs 2.1 and 2.3 above, the LEAGUE agrees to pay the CITY an additional \$1,000 for each day the LEAGUE uses any part of the Facility, facilitates the use of the Facility, or allows the use of the Facility outside of the scheduling procedure set forth above with the exception of maintenance. The LEAGUE will make such payment to the City within thirty (30) days of receipt of an invoice from the CITY.

2.5 The parties agree that the CITY shall have the prior right to use the facilities in connection with the annual 4th on the 5th Fourth of July celebration. LEAGUE may not schedule any activities during or this event.

III. OPERATION OF THE CONCESSION STAND:

3.1 LEAGUE agrees to operate the concession stand in a prudent, safe, clean and workmanlike manner. LEAGUE and CITY acknowledge that LEAGUE shall be solely responsible for providing all equipment and/or appliances necessary to operate the concession stand. LEAGUE shall be responsible for any required Permitting for operation of the concession stand. Upon execution of this Agreement, the LEAGUE shall deposit with the CITY, an amount of ONE THOUSAND DOLLARS (\$1,000.00) (hereinafter, "the deposit"). The Deposit is to ensure that the Facility is returned in good operating condition and thoroughly cleaned. LEAGUE shall be entitled to a return of some or all of the deposit if:

3.2 Based on an inspection conducted by the City Manager within ten (10) days after the conclusion of the last regularly scheduled baseball game, he/she determines that no cleaning, repairs, or replacements are necessitated.

IV. TERM

4.1 The Initial Term of this Agreement shall commence on the 1st day of January 2024 and expire on the 31st day of December 2024. (the "Initial Term"). The Agreement shall renew at

the end of the Initial Term for up to five (5) additional one-year terms (“Subsequent Terms”) unless either party provides written notice of termination at least sixty (60) days before the end of the then current term. The Initial Term and any Subsequent Terms are collectively referred to as the “Term”.

V. USAGE:

5.1. LEAGUE shall be permitted to utilize the Facility only for the purpose of Frenship Youth Baseball and activities directly related thereto.

5.2 Usage of the fields shall be limited to the hours of 7 am to 11:30 pm.

VI. SUBJECT

6.1 This Agreement is subject to all existing and future applicable State and Federal acts and regulations.

VII. UTILITIES

7.1 LEAGUE is forbidden to alter existing electrical wiring systems, water lines, or any other utilities without prior approval from the City. This does not include necessary repairs. LEAGUE is forbidden to modify, repair, install, or otherwise work on Field lighting without express written consent from the City Manager.

VIII. MAINTENANCE.

8.1 LEAGUE shall clean up any debris and trash each day any of the Fields are utilized by the LEAGUE for any reason and shall prevent garbage, refuse, junk, and discarded or unused material from accumulating at the Facility. All bathrooms shall be kept clean and shall be properly furnished with paper goods at all times. The concession stand and press box shall be maintained in a clean and orderly manner. In the event the City Manager determines that the facilities are not maintained as required, he/she shall notify the League that corrective measures are required within 72 hours. Failure by the League to correct the noted deficiencies within the allotted 72 hours may result in termination of this Lease.

8.2 All motor-driven equipment shall be kept secured within an enclosure except when in actual use. Any person operating motor-driven equipment in the Facility or on other City owned property shall possess a valid driver’s license. At no time will people under the age of sixteen (16)

be allowed to operate any motor-driven equipment in the park area.

8.3 LEAGUE shall maintain all playing Fields during the Term of this Agreement, including mowing of playing fields and irrigation heads, and the CITY shall maintain and mow all non-playing grass areas both inside and outside the complex. City shall also be responsible for the repair of field lighting, and any irrigation component that is more than 12 inches deep. Generally, the fields may be irrigated on Sunday and Wednesday nights between the hours of 10 pm and 10 am the following morning. Unless conditions prevent, the City agrees to allow additional watering cycles in accordance with the then-current Drought Contingency Plan, if LEAGUE overseeds the fields in the Fall. LEAGUE shall abide by all applicable irrigation restrictions. CITY shall retain the right to approve and control field maintenance as it alone shall deem proper.

8.4 Playing fields shall be maintained in safe condition, smooth and free of holes. LEAGUE shall be solely responsible for compliance with this requirement.

IX. AUTOMOBILE PARKING AND ACCESS

9.1 Parking shall be in designated areas. "No parking" areas shall be enforced in accordance with appropriate City Ordinance(s). No signs or appurtenances shall be placed upon structures at the Facility without prior approval of the CITY. Locks at the Facility or any other property owned by the CITY may not be changed unless the LEAGUE has obtained the written consent of the City Manager. LEAGUE shall ensure CITY has current copies of all keys to the Facility. City is responsible for maintaining the parking lot and roads into the facility and agrees to groom parking lots and roadways prior to the beginning of each season. League agrees to notify City at least 60 days prior to the start of each season to allow adequate time for City to complete this task.

9.2 Automobile parking inside the baseball complex shall only be allowed for deliveries. Parking shall be limited to a reasonable period to permit loading and unloading.

X. SIGNS

10.1 All advertising signs shall be removed two (2) weeks after the last regularly scheduled LEAGUE activity, but no later than the 15th day of November during each year during the Term of this Agreement.

XI. IMPROVEMENTS

11.1 During the term of the agreement, LEAGUE may make improvements to the facility as deemed appropriate and as approved by the CITY. These improvements may include but not be limited to improvements to the infield, turf, dugouts, fences/backstops, concession stand, bleachers, and scoreboards. Improvements will also include additions to the facility such as a scoreboard or additional lighting. All improvements or additions must be approved by the City Manager, and will be considered permanent and the property of the CITY.

XII. GARBAGE

12.1 The CITY shall provide a minimum basic dumpster and service thereof during the term hereof. The CITY will maintain dumpsters outside the complex adequate to meet the needs of the LEAGUE.

XIII. SUBLEASING PROHIBITED

13.1 LEAGUE shall not sublease the Facility without prior written consent of the CITY.

XIV. ASSIGNMENT

14.1 LEAGUE shall not assign, transfer, or convey any of its rights, responsibilities, or duties under this Agreement to any person, firm, or corporation without the written consent of the CITY.

XV. REPORTING

15.1 LEAGUE agrees to provide an Annual Report to the Wolfforth City Council on or before September 30 of each year. The report shall provide, at a minimum:

- a. Demonstration of performance and compliance with this agreement.
- b. Documentation of observations, changes, repairs, investments, improvements and/or needs for or to the facility as seen by the LEAGUE.
- c. Requests for improvements

15.2 The Annual Report shall provide the LEAGUE and the CITY the opportunity to exchange information, expectations, observations, and any other information the CITY requests, to determine satisfactory performance under this agreement by LEAGUE.

XVI. INSURANCE COVERAGE

16.1 During the Term of the Lease, LEAGUE shall maintain in full force and effect insurance not less than the amounts hereinafter specified, insuring the CITY against public liability, products liability, property damage, and general liability. LEAGUE shall, before January 31 of each year, furnish CITY a Certificate of Insurance covering the foregoing in an amount not less than FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000) for property damage, and not less than ONE MILLION DOLLARS AND NO/100 (\$1,000,000) for personal injuries, death, or general liability arising out of any one accident or other cause.

XVII. INDEMNITY

17.1 LEAGUE shall indemnify, defend and hold harmless the CITY, its officers, agents, and employees from any and all liabilities, claims, demands, actions, losses, damages and costs, including all cost of defense thereof causing by or arising out of, or in any way relating to LEAGUE'S use of the Facility or occurring on the Facility during the Term of this Lease, including claims, liabilities, and actions based upon nuisance. Upon demand, LEAGUE shall, at its own expense, defend the CITY, its officers, agents, and employees against any and all such liabilities, claims, demands, actions, losses, damages, and costs.

XVIII. AS IS

18.1 The Facility is leased in an "as is" condition without warrant of its fitness for the use set forth in this Agreement. Prior to the execution of this Agreement, the Facility shall be inspected jointly by the parties hereto and execution hereof conclusively evidences inspection and acceptance of the Facility by LEAGUE.

XIX. TERMINATION PRIOR TO EXPIRATION

19.1 In addition to the right to terminate for lack of maintenance, the CITY shall have a right to terminate this Lease in whole or in part upon the breach of this Agreement by the LEAGUE for failure to perform and/or keep or observe any of the terms, covenants and conditions which it is obligated to perform, keep, or observe under this Lease, after the expiration of a fifteen (15) day period following a request for compliance given in writing by the City Manager to the LEAGUE;

addressed to, or hand delivered to the League President. In the event the LEAGUE holds or allows an event to take place at the Facility in violation of Section II of this Agreement, allows another entity to use any part of the Facility or subleases any part of the Facility, the CITY may immediately terminate this Agreement by providing written notice to the LEAGUE that this Agreement is terminated.

XX. RIGHTS AFTER TERMINATION

20.1 If termination occurs prior to the expiration of the then current term, the CITY shall have the right (unless otherwise specified by the CITY in the Termination Notice), at once and without further notice to the LEAGUE, to enter and to take possession of the Facility and expel, oust, or remove any and all parties who occupy any portion of the Facility covered by this Lease; the CITY may take into its possession any and all goods and property belonging to the LEAGUE which may be in or upon same without liability for prosecution or any claim for damages. Upon termination by the CITY, all rights, powers and privileges of the LEAGUE shall cease, and the LEAGUE shall immediately vacate all space occupied by it under this Lease. LEAGUE shall be permitted to reclaim merchandise and other personal property which it placed upon the Facility and which is not affixed thereto, all in a manner and at a time mutually agreed upon by the parties hereto.

XXI. BREACH

21.1 Without waiving the foregoing, any breach of this Lease by LEAGUE shall entitle the City to all rights, remedies, and privileges allowed by law.

XXII. SURRENDER

22.1 At the expiration or termination by notice of non-renewal of this Lease, LEAGUE shall peaceably deliver possession of the Facility to CITY in as good condition as at the commencement of the Lease, normal wear and tear excepted.

XXIII. CO-PARTNERSHIP DISCLAIMER

23.1 Nothing in the Agreement is intended or shall be construed to create or establish the relationship of a joint-venture, partnership or co-partners between the parties hereto, or as

constituting the LEAGUE as an agent or representative of the CITY for any purpose or in any manner whatsoever.

XXIV. NOTICES

24.1 Any notice to the CITY shall be sufficient if sent by certified mail, postage prepaid, addressed to the City Manager, City of Wolfforth, P.O. Box 36, Wolfforth, TX 79382, or hand delivered and receipted by the City Manager. Any notices to the LEAGUE shall be sufficient if sent by certified mail, postage prepaid, addressed to recipient below, or if emailed to the address provided by the League:

Cary Sallee
Name
PO Box 655
Address
Wolfforth, TX 79382
City, State, Zip

XXV. TIME OF ESSENCE

25.1 Time is of the essence and all of the terms and provisions of this agreement shall extend to, be binding upon, and inure to the benefit of the respective parties hereto.

XXVI. NON-DISCRIMINATION

26.1 No person, on the grounds of race, color, sex, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities. However, it is understood by CITY and LEAGUE that the park was developed for residents of the City of Wolfforth. In no event may the LEAGUE implement any program or policy which would or might favor the participation of participants from outside of the City of Wolfforth or limit the ability of residents of the City of Wolfforth to participate.

XXVII. MISCELLANEOUS

27.1 This Lease and the covenants herein shall be binding upon both parties hereto.

XXVIII. NUISANCE

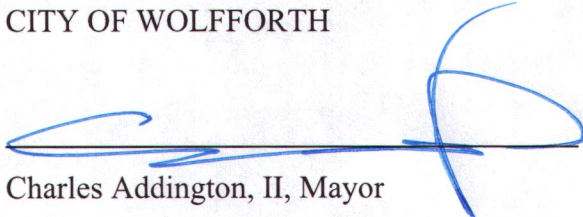
28.1 No utilization will be made of the Facility that shall create a nuisance.

XXIX. ALCOHOLIC BEVERAGES

29.1 No alcoholic beverages shall be allowed in Patterson Park, of which the Facility is a part. Wolfforth City Ordinance No. 190 will be strictly enforced.

EXECUTED this 5th day of February, 2024

CITY OF WOLFFORTH



Charles Addington, II, Mayor

FRENSHIP YOUTH BASEBALL

Cary Sallee
Cary Sallee (Jan 24, 2024 21:01 CST)

President









Frenship Youth Baseball Lease Agreement Final Jan 22 2024 (4)

Final Audit Report

2024-01-25

Created:	2024-01-23
By:	Jaka Lomas (sleal@wolfforthtx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA824FiRaQMLSdtgSGmpRx0ZeWXBX7OJUN

"Frenship Youth Baseball Lease Agreement Final Jan 22 2024 (4)" History

-  Document created by Jaka Lomas (sleal@wolfforthtx.us)
2024-01-23 - 4:12:50 PM GMT
-  Document emailed to rcriswell@wolfforthtx.us for signature
2024-01-23 - 4:14:40 PM GMT
-  Email viewed by rcriswell@wolfforthtx.us
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-  Document e-signed by Cary Sallee (ldfyb3@gmail.com)
Signature Date: 2024-01-25 - 3:01:04 AM GMT - Time Source: server
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2024-01-25 - 3:01:04 AM GMT



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	October 7, 2024
ITEM TITLE:	Consider and take appropriate action on request to limit vehicular traffic in Frenship Mesa on Halloween night
STAFF INITIATOR:	Rick Scott, ACM

BACKGROUND:

Several residents in the Frenship Mesa neighborhood have, over the years, hosted Halloween night festivities that have drawn an increasingly larger number of visitors. Some of those residents reached out to request that vehicular traffic in the neighborhood be limited to just residents during the hours in which their neighborhood is the busiest due to the number of pedestrians participating in the Halloween festivities.

City staff met with several residents and agreed that, in the interest of safety, it would be best to restrict non-resident vehicular access between the hours of 5:30 PM and 9:30 PM on Halloween night.

This would be an event that would be worked by City Staff who would man a command post at the event and all the points of ingress/egress to the neighborhood. The plan would be to prohibit non-resident vehicular traffic within the neighborhood. We would not limit the movement of residents within the community but would ask that they enter and exit from a specific location that would be manned by a uniformed police officer. Residents wishing to come and go during the evening will be provided with a vehicle pass so that officers manning entry/exit points will know that they are a resident.

If this event is approved there will be unbudgeted overtime expenses associated with the extra staff needed to work such an event. The required staff is estimated to be between 6 and 8 employees. Due to the limited number of available employees and other commitments this may necessitate that some of the law enforcement personnel be brought in from an outside agency.

The residents that we met with have begun communicating this plan with their neighbors and, if approved, we will share the plan through social media and our web site.

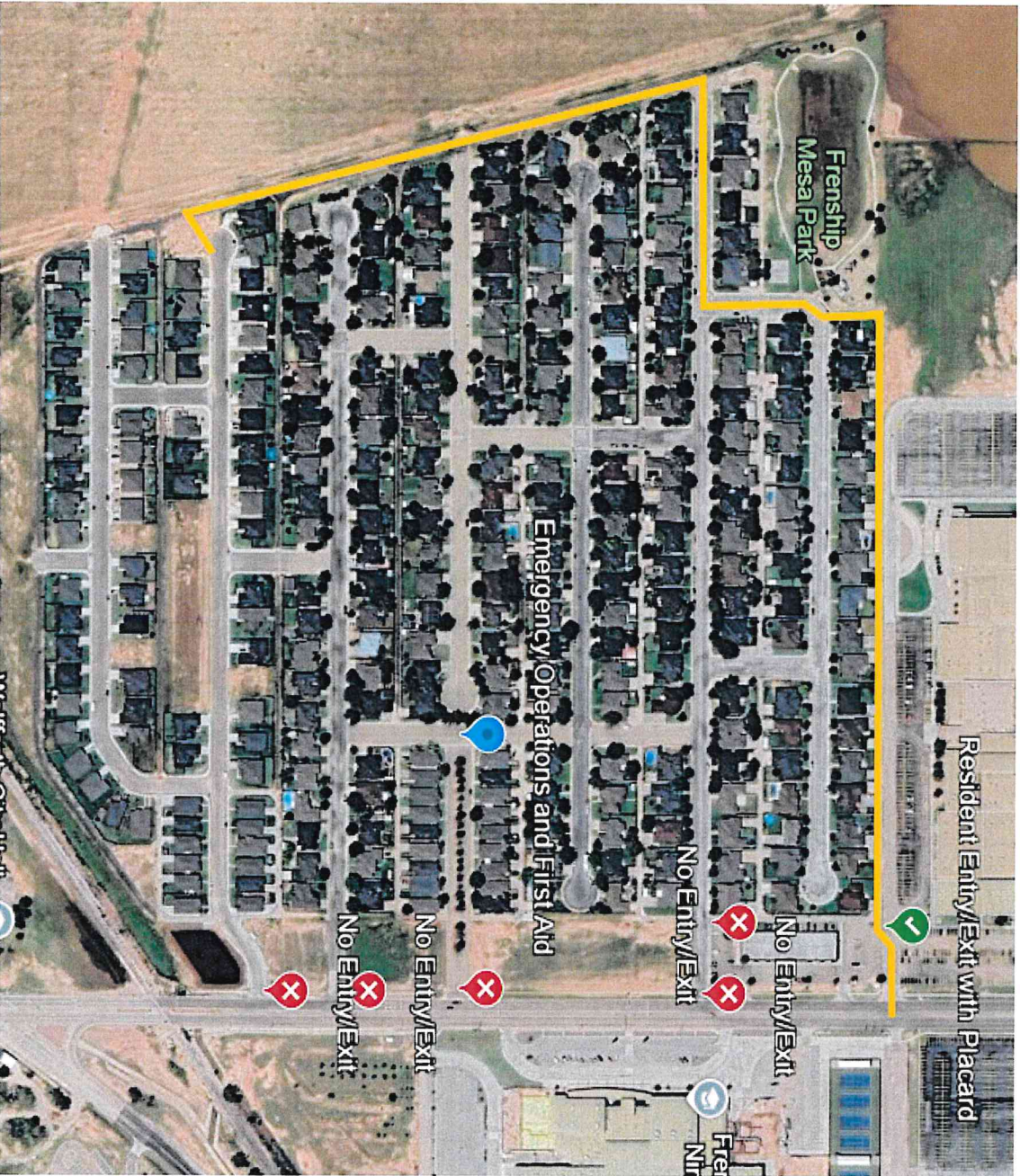
EXHIBITS:

Google Maps print out depicting proposed closures

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff requests approval to proceed with the plan as presented.

2024 Frenship Mesa Halloween Trick or Treat



Motor Vehicle Travel

Green-

Resident Entry/Exit

Red-

No Entry/Exit

Yellow-

Entry/Exit Path

Entry/Exit via FHS parking lot.

Several parking blocks between FHS and shopping center removed.

Must have Frenship Mesa resident placard for motor vehicle entry/exit.

EOC/First Aid at Raider BLVD and Aspen AVE



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	October 7, 2024
ITEM TITLE:	Receive report from staff on recent Bond Rating analysis from S&P Global
STAFF INITIATOR:	Randy Criswell, City Manager

BACKGROUND:

On September 19, we participated, along with Paul Jasin of Specialized Public Finance in a ratings call with representatives from S&P Global. This is a typical part of the debt issuance process. The purpose of the Bond Rating is for S&P Global as a third party to basically rate our creditworthiness. Oversimplified, it's something like a credit score for individuals, but FAR more complex. Our Bond Rating will be considered when potential bidders are looking at buying our debt.

Previously our bond rating was AA-, which as I've stated is a very good bond rating for a city of our size. I'm proud to announce that after our ratings call, **we've been upgraded to AA**. There are two documents attached as exhibits that reflect the new rating and discussion of the reasons for the upgrade.

We've worked really hard to be where we are right now. You, the Council, have been supportive of everything I told you we needed to do, and we did it. We implemented Tyler, we changed personnel, we adopted and changed policies, we re-invented our investment and banking strategy, we adopted new management strategies, and we moved Wolfforth one more step into the future. I'm very proud of our work. This new rating will most certainly save us money on our upcoming debt.

I've also included a comparison of our new Bond Rating to some other area cities. I think you'll see we're in strong company.

EXHIBITS:

S&P Global Letter

S&P Global criteria

Comparison to other area cities

COUNCIL ACTION/STAFF RECOMMENDATION:

Report only, no action necessary.

11511 Luna Road
Suite 500
Farmers Branch, TX 75234
tel (214) 871-1400
reference no.: 1817303

S&P Global Ratings

September 27, 2024

City of Wolfforth
PO Box 36
302 Main St
Wolfforth, TX 79382
Attention: Randy Criswell, City Manager

Re: ***US\$14,000,000 City of Wolfforth, Texas, Tax and Waterworks and Sewer System Revenue Certificates of Obligation, Series 2024, dated: October 30, 2024, due: February 01, 2054***

Dear Randy Criswell

Pursuant to your request for an S&P Global Ratings rating on the above-referenced obligations, S&P Global Ratings has assigned a rating of "AA" . S&P Global Ratings views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

This letter constitutes S&P Global Ratings' permission for you to disseminate the above-assigned ratings to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements or to allow the Issuer to comply with its regulatory obligations) will become effective only after we have released the ratings on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable. Any such dissemination shall not be done in a manner that would serve as a substitute for any products and services containing S&P Global Ratings' intellectual property for which a fee is charged.

To maintain the rating, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to: pubfin_statelocalgovt@spglobal.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website,

Please send hard copies to:
S&P Global Ratings
Public Finance Department
55 Water Street
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

S&P Global Ratings is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

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a division of Standard & Poor's Financial Services LLC

al
enclosures

cc: ***Donna Watson***
Monica Melvin
Rudy Segura

S&P Global Ratings
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Item # 14.

RatingsDirect®

Summary:

Wolfforth, Texas; General Obligation

Primary Credit Analyst:

Sam Krouse, Austin (1) 214-871-1409; sam.krouse@spglobal.com

Secondary Contact:

Karolina Norris, Dallas + 1 (972) 367 3341; Karolina.Norris@spglobal.com

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Outlook

Credit Opinion

Related Research

Summary:**Wolfforth, Texas; General Obligation****Credit Profile**

US\$14.0 mil tax and wtrwks and swr sys rev certs of oblig ser 2024 dtd 10/30/2024 due 02/01/2054

<i>Long Term Rating</i>	AA/Stable	New
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Wolfforth GO

<i>Long Term Rating</i>	AA/Stable	Upgraded
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Credit Highlights

- S&P Global Ratings raised its rating on Wolfforth, Texas' certificates of obligation and general obligation (GO) debt one notch to 'AA' from 'AA-'.
- S&P Global Ratings also assigned its 'AA' rating to the city's proposed \$14 million series 2024 combination tax and revenue certificates of obligation.
- The rating reflects the application of S&P Global Ratings' criteria, "Methodology For Rating U.S. Governments," published Sept. 9, 2024, on RatingsDirect.
- The outlook is stable.
- The rating action reflects our view of the city's growing economy with high income, forward-looking management, and positive finances.

Security

The certificates and GO bonds are direct obligations of the city, payable from an ad valorem tax, levied within the limits prescribed by law, on all taxable property within the city. The maximum allowable rate in Texas is \$2.50 per \$100 of assessed value for all purposes with the portion dedicated to debt service limited to \$1.50. The city's levy is well below the maximum at 78 cents, 15 cents of which is for debt service in fiscal 2025. We rate the GO debt on par with our view of the city's general creditworthiness because the property tax base supporting the obligations is coterminous with the city; we see no unusual risk regarding the fungibility of resources or the city's willingness to support the debt.

A limited pledge of the city's waterworks-and-sewer-system-surplus revenue remaining after all operations-and-maintenance expenses additionally secures the certificates, as well as debt service and other requirements connected with any existing revenue bonds or other obligations. Due to the limited nature of the revenue pledge, we base our rating on the city's GO pledge.

Officials intend to use series 2024 certificate proceeds to finance waterworks-and-sewer-system improvements.

Credit overview

The rating reflects our opinion of the city's rapid tax base growth, coupled with considerably higher income compared with the surrounding area and a history of positive operating results aided by strong revenue growth, somewhat offset

by elevated debt.

Due to what, in our opinion, will likely remain a strong revenue performance, underpinned by a growing local economy, we expect limited downside rating pressure through the two-year outlook. However, we think operating pressure from the swiftly growing budget and additional debt plans somewhat constrain the rating. Wolfforth's heavy debt, still relatively small operating budget, and size of reserves somewhat limit the potential for a higher rating during the next few years. We expect rating upside over the long term will likely depend largely on substantive improvement in the nominal size and ratio of reserves compared with its growing revenue base.

Credit fundamentals supporting the rating include the city's:

- Considerably stronger local median household effective buying income compared with Lubbock County, with its per capita gross county product and personal income lagging 'AA' medians;
- History of surplus operating results, which we expect will likely continue during the two-year outlook;
- Reserves, supported by an informal 25% fund-balance policy that management plans to maintain in-line with the growing budget;
- Conservative budgeting, coupled with long-term capital planning and some formal policies--However, the city lacks long-term financial plans and a debt-management policy; and
- High per capita debt, albeit with current costs remaining manageable, with low pension and other postemployment benefit (OPEB) liabilities.
- For more information on our institutional framework assessment for Texas Counties, see "Institutional Framework Assessment: Texas Local Governments," published Sept. 9, 2024.

Environmental, social, and governance

Environmental, social, and governance (ESG) factors are neutral within our credit analysis. We acknowledge the risk of extreme drought in West Texas and the potential associated risks to local communities. However, we think regional initiatives to establish and protect raw-water supplies to support the state's greater water plan somewhat mitigate this risk. The city has also recently entered into a new water-supply contract that should accommodate the growing city during the next decade, if not more. Wolfforth's cybersecurity practices align with its peers.

Outlook

The stable outlook reflects S&P Global Ratings' expectation that Wolfforth's conservative management and growing revenue base will likely contribute to maintaining, at least, balanced operations and reserves in-line with its informal target during the next two years despite growth-related budgetary pressure.

Downside scenario

We could lower the rating if budgetary performance were to weaken, resulting in operating deficits that reduce reserves to below its informal reserve target, without a plan for timely replenishment, specifically if utility-system operations and planned rate increases do not keep pace with growing expenses and pressure the general fund. We could also lower the rating if outsized additional debt issuance were to result in a material weakening of debt metrics,

particularly current costs, to levels we no longer consider comparable with its peers.

Upside scenario

If all other factors remain equal, we could raise the rating if the city were to manage to increase reserves materially, both nominally and as a percent of the budget despite increasing expenditures associated with the rapidly growing tax base, coupled with implementing more-formal policies and practices.

Credit Opinion

Economy

Wolfforth has experienced rapid residential growth due to its location bordering Lubbock, which serves as the regional economic, education, and health-care center for a 26-county region in West Texas. While Lubbock County has experienced more-modest population growth at roughly 5.1% during the past five years, Wolfforth has grown by about 42.8% due to its rapid housing development within city limits, direct access to employment opportunities, and access to competitive kindergarten-through-12th-grade-education facilities. Market value, which has expanded by 127% during the past five years to \$886.6 million for fiscal 2025, reflects this growth.

The county's gross product and per capita income lag similar-rated peers due partially to the large student population in Lubbock County from multiple higher-education centers, including Texas Tech University. However, local economic metrics, particularly per capita income, are much higher than county and national metrics, supporting the higher rating.

Officials indicate there are multiple single-family housing developments in various stages of completion, averaging more than one rooftop completion daily. Most of the newly constructed homes are sold at higher price points than the area average, which has attracted higher earners. With more residents added annually and almost a thousand residences slated for addition to the tax base during the next few years, associated retail and commercial development has commenced, including an industrial park with a furniture warehouse and other spec buildings under construction.

With the large amount of land still undeveloped within its 2.8-square-mile territory, and additional land within its extraterritorial jurisdiction, officials do not currently expect growth will slow during the next few years. Due to its access to employment opportunities and continued residential and commercial investment, we think Wolfforth's expansion will likely continue rapidly during our two-year outlook.

Management

Wolfforth uses three-year trend analysis when formulating revenue and expenditure assumptions for its annual budgeting process and uses outside consultants, particularly when forming utility rates. Management has recently expanded its process for departmental breakdowns, and it charts accounts to better capture variances. We consider the budget forward-looking, incorporating conservative growth assumptions and growing service needs. Management reports budget-to-actual performance to the city council monthly with procedures for budget adjustments in place, if needed.

Wolfforth's formal investment-management policy is in-line with state statutes, and management provides quarterly investment reporting to the council. The city has an informal general fund balance target of maintaining 25% of

operations in reserve. The city has a multiyear capital plan that currently extends to 2029 with funding sources identified. However, the city lacks formal long-term financial planning. It does not currently have a debt-management policy.

Financial performance, reserves, and liquidity

Operating results are typically positive. Officials expect a \$800,000 surplus in fiscal 2024 due to healthy ad valorem and sales tax growth, coupled with delays in fully implementing the city's first full-time fire department, which it is converting from a volunteer fire department.

Officials balanced the fiscal 2025 budget, which incorporates the implementation of the fire department within expenditures. While the water-and-sewer fund recorded an operating loss in fiscal 2023 due partially to one-time contract payments when securing water rights for the next several decades, officials currently plan to raise both rates and impact fees to support growing operations, as well as to service annual payments for the series 2024 certificates.

We note expenditures have increased 63% between fiscal years 2020 and 2023, and it will likely continue to increase at a similar pace as the city accommodates more full-time public-safety employees and other positions as the economy grows. Property taxes were the largest general fund revenue source at 51% of expenditures, followed by sales taxes at 19% and permits and licenses at 9%. We expect the city will likely continue to post, at least, balanced results due to strong revenue growth and conservative budgeting. We also think the city will likely maintain reserves in-line with its informal target, and we do not expect any material pressure on liquidity.

Debt and liabilities

Per capita debt is high, in our view, albeit in-line with other peers experiencing rapid growth. Wolfforth plans to issue \$16.1 million of additional new-money certificates in 2025 and another \$2.75 million in fiscal 2026 to complete the remainder of its major water-infrastructure improvements. Due to rapid tax base growth and the expectation of the utility system servicing annual costs, we do not expect debt will likely decrease materially; however, current costs will likely not increase substantially. The city's privately placed series 2024 tax notes have standard bond provisions and do not constitute a contingent-liquidity risk.

We do not view pension and OPEB liabilities as an immediate credit pressure on the city because required contributions currently account for an affordable share of total governmental expenditures. In addition, net pension liability is very small on a per capita basis.

Table 1

Wolfforth, Texas--credit summary	
Institutional framework	1
Individual credit profile	2.28
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Reserves and liquidity	1
Debt and liabilities	3.25
Management	2.65

Table 2

Wolfforth, Texas--key credit metrics				
	Most recent	2023	2022	2021
Economy				
Gross county product per capita as a % of U.S.	71.0	--	71.0	71.0
County per capita personal income as a % of U.S.	80.0	--	80.0	80.0
Market value (\$000s)	886,596	587,994	497,320	434,493
Market value per capita (\$)	143,904	95,438	88,982	80,701
Top 10 taxpayers as a % of taxable value	6.6	6.5	7.9	8.9
County unemployment rate (%)	3.3	3.3	3.4	4.5
Local median household effective buying income as a % of U.S.	130.0	128.0	118.0	113.0
Local per capita effective buying income as a % of U.S.	103.0	101.0	94.0	94.0
Local population	6,161	6,161	5,589	5,384
Financial performance				
Operating fund revenue (\$000s)	--	6,919	6,430	5,216
Operating fund expenditures (\$000s)	--	6,806	5,686	5,190
Net transfers and other adjustments (\$000s)	--	45	577	6
Operating result (\$000s)	--	158	1,321	32
Operating result as a % of revenue	--	2.3	20.5	0.6
Operating result three-year average (%)	--	7.8	8.6	(0.5)
Reserves and liquidity				
Available reserves as a % of operating revenue	--	37.6	38.4	22.0
Available reserves (\$000s)	--	2,604	2,469	1,148
Debt and liabilities				
Debt service cost as % of revenue	11.3	11.3	14.8	9.3
Net direct debt per capita (\$)	5,677	3,557	4,080	4,333
Net direct debt (\$000s)	34,976	21,915	22,801	23,330
Direct debt 10-year amortization (%)	51.0	--	--	--
Pension and other postemployment benefit costs as a % of revenue	4.0	4.0	3.0	4.0
Net pension liabilities per capita (\$)	279	279	170	177
Combined net pension liabilities (\$000s)	1,722	1,722	951	954

Related Research

Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

Ratings Detail (As Of September 27, 2024)

Wolfforth tax and wtrwks and swr sys rev certs of oblig (Limited Pledge) ser 2021 dtd 11/15/2020 due 02/15/2041		
Long Term Rating	AA/Stable	Upgraded
Wolfforth tax nts		
Long Term Rating	AA/Stable	Upgraded

Ratings Detail (As Of September 27, 2024) (cont.)

Wolfforth tax nts		
<i>Long Term Rating</i>	AA/Stable	Upgraded
Wolfforth GO rfdg bnds		
<i>Long Term Rating</i>	AA/Stable	Upgraded
Wolfforth GO (ltd pledge) (BAM)		
<i>Unenhanced Rating</i>	AA(SPUR)/Stable	Upgraded
Wolfforth GO (BAM)		
<i>Unenhanced Rating</i>	AA(SPUR)/Stable	Upgraded

Many issues are enhanced by bond insurance.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.spglobal.com/ratings for further information. Complete ratings information is available to RatingsDirect subscribers at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.spglobal.com/ratings.

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City of Wolfforth, Texas

Comparison of General Obligation S&P Ratings

Issuer	GO Debt Rating	Last Review Date
Amarillo	AAA	3/12/2024
Lubbock	AA+	5/22/2024
Wolfforth	AA	9/27/2024
Midland	AA	7/22/2024
Plainview	AA-	3/22/2024
Levelland	A+	11/13/2023
Canyon	A+	11/28/2023
Littlefield	A+	5/7/2024
Abernathy	A+	1/30/2024
Big Spring	A+	9/17/2024
Childress	A	4/24/2024
Post	A-	6/25/2024
Odessa	Not Rated by S&P	
Brownfield	Not Rated	
Shallowater	Not Rated	
Idalou	Not Rated	

S&P Rating Scale	
Investment Grade Ratings	
AAA	
AA+	
AA	
AA-	
A+	
A	
A-	
BBB+	
BBB	
BBB-	
Non-Investment Grade	



AGENDA ITEM COMMENTARY

MEETING NAME: City Council
MEETING DATE: October 7, 2024
ITEM TITLE: Consider and take appropriate action on Ordinance No. 2024-035, authorizing the issuance and sale of \$12.75 million Certificates of Obligation.
STAFF INITIATOR: Randy Criswell, City Manager

BACKGROUND:

At 930 am Monday morning, October 14, bids will be accepted for the sale of \$12.75 million in Certificates of Obligation for the construction of phase one of our Capital Improvements Plan. Once those bids are opened, they will be evaluated by our Financial Advisor, Paul Jasin of Specialized Public Finance, who will be present at the meeting to present the bids, his recommendation, and answer any questions you may have.

EXHIBITS:

Draft ordinance

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends adoption of Ordinance No. 2024-035

ORDINANCE NO. 2024-035

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF WOLFFORTH, TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR WATER SYSTEM IMPROVEMENTS, SERIES 2024; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES OF OBLIGATION; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT.

**THE STATE OF TEXAS §
COUNTY OF LUBBOCK §
CITY OF WOLFFORTH §**

WHEREAS, the City Council of the City of Wolfforth, Texas, deems it advisable to issue Certificates of Obligation in the amount and for the purposes hereinafter set forth;

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code;

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation, and said notice has been duly posted on the City's internet website and duly published in a newspaper of general circulation in said City, said newspaper being a "newspaper" as defined in §2051.044, Texas Government Code;

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be to the best interest of the City that said interest-bearing Certificates of Obligation be issued; and

WHEREAS, It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Wolfforth, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$[12,750,000] for paying all or a portion of the Issuer'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 therefore; and (ii) paying legal, fiscal and engineering fees in connection with these projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF WOLFFORTH, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION FOR WATER SYSTEM IMPROVEMENTS, SERIES 2024," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated October 1, 2024, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the underwriter as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

<u>Years</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>	<u>Years</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
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The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints [BOKF, NA, Dallas, Texas], to serve as paying agent and registrar for the Certificates (the "Paying Agent/Registrar"). The Mayor or City Manager is authorized and directed to execute and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as

herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Certificate certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (i) and (j) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Issuer Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Blanket Issuer Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered

owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the Underwriter of the Certificates or its designee, executed by manual or facsimile signature of the President and Secretary of the Board, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall insert the Issuance Date on Certificate No. T-1, cancel each of the initial Certificates and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates

initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF WOLFFORTH, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION FOR WATER SYSTEM IMPROVEMENTS SERIES 2024	PRINCIPAL AMOUNT \$ _____
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Interest Rate	Delivery Date	Maturity Date	CUSIP No.
	October 30, 2024	February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Wolfforth, in Lubbock County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on February 15, 2024 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of BOKF, NA, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled

payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated October 1, 2024, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[12,750,000] for paying all or a portion of the Issuer'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 therefore; and (ii) paying legal, fiscal and engineering fees in connection with these projects (collectively, the "Project").

ON FEBRUARY 15, 2034, or any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

[THE CERTIFICATES scheduled to mature on February 15 in the years 20__, 20__, 20__, 20__ and 20__ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Certificate
Maturity: February 15, 20__

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
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Term Certificate
Maturity: February 15, 20__

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
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Term Certificate
Maturity: February 15, 20__

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
----------------------------------	-------------------------

Term Certificate
Maturity: February 15, 20__

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
----------------------------------	-------------------------

Term Certificate
Maturity: February 15, 20__

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
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The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 45 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall

have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.]

AT LEAST 30 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any

such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the surplus net revenues of the Issuer'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 Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or any part of the net revenues of the Issuer's waterworks and sewer system, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a

series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

BOKF, NA
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto:

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____ the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF WOLFFORTH, TEXAS, in Lubbock County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
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(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2024, and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 5. TAX LEVY; INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. Any amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by and payable from revenues of the Issuer's waterworks and sewer system (the "System") that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the System, such revenues constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit, or budgeted for deposit as hereinafter provided, in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to subsection (a) of this section may be reduced to the extent and by the amount of the revenues then on deposit, or budgeted for deposit as hereinafter provided, in the Sinking Fund. However, if the Surplus Revenues are budgeted for deposit into the Interest and Sinking Fund, the Issuer:

(i) shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Surplus Revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the Certificates; and

(ii) shall at all times maintain and collect sufficient System rates and charges in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System, produce net revenues in an amount sufficient to pay all outstanding revenue bonds and other obligations of the Issuer which are secured in whole or in part by a pledge of revenues of the System and for which the Issuer is budgeting the repayment of such obligations from the revenues of the System.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted

by the Issuer under this Section, is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986 (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less, or, in the case of current refunding bonds, for a period of 90 days or less, until such proceeds are needed for the purpose for which the Certificates or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the holders of the Certificates. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, City Secretary, City Manager and the Director of Finance of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 9. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT;
FURTHER PROCEDURES.

(a) The Certificates are hereby sold and shall be delivered to BOK Financial Securities, Inc. (the "Initial Purchaser") for cash at a purchase price of \$[] (representing the par value of the Certificates of \$[], plus a cash premium of \$[]), pursuant to the terms and provisions of an Official Notice of Sale and Bidding Instructions, Official Bid Form, and Preliminary Official Statement in substantially the form presented at this meeting, which the Mayor is hereby authorized to execute and deliver. The Initial Certificate shall be delivered to the Initial Purchaser, and the Initial Purchaser shall have the right to exchange the Initial Certificate as provided in Section 3 hereof without cost. The Initial Certificate shall be registered in the name of the Initial Purchaser or the Initial Purchaser's nominee. It is officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

(b) It is hereby officially found, determined and declared that the Certificates have been sold in a public sale to the Initial Purchaser, after receiving sealed bids pursuant to an Official Notice of Sale Bidding Instructions and Official Bid Form. Before being awarded the winning bid, the Initial Purchaser certified to the Issuer in the Official Bid Form that either it filed the disclosure form required under Section 2252.908, Texas Government Code, or that it is exempt from the disclosure form filing requirements of the Texas Ethics Commission pursuant to Section 2252.908(c)(4), Texas Government Code. The sale of the Certificates to the Initial Purchaser was on terms that are most advantageous to the Issuer reasonably obtained and, upon the advice of the Issuer's financial advisor, is in the best interests of the Issuer.

(c) The City Council hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto (the "Official Statement"), and approves the distribution of such Official Statement in the reoffering of the Certificates by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed. The City Council also hereby approves the form and content of both the Official Notice of Sale and Bidding Instructions and the Official Bid Form, and hereby ratifies and confirms the use of the Official Notice of Sale and Bidding Instructions and Official Bid Form for the solicitation of bids on the Certificates prior to the date hereof.

(d) The Mayor and Mayor Pro Tem, Deputy Mayor Pro-Tem, City Manager, Finance Director, and City Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall

nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the Underwriter to accept delivery of the Certificates is subject to the Underwriter being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the Underwriter. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or City Manager, and the Mayor or City Manager is hereby authorized to execute such engagement letter.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND; SECURITY FOR DEPOSITS.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2024 Certificate of Obligation Construction Fund" (the "Construction Fund") for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (A) within six months after the end of each fiscal year ending in or after 2024, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement under Tables 1 through 6 and 8 through 15 and in APPENDIX B; and (B) within 12 months after the end of each fiscal year ending in or after 2024, audited financial statements, if the Issuer commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the Issuer will provide unaudited financial information of the type in the numbered tables described above by the required time and will provide the Issuer's annual audited financial statements when and if such audited financial statements become available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Notice of Certain Events. (i) The Issuer shall file notice of any of the following events with respect to the Certificates with the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;

- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, (i) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer., and (ii) the Issuer intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Issuer shall file notice with the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with Subsection (b) of this Section by the time required by such Subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any

benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not

be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the City or the City Council.

Section 16. APPROPRIATION. To pay the debt service coming due on the Certificates, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 19. REIMBURSEMENT. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

[Section 20. PREMIUM. The Certificates are being sold at a net aggregate premium equal to \$[_____], of which amount \$[_____] shall be used to pay costs of issuance and \$[_____] shall be deposited to the Construction Fund established pursuant to Section 12 hereof and used to pay the lawful costs of the Projects]

[Remainder of page intentionally left blank]



AGENDA ITEM COMMENTARY

MEETING NAME: City Council
MEETING DATE: October 7, 2024
ITEM TITLE: Consider and take appropriate action on update from Kimley-Horn regarding progress and schedule of elevated storage tank project.
STAFF INITIATOR: Randy Criswell, City Manager

BACKGROUND:

As we've prepared, we're moving ahead to put the elevated storage tank project out for bids. I've asked our engineers from Kimley Horn to bring you a brief presentation to inform you of the proposed bid schedule. Our goal is to bring you a contract for award, within a handful of days of receipt of the proceeds from our CO's.

Please think about this one item: Do you want a logo or wording on the tank and if so, what?

EXHIBITS:

COUNCIL ACTION/STAFF RECOMMENDATION:

Council discretion.



AGENDA ITEM COMMENTARY

MEETING NAME: City Council Meeting

MEETING DATE: October 7, 2024

ITEM TITLE: Consider and take appropriate action on approval of Solitaire mobile home for Fire EMS personnel.

STAFF INITIATOR: Lance Barrett

BACKGROUND:

City of WolfForth Fire EMS received one single bid for living quarters for personnel. This bid was from Solitaire Homes of Lubbock. This is the mobile home we were hoping to get. This is a brand new double wide mobile home. This mobile home will be placed directly behind the Fire EMS offices.

UCA has installed a 6” water line with a fire hydrant that ends next to the new barn. This allows us to have water service to the barn and will serve as the service line to the new mobile home! We are now able to fill apparatus, wash apparatus, and clean the barn.

The sewer lift station has been ordered and should be here in 2-3 weeks to be installed once the mobile home is set. Electricity has been designed by Xcel and Commercial Electric and will be ran underground once the mobile home is set.

R&J Dirt has been approved to complete the pad for the mobile home. I anticipate this to be completed in the next couple of weeks.

EXHIBITS:

- Original bid specifications for mobile home
- Bid proposal from Solitaire Home of Lubbock

COUNCIL ACTION/STAFF RECOMMENDATION:

We are wanting approval from council to move forward with the proposed purchase of this home.

Solitaire Homes of Lubbock

1611 N. University Ave.

Lubbock, TX 79415

806-744-0991

SLS707-01@cavco.com

Earnest Money Contract

In this contract the words I, ME and MY refer to the Buyer and Co-Buyer signing this contract. The words YOU and YOUR refer to the Dealer/Retailer/Seller. Subject to the terms and conditions in the Warranties and Notices, you agree to sell and I agree to purchase the following described unit.

BUYER(S) Wolfforth Fire Department c/o Barrett
 ADDRESS 302 main st. Wolfforth, Tx 79382
 DELIVERY ADDRESS TBD. Wolfforth, TX 79382
 DELIVERY COUNTY Lubbock PHONE (806)548-1377
 SALESPERSON Scott Smith SALESPERSON LICENSE # MHSLSP00048651

F. Pricing Itemization: <input type="checkbox"/> FINANCED <input checked="" type="checkbox"/> CASH	
BASE CASH PRICE	\$130,000.00
TAXABLE OPTIONS / IMPROVEMENTS	
TAXABLE SUB-TOTAL	\$130,000.00
NON-TAXABLE OPTIONS/ IMPROVEMENTS	
TOTAL BASE PRICE	\$130,000.00
INVENTORY TAX	\$196.73
SALES TAX (If not included above)	
FEES	\$155.00
TOTAL HOME VALUE (Insurance Value)	\$130,351.73
INSURANCE (TERM: _____ Months)	
EXTENDED SERVICE CONTRACT	INC
LENDER PREPAID FINANCE CHARGES	N/A \$0.00
TOTAL CASH PRICE	\$130,351.73
TRADE-IN ALLOWANCE	
LESS BAL. DUE ON ABOVE	
NET ALLOWANCE	
DEPOSIT (*)	\$1,000.00
ADDITIONAL CASH DUE BY:	
OTHER DOWN PAYMENT:	
REFUNDABLE DEPOSIT	
LESS TOTAL CREDITS	\$1,000.00
LOAN AMOUNT (including points)	\$129,351.73
LESS LENDER PREPAID FINANCE CHARGES	N/A \$0.00
UNPAID BALANCE OF CASH SALES PRICE	\$129,351.73

A. Manufactured Home:

NEW USED -- IF 'NEW': STOCK SPECIAL ORDER

Solitaire Elliott Manufactured Homes 650EM28603A 2024 163763 3 2
 MANUFACTURER MODEL YEAR STOCK NUMBER # BEDRMS # SECTIONS

LABEL DECAL NUMBERS	ID OR SERIAL NUMBERS	SIZE (Excluding Hitch)
NTA2209261	SLT6500K23-10155A	14 X 60
NTA2209262	SLT6500K23-10155B	14 X 60
		0 X 0
		0 X 0

Insulation Information:	LOCATION	R-VALUE	THICKNESS	TYPE OF INSULATION
THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CFR, SECTION 460.16.	CEILING	30.00	10	
	EXTERIOR	19.00	5.5	
	FLOORS	22.00	7	

B. Contract Options:

See attached Contract Options pages for specific optional equipment.

C. Lender Information:

Loan Type: Chattel Mortgage (Land/Home)

D. Trade-In:

Make: _____ Model: _____ Year: _____
 Serial # _____ Bedrooms: _____ Size: _____
 Title # _____ Color: _____
 Lien Holder: _____ Payoff Amount: _____
 TRADE-IN DEBT TO BE PAID BY: BUYER SELLER
 I/We represent and warrant that good and marketable title to the trade-in described will be delivered to Seller at closing, that the trade-in is free from all liens or encumbrances except as set forth, and that all taxes levied against the trade-in have been paid.

E. Remarks and Notices:

If this contract requires the ordering of services which include, but are not limited to, an appraisal title search, survey, perc test, permits, site inspections, and soil test, I/we agree to pay for such services by having them withheld from my/our deposit. I/we understand that once such services have been ordered, payment for them are non-refundable.

_____ Initial _____ Initial

Right of Rescission: This earnest money contract may be rescinded no later than the THIRD (3rd) DAY after the date that this contract is signed without penalty or charge by notifying _____ at _____ 1611 N. University, Lubbock, TX 79415 by mail or telegram sent no later than midnight of third (3rd) day following the contract date.

G. Additional Information:

During extraordinary times caused by natural disasters such as hurricanes, or other strains on the economy such as pandemics, the demand for the materials used in the construction of manufactured and modular homes may cause price increases which are beyond the control of the manufacturer or of Palm Harbor Villages, Inc. (PHV). Therefore, under the terms of this Earnest Money contract (the "Contract"), PHV reserves the right to increase the price of the home based on any surcharges for materials it receives from the manufacturer. Customer will receive thirty (30) days advance notice of any such increase, and at the customer's option, for this reason and only this reason, this Contract may be canceled.

The surety bond # below applies to this transaction in the following manner: The bond is issued to the Texas Manufactured Homeowners' Recovery Fund (the "Fund"), a fund described in the Texas Manufactured Housing Standards Act (Tex. Occ. Code, Chapter 1201) and administered by the Director. If the Fund makes a payment to a consumer, the Fund will seek to recover under the surety bond. The obligation of the Fund to compensate a consumer for damages subject to reimbursement by the Fund is independent of the Fund's right or ability to recover from the bond # below, but recoveries on surety bonds are an important part of the Fund's ability to maintain sufficient assets to compensate consumers. There can be no assurance that the Fund will have sufficient assets to compensate a consumer for a covered claim. Assuming it has sufficient assets to compensate a consumer for a covered claim, the liability of the Fund is limited to actual damages, not to exceed \$35,000.

THIS CONTRACT IS SUBJECT TO ARBITRATION AND IS THE FULL AND COMPLETE CONTRACT. THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN YOU AND ME. NO OTHER REPRESENTATION OR INDUCEMENT SPOKEN OR WRITTEN HAS BEEN MADE WHICH IS NOT CONTAINED IN THE CONTRACT. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN.

* I/We received the Texas disclosure titled "Making an informed decision about buying a Manufactured Home" prior to completing a credit application or more than 1 day before signing this agreement.
 * If my/our type of loan is Chattel (Home Only), I/We acknowledge receipt of this offer 24 hours prior to signing this contract.
 I/We understand all pages of this contract and understand that the Earnest Money Contract is fully executed and binding when signed by Palm Harbor Homes and me/us.

Solitaire Homes MHDRET00032802 BUYER SIGNATURE: _____ Date _____
 Retailer Retailer License # Surety Bond # Birthdate: 10/11/1975 Driver's License # & State: Tx 1553548
 Offered By: Scott Smith Offer Date: 9-17-24 CO-BUYER SIGNATURE: _____ Date _____
 Printed Name: Scott Smith License #: 48651 Birthdate: _____ Driver's License # & State: _____

INVITATION FOR BIDS

The City of Wolfforth, Texas will receive bids for the purchase of an approximately 30' x 60' manufactured home until 2:00 pm on the 30th day of September, 2024, at Wolfforth City Hall, 302 Main Street, Wolfforth, Texas, 79382, mailing address: City of Wolfforth, PO Box 36, Wolfforth, TX, 79382, at which time and place all bids received will be publicly opened and read aloud.

Bids are invited for the following:

One, approximately 30' x 60' manufactured home, delivered and set up. The home must be from a factory authorized dealer of the said manufacturer. All manufactured housing units shall conform to the State of Texas standards for manufactured housing: anchorage, tie downs, and blocking. Delivery must be made no later than 30 days after acceptance of the bid. Delivery and set up will be at Wolfforth Fire EMS, 306 Main Street, Wolfforth, TX 79382. Transportation and installation must conform to the City of Wolfforth Code of Ordinances and with all Federal and State Laws and Rules regarding manufactured housing.

Bids should include a description of the proposed manufactured home including the name of the manufacturer, model, dimensions, and a specification list addressing the items listed below.

Home should meet or exceed the following specifications:

1. 3-bedroom, 2 full bathrooms.
2. Approximately 1600 square feet.
3. Setup to include but not limited to:
 - a. Smart panel skirting installed and painted to match.
 - b. Standard block and level to state of Texas requirements
 - c. State of Texas approved anchor system
 - d. (1) temporary access step for rear entry / exit installed.
 - e. (1) ADA approved access step for front entry / exit installed.
 - f. Air conditioning unit with installation.
 - g. Interior trim out.
4. 5-year protection plan.
5. 12-year limited structural warranty.
6. Exterior construction features:
 - a. LP smart panel siding with 50-year limited warranty.
 - b. Vinyl framed; ENERGY STAR certified dual glazed Low-E windows.
 - c. 12-inch residential eaves.
 - d. 2x6x16" on center exterior walls.
 - e. 19/32" plywood floor decking.
 - f. 40-gallon electric dual element water heater.
 - g. Metal roofing.
 - h. Standard dormer.
 - i. 8-foot walls and ceiling.
 - j. 3:12 roof pitch 28-foot wides and 2.75:12 32-foot wides.
 - k. 2x6" floor joists 16" on center.
 - l. Full length engineered plywood ridge beam.
 - m. R-30 ceiling insulation, R-11 floor insulation, R-19 wall insulation.

- n. Residential type PEX tubing for water lines.
 - o. Front door- residential sized in swing with dead bolts.
 - p. Rear door – 34” 9 lite out swing.
 - q. Exterior outlet x 1.
 - r. Central floor registers on R-7 wrapped duct system.
 - s. Full length outriggers/cross members every 8’ full length of home.
7. Interior / Design
- a. ½” sheetrock, tape and textured throughout.
 - b. Stained solid ash wood cabinets with flat panel doors.
 - c. Laminate countertops and 4” laminate backsplash in baths.
 - d. Ceramic tiles for kitchen backsplash.
 - e. Frigidaire 30” freestanding range.
 - f. Frigidaire 18 cubic feet refrigerator ice maker ready.
 - g. Frigidaire 24” dishwasher.
 - h. Square corners with two coats of latex paint.
 - i. Electric down flow furnace.
 - j. Kitchen island.
 - k. 18oz. nylon carpeting installed with tack strip.
 - l. Metal faucets.
 - m. Whole house water shutoff valve.
 - n. Stainless steel 6-inch-deep kitchen sink.

Contract documents are available at the office of the Wolfforth Fire EMS Department, 306 Main Street, Wolfforth, TX 79382, 806-855-4135. Questions concerning the bids shall be addressed to Mr. Lance Barrett, Wolfforth Fire Chief, 806-855-4135.

The bid is for a lump sum.

The City of Wolfforth reserves the right to reject any and all bids or to waive any formalities in the bidding process.

Bids may be held by the City of Wolfforth for a period not to exceed thirty (30) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders’ qualifications prior to awarding the contract.

City of Wolfforth

Charles Addington II, Mayor

Date

SOLITAIRE
HOMES

A CAVCO COMPANY

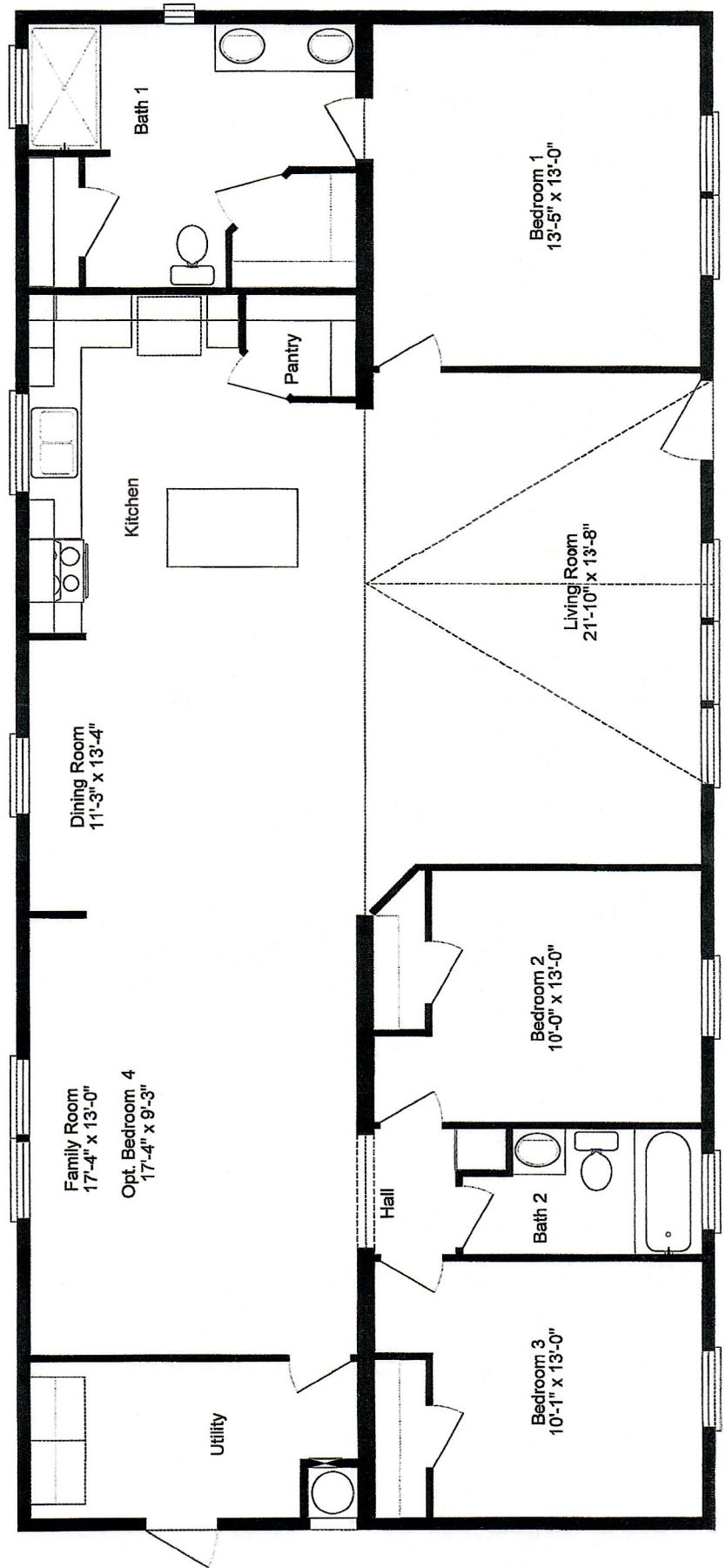
Model E2860

EMERALD SERIES

28' X 60'

**Tape & Texture Throughout
& Solid Ash Wood Cabinets**

3 BED • 2 BATH • 1,600 SQFT



Item # 17.

INVITATION FOR BIDS

The City of Wolfforth, Texas will receive bids for the purchase of an approximately 30' x 60' manufactured home until 2:00 pm on the 30th day of September, 2024, at Wolfforth City Hall, 302 Main Street, Wolfforth, Texas, 79382, mailing address: City of Wolfforth, PO Box 36, Wolfforth, TX, 79382, at which time and place all bids received will be publicly opened and read aloud.

Bids are invited for the following:

One, approximately 30' x 60' manufactured home, delivered and set up. The home must be from a factory authorized dealer of the said manufacturer. All manufactured housing units shall conform to the State of Texas standards for manufactured housing: anchorage, tie downs, and blocking. Delivery must be made no later than 30 days after acceptance of the bid. Delivery and set up will be at Wolfforth Fire EMS, 306 Main Street, Wolfforth, TX 79382. Transportation and installation must conform to the City of Wolfforth Code of Ordinances and with all Federal and State Laws and Rules regarding manufactured housing.

Bids should include a description of the proposed manufactured home including the name of the manufacturer, model, dimensions, and a specification list addressing the items listed below.

Home should meet or exceed the following specifications:

1. 3-bedroom, 2 full bathrooms.
2. Approximately 1600 square feet.
3. Setup to include but not limited to:
 - a. Smart panel skirting installed and painted to match.
 - b. Standard block and level to state of Texas requirements
 - c. State of Texas approved anchor system
 - d. (1) temporary access step for rear entry / exit installed.
 - e. (1) ADA approved access step for front entry / exit installed.
 - f. Air conditioning unit with installation.
 - g. Interior trim out.
4. 5-year protection plan.
5. 12-year limited structural warranty.
6. Exterior construction features:
 - a. LP smart panel siding with 50-year limited warranty.
 - b. Vinyl framed; ENERGY STAR certified dual glazed Low-E windows.
 - c. 12-inch residential eaves.
 - d. 2x6x16" on center exterior walls.
 - e. 19/32" plywood floor decking.
 - f. 40-gallon electric dual element water heater.
 - g. Metal roofing.
 - h. Standard dormer.
 - i. 8-foot walls and ceiling.
 - j. 3:12 roof pitch 28-foot wides and 2.75:12 32-foot wides.
 - k. 2x6" floor joists 16" on center.
 - l. Full length engineered plywood ridge beam.
 - m. R-30 ceiling insulation, R-11 floor insulation, R-19 wall insulation.

- n. Residential type PEX tubing for water lines.
 - o. Front door- residential sized in swing with dead bolts.
 - p. Rear door – 34” 9 lite out swing.
 - q. Exterior outlet x 1.
 - r. Central floor registers on R-7 wrapped duct system.
 - s. Full length outriggers/cross members every 8’ full length of home.
7. Interior / Design
- a. ½” sheetrock, tape and textured throughout.
 - b. Stained solid ash wood cabinets with flat panel doors.
 - c. Laminate countertops and 4” laminate backsplash in baths.
 - d. Ceramic tiles for kitchen backsplash.
 - e. Frigidaire 30” freestanding range.
 - f. Frigidaire 18 cubic feet refrigerator ice maker ready.
 - g. Frigidaire 24” dishwasher.
 - h. Square corners with two coats of latex paint.
 - i. Electric down flow furnace.
 - j. Kitchen island.
 - k. 18oz. nylon carpeting installed with tack strip.
 - l. Metal faucets.
 - m. Whole house water shutoff valve.
 - n. Stainless steel 6-inch-deep kitchen sink.

Contract documents are available at the office of the Wolfforth Fire EMS Department, 306 Main Street, Wolfforth, TX 79382, 806-855-4135. Questions concerning the bids shall be addressed to Mr. Lance Barrett, Wolfforth Fire Chief, 806-855-4135.

The bid is for a lump sum.

The City of Wolfforth reserves the right to reject any and all bids or to waive any formalities in the bidding process.

Bids may be held by the City of Wolfforth for a period not to exceed thirty (30) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders’ qualifications prior to awarding the contract.

City of Wolfforth

Charles Addington II, Mayor

Date

Solitaire Homes of Lubbock

1611 N. University Ave.

Lubbock, TX 79415

806-744-0991

SLS707-01@cavco.com

Earnest Money Contract In this contract the words I, ME and MY refer to the Buyer and Co-Buyer signing this contract. The words YOU and YOUR refer to the Dealer/Retailer/Seller. Subject to the terms and conditions in the Warranties and Notices, you agree to sell and I agree to purchase the following described unit.

BUYER(S) Wolfforth Fire Department c/o Barrett
ADDRESS 302 main st. Wolfforth, Tx 79382
DELIVERY ADDRESS TBD, Wolfforth, TX 79382
DELIVERY COUNTY Lubbock PHONE (806)548-1377
SALESPERSON Scott Smith SALESPERSON LICENSE # MHSLSP00048651

A. Manufactured Home: NEW USED — IF 'NEW': STOCK SPECIAL ORDER

Solitaire Elliott Manufactured Homes 650EM28603A 2024 163763 3 2
MANUFACTURER MODEL YEAR STOCK NUMBER #BEDRMS # SECTIONS

PROPOSED DELIVERY DATE	LABEL DECAL NUMBERS	ID OR SERIAL NUMBERS	SIZE (Excluding Hitch)
	NTA2209261	SLT6500K23-10155A	14 X 60
	NTA2209262	SLT6500K23-10155B	14 X 60
			0 X 0
			0 X 0

Insulation Information:	LOCATION	R-VALUE	THICKNESS	TYPE OF INSULATION
THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CFR, SECTION 460.16.	CEILING	30.00	10	
	EXTERIOR	19.00	5.5	
	FLOORS	22.00	7	

B. Contract Options: See attached Contract Options pages for specific optional equipment.

C. Lender Information:
Loan Type: Chattel Mortgage (Land/Home)

D. Trade-In: Make: _____ Model: _____ Year: _____
Serial # _____ Bedrooms: _____ Size: _____
Title # _____ Color: _____
Lien Holder: _____ Payoff Amount: _____
TRADE-IN DEBT TO BE PAID BY: BUYER SELLER
I/We represent and warrant that good and marketable title to the trade-in described will be delivered to Seller at closing, that the trade-in is free from all liens or encumbrances except as set forth, and that all taxes levied against the trade-in have been paid.

E. Remarks and Notices:

If this contract requires the ordering of services which include, but are not limited to, an appraisal title search, survey, perc test, permits, site inspections, and soil test, I/we agree to pay for such services by having them withheld from my/our deposit. I/we understand that once such services have been ordered, payment for them are non-refundable.

_____ Initial _____ Initial

Right of Rescission: This earnest money contract may be rescinded no later than the THIRDS (3rd) DAY after the date that this contract is signed without penalty or charge by notifying Solitaire Homes at 1611 N. University, Lubbock, TX 79415 by mail or telegram sent no later than midnight of third (3rd) day following the contract date.

F. Pricing Itemization:	<input type="checkbox"/> FINANCED <input checked="" type="checkbox"/> CASH
BASE CASH PRICE	\$130,000.00
TAXABLE OPTIONS / IMPROVEMENTS	
TAXABLE SUB-TOTAL	\$130,000.00
NON-TAXABLE OPTIONS/ IMPROVEMENTS	
TOTAL BASE PRICE	\$130,000.00
INVENTORY TAX	\$196.73
SALES TAX (If not included above)	
FEES	\$155.00
TOTAL HOME VALUE (Insurance Value)	\$130,351.73
INSURANCE (TERM: _____ Months)	
EXTENDED SERVICE CONTRACT	INC
LENDER PREPAID FINANCE CHARGES	N/A \$0.00
TOTAL CASH PRICE	\$130,351.73
TRADE-IN ALLOWANCE	
LESS BAL. DUE ON ABOVE	
NET ALLOWANCE	
DEPOSIT (*)	\$1,000.00
ADDITIONAL CASH DUE BY:	
OTHER DOWN PAYMENT:	
REFUNDABLE DEPOSIT	
LESS TOTAL CREDITS	\$1,000.00
LOAN AMOUNT (including points)	\$129,351.73
LESS LENDER PREPAID FINANCE CHARGES	N/A \$0.00
UNPAID BALANCE OF CASH SALES PRICE	\$129,351.73

G. Additional Information:

During extraordinary times caused by natural disasters such as hurricanes, or other strains on the economy such as pandemics, the demand for the materials used in the construction of manufactured and modular homes may cause price increases which are beyond the control of the manufacturer or of Palm Harbor Villages, Inc. (PHV). Therefore, under the terms of this Earnest Money contract (the "Contract"), PHV reserves the right to increase the price of the home based on any surcharges for materials it receives from the manufacturer. Customer will receive thirty (30) days advance notice of any such increase, and at the customer's option, for this reason and only this reason, this Contract may be canceled.

The surety bond # below applies to this transaction in the following manner: The bond is issued to the Texas Manufactured Homeowners' Recovery Fund (the "Fund"), a fund described in the Texas Manufactured Housing Standards Act (Tex. Occ. Code, Chapter 1201) and administered by the Director. If the Fund makes a payment to a consumer, the Fund will seek to recover under the surety bond. The obligation of the Fund to compensate a consumer for damages subject to reimbursement by the Fund is independent of the Fund's right or ability to recover from the bond # below, but recoveries on surety bonds are an important part of the Fund's ability to maintain sufficient assets to compensate consumers. There can be no assurance that the Fund will have sufficient assets to compensate a consumer for a covered claim. Assuming it has sufficient assets to compensate a consumer for a covered claim, the liability of the Fund is limited to actual damages, not to exceed \$35,000.

THIS CONTRACT IS SUBJECT TO ARBITRATION AND IS THE FULL AND COMPLETE CONTRACT. THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN YOU AND ME. NO OTHER REPRESENTATION OR INDUCEMENT SPOKEN OR WRITTEN HAS BEEN MADE WHICH IS NOT CONTAINED IN THE CONTRACT. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN.

* I/We received the Texas disclosure titled "Making an informed decision about buying a Manufactured Home" prior to completing a credit application or more than 1 day before signing this agreement.
* If my/our type of loan is Chattel (Home Only), I/We acknowledge receipt of this offer 24 hours prior to signing this contract.
I/We understand all pages of this contract and understand that the Earnest Money Contract is fully executed and binding when signed by Palm Harbor Homes and me/us.

Solitaire Homes MHDRET00032802 BUYER SIGNATURE: _____ Date _____
Retailer Retailer License # Surety Bond # Birthdate: 10/11/1975 Driver's License # & State: Tx 1553548
Not a Valid Offer Unless Signed by the General Manager of the Sales Center Identified Above
Offered By: Scott Smith Offer Date: 9.17.24 CO-BUYER SIGNATURE: _____ Date _____
Printed Name: Scott Smith License #: 48651 Birthdate: _____ Driver's License # & State: _____

SOLITAIRE
HOMES

A **CAVCO** COMPANY

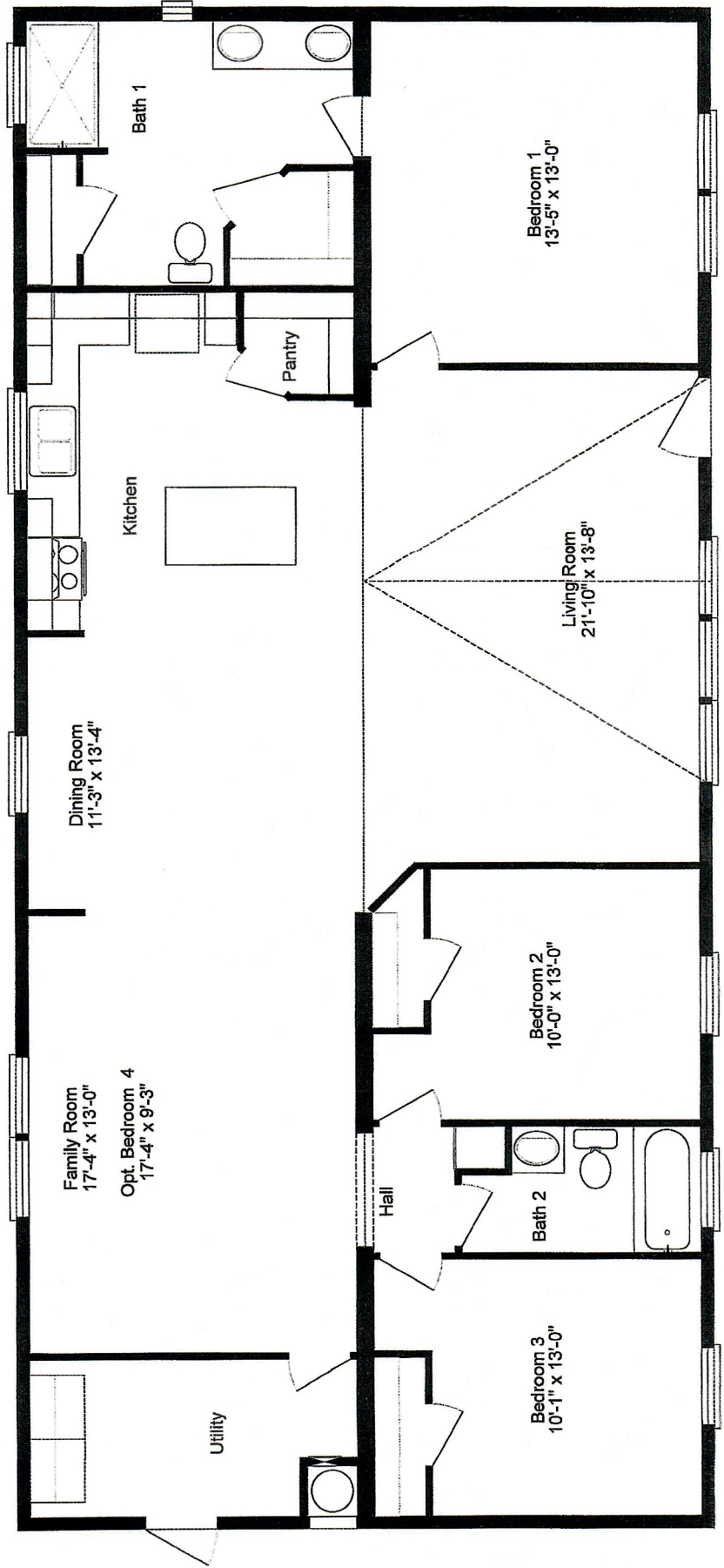
Model E2860

EMERALD SERIES

28' X 60'

Tape & Texture Throughout & Solid Ash Wood Cabinets

3 BED • 2 BATH • 1,600 SQFT



Item # 17.

Exterior/Construction

- ▶ LP smart panel siding w/50-year limited warranty
- ▶ Vinyl framed, ENERGY STAR certified dual glazed Low-E windows
- ▶ 12" residential eaves
- ▶ 2x6 16" OC exterior wall
- ▶ 19/32" plywood floor decking
- ▶ 40-gallon electric dual element water heater
- ▶ 3-Tab 25-Year asphalt shingles
- ▶ Standard dormer
- ▶ 8' walls w/flat ceiling height
- ▶ 3:12 roof pitch 28' wides and 2.75:12 32' wides
- ▶ 2x6 floor joists - 16" OC
- ▶ Full-length engineered plywood ridge beam
- ▶ R-30 ceiling insulation, R-11 floor insulation, R-19 wall insulation
- ▶ Residential type PEX Tubing for Water Lines
- ▶ Front door – residential sized in-swing w/ deadbolts
- ▶ Rear door – 34" 9 lite out swing
- ▶ Exterior light at front & rear door
- ▶ Exterior Outlet (1)
- ▶ Central Floor Registers on R-7 wrapped duct system

Interior/Design

- ▶ ½" Sheetrock walls, tape and textured
- ▶ Stained solid Ash wood cabinets w/flat panel doors
- ▶ Laminate countertops and 4" laminate backsplash in baths - ceramic tile in kitchen
- ▶ Frigidaire 30" freestanding range (Gas or Electric, Black)
- ▶ Frigidaire 18 CF refrigerator (Black) Ice maker ready
- ▶ Frigidaire 24" dishwasher (Black)
- ▶ (Square Corners) w/two coats of latex paint
- ▶ Gas or electric down flow furnace
- ▶ Kitchen island (model specific)
- ▶ 18 oz. nylon carpeting installed with tack strip
- ▶ Metal faucets
- ▶ Whole house water shutoff valve
- ▶ Stainless steel 6" deep kitchen sink



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council Meeting
MEETING DATE:	October 7, 2024
ITEM TITLE:	Consider and take appropriate action on adopting ordinance for 2021 International Property Maintenance Code.
STAFF INITIATOR:	Tara Tomlinson, Director of Development Services

BACKGROUND:

Last month, the City Council approved the adoption of the 2021 International Building Codes. As part of this initiative, the City is making several updates to our existing ordinances related to unwholesome conditions. Key amendments to the International Property Code include renaming references throughout the code, establishing the Board of Adjustments to handle appeals, and removing any sections that are redundant with our current ordinances.

EXHIBITS:

1. Ordinance adopting 2021 International Property Maintenance Code.

COUNCIL ACTION/STAFF RECOMMENDATION:

City staff recommends approval of ordinance for 2021 International Property Maintenance Code.

(unapproved draft)

ORDINANCE NO. 2024-036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING CHAPTER 3, ARTICLE XIV – PROPERTY MAINTENANCE CODE OF THE CODE OF ORDINANCES BY ADOPTING THE 2021 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Part 1. Enacted

THAT, Chapter 3, Article XIV PROPERTY MAINTENANCE CODE of the Code of Ordinances is hereby amended by amending Sec. 3.14.001, which shall read as follows:

Sec. 3.14.001 Adopted

The International Property Maintenance Code, 2021 edition, as published by the International Code Council, is hereby adopted by reference as the city property maintenance code as if fully set out in this article with the additions, deletions, insertions and changes as follows.

1. **101.1 Title.** is hereby amended to read as follows:

101.1 Title. These regulations shall be known as Property Maintenance Code of the City of Wolfforth, hereinafter referred to as “this code”.

2. **102.3 Application of other codes.** is hereby amended to read as follows:

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the *International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code* and *NFPA 70*.

3. **103.1 Creation of agency.** is hereby amended to read as follows:

103.1 Creation of agency. The City of Wolfforth Code Enforcement Officers are hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

4. **107.1 General.** is hereby amended to read as follows:

107.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code, the members of the board shall be comprised of the members of the City of Wolfforth Board of Adjustment.

5. **302.1 Sanitation.** is hereby removed in its entirety.

(unapproved draft)

6. **302.2 Grading and drainage.** is hereby removed in its entirety.

7. **302.4 Weeds.** is hereby removed in its entirety.

8. **308.1 Accumulation of rubbish or garbage.** is hereby removed in its entirety.

Part 2. Open Meetings Act

This meeting was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

Part 3. Severability Clause

If any section, sub-section, clause, phrase, or portion of this ordinance shall be held unconstitutional or invalid by a court of competent jurisdiction, such section, sub-section, sentence, clause, phrase, or portion shall be deemed to be a separate, distinct and independent provision and such invalidity shall not affect the validity of the remaining portions.

Part 4. Repeal

All ordinances or parts of ordinances and sections of any of the City Code of Ordinances in conflict with this Ordinance are hereby repealed.

Part 5. Effect on Pending Proceedings

That nothing in this legislation or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Part 4 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Part 6. Publication

The City Secretary is authorized and directed to publish the caption and penalty prescribed by this ordinance in accordance with State Law.

Part 7. Enforcement

Any person, firm or individual who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined not less than one dollar (\$1.00) or more than two thousand dollars (\$2,000.00) in accordance with Code of Ordinance Sec. 1.01.009. Each day the violation continues shall constitute a separate and distinct offense.

Part 8. Effective Date

This Ordinance shall be in force and effect from and after November 1, 2024.

(unapproved draft)

CITY OF WOLFFORTH

CHARLES ADDINGTON II, MAYOR

ATTEST:

Terri Robinette, City Secretary

DRAFT



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council Meeting
MEETING DATE:	October 7, 2024
ITEM TITLE:	Consider and take appropriate action on ordinance to amend Article 6.03.
STAFF INITIATOR:	Tara Tomlinson, Director of Development Services

BACKGROUND:

In conjunction with the adoption of the 2021 International Property Maintenance Code, the City is proposing an update to Article 6.03, currently titled “Stagnant Water, Weeds, and Rubbish.” We plan to amend the title to “Unwholesome Conditions,” allowing us to clearly distinguish between specific violations related to stagnant water, weeds, and rubbish. This change aims to reduce confusion among residents regarding their particular violations.

Additionally, the revised article will address more frequent issues encountered by code enforcement, including fences, drainage violations, and unsanitary conditions. The abatement process, notification procedures (reworded for clarity), and penalties will remain consistent. Importantly, the ordinance will also expand the “Emergency Abatements” section to include rubbish that poses a health risk.

EXHIBITS:

1. Ordinance
2. Original Article 6.03

COUNCIL ACTION/STAFF RECOMMENDATION:

City staff recommends approval of the ordinance to amend Article 6.03.

(unapproved draft)

ORDINANCE NO. 2024-037

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING CHAPTER 6, ARTICLE III – STAGNANT WATER, WEEDS, AND RUBBISH WHICH SHALL BE AMENDED TO UNWHOLESOME CONDITIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Part 1. Enacted

THAT, Chapter 6, Article III STAGNANT WATER, WEEDS AND RUBBISH of the Code of Ordinances is hereby amended to UNWHOLESOME CONDITIONS and amending Sec. 6.03.001, Sec. 6.03.002, Sec. 6.03.003, Sec. 6.03.004, Sec. 6.03.005, and Sec. 6.03.006 which shall read as follows:

§ 6.03.001 Unwholesome conditions specified; unlawful to maintain.

(a) Weeds. It shall be unlawful for the owner, lessee, or occupant of any land, tract, or lot or any portion thereof, regardless of size, within the corporate limits of the city, to fail to maintain said property free of weeds, grass and undergrowth over twelve (12) inches tall, nor shall such person accumulate or permit the accumulation of such matter on the sidewalks, parkways, street gutters or alleys abutting such property.

(b) Rubbish. It shall be unlawful for the owner, lessee, or occupant of any land, tract, or lot or any portion thereof, regardless of size, within the corporate limits of the city, to fail to maintain said property free from household trash, garbage, used building materials and supplies, used and/or discarded household fixtures or appliances, toxic materials, dead animals, brush piles, debris, rubbish, materials which constitute a fire hazard, or any other matter which may be detrimental to the health, safety and welfare of the citizens of the city, nor shall such person accumulate or permit the accumulation of such matter on the sidewalks, parkways, street gutters or alleys abutting such property.

(c) Stagnant Water. It shall be unlawful for the owner of any lot or other premises in the city to allow or permit holes or places where water may accumulate and become stagnant to be or remain on such lot or premises, or to allow or permit the accumulation of stagnant water.

(d) Drainage of Water. It shall be unlawful to allow for the drainage of water from washing machines, sinks, any appliance inside the house, septic tanks, wells or irrigation systems into the yard or into the alley or street, or to permit the same to remain thereon.

(e) Sanitation. Exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The owner, lessee, or occupant of any land, tract, or lot or any portion thereof, shall keep that part of the exterior property such occupant occupies or controls in a clean and sanitary condition.

(unapproved draft)

(f) Grading and drainage. Premises, a lot, plot, or parcel of land, easement, or public right-of-way, including any structures thereon, shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water.

(g) Fences. Fences shall be maintained structurally sound and in good condition. Any necessary fence repairs must comply with Sec. 14.05.009.

§ 6.03.002 Notice.

(a) In the event that any owner or any person(s) having supervision or control of the property violates the provisions of this article, the city code enforcement officer, or their designee, shall give notice to the aforementioned persons setting forth the noncompliance and ordering these persons to abate or remove the violation described in such notice, within such time as may be specified in the order.

(b) The city, in the notice of a violation, shall inform the aforementioned persons that if another violation of the same kind or nature that poses a danger to the public health and safety occurs on or before the first anniversary of the date of the notice, the city without further notice will correct the violation at the owner's expense and assess the expenses against the property. If a violation covered by a notice under this subsection occurs within a one-year period, and the municipality has not been informed in writing by the owner of an ownership change, then the municipality without notice may take any action permitted and assess its expenses.

(c) Such notice shall be in writing and may be served upon such person in any one or more of the following ways:

- (1) Personally given to the owner in writing;
- (2) Addressed to the owner by letter to the owner's address as recorded in the appraisal district records of the appraisal district in which the property is located; or
- (3) If personal service cannot be obtained or if the owner's post office address is unknown, notice may be given by publication at least once in the city's official newspaper or by posting the notice on or near the front door of each building on the property to which the violation relates or by posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates, if the property contains no buildings.

(d) If the city mails a notice in accordance with this subsection and subsection (c) and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered as delivered.

§ 6.03.003 Abatement.

(a) If such owner or any person(s) having supervision or control of the property in question fails or refuses to comply with the demand for compliance in the notice within seven (7) days of such notice or publication, the city may do such work or cause the work to be done to bring the real property into compliance with this article. The costs, charges, and expenses incurred in doing or having such work done or improvements made to the real property shall be a charge to and personal liability of such person.

(b) A statement of the cost incurred by the city shall be mailed to the owner or any person(s) having supervision or control of the premises, which statement shall be paid within thirty (30) days of the date of the mailing thereof. In the event that the statement has not been paid within

(unapproved draft)

the thirty-day period of time provided, the city has the right to exhaust the remedies available found in section 6.03.004 of this article.

(c) In addition to collecting the costs and expenses incurred by correcting the violations under this article, upon abatement by the city, the city shall charge the sum of two hundred dollars (\$200.00) per occurrence, which sum is hereby found to be the cost to the city of administering the terms of this article. The administrative fee will be charged per lot, tract, or parcel of land.

§ 6.03.004 Filing of lien statement.

The mayor, health officer or municipal official designated by the mayor shall file a statement of expenses incurred under section 6.03.003 with the county clerk. The lien statement shall state the name of the owner, if known, the legal description of the property, a description of the work performed, and the amounts claimed. The lien attaches upon the filing of the lien statement with the county clerk. The lien is inferior only to tax liens and liens for street improvements. The city may bring a suit for foreclosure to recover the expenditures and interest due. The statement of expenses or a certified copy of the statement is prima facie proof of the expenses incurred by the municipality in doing the work or making the improvements.

§ 6.03.005 Emergency abatement.

(a) The city may abate, without notice, the following:

(1) Weeds that have grown higher than 48 inches and are an immediate danger to the health, life, or safety of any person.

(2) Rubbish that has accumulated and is an immediate danger to the health, life, or safety of any person.

(b) Not later than the 10th day after the date the city abates weeds or rubbish under this section, notice shall be given to the property owner in the manner required by section 6.03.002.

(c) The notice shall contain:

(1) An identification, which is not required to be a legal description, of the property;

(2) A description of the violations of this article that occurred on the property;

(3) A statement that the municipality abated the weeds or rubbish; and

(4) An explanation of the property owner's right to request an administrative hearing about the municipality's abatement of the weeds or rubbish before the city zoning board of adjustment.

(d) The city shall conduct the hearing on the abatement of weeds or rubbish under this section if, not later than the 30th day after the date of the abatement of the weeds or rubbish, the property owner files with the city secretary a written request for a hearing.

(e) The administrative hearing conducted under this section shall be conducted not later than the 20th day after the date a request for a hearing is filed. The owner may testify or present any witnesses or written information relating to the municipality's abatement of the weeds or rubbish.

(f) The city may assess expenses and create liens under this section as it assesses expenses and creates liens under section 6.03.004. A lien created under this section is subject to the same conditions as a lien created under section 6.03.004.

(unapproved draft)

§ 6.03.006 Penalty.

Any person, firm or individual who shall violate any of the provisions of this article shall be guilty of a misdemeanor, and upon conviction shall be fined in accordance with the general penalty provision set forth in section 1.01.009 of this code. Each and every day the violation continues shall constitute a separate and distinct offense.

Part 2. Open Meetings Act

This meeting was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

Part 3. Severability Clause

If any section, sub-section, clause, phrase, or portion of this ordinance shall be held unconstitutional or invalid by a court of competent jurisdiction, such section, sub-section, sentence, clause, phrase, or portion shall be deemed to be a separate, distinct and independent provision and such invalidity shall not affect the validity of the remaining portions.

Part 4. Repeal

All ordinances or parts of ordinances and sections of any of the City Code of Ordinances in conflict with this Ordinance are hereby repealed.

Part 5. Effect on Pending Proceedings

That nothing in this legislation hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Part 4 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Part 6. Publication

The City Secretary is authorized and directed to publish the caption and penalty prescribed by this ordinance in accordance with State Law.

Part 7. Enforcement

Any person, firm or individual who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined not less than one dollar (\$1.00) or more than two thousand dollars (\$2,000.00) in accordance with Code of Ordinance Sec. 1.01.009. Each day the violation continues shall constitute a separate and distinct offense.

Part 8. Effective Date

This Ordinance shall be in force and effect from and after November 1, 2024.

(unapproved draft)

CITY OF WOLFFORTH

CHARLES ADDINGTON II, MAYOR

ATTEST:

Terri Robinette, City Secretary

DRAFT

ARTICLE 6.03
STAGNANT WATER, WEEDS AND RUBBISH

§ 6.03.001. Unwholesome conditions specified; unlawful to maintain.

- (a) It shall be unlawful for the owner, lessee, or occupant of any land, tract, or lot or any portion thereof, regardless of size, within the corporate limits of the city, to fail to maintain said property free of weeds, grass and undergrowth over twelve (12) inches tall, or to fail to maintain said property free from household trash, garbage, used building materials and supplies, used and/or discarded household fixtures or appliances, toxic materials, dead animals, brush piles, debris, rubbish, materials which constitute a fire hazard, or any other matter which may be detrimental to the health, safety and welfare of the citizens of the city, nor shall such person accumulate or permit the accumulation of such matter on the sidewalks, parkways, street gutters or alleys abutting such property.
- (b) It shall be unlawful for the owner of any lot or other premises in the city to allow or permit holes or places where water may accumulate and become stagnant to be or remain on such lot or premises, or to allow or permit the accumulation of stagnant water.
- (c) It shall be unlawful to allow for the drainage of water from washing machines, sinks, any appliance inside the house, septic tanks, wells or irrigation systems into the yard or into the alley or street, or to permit the same to remain thereon.

(Ordinance 599 adopted 6/20/22)

§ 6.03.002. Notice.

- (a) In the event that any owner or any person(s) having supervision or control of the property violates the provisions of this article, the city code enforcement officer, or their designee, shall give notice to the aforementioned persons setting forth the noncompliance and ordering these persons to abate or remove the violation described in such notice, within such time as may be specified in the order.
- (b) The city, in the notice of a violation, shall inform the aforementioned persons that if another violation of the same kind or nature that poses a danger to the public health and safety occurs on or before the first anniversary of the date of the notice, the city without further notice will correct the violation at the owner's expense and assess the expenses against the property. If a violation covered by a notice under this subsection occurs within a one-year period, and the municipality has not been informed in writing by the owner of an ownership change, then the municipality without notice may take any action permitted and assess its expenses.
- (c) The notification in accordance section [sic] shall be conducted by using one of the following methods:
 - (1) Certified mail, return receipt requested;
 - (2) Regular mail and a posting on the property; or
 - (3) Personally delivering notice.
- (d) Notices mailed to the owner of the property shall be addressed to the owner's address as

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recorded in the appraisal district records of the appraisal district in which the property is located. If the city mails a notice in accordance with this subsection and subsection (c) and the United States Postal Service returns the notice as “refused” or “unclaimed,” the validity of the notice is not affected, and the notice is considered as delivered.

(Ordinance 583 adopted 10/18/21)

§ 6.03.003. Abatement.

- (a) If such owner or any person(s) having supervision or control of the property in question fails or refuses to comply with the demand for compliance in the notice within seven (7) days of such notice or publication, the city may do such work or cause the work to be done to bring the real property into compliance with this article. The costs, charges, and expenses incurred in doing or having such work done or improvements made to the real property shall be a charge to and personal liability of such person.
- (b) A statement of the cost incurred by the city shall be mailed to the owner or any person(s) having supervision or control of the premises, which statement shall be paid within thirty (30) days of the date of the mailing thereof. In the event that the statement has not been paid within the thirty-day period of time provided, the city has the right to exhaust the remedies available found in section 6.03.004 of this article.
- (c) In addition to collecting the costs and expenses incurred by correcting the violations under this article, upon abatement by the city, the city shall charge the sum of two hundred dollars (\$200.00) per occurrence, which sum is hereby found to be the cost to the city of administering the terms of this article. The administrative fee will be charged per lot, tract, or parcel of land.

(Ordinance 583 adopted 10/18/21)

§ 6.03.004. Filing of lien statement.

The mayor, health officer or municipal official designated by the mayor shall file a statement of expenses incurred under section 6.03.003 with the county clerk. The lien statement shall state the name of the owner, if known, the legal description of the property, a description of the work performed, and the amounts claimed. The lien attaches upon the filing of the lien statement with the county clerk. The lien shall accrue interest at a rate of 10% per annum from the date the city pays for the work or improvements. The lien is inferior only to tax liens and liens for street improvements. The city may bring a suit for foreclosure to recover the expenditures and interest due. The statement of expenses or a certified copy of the statement is prima facie proof of the expenses incurred by the municipality in doing the work or making the improvements.

(Ordinance 583 adopted 10/18/21)

§ 6.03.005. Emergency abatement.

- (a) The city may abate, without notice, weeds that:
 - (1) Have grown higher than 48 inches; and
 - (2) Are an immediate danger to the health, life, or safety of any person.

§ 6.03.005

§ 6.03.006

- (b) Not later than the 10th day after the date the city abates weeds under this section, notice shall be given to the property owner in the manner required by section 6.03.002.
- (c) The notice shall contain:
 - (1) An identification, which is not required to be a legal description, of the property;
 - (2) A description of the violations of this article that occurred on the property;
 - (3) A statement that the municipality abated the weeds; and
 - (4) An explanation of the property owner's right to request an administrative hearing about the municipality's abatement of the weeds before the city zoning board of adjustment.
- (d) The city shall conduct the hearing on the abatement of weeds under this section if, not later than the 30th day after the date of the abatement of the weeds, the property owner files with the city secretary a written request for a hearing.
- (e) The administrative hearing conducted under this section shall be conducted not later than the 20th day after the date a request for a hearing is filed. The owner may testify or present any witnesses or written information relating to the municipality's abatement of the weeds.
- (f) The city may assess expenses and create liens under this section as it assesses expenses and creates liens under section 6.03.004. A lien created under this section is subject to the same conditions as a lien created under section 6.03.004.

(Ordinance 260 adopted 11/17/03)

§ 6.03.006. Penalty.

Any person, firm or individual who shall violate any of the provisions of this article shall be guilty of a misdemeanor, and upon conviction shall be fined in accordance with the general penalty provision set forth in section 1.01.009 of this code. Each and every day the violation continues shall constitute a separate and distinct offense.

(Ordinance 260 adopted 11/17/03)

Existing Ordinance as of 6/20/22



AGENDA ITEM COMMENTARY

MEETING NAME: City Council
MEETING DATE: October 7, 2024
ITEM TITLE: Discussion pertaining to possible development of council handbook
STAFF INITIATOR: Randy Criswell, City Manager

BACKGROUND:

A handful of meetings back, Councilman Brashier asked for there to be a future discussion on the possible development of a City Council Handbook.

There are a couple of handbooks on the TML website, but these are more general and not city-specific. I'm just including this information for any potential interest and so you can see what's available from TML.

<https://www.tml.org/DocumentCenter/View/4144/2024-A-Guide-to-Becoming-a-City-Official-FINAL>
https://www.tml.org/DocumentCenter/View/4183/2024handbook_web

EXHIBITS:

COUNCIL ACTION/STAFF RECOMMENDATION:

No recommendation from staff – Council discretion