

## **CITY COUNCIL MEETING**

June 02, 2025 at 6:00 PM Wolfforth City Hall - 302 Main Street Wolfforth, TX

## **AGENDA**

## CALL MEETING TO ORDER

**INVOCATION - Councilmember Stout** 

PLEDGE OF ALLEGIANCE - Councilmember McDonald

ROLL CALL AND ESTABLISH A QUORUM

**SAFETY REVIEW** 

## CITIZEN ENGAGEMENT

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

## **CONSENT AGENDA**

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

- 1. Consider and take appropriate action on City Council Meeting minutes from May 19, 2025.
- 2. Consider and take appropriate action on Resolution 2025-021 Second Reading

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AUTHORIZING THE WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION TO FUND A PROJECT FOR ASCENDANT HOLLANDS OFFICE TECHNOLOGIES NOT TO EXCEED \$75,000; AND PROVIDING AN EFFECTIVE DATE

## **REGULAR SESSION**

- 3. Oath of Office Councilmember Place 4 Charlotte McDonald
- 4. Consider and take appropriate action on Resolution 2025-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS

APPROVING A PERFORMANCE AGREEMENT BETWEEN THE WOLFFORTH

ECONOMIC DEVELOPMENT CORPORATION AND LARRY HOLLAND, DBA

ASCENDANT HOLLANDS OFFICE SUPPLY FOR INCENTIVES TO PROMOTE

EXPANDED BUSINESS DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE

- 5. Consider and take appropriate action on Resolution 2025-023
  - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN AGREEMENT BY AND BETWEEN WOLFFORTH REINVESTMENT ZONE NUMBER 1 AND HAWES HILL & ASSOCIATES, LLP; AND PROVIDING AN EFFECTIVE DATE
- 6. Consider and take appropriate action on appointment of the Comprehensive Plan Advisory Committee.

## **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:

**7.** 551.072. Deliberation Regarding Real Property; Closed Meeting. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

## 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**

## RIGHT TO ENTER EXECUTIVE SESSION:

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

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 May 30, 2025 at 5:00 p.m.

/s/ Terri Robinette, City Secretary



## CITY COUNCIL MEETING

May 19, 2025 at 6:00 PM Wolfforth City Hall - 302 Main Street Wolfforth, TX

## **MINUTES**

## CALL MEETING TO ORDER

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

**INVOCATION - Mayor Addington** 

PLEDGE OF ALLEGIANCE - Councilmember Stout

## ROLL CALL AND ESTABLISH A QUORUM

## **PRESENT**

Mayor Charles Addington

Councilmember Place 1 David Cooper

Councilmember Place 2 Wesley Houck

Councilmember Place 3 Gregory Stout

Councilmember Place 4 Charlotte McDonald

Councilmember Place 5 Karen Worley

## **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.

There were no public comments.

## RECOGNITION AND PROCLAMATIONS

- 1. Recognition of Outgoing Councilmembers Doug Hutcheson and Austin Brashier
- 2. National Public Works Week Proclamation May 18-24, 2025

## **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 Councilmember Place 4 McDonald, Seconded by Councilmember Place 1 Cooper.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 4 McDonald, Councilmember Place 5 Worley

Voting Abstaining: Councilmember Place 3 Stout

- 3. Consider and take appropriate action on City Council Meeting minutes from May 19, 2025.
- 4. Consider and take appropriate action on May 2025 departmental reports
- 5. Consider and take appropriate action on Payment Request #2 from UCA for the Lubbock North Interconnect Construction
- 6. Consider and take appropriate action on Payment Request #2 from UCA for the Loop 88 East Water Supply Construction.

## REGULAR SESSION

7. Consider and take appropriate action on election of Mayor Pro Tempore

Motion to appoint David Cooper as Mayor Pro Tem.

Motion made by Councilmember Place 2 Houck, Seconded by Councilmember Place 5 Worley.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember

Place 4 McDonald, Councilmember Place 3 Stout, Councilmember Place 5 Worley

 Consider and take appropriate action on Board Appointments to Wolfforth EDC Board of Directors, Planning and Zoning Commission, TIRZ #2 Board of Directors, Public Improvement District #2 and Library Advisory Board

Motion to appoint the following:

Reappoint Michael Adams as Place 5 on P&Z

Reappoint Joel Robinette and Steve Deaton to the EDC Board

Reappoint July Levy to the TIRZ #2 Board 109 Item # 8.

Reappoint Michael Adams to the Board of Adjustment

Reappoint the following to the Library Advisory Board: Debbie Perkey, Jenna Athanasiou, Leslie Deema, Linda Dunn, Stephanie Speed

Reappoint the following to the PID#2 Board: Brandon Tyler, Austin Brashier, John Ortiz, Tom Sinclair, Polly Sikasis, Doc Sikasis

Motion made by Councilmember Place 5 Worley, Seconded by Councilmember Place 3 Stout. Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 4 McDonald, Councilmember Place 3 Stout, Councilmember Place 5 Worley

Consider and take appropriate action on appointment of Library Foundation Board of Directors
 Motion to appoint the following to the Library Foundation Board for a 2-year term: Debbie
 Perkey, Jenna Athanasiou, Leslie Demma, Linda Dunn, Stephanie Speed

Motion made by Councilmember Place 2 Houck, Seconded by Councilmember Place 3 Stout. Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 4 McDonald, Councilmember Place 3 Stout, Councilmember Place 5 Worley

10. Conduct a public hearing to consider authorizing the Wolfforth Economic Development Corporation to fund a project for Ascendant Hollands Office Technologies not to exceed \$75,000.

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.

The EDC is considering a project to fund up to \$75,000 for Ascendant Hollands Office Technologies to purchase a transit van to expand their business to include more delivery capability.

Public Hearing was opened at 6:15 PM

There were no public comments.

Public Hearing was closed at 6:16 PM.

11. Consider and take appropriate action on Resolution 2025-021 First Reading

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AUTHORIZING THE WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION TO FUND A PROJECT FOR ASCENDANT HOLLANDS OFFICE TECHNOLOGIES NOT TO EXCEED \$75,000; AND PROVIDING AN EFFECTIVE DATE

Motion to approve Resolution 2015-021 First Reading.

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

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 4 McDonald, Councilmember Place 3 Stout, Councilmember Place 5 Worley

12. Consider and take appropriate action on appointment of Comprehensive Plan Advisory Committee.

Staff has gathered a list of names to present to the Council as recommendations for the Comprehensive Plan Advisory Board. This Board will need to be appointed at the next Council meeting and will then begin meeting in June 2025.

13. Consider and take appropriate action on selection of date for first FY 2026 budget workshop.
The City Council called a special meeting for Budget Workshop #1 on June 23, 2025 at 3:00 PM.

## **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 convened into Executive Session at 6:28 PM on May 19, 2025.

14. 551.087 Deliberations Regarding Economic Development Negotiations: to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of financial or other incentive to a business prospect.

(unapproved draft)

## 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 Regular Session at 6:48 PM on May 19, 2025.

There was no action from Executive Session.

## COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

## **ADJOURN**

Motion to adjourn at 6:48 PM.

Motion made by Councilmember Place 2 Houck, Seconded by Councilmember Place 3 Stout.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 4 McDonald, Councilmember Place 3 Stout, Councilmember Place 5 Worley

## PASSED AND APPROVED THIS 2ND DAY OF JUNE 2025

ATTEST:		Charles Addington, II, Mayor City of Wolfforth, Texas
Terri Robinette, C	City Secretary	

Item # 2.

## WOLFFORTH, TX

## AGENDA ITEM COMMENTARY

MEETING NAME: City Council MEETING DATE: June 2, 2025

**ITEM TITLE:** Consider and take appropriate action on Resolution 2025-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AUTHORIZING THE WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION TO FUND A

PROJECT FOR ASCENDANT HOLLANDS OFFICE TECHNOLOGIES NOT TO EXCEED \$75,000; AND

PROVIDING AN EFFECTIVE DATE

**STAFF INITIATOR:** Danielle Sweat, EDC Director Terri Robinette, City Secretary

## **BACKGROUND:**

The City Council held a public hearing on May 19 to review the details of a proposed project by the Wolfforth Economic Development Corporation (EDC) to support the expansion of Ascendant Hollands Office Supply. As part of this project, EDC funds will be used to purchase a vehicle that will enhance the company's delivery capabilities, including the distribution of disposable to-go food products and other supplies.

The proposed funding will be structured as a 72-month loan, which has the potential to convert into a grant after 36 months contingent upon the successful fulfillment of the associated performance agreement.

The next step in the approval process is for the City Council to consider a Resolution in support of this project. Per Local Government Code Sec. 505, this Resolution requires two readings. The first reading occurred on May 19, and the second reading is scheduled for June 2.

Following the completion of the second reading and the close of the 60-day public comment period on June 3, 2025, the EDC will be authorized to issue funds for the project.

## **EXHIBITS:**

Resolution

## COUNCIL ACTION/STAFF RECOMMENDATION:

Approve the Resolution

## RESOLUTION NO. 2025-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AUTHORIZING THE WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION TO FUND A PROJECT FOR ASCENDANT HOLLANDS OFFICE TECHNOLOGIES NOT TO EXCEED \$75,000 AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the City of Wolfforth created the Wolfforth Economic Development Corporation (the "WEDC"), which is a Type B economic development corporation; and

**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,** at its April 1, 2025, meeting, the WEDC Board of Directors found that the funding of a delivery vehicle for Ascendant Hollands Office Technologies would promote the growth of business in Wolfforth thereby creating new jobs and generating new sales tax revenue; and

**WHEREAS**, the WEDC at their May 12, 2025, regular meeting, held a public hearing regarding funding a delivery vehicle for Ascendant Hollands Office Technologies not to exceed \$75,000; and

**WHEREAS**, the Wolfforth City Council held a public hearing on May 19, 2025, to consider authorizing the WEDC to fund a delivery vehicle for Ascendant Hollands Office Technologies not to exceed \$75,000

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

<u>SECTION 1.</u> That the recitals, findings, and determinations contained in the preamble to this Resolution are incorporated into the body of this Resolution as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Resolution for all purposes.

<u>SECTION 2.</u> That the WEDC is hereby authorized to fund a delivery vehicle for Ascendant Hollands Office Technologies not to exceed \$75,000.

<u>SECTION 3.</u> 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

(unapproved draft)

of said meeting was given as required by the Open Meetings Act, Chapter 551, of the Texas Government Code.

<u>SECTION 4.</u> That the officers of the City are hereby authorized and directed to take such action as may be necessary to carry this Resolution into effect.

<u>SECTION 5.</u> This Resolution shall take effect immediately upon its passage as provided by law.

Passed by the City Council on first reading on May 19, 2025.

Passed by the City Council on second reading on June 2, 2025

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Wolfforth, Texas on this the 2nd day of June, 2025.

	Charles Addingt	on, II, Mayor	
Terri Robinette, City Secretary			

Item # 4.

# Wolfforth, TX

## AGENDA ITEM COMMENTARY

MEETING NAME: City Council MEETING DATE: June 2, 2025

**ITEM TITLE:** Consider and take appropriate action on Resolution 2025-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A PERFORMANCE AGREEMENT BETWEEN THE WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION AND LARRY HOLLAND, DBA ASCENDANT HOLLANDS OFFICE SUPPLY FOR INCENTIVES TO PROMOTE EXPANDED BUSINESS

DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE

**STAFF INITIATOR:** Danielle Sweat, EDC Director

## **BACKGROUND:**

The Wolfforth Economic Development Corporation (WEDC) is pleased to present a finalized performance agreement between Ascendant Holland's Office Supply and the WEDC. The agreement has been reviewed, edited, and approved by both the City Attorney and Mr. Larry Holland, owner of Ascendant Holland's Office Supply. The next step in the process is to seek formal approval from the City Council.

This project supports the continued growth and expansion of Ascendant Holland's Office Supply, a long-standing Wolfforth-based business. As part of the proposed expansion, the WEDC will provide funding for the purchase of a vehicle to enhance the company's delivery operations, including the distribution of office supplies and disposable to-go food products.

The funding will be issued as a 72-month forgivable loan. If the business fulfills all the terms outlined in the performance agreement, the loan may be converted into a grant after 36 months.

This investment reflects the EDC's commitment to supporting local business growth and retaining valued employers in our community. With the performance agreement now fully approved by all parties, Council approval will allow the WEDC to move forward and issue funds upon completion of all required steps.

## **EXHIBITS:**

Resolution

Performance Agreement

## COUNCIL ACTION/STAFF RECOMMENDATION:

Approve the Resolution

## **RESOLUTION NO. 2025-022**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A PERFORMANCE AGREEMENT BETWEEN THE WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION AND LARRY HOLLAND, DBA ASCENDANT HOLLANDS OFFICE SUPPLY FOR INCENTIVES TO PROMOTE EXPANDED BUSINESS DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to authorize a Performance Agreement between the Wolfforth Economic Development Corporation and Larry Holland, dba Ascendant Hollands Office Supply for Incentives to Promote Expanded Business Development

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

**SECTION 1.** The City Council hereby approves the Performance Agreement between the Wolfforth Economic Development Corporation and Larry Holland, dba Ascendant Hollands Office Supply for Incentives to Promote Expanded Business Development attached to this Resolution as **Exhibit A**.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Wolfforth, Texas on this the 2<sup>nd</sup> day of June 2025.

	Charles Addington, II, Mayor	
Terri Robinette City Secretary		

## Performance Agreement between the Wolfforth Economic Development Corporation and Larry Holland, dba Ascendant Hollands Office Supply for Incentives to Promote Expanded Business Development in Wolfforth, Texas

This Performance Agreement ("Agreement") is entered into on \_\_\_\_\_\_, 2025, by and between the **Wolfforth Economic Development Corporation** ("WEDC"), a Texas development corporation authorized under the Texas Development Corporation Act, ("Act"), and **Holland's Office Supply of Lubbock, Inc., dba Ascendant Hollands Office Supply**, ("Holland").

Whereas, the WEDC is a Type B economic development corporation;

Whereas, the Act authorizes economic development corporations created by municipalities with a population of 20,000 or less to undertake projects that, among other expenditures, fund improvements to buildings and facilities found by the board to promote new or expanded business development;

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

**Whereas**, Holland owns property located on 608 Highway 62, Wolfforth, Texas 79382 (the "Property");

**Whereas**, to expand its business, Holland needs to purchase a delivery vehicle totaling \$75,000 (the "Vehicle");

**Whereas**, use of the Vehicle by Holland will promote expanded business in that Holland will be able offer additional services from its Wolfforth location; and

Whereas, the WEDC Board finds that a loan to Holland will facilitate expanded business development within the City of Wolfforth.

Now, Therefore, subject to the approval of the Wolfforth City Council and the execution of this Agreement to memorialize and obligate funds provided hereunder in the form to be provided by the WEDC, the parties agree as follows:

## 1. Reimbursement Loan – WEDC's Total Maximum Obligation: \$75,000,

- 1.1. WEDC agrees to loan to Holland up to \$75,000 (the "Loan Amount") at 0% interest to assist in the Project.
- 1.2. Upon notification from Holland regarding the name of the dealership from which it intends to purchase the Vehicle, the WEDC will make arrangements with such dealership to pay for the vehicle. Holland will instruct the dealership to process Application for Texas Title and/or Registration showing the title in Holland's name with the WEDC being the lien holder. WEDC will hold the title until the provisions of this Agreement are complete.

- 1.3. Holland will make (seventy-two) 72 equal monthly payments of \_\_\_\_\_\_. The first payment will be due on the first day of the month following the date on which the WEDC makes the payment of the Loan Amount to the dealership from which the Vehicle is purchased. Each successive payment will be made on or before the first day of each month until Holland has made (thirty-six) 36 successive payments. Payments will be made to the address under Notice below. If Holland continues to operate Holland's Office Supply and timely makes all payments under this Agreement for a period of thirty-six (36) months, the WEDC will forgive the remainder of the Loan Amount.
- 1.4. Branding Requirement. Holland agrees to have the (WEDC) logo professionally affixed to the Transit Van at a minimum size of eighteen (18) inches in width and proportionate height, placed prominently on both sides of the vehicle. The cost of production and application of the logo shall be paid by the WEDC. Holland shall cause the logo to be placed on the Transit Van within fifteen (15) business days following the date of purchase of the Transit Van. Holland further agrees to maintain the visibility and legibility of the logo for the duration of this Agreement and shall promptly replace or repair the logo if it becomes damaged or obscured.
- 1.5. If Holland fails to make three (3) consecutive payments under this Agreement or ceases to operate Holland's Office Supply for a period of ninety (90) days during the term of this Agreement, Holland agrees to immediately return the Vehicle to the Wolfforth EDC. Holland shall not sell, transfer, or otherwise dispose of the Vehicle. Holland will also not incumber or otherwise use the Vehicle as collateral except for the purpose of this Agreement. Upon return, the Wolfforth EDC may take possession and dispose of the Vehicle at its discretion. If the proceeds from any such disposition do not fully satisfy the remaining balance of the Loan Amount, Holland agrees to remain liable for, and continue to make payments on, the remaining balance until the Loan Amount is fully repaid.
- 1.6. Holland agrees that any unpaid as set forth under 1.5 or any late payments under 1.3 will accrue interest at 6% annual beginning five (5) days after the due date.
- 2. **No Waiver.** No delay or omission by either party in exercising any right that may accrue to it pursuant to this Agreement will operate as a waiver of any other right that may accrue pursuant hereto.
- 3. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action arising out of or in connection with this Agreement shall be in Lubbock County, Texas.
- 4. **Representations by Parties.** The WEDC shall not be the guarantor of Holland's success and shall not be liable for any failure to provide incentives not specifically set forth in this Agreement. Any representations by WEDC concerning the availability of incentives hereunder are subject to the approval of the Wolfforth City Council. Holland has certified by the execution of this Agreement the truth of the representations by its representatives to the WEDC.

- 5. **Term.** Unless otherwise provided in this Agreement, the Term of this Agreement shall end after thirty-six (36) months in accordance with 1.3 of this Agreement or upon the repayment of the entire Loan Amount, whichever is earlier.
- 6. **Amendment.** This Agreement and said attachments, if any, may only be amended, supplemented, modified or canceled by a duly executed written instrument agreed to by both parties.
- 7. **Notice.** All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof and confirmed by telephone by sender, (b) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

WEDC: Wolfforth Economic Development Corporation

302 Main Street

Wolfforth, Texas 79382

Holland: Holland's Office Supply of Lubbock, Inc

608 Highway 62

Wolfforth, Texas 79382

or addressed as such party may from time to time designate by written notice to the other parties.

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

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

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## WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION

By:	Joel Robinett, President	
Hol	land's Office Supply of Lubbock, Inc.	
By:	Larry Holland President	

Item # 5.

## WOLFFORTH, TX

## AGENDA ITEM COMMENTARY

**MEETING NAME:** City Council Meeting

**MEETING DATE:** June 2, 2025

**ITEM TITLE:** Consider and take appropriate action on Resolution authorizing

execution of contract for Hawes Hill, LLP for TIRZ related

professional services.

**STAFF INITIATOR:** Randy Criswell – City Manager

## **BACKGROUND:**

In 2014, Wolfforth created Tax Increment Reinvestment Zone #1 with the assistance of Hawes Hill Calderon, LLP. The Project and Financing Plan are attached as an exhibit to this item. In light of the explosive growth and expansion we're experiencing in Wolfforth, we need to revisit the TIRZ plan. We reached out to Hawes Hill & Associates, and after discussing our concerns with them, they provided us with a proposed contract to re-evaluate, re-calculate, and re-analyze the TIRZ. I believe we'll end up making some changes to the TIRZ boundaries at the very least but probably will propose larger changes than this.

The proposed contract was discussed with the TIRZ board at a meeting held on Tuesday May 20, and the Board voted unanimously to recommend it to you for your approval. A resolution has been prepared to approve the contract.

## **EXHIBITS:**

Resolution

## COUNCIL ACTION/STAFF RECOMMENDATION:

The TIRZ Board recommends approval, and staff concurs.

## **RESOLUTION NO. 2025-023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN AGREEMENT BY AND BETWEEN WOLFFORTH REINVESTMENT ZONE NUMBER 1 AND HAWES HILL & ASSOCIATES, LLP; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the City Council desires to authorize an agreement by and between Wolfforth Reinvestment Zone Number 1 and Hawes Hill & Associates, LLP

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

**SECTION 1.** The City Council hereby approves an agreement by and between Wolfforth Reinvestment Zone Number 1 and Hawes Hill & Associates, LLP attached to this Resolution as **Exhibit A**.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Wolfforth, Texas on this the 2nd day of June, 2025.

	Charles Addington, II, Mayor
ri Robinette, City Secretary	

## AGREEMENT BY AND BETWEEN WOLFFORTH REINVESTMENT ZONE NUMBER 1, CITY OF WOLFFORTH, TEXAS AND HAWES HILL & ASSOCIATES LLP

This agreement is made by and between Wolfforth Reinvestment Zone Number 1, City of Wolfforth, (the "Clients") and Hawes Hill & Associates, LLP (the "Contractor").

## WITNESSETH:

WHEREAS, the Clients desire that the Contractor provide certain professional services with regard to the professional services related to amendments to the Zone's project plan and finance plan for Tax Increment Reinvestment Zone Number 1, City of Wolfforth, Texas ("Zone");

WHEREAS, the Contractor has the employees, office operations, and knowledge to ably provide the professional and administrative services required by the Clients;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained, it is agreed as follows:

## I. Engagement of Contractor

The Clients hereby engage the Contractor, and the Contractor hereby agrees to provide, furnish, or perform certain professional and administrative services with respect to the Zone, including the services described on Exhibit A, attached hereto; and Exhibit B, attached hereto. Such services herein collectively referred to as the "Services."

## II. <u>Compensation and Reimbursement to Contractor</u>

For and in consideration of the professional services to be performed by the Contractor specified in Exhibit "A" *Scope of Professional Services - Plan Amendment of Tax Increment Reinvestment Zone Number One*, of this Agreement, the Client agree to pay the Contractor a fixed fee of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) due and payable upon submission of the amended Project Plan and Financing Plan to the City of Wolfforth, Texas.

In addition, the Clients agree to compensate Contractor at the Reimbursable out-of-pocket expenses and other expenses and charges incurred by the Contractor in performing the Services under this Agreement shall be made on a monthly basis upon submission by the Contractor of invoices and other documentation setting forth such expenses and charges; *provided, however*, all expenses and charges proposed to be incurred by the Contractor for the performance of the Services shall be subject to the Clients' prior written approval. The *Schedule of Maximum Charges and Rates of Hawes Hill & Associates LLP* for the performance of the Services by the Contractor under this Agreement as set forth on Exhibit "B" attached hereto for reference are hereby approved by the Clients. The Clients expressly disclaim any liability for reimbursement to the Contractor of any amounts in excess of those approved in writing by the Client.

Contractor shall tender to the Clients a detailed invoice of the services performed and the allowable reimbursable expenses incurred to the Clients each month during the term of this Agreement. Payments on account of services rendered and for reimbursable expenses incurred shall be made within thirty (30) days after the Clients receive Contractor's detailed invoice therefor. In the event of a disputed or contested invoice, the Clients may withhold any such disputed or contested amount without penalty.

## III. Administrative Policies and Procedures

The Contractor shall conduct the administrative activities of the Clients in accordance with the instructions and guidance of the Clients.

## IV. Accounts, Records, Accounting Reports and Audits

The Contractor shall maintain the books of records and accounts of the Clients in order to establish the amount due by the Clients to the Contractor in accordance with this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide free access to the Clients and allow for inspection and audit of all work, data, documents, proceedings, and activities related to this Agreement. Such right of access and audit shall continue for a period three (3) years from the date of termination of this Agreement.

The Contractor, in performance of its duties under this Agreement for the Clients, will comply with all applicable provisions of Texas law and municipal ordinances concerning redevelopment authorities, local government corporations, tax increment reinvestment zones and public improvement districts under which these entities are created.

## VI. Right of Ownership

All data, information, maps, books, reports, files, photography, artwork, software, equipment, and materials purchased, created or maintained by the Clients or purchased, created or maintained by the Contractor on behalf of the Clients shall remain the property of the Clients. It shall be clearly marked as property of the Clients in such manner that it may at any time be removed from the premises of the Contractor.

## VII. Laws to be Observed

In performing its obligations under this Agreement, the Contractor at all times shall observe and comply with all federal and state laws, local laws, ordinances, orders, and regulations of the federal, state, county, or city governments. The federal, state, and local laws, ordinances, and regulations which affect those engaged or employed in the work, or the equipment used in the work, or which in any way affects the conduct of the work, shall be at all times in effect, and no pleas of misunderstanding will be considered on account of ignorance thereof.

## VIII. Successors and Assigns

This Agreement shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or director of the or the Zone.

IX.

## Character of Workers and Work

Services provided for under this Agreement are being performed for the public benefit. The employees provided by the Contractor shall be competent and careful workers skilled in their respective trades. In performing its obligations under this Agreement, the Contractor shall not employ any person who engages in misconduct or is incompetent or negligent in the performance of his or her duties. The Clients retain the right to require the Contractor to remove from the performance of services provided for under this Agreement any employee who engages in (1) unethical or unprofessional conduct, (2) misconduct or other discourtesies toward the public, (3) conduct inconsistent with sound business practices or (4) other conduct inconsistent with the performance of work in an acceptable manner and at a satisfactory rate of progress to the Clients. Nothing herein is intended to, and the parties agree that this Agreement does not, create any third-party beneficiary rights for any employee or other person. It is intended that any employee who engages in any services provided for under this Agreement is an employee-at-will of the Contractor.

## X. Conflict of Interest

In keeping with Contractor's duties to the Clients, Contractor agrees that it shall not, directly or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, Contractor agrees that it shall promptly disclose to the Clients any facts, which might involve any reasonable possibility of a conflict of interest.

## XI. Term and Termination

This Agreement shall become effective as of the date executed by the Clients and the Contractor as set forth on the signature page hereof and shall continue in force until such time as it may be terminated or amended by mutual agreement of both parties. Either party may terminate this Agreement without cause at any time by giving the other party at least thirty (30) days' prior written notice thereof, specifying in such notice the effective date of such termination. In the event of termination, it is understood and agreed that only the amounts due the Consultant for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

## XII. <u>Amendment or Modification</u>

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only upon the written consent of the parties hereto.

## XIII. <u>Disclaimer of Political Support or Affiliation</u>

The Clients expressly disclaim any political support or affiliation with the Contractor. Further, the Clients prohibit the Contractor, and the Contractor hereby agrees to comply with such prohibition, from expending any Zone or funds, directly or indirectly, including any funds to be reimbursed by the Zone or , on any political candidate, cause, party, organization or activity.

(EXECUTION PAGE FOLLOWS)

AGREED and ACCEPTED this day of	, 2025.
On Behalf of Hawes Hill & Associates LLP	
By: Name: David W. Hawes, Senior Partner	
On Behalf of Reinvestment Zone Number 1 Wolfforth, Texas	
By: Chairman	_
ATTEST:	
By:	_
Name/Title:	_
On Behalf of the City Wolfforth:	
By: Randy Criswell, City Manager	-
ATTEST:	
By:	_
Name/Title:	

## Exhibit "A"

## Scope of Professional Services relating to Plan Amendments

Hawes Hill & Associates will carry out the scope of professional consulting services described below. These services apply to Tax Increment Reinvestment Zone 1 and are broken down into three distinct Phases: (I) activities associated with the preparation of the preliminary analyses and studies supporting the planned amendment; (II) activities necessary to inform and educate public officials and stakeholders on the plan amendment and to gather additional information that may be needed to refine the final proposed Amended Project Plan and Project Financing Plan; and (III) approval of Amended Project Plan and Financing Plan by the City of Wolfforth.

## Phase I: Analysis and preparation of documentation to initiate amendment to the current Project Plan and Project Financing Plan

- Perform an initial analysis of the Zone and plan amendment. The analysis will include a) a complete review of all ad valorem values in the Zone; b) existing land uses; c) documentation of blighted conditions; d) identification of tracts where development is impeded due to faulty lot layout; e) analysis of any other relevant factors impeding development or redevelopment of the area.
- Prepare a draft Amended Project Plan and Reinvestment Zone Financing Plan for use in briefings on the amendment, including costs of all proposed public improvements. The amended plan will include the following: a) maps showing the existing uses and conditions of real property in the zone and maps showing proposed improvements to and use of that property; b) proposed changes to any ordinances applicable to the area; c) a list of the estimated non-project costs; and, d) a statement of the method of relocating persons to be displaced as a result of the implementation of the project plan. The amended financing plan will include: a) a detailed list of the estimated project costs of the zone, including administrative expenses; b) a statement listing the kind, number, and location of all proposed public works or public improvements in the zone; c) the estimated amount of bonded indebtedness to be incurred; d) the time when related costs or monetary obligations are to be incurred; e) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit that levies taxes on real property in the zone.

## Phase II: Preparation of preliminary documents required for amendment of the Project Plan and Project Financing Plan

- As necessary, conduct meetings with elected officials/staffs from all proposed participating jurisdictions
  regarding the plan amendment. Provide financial impact information to each, and work with any elected
  body committees to review the amended plan and how it will impact the jurisdiction's tax base and further
  each jurisdiction's economic development goals and objectives.
- Conduct meetings, when necessary, with all area stakeholders regarding the proposed amendment. Garner their
  input and feedback regarding the redevelopment needs in the area and factor those needs into the development
  of the draft Amended Project and Reinvestment Zone Financing Plan.

- Conduct a workshop (if needed or required) with City Council on the plan amendment. Present the proposed redevelopment strategy, the process for amending the reinvestment zone, and the administrative issues associated with implementation of the Amended Project Plan and Reinvestment Zone Financing Plan and serve as support staff to City staff in their role as advisors to the elected leadership.
- Make any recommended revisions to the Amended Project Plan and Reinvestment Zone Financing Plan prior to the public hearing.
- Prepare and deliver to City Secretary the public notice of the hearing and provide copies of the amended project
  plan and project financing plan for distribution. Serve as the point of contact for any questions/issues that
  arise related to the hearing before the hearing is held.
- Assist the City in conducting a public hearing on the plan amendment. We will either conduct the hearing on the City's behalf or be present to serve as technical advisor to the City during the hearing.
- Prepare a Final Amended Project Plan and Reinvestment Zone Financing Plan for presentation to the Client's Board of Directors, incorporating any changes based on the public hearing process, for their consideration and approval.

## Phase III: Preparation and submission of final documentation with regards to the Amended Project Plan and Project Financing Plan to the City.

- Prepare and submit to the City an ordinance to approve the zone's amended project plan and reinvestment zone financing plan.
- Assist the with final participation agreements with other taxing jurisdictions. Each agreement will set forth the rate of participation for the jurisdiction, the term of the agreement, and any special negotiated provisions required by the jurisdiction for their participation in the TIRZ.
- Present agreements to the Client's Board of Directors for approval.

## Exhibit "B"

## Schedule of Maximum Charges and Rates of Hawes Hill & Associates, LLP

Professional Services for Project Plan and Fixed fee per amendment: \$25,000.00

**Financing Plan Amendments** 

Board Development and Administrationbid as packageInformation and Communications Managementbid as packageFinancial Administrationbid as packageContract Administration and Project Managementbid as package

## REIMBURSABLE OUT-OF-POCKET EXPENSES

Photocopies Billed at actual cost.

Binding Supplies Billed at actual cost

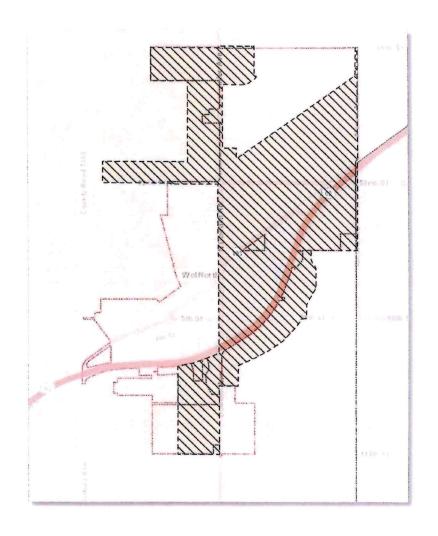
Supplies: Special supplies required for a specific project billed at actual cost

Postage Billed at actual cost

Delivery Services: Billed at actual cost

Mileage: Billed at maximum rate per mile allowed by IRS regulations

GIS Mapping: \$150.00 per hour, plus actual costs for printing, paper, ink and special mounting.



## TAX INCREMENT REINVESTMENT ZONE NUMBER ONE CITY OF WOLFFORTH

## PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN

October 2, 2014 Hawes Hill Calderon, L.L.P.

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## **PROJECT PLAN**

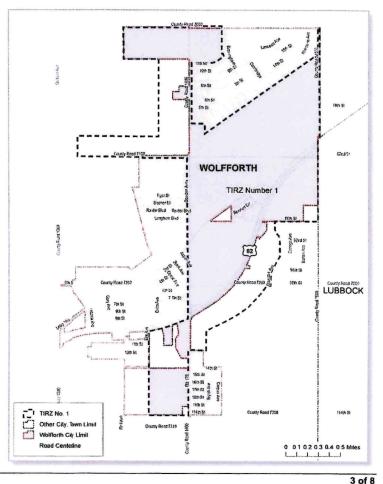
## INTRODUCTION

This document constitutes the Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number One, City of Wolfforth as required by Chapter 311, Texas Tax Code. The purpose of the tax increment reinvestment zone (the "Zone") is to finance construction of public infrastructure necessary to facilitate development of residential and commercial development within the Zone boundaries. Needed regional roadway and utility improvements will also be financed through the Zone. The reinvestment zone includes open and unproductive land where adequate roadway and utility infrastructure is absent and where development will not occur through private investment alone in the reasonably foreseeable future.

Expenditures associated with the design and construction of public infrastructure, as well as other specific project related costs, will be funded by tax increment revenues derived from increases in property values following the new residential and commercial development.

## Location

The reinvestment zone (approximately 1,390 acres or 2.17 sq. miles) is generally located near the intersection of US Highway 62 and Farm to Market Road 179. A location map is provided to the right.



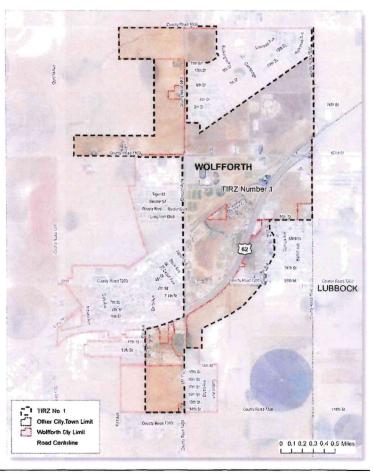
## EXISTING USES AND CONDITIONS OF REAL PROPERTY IN THE ZONE AND PROPOSED IMPROVEMENTS TO AND PROPOSED USES OF THE PROPERTY

## **Existing Conditions**

The property comprising the Zone is primarily undeveloped and lacking adequate public infrastructure to enable its development. The land suffers from a lack of roadway, water and sanitary sewer, and drainage infrastructure and will not develop through private investment alone in the reasonably foreseeable future. The adjacent aerial map shows existing conditions.

## **Surrounding Land Uses**

Land surrounding the Zone ranges from farmland to developed residential and commercial tracts. The adjacent aerial map shows surrounding land uses.



## **Proposed Land Uses**

Property located within the Zone will be developed for residential and commercial use.

## **Proposed Improvements**

Improvements in the Zone will consist of roadways, water and sanitary sewer infrastructure, and associated drainage infrastructure. The Zone will be used to finance a portion of the public infrastructure. The proposed Zone improvements (Zone Project Costs) are listed in Table A on page 6 of this document. The other portion of the public improvements will be funded by the private developers or other entities. These improvements (Non-Project Costs) are also listed in Table A on page 6 of this document.

## PROPOSED CHANGES OF ZONING ORDINANCES, THE MASTER PLAN OF THE CITY, BUILDING CODES, AND OTHER MUNICIPAL ORDINANCES

All construction will be done in conformance with existing building code regulations of the City of Wolfforth. There are no proposed changes of any city zoning ordinances, master plans, or building codes.

### LIST OF ESTIMATED NON-PROJECT COST ITEMS

Zone non-project costs include those development costs that will be funded by private developers or other entities for which no tax increment financing or reimbursement is expected. These non-project development costs are listed in Table A.

## STATEMENT OF METHOD OF RELOCATING PERSONS TO BE DISPLACED AS A RESULT OF IMPLEMENTING THE PLAN

There will be no persons displaced as a result of implementing the plan.

### **ZONE FINANCING PLAN**

A DETAILED LIST DESCRIBING THE ESTIMATED PROJECT COSTS OF THE ZONE, INCLUDING ADMINISTRATIVE EXPENSES AND A STATEMENT LISTING THE KIND, NUMBER, AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR PUBLIC IMPROVEMENTS IN THE ZONE

Table A lists the estimated project costs for the Zone including administrative expenses. It is anticipated that the infrastructure improvement will include additional financing costs associated with the projects. Line item amounts are estimates and actual costs may be higher or lower.

Improvements in the Zone will consist of roadways, water and sanitary sewer infrastructure, and associated drainage infrastructure. The number and location of proposed improvements are contained in Table A and the location maps shown on page 3 and 4.

### **ECONOMIC FEASIBILITY STUDY**

A build-out schedule and tax revenue analysis study was performed by Hawes Hill Calderon, LLP as part of the preliminary assessment of the Zone (contained in Schedules A - D). These schedules constitute the economic feasibility study and demonstrate that it is feasible to finance the Zone Project Costs in Table A.

## Table A: Estimated Zone Project and Non-Project Costs

Public Infrastructure	Zone Project	Non-Project
Costs	Costs	Costs
Development Related (Site Specific) Commercial and Residential		
Public Infrastructure (1)	\$ 48,265,000	\$ 20,685,000
Regional Water and Sanitary Sewer Improvements	\$ 5,000,000	\$0
Regional Roadway Improvements	\$ 7,500,000	\$0
Municipal Shared-Use Facility	\$ 2,500,000	\$0
Administrative Costs (30 years)	\$ 500,000	\$0
Total Zone Project Costs	\$ 63,765,000	\$ 20,685,000

(1) Assumes \$50,000 per acre in development costs over 1,390 acre TIRZ, with TIRZ funding 70% and private developers funding 30%

### THE ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED

The amount of bonded indebtedness is a function of the availability of Zone revenues. It is anticipated that a portion of the Zone Project Costs in Table A will be paid for by available tax increment revenue while others will be financed through bonds once adequate Zone revenue is available. In other instances, private developers will advance funds for the project costs and be reimbursed through Zone increment revenues or bonds issued and backed by Zone increment revenues.

## THE TIME WHEN RELATED COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED

It is anticipated that monetary obligations of the Zone will be incurred in several forms. In certain instances, private developers will advance funds for Zone project costs under reimbursement agreements with the Zone. Other projects will be financed with bond proceeds provided sufficient Zone revenue is available to provide debt service on those bonds. The time at which monetary obligations are to be incurred is a function of the availability of Zone revenue and the ability of developers to advance funds for Zone projects and be reimbursed by future Zone increment revenues or bond proceeds. Schedule D shows the projected Zone revenues that would be available to service debt and/or provide reimbursement to advance funders of Zone projects.

DESCRIPTION OF THE METHODS OF FINANCING ALL ESTIMATED PROJECT COSTS AND THE EXPECTED SOURCES OF REVENUE TO FINANCE OR PAY PROJECT COSTS, INCLUDING THE PERCENTAGE OF TAX INCREMENT TO BE DERIVED FROM THE PROPERTY TAXES OF EACH TAXING UNIT THAT LEVIES TAXES ON REAL PROPERTY IN THE ZONE

### **Description of the Methods of Financing**

In accordance with 311.015 of the Tax Increment Financing Act, the City may issue tax increment bonds or notes, the proceeds of which may be used to pay project costs on behalf of the Zone. If a Development Authority is created for the Zone, the Authority may be authorized to incur debt, and issue debt or obligations to satisfy developer reimbursements for eligible project costs. If either Zone or Authority bonds are issued, bond proceeds shall be used to provide for the project related costs outlined in this plan. It is anticipated that the developers, commercial property owners, and local governments will advance project-related costs and be reimbursed through the issuance of Zone tax increment revenue bonds and/or be paid directly from increment revenues of the Zone as provided for in a development agreement.

No bonds will be issued until adequate tax increment has been created in the Zone to support bond debt service. Tax increment revenue will be applied to pay or reimburse all debt service on the Zone or Authority's bonds as prescribed in a development agreement.

## **Expected Sources of Revenue to Finance or Pay Project Costs**

Revenue to finance or pay projects costs is expected to come from real property taxes from the following jurisdictions participating in the Zone. The expected rate of participation and term of participation is also noted.

Table B: Real Property	/ Tax Increment Dedica	ted to the Zone	
Taxing Unit	Dedicated Tax Rate (2013)	Percentage (%) Of Tax Rate	Years
City of Wolfforth	\$0.550500	75%	30
Lubbock County	\$0.172655	50%	30
Lubbock County Hospital District	\$0.059070	50%	30

### **Tax Increment Fund**

The City shall create and establish a Tax Increment Fund for the Zone, which may be divided into sub-accounts as provided for in the creation ordinance. The Tax Increment Fund and each account shall be maintained at the depository bank of the City of Wolfforth and shall be secured in the manner prescribed by law for public funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City or any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by the Tax Increment Act (the "Act"), of real property located in the Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the Tax Increment pursuant to the Act. Each jurisdiction participating in the Zone will only remit to the Tax Increment Fund property taxes actually collected on the captured appraised value.

### CURRENT APPRAISED VALUE OF TAXABLE PROPERTY IN THE ZONE AND THE ESTIMATED CAPTURED APPRAISED VALUE OF THE ZONE DURING EACH YEAR OF ITS EXISTENCE

The 2013 certified appraised value of taxable property in the Zone is \$48 million. It is projected that taxable property values in the zone will increase to approximately \$712 million by 2023. Schedule C shows the annual captured value of these increases in property value during the existence of the Zone.

### **DURATION OF THE ZONE**

The City of Wolfforth established the Zone by Ordinance. The ordinance established that the Zone took effecton January 1, 2007 and termination of the operation of the Zone shall occur on December 31, 2038. The Zone may terminate at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of proposed revenue bonds, notes or other obligations, if any, that all project costs, bonds, and interest on bonds have been paid in full.

## **SCHEDULES**

- A. ESTIMATED RESIDENTIAL BUILD-OUT
- **B. ESTIMATED COMMERCIAL BUILDOUT**
- C. ESTIMATED TAXABLE VALUE BY JURISDICTION
- D. ESTIMATED JURIDICTIONAL TAX REVENUES AND REVENUE AVAILABLE FOR PROJECTS

## DRAFT FOR DISCUSSION PURPOSES ONLY

## SCHEDULE A

### TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF WOLFFORTH Residential Buildout Schedule (In Thousands)

		2015	Г	2016	T	2017		2018	Γ	2019		2020		2021		2022		2823		2024		2025	
Residential Project Values	Tome Construction	aptured Value (R)	Home Construction	aptured Value (K)	lame Construction	Captured Value (IC)	Home Construction	Captured Value (IC)	fome Construction	aptured Value (K)	fome Construction	Aptured Value (K)	Jome Construction	aptured Value (K)	Home Construction	aptured Value (K)	Tome Construction	aptured Value (K)	iome Construction	aptured Value (K)	iome Construction	aptured Value (K)	
SINGLE FAMILY	-	s	100	\$ 17,500	200	\$ 35,000	200	\$ 35,000	200	\$ 35,000	200	\$ 35,000	200	\$ 35,000	200	\$ 35,000	200	\$ 35,000	200	\$ 35,000	300	\$ 52,500	
Total Home Sales			100		200		200		200		200		260		200		200		200		300		2000
Total Captured Value		s	0	\$17,500		\$35,000		\$35,000		\$35,000		\$35,000		135,000		\$35,000		\$35,000		\$35,000		\$52,500	\$350,800
Cumulative Captured Value		\$	D	\$17,500	3	\$52,500		\$87,500		\$122,500		\$157,500		192,500		\$227,500		\$262,500		\$297,500		\$350,000	

HHC, LLP

10/2/14

Note:

1. Captured value is presented in thousands of dollars.

## DRAFT FOR DISCUSSION PURPOSES ONLY

## SCHEDULE B

## TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF WOLFFORTH Commercial Buildout Schedule (In Thousands)

	2015 2016 2017 2018					2019		2020		2021		2022		2023		2024	2025						
Commercial Project Values	Acres	Captured Value (K)	Acres	Captured Value (K)	Acres	Captured Value (KO	Acres	Captured Value (K)	Acms	Captured Value (K)	Acres	Captured Value (K)	Acres	Captured Value (KC	Acres	Captured Value (KC	Acres	Captured Value (K)	Acres	Captured Value (KC	Acres	Captured Value (KC	
Commercial Development			50.0	\$ 25,000	75.0	\$ 37,500	75.0	\$ 37,500	75.0	\$ 37,500	75.0	\$ 37,500	75.0	\$ 37,500	75	\$ 37,500	75.0	\$ 37,500	75.0	\$ 37,500	75.0	\$ 37,500	
Total Captured Value		\$1		\$25,000		\$37,500		\$37,500		\$37,500		\$37,500		\$37,500		\$37,500		\$37,500		\$37,500		\$37,500	\$362,500
Cumulative Captured Value	1	\$1		\$25,000		\$62,500		\$100,000		\$137,500		\$175,000		\$212,500		\$250,000		\$287,500		\$325,000		\$362,500	

### Note

HHC, LLP

10/2/14

<sup>1.</sup> Captured value is presented in thousands of dollars.

## TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF WOLFFORTH Projected Assessed Valuations

## SCHEDULE C

												nior								
	Ir	ncremental								Citize	15 l	Exemption					City		County	Hosp. District
Tax	F	Residential	Residential	N	o. of	Cun	n.	Number		City		County	Н	osp. District			Project	ted	Projected	Projected
Roll		Assessed	Assessed	H	omes	No.	of	of Eligible	E	Exemption		Exemption	1	Exemption		Commercial	Taxab	le	Taxable	Taxable
Jan 1		Valuation	 Valuation	A	dded	Hom	es	Homes (1)	Α	Amount (2)		Amount (3)	Amount (3)			Valuation	Valuat	ion	Valuation	Valuation
2015	\$		\$			0	0	-	\$	~	\$	-	\$	-	\$	•		-	_	-
2016	\$	17,500,000	\$ 17,500,000		10	0	100	2.0	\$	-	\$	(33,000)	\$	(33,000)	\$	25,000,000	42,5	00,000	42,467,000	42,467,000
2017	\$	35,000,000	\$ 52,500,000		20	0 :	300	6.0	\$	-	\$	(99,000)	\$	(99,000)	\$	62,500,000	115,0	000,000	114,901,000	114,901,000
2018	\$	35,000,000	\$ 87,500,000		20	0	500	10.0	\$	-	\$	(165,000)	\$	(165,000)	\$	100,000,000	187,5	000,000	187,335,000	187,335,000
2019	\$	35,000,000	\$ 122,500,000		20	0 1	700	14.0	\$	-	\$	(231,000)	\$	(231,000)	\$	137,500,000	260,0	00,000	259,769,000	259,769,000
2020	\$	35,000,000	\$ 157,500,000		20	0	900	18.0	\$	-	\$	(297,000)	\$	(297,000)	\$	175,000,000	332,5	000,000	332,203,000	332,203,000
2021	\$	35,000,000	\$ 192,500,000		20	0 1	100	22.0	\$	-	\$	(363,000)	\$	(363,000)	\$	212,500,000	405,0	000,000	404,637,000	404,637,000
2022	\$	35,000,000	\$ 227,500,000		20	0 1	300	26.0	\$	-	\$	(429,000)	\$	(429,000)	\$	250,000,000	477,5	00,000	477,071,000	477,071,000
2023	\$	35,000,000	\$ 262,500,000		20	0 1	500	30.0	\$	-	\$	(495,000)	\$	(495,000)	\$	287,500,000	550,0	000,000	549,505,000	549,505,000
2024	\$	35,000,000	\$ 297,500,000		20	0 1	700	34.0	\$	_	\$	(561,000)	\$	(561,000)	\$	325,000,000	622,5	000,000	621,939,000	621,939,000
2025	\$	52,500,000	\$ 350,000,000		30	0 2	000	40.0	\$	-	\$	(660,000)	\$	(660,000)	\$	362,500,000	712,5	000,000	711,840,000	711,840,000
2026	\$	-	\$ 355,250,000			0 2	000	40.0	\$	-	\$	(660,000)	\$	(660,000)	\$	367,937,500	723,1	87,500	722,527,500	722,527,500
2027	\$	-	\$ 360,578,750			0 2	000	40.0	\$	-	\$	(660,000)	\$	(660,000)	\$	373,456,563	734,0	35,313	733,375,313	733,375,313
2028	\$	-	\$ 365,987,431			0 2	000	40.0	\$		\$	(660,000)	\$	(660,000)	\$	379,058,411	745,0	45,842	744,385,842	744,385,842
2029	\$	-	\$ 371,477,243			0 2	000	40.0	\$	-	\$	(660,000)	\$	(660,000)	\$	384,744,287	756,2	21,530	755,561,530	755,561,530
2030	\$	-	\$ 377,049,401			0 2	000	40.0	\$	-	\$	(660,000)	\$	(660,000)	\$	390,515,451	767,5	64,853	766,904,853	766,904,853
2031	\$	-	\$ 382,705,142			0 2	000	40.0	\$	-	5	(660,000)	\$	(660,000)	\$	396,373,183	779,0	78,326	778,418,326	778,418,326
2032	\$	-	\$ 388,445,720			0 2	000	40.0	\$		\$	(660,000)	\$	(660,000)	\$	402,318,781	790,7	64,500	790,104,500	790,104,500
2033	\$	-	\$ 394,272,405			0 2	000	40.0	\$	-	\$	(660,000)	\$	(660,000)	\$	408,353,563	802,6	25,968	801,965,968	801,965,968
2034	\$	-	\$ 400,186,491			0 2	000	40.0	\$	-	\$	(660,000)	\$	(660,000)	\$	414,478,866	814,6	65,357	814,005,357	814,005,357
2035	\$	-	\$ 406,189,289			0 2	000	40.0	\$	-	\$	(660,000)	\$	(660,000)	\$	420,696,049	826,8	85,338	826,225,338	826,225,338
2036	\$	-	\$ 412,282,128			0 2	000	40.0	\$		\$	(660,000)	\$	(660,000)	\$	427,006,490	839,2	88,618	838,628,618	838,628,618
2037	\$	-	\$ 418,466,360			0 2	000	40.0	\$	-	\$	(660,000)	\$	(660,000)	\$	433,411,587		77,947	851,217,947	851,217,947
2038	\$	-	\$ 424,743,355			0 2	000	40.0	\$	-	\$	(660,000)	\$	(660,000)		439,912,761		56,116	863,996,116	863,996,116
Total	\$	350,000,000	 ***************************************		2.000	······································														

Total \$ 350,000,000

2.000

Notes (1) Senior Citizen Exemption Eligibility is estimated at 2% of homes built

<sup>(2)</sup> City Senior Citizen Exemption is \$0

<sup>(3)</sup> County and Hospital District Senior Citizen Exemption is \$16,500

<sup>\*</sup> Values reflect 1.5% annual appreciation in property values after buildout in 2025

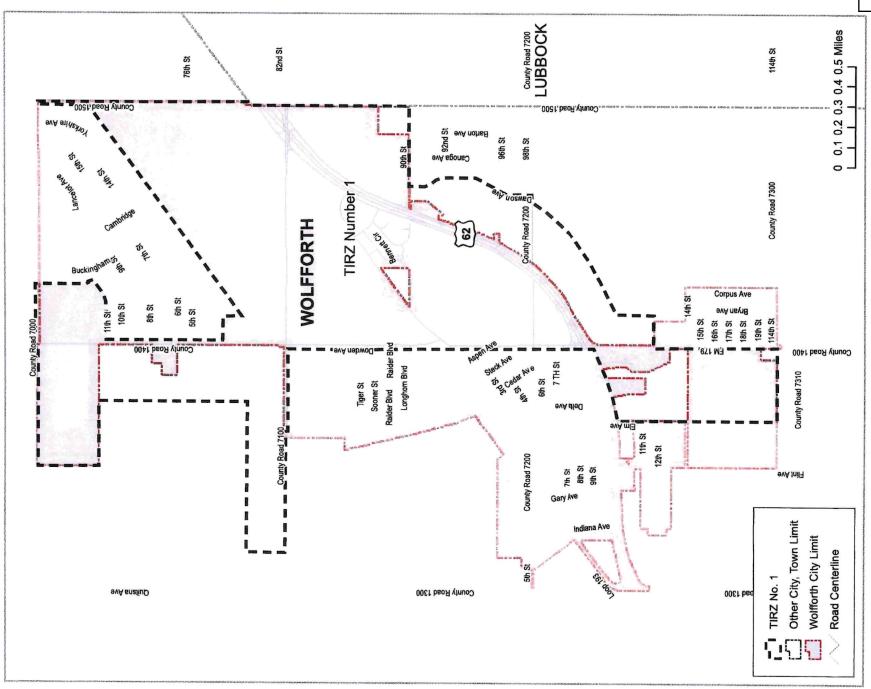
## TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF WOLFFORTH Frojected Zone Revenues

## SCHEDULE D

													Perent Value — [Projected Zone Revenues]												
							City Annual		Т			50%		50% 50%		50%			Comulative	Discount rat	c 5%			- 1	
1	- 1	I	75%	- 1	75%	City	5%	Cost of	Net	1	50%		County	1	Hospital	He	ospital		Zone	Zone Revenue	1				
T		Coll.	City	-	City	Anni	eni	Service Fee	City	1	Courty		Zone		District	D	istrict	Adı	ministrative	Available for					
Y	ar	rear Tax Rate		<u>- 1</u>	Participation	Admin Fee		(\$854/SFR)	Participation		Tax Rate	Participation			Tax Rate	Participation		Costs		Zone Projects	TIRZ Revenue				
1.	Т			ı.						Т											Collection		PV of TIRZ		ulative
1 2		2016	\$ 0.550				- 1		1	5	0.172655	\$	٠,	\$	0.059070			\$	-	\$ .	Year	Collection	Collection	P	PV
2 2		2017	\$ 0.550		\$ 233,963		(11,698)				0.172655	\$	73,321	\$	0.059070		25,085	\$	(45,000)		2017	\$190,271	\$181,211	\$	181,211
3 2	- 1	2018	\$ 0.550		633,075		(31,654)		1		0.172655	\$	198,382	\$	0.059070	1 -	67,872	\$	(45,000)		2018	\$566,476	\$513,810		695,021
4 2		2019	\$ 0.550		\$ 1,032,188	-	(51,609)		/1		0.172655	\$	323,443	\$	0.059070	1 -	110,659	ş	(45,000)		2019	5942,680	\$814,323	\$ 1,	,509,343
5 2		2020	\$ 0.550		\$ 1,431,300		(71,565)				0.172655	*	448,504	\$	0.059070	-	153,446	\$	(45,000)		2020	\$1,318,885	\$1,085,050	\$ 2,5	,594,393
6 2		2021	\$ 0.550		\$ 1,830,413		(91,521)	\$ (768,600			0.172655	\$	573,565	\$	0.059070	-	196,232	5	(25,000)	\$ 1,715,089	2021	\$1,715,089	\$1,343,817	\$ 3,	,938,210
7 2		2022	\$ 0.550		\$ 2,229,525		111,476)				0.172655	\$	698,626	\$	0.059070		239,019	\$	(25,000)		2022	\$2,091,294	\$1,560,556	\$ 5,	,498,766
	22	2023	\$ 0.550		\$ 2,628,638		131,432)	\$ (1,110,20)			0.172655	\$	823,687	\$	0.059070		281,806	\$	(25,000)		2023	\$2,467,498	\$1,753,605	\$ 7,	,252,371
9 2		2024	\$ 0.550		\$ 3,027,750		151,388)	\$ (1,281,000	4		0.172655	\$	948,748	\$	0.059070		324,593	5	(25,000)		2024	\$2,843,703	\$1,924,730	\$ 9,	,177,101
10 2			\$ 0.550		\$ 3,426,863		171,343)	\$ (1,451,800			0.172655	\$	1,073,809	\$	0.059070		367,379	\$	(25,000)	\$ 3,219,908	2025	\$3,219,908	\$2,075,581	\$ 11,	252,682
	25	2026	\$ 0.550		\$ 3,922,313		196,116)	\$ (1,708,000	,		0.172655	8	1,229,027	\$	0.059070	\$	420,484	\$	(15,000)	\$ 3,652,708	2026	\$3,652,708	\$2,242,446	\$ 13/	,495,128
	26	2027	\$ 0.550		\$ 3,981,147		199,057)	\$ (1,768,000		XI S	0.172655	\$	1,247,480	\$	0.059070	\$	426,797	\$	(15,000)	\$ 3,733,367	2027	\$3,733,367	\$2,182,822	\$ 15,	,677,950
13 2	27	2028	\$ 0.550		\$ 4,040,864	\$ (7	2012,(143)	\$ (1,708,000	\$ 2,130,8	n s	0.172655	\$	1,266,209	\$	0.059070	5	433,205	\$	(15,000)	\$ 3,815,235	2028	\$3,815,235	\$2,124,466	\$ 17,	,802,416
14 2	28	2029	\$ 0.550	50	\$ 4,101,477	\$ (2	205,074)	\$ (1,708,00		33 S	0.172655	\$	1,285,219	\$	0.059070	5	439,709	\$	(15,000)	\$ 3,898,332	2029	\$3,898,332	\$2,067,368	\$ 19,	,869,784
15 2	29	2030	\$ 0.550	50	\$ 4,163,000	S (2	208,150)	\$ (1,708,00)	\$ 2,246,8	50 S	0.172655	8	1,304,515	\$	0.059070	5	446,310	\$	(15,000)	\$ 3,982,675	2030	\$3,982,675	\$2,011,521	\$ 21,	,881,306
16 2	30	2031	\$ 0.550	50	\$ 4,225,445	\$ (2	211,272)	\$ (1,708,00	) \$ 2,306,1	72   5	0.172655	\$	1,324,100	\$	0.059070	s	453,011	\$	(15,000)	\$ 4,068,283	2031	\$4,068,283	\$1,956,913	\$ 23,	,838,219
17 2	31	2032	\$ 0.550	50 :	\$ 4,288,826	5 (7	214,441)	\$ (1,708,00	i) \$ 2,366,3	35   9	0.172655	\$	1,343,978	\$	0.059070	8	459,812	\$	(15,000)	\$ 4,155,175	2032	\$4,155,175	\$1,903,533	\$ 25,	,741,752
10 2	132	2033	\$ 0.550	50	8 4,353,159	s (2	217,658)	\$ (1,708,00	s 2,427,5	n s	0.172655	\$	1,364,155	\$	0.059070	\$	466,715	\$	(10,000)	\$ 4,248,370	2033	\$4,248,370	\$1,853,550	\$ 27,	,595,302
19 2	33	2034	\$ 0.550	SO :	\$ 4,418,456	\$ 6	226,923)	\$ (1,708,00	) \$ 2,489,5	33 S	0.172655	\$	1,384,634	\$	0.059070	5	473,721	\$	(10,000)	\$ 4,337,889	2034	\$4,337,889	\$1,802,482	\$ 29,	,397,785
28 2	34	2035	\$ (3.55)	50	\$ 4,484,733	\$ (	224,237)	\$ (1,708,00	) \$ 2,552,4	96 S	0.172655	8	1,405,421	\$	0.059070	5	480,833	\$	(10,000)	\$ 4,428,750	2035	\$4,428,750	\$1,752,607	\$ 31,	,150,392
21 2	35	2036	\$ 0.550	50	\$ 4,552,004	S (	227,600)	\$ (1,708,00	) \$ 2,616,4	74 S	0.172655	\$	1,426,519	8	0.059070	5	488,051	\$	(10,000)	\$ 4,520,974	2036	\$4,520,974	\$1,703,908	5 32,	,854,299
22 2	36	2037	\$ 0.550	50	\$ 4,620,284	\$ (	231,014)	\$ (1,708,00	\$ 2,681,2	70 S	0.172655	\$	1,447,934	\$	0.059070	\$	495,378	\$	(10,000)	\$ 4,614,582	2037	\$4,614,582	\$1,656,369	5 34,	,519,668
23 2	137	2038	\$ (0.550	50 :	\$ 4,689,588	\$ (	234,479)	\$ (1,708,00	s 2,747,1	19 S	0.172655	s	1,469,670	\$	0.059070	5	502,814	\$	(10,000)	\$ 4,709,593	2038	54,709,593	\$1,609,974	\$ 36,	,128,642
24 2	38	2039	\$ 0.550	50	\$ 4,759,932	\$ (	237,997)	\$ (1,768,00	n \$ 2,813,9	35 S	0.172655	\$	1,491,732	\$	0.059070	\$	510,363	\$	(10,000)	\$ 4,806,030	2039	\$4,806,030	\$1,564,706	\$ 37,	,685,348
	$\Box$				\$ 77,074,939	\$ (3,8	853,747)	\$ (30,829,40	1 \$ 42,391,7	92		\$	24,079,359	_		\$	8,263,293	\$	(489,800)	\$ 74,327,766		\$ 74,327,766	\$ 37,685,345		
																					NPV	= \$ 37,685,348			50.70%

	rishtp ISD	Frenship ISD						
T	ax Rate	Tax Revenue						
\$	1.50000	\$	-					
\$	1.50000	\$	637,500					
\$	1.50000	\$	1,725,000					
\$	1.50000	\$	2,812,500					
\$	1,50006	\$	3,900,000					
s	1,50000	\$	4,987,500					
\$	1.50000	\$	6,075,000					
\$	1.50000	\$	7.162,500					
s	1.50000	\$	8,250,000					
\$	1.50000	8	9,337,500					
\$	1.50000	\$	10,667,500					
\$	1.50000	\$	10,847,813					
\$	1.50000	\$	11,010,530					
s	1.50000	\$	11,175,688					
5	1.50000	8	11,343,323					
5	1.50000	\$	11,513,473					
\$	1.50000	\$	11,686,175					
\$	1.50000	\$	11,861,468					
5	1.50000	\$	12,039,390					
s	1.50000	\$	12,219,980					
s	1.50000	\$	12,403,280					
s	1.50000	s	12,589,329					
5	1.50000	\$	12,778,169					
\$	1.50000	ŝ	12,969,842					
<u> </u>		\$	210,013,458					

HHC, LLP



Item # 6.

# WOLFFORTH, TX The place to be

## **AGENDA ITEM COMMENTARY**

**MEETING NAME:** City Council

**MEETING DATE:** June 2, 2025

**ITEM TITLE:** Consider and take appropriate action on appointment of the

Comprehensive Plan Advisory Committee.

**STAFF INITIATOR:** Randy Criswell, City Manager

Tara Tomlinson, Director of Development Services

## **BACKGROUND:**

Following a call for citizen participation recommendations for the Comprehensive Plan Advisory Committee, city staff has contacted prospective members to confirm their interest and willingness to serve. The individuals listed below, all of whom are engaged members of the community, are submitted to the City Council for approval.

- Charlotte McDonald- City Council, Central Wolfforth
- Wes Houck- City Council, Preston Manor
- Derek Cobb- Frenship ISD
- Brandon Tyler- Real-estate, TIRZ member, Preston Manor
- Tom Sinclair- Business owner, Preston Manor
- Jordan Wheatley- Developer
- Scott Mann- Frenship Mesa
- Paige Lourenco- Overlook West
- Kris Kerr- SPEC, Frenship Mesa
- Michael Adams- Engineer, Frenship Mesa
- Kevin Hinds- Betenbough, Harvest
- Chelsea Salazar- Preston Manor, FISD Schoolboard Member

## **EXHIBITS:**

## COUNCIL ACTION/STAFF RECOMMENDATION:

City staff recommends approval of Comprehensive Plan Advisory Committee nominees.