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The 'information science' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social, cultural, economic and political contexts in which these activities take place. (p. 1)

The 'information studies' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social, cultural, economic and political contexts in which these activities take place. (p. 1)

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## Town of Ransom Canyon 2021-2022 Budget

THIS BUDGET WILL NOT RAISE MORE REVENUE FROM PROPERTY  
TAXES THAN LAST YEAR'S BUDGET.

TOWN OF RANSOM CANYON 2021-2022 UPDATED 08/27/21

BUDGET YEAR - GENERAL FUND 01

		2019-2020 BUDGET	2020-2021 ADOPTED BUDGET	2021-2022 ADOPTED BUDGET	CHANGE FROM PRIOR YR BUDGET
<b>DRAFT</b>					
<b>ACCT# REVENUES</b>					
<b>UTILITY REVENUE</b>					
401	WATER REVENUE	\$ (590,000)	\$ (600,000)	\$ (610,000)	1.67%
402	SEWER REVENUE	\$ (145,000)	\$ (145,000)	\$ (155,000)	6.90%
403	GARBAGE REVENUE	\$ (145,000)	\$ (145,000)	\$ (148,000)	2.07%
404	PENALTY REVENUE	\$ (4,000)	\$ (4,000)	\$ (4,000)	0.00%
405	MOSQUITO GROUND	\$ -	\$ -	\$ -	#DIV/0!
406	MOSQUITO AIR	\$ (3,000)	\$ (3,000)	\$ (3,000)	0.00%
408	TURN ON REVENUE	\$ (1,200)	\$ (1,200)	\$ (1,200)	0.00%
409	RV REVENUE (MONTHLY PAYEES)	\$ (5,500)	\$ (5,500)	\$ -	-100.00%
	UTILITY SUBTOTAL	\$ (893,700)	\$ (903,700)	\$ (921,200)	1.94%
<b>BUILDING PERMIT REVENUE</b>					
410	BUILDING PERMIT REVENUE	\$ (8,000)	\$ (5,000)	\$ (10,000)	100.00%
411	TAP CONNECTION REVENUE	\$ (2,000)	\$ (750)	\$ (3,200)	326.67%
	PERMIT SUBTOTAL	\$ (10,000)	\$ (5,750)	\$ (13,200)	129.57%
<b>FRANCHISE REVENUE</b>					
420	ATMOS FRANCHISE REVENUE	\$ (8,000)	\$ (8,000)	\$ (8,800)	10.00%
421	SPEC FRANCHISE REVENUE	\$ (15,000)	\$ (15,000)	\$ (16,000)	6.67%
422	SOUTH PLAINS TEL FRANCHISE REV	\$ (2,000)	\$ (2,000)	\$ (2,000)	0.00%
423	SBC FRANCHISE REVENUE	\$ (100)	\$ (100)	\$ (100)	0.00%
424	MISC FRANCHISE REVENUE/INTERNET	\$ (100)	\$ (100)	\$ (500)	400.00%
425	INTERNET REVENUE	\$ (4,900)	\$ (4,900)	\$ (4,900)	0.00%
	FRANCHISE SUBTOTAL	\$ (30,100)	\$ (30,100)	\$ (32,300)	7.31%
<b>AD VALOREM TAX REVENUE</b>					
443	DELINQUENT TAX REVENUE	\$ (1,200)	\$ (1,200)	\$ (5,115)	326.25%
444	CURRENT TAX REVENUE	\$ (875,000)	\$ (950,000)	\$ (945,000)	-0.53%
445	TAX P&I REVENUE	\$ (3,000)	\$ (3,000)	\$ (3,000)	0.00%
446	TAX CERTIFICATE REVENUE	\$ (100)	\$ (100)	\$ (100)	0.00%
	TAX SUBTOTAL	\$ (879,300)	\$ (954,300)	\$ (953,215)	-0.11%
<b>INTEREST REVENUE</b>					
455	INTEREST INCOME	\$ (22,000)	\$ (18,000)	\$ (5,000)	-72.22%
	INTEREST SUBTOTAL	\$ (22,000)	\$ (18,000)	\$ (5,000)	-72.22%
<b>LIBRARY REVENUE</b>					
465	LIBRARY REVENUE	\$ (6,500)	\$ (6,500)	\$ (6,500)	0.00%
	LIBRARY SUBTOTAL	\$ (6,500)	\$ (6,500)	\$ (6,500)	0.00%
<b>COURT REVENUE</b>					
477	COURT FEES	\$ (350)	\$ (250)	\$ (500)	100.00%

478	COURT FINES	\$ (350)	\$ (250)	\$ (1,000)	300.00%
	COURT SUBTOTAL	\$ (700)	\$ (500)	\$ (1,500)	200.00%

#### OTHER REVENUE

480	BUFFALO LAKE REVENUE	\$ (100,000)	\$ (100,000)	\$ (130,000)	30.00%
482	TEXAS WATER DEVELOPMENT BOARD		\$ (1,535,000)	\$ (2,710,000)	76.55%
483	CITY SALES TAX	\$ (13,000)	\$ (13,000)	\$ (14,000)	7.69%
486	LEOSE TRAINING REVENUE	\$ -	\$ -	\$ -	#DIV/0!
487	BOAT PERMIT REVENUE	\$ (600)	\$ (1,500)	\$ (1,500)	0.00%
488	RV STORAGE REVENUE annual payees	\$ (10,000)	\$ (10,000)	\$ (10,000)	0.00%
489	MISC REVENUE	\$ (4,000)	\$ (5,000)	\$ (7,000)	40.00%
491	NOTE PROCEEDS - CENTENNIAL BANK	\$ -	\$ -	\$ -	#DIV/0!
492	COVID GRANT FUNDS	\$ -	\$ (50,000)	\$ (170,000)	2.4
493	LUBBOCK COUNTY FIRE GRANT	\$ (10,300)	\$ (10,300)	\$ (10,300)	0.00%
495	CC PROCESSING FEES	\$ (550)	\$ (1,000)	\$ (2,500)	150.00%
490	GENERAL FUND TRANSFER	\$ (254,692)	\$ (210,801)	\$ (357,482)	69.58%
	OTHER SUBTOTAL	\$ (393,142)	\$ (1,936,601)	\$ (3,412,782)	76.23%

<b>TOTAL REVENUES</b>	<b>\$ (2,235,442)</b>	<b>\$ (3,855,451)</b>	<b>\$ (5,345,697)</b>	<b>38.65%</b>
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#### ACCT# EXPENDITURES

##### CITY COURT

504-4020	JUDGE CONTRACT	\$ 2,678	\$ 2,678	\$ 5,000	86.71%
504-4030	COURT OPERATING EXPENSE	\$ 1,200	\$ 1,200	\$ 1,200	0.00%
504-4040	COURT EDUCATION EXPENSE	\$ 3,000	\$ 3,000	\$ 3,000	0.00%
	COURT SUBTOTAL	\$ 6,878	\$ 6,878	\$ 9,200	33.76%

##### ADMINISTRATION

505-5000	PAYROLL, INCLUDING BENEFITS	\$ 257,788	\$ 264,916	\$ 258,334	-2.48%
505-5010	AUDIT	\$ 15,000	\$ 15,000	\$ 15,000	0.00%
505-5020	COMPUTER EXP	\$ 20,000	\$ 25,000	\$ 25,000	0.00%
505-5030	ELECTION EXP	\$ 4,000	\$ 4,000	\$ 4,000	0.00%
505-5040	XEROX EXPENSE	\$ 5,700	\$ 5,800	\$ 5,800	0.00%
505-5050	PITNEY BOWES EXPENSE	\$ 1,394	\$ 1,394	\$ 1,394	0.00%
505-5070	GENERAL LIABILITY INSURANCE	\$ 943	\$ 943	\$ 943	0.00%
505-5071	WORKERS COMP INS	\$ 628	\$ 854	\$ 854	0.00%
505-5075	E&O/REAL & PERSONAL, CRIME INSUR/	\$ 4,445	\$ 4,969	\$ 5,494	10.57%
505-5080	LEGAL EXPENSE	\$ 20,000	\$ 20,000	\$ 27,000	35.00%
505-5081	LEGAL EXPENSE CODIFY ORD	\$ 1,700	\$ 5,000	\$ 5,000	0.00%
505-5090	LCAD EXPENSE	\$ 14,756	\$ 15,459	\$ 16,382	5.97%
505-5100	MEETINGS-EDUCATION EXPENSE	\$ 10,000	\$ 10,000	\$ 10,000	0.00%
505-5101	CITY COUNCIL TML CONFERENCE	\$ 8,000	\$ 8,000	\$ 8,000	0.00%
505-5105	ASSOCIATION DUES EXPENSE	\$ 1,700	\$ 1,700	\$ 1,700	0.00%
505-5110	ADMIN OFFICE SUPPLIES	\$ 8,500	\$ 8,500	\$ 8,500	0.00%
505-5120	POSTAGE EXPENSE	\$ 5,200	\$ 5,200	\$ 5,200	0.00%
505-5130	PUBLIC RELATIONS EXPENSE	\$ 7,000	\$ 7,000	\$ 7,000	0.00%
505-5140	OFFICE UTILITY EXPENSE	\$ 10,500	\$ 10,500	\$ 10,500	0.00%
505-5150	OFFICE TELEPHONE EXPENSE	\$ 12,000	\$ 12,000	\$ 12,000	0.00%
505-5155	SECURITY SYSTEM	\$ 5,000	\$ 13,000	\$ 9,000	-30.77%
505-5170	MILEAGE REIMBURSEMENT	\$ 500	\$ 500	\$ 500	0.00%
505-5175	CREDIT CARD FEE EXPENSE	\$ 4,500	\$ 6,000	\$ 8,000	33.33%
	ADMINISTRATION SUBTOTAL	\$ 419,254	\$ 445,735	\$ 445,601	-0.03%

**OPERATIONS**

506-6000 PAYROLL, INCLUDING BENEFITS	\$ 152,043	\$ 153,556	\$ 158,000	2.89%
506-6010 DUES AND FEES EXPENSE	\$ 1,400	\$ 1,400	\$ 1,400	0.00%
506-6015 OPERATIONS SCHOOL EXPENSE	\$ 13,500	\$ 12,500	\$ 12,500	0.00%
506-6016 OPERATIONS CELL PHONE	\$ 6,000	\$ 6,000	\$ 6,000	0.00%
506-6020 ENGINEERING EXPENSE	\$ 17,000	\$ 17,000	\$ 17,000	0.00%
506-6030 BUILDING INSPECTION EXPENSE	\$ 7,000	\$ 6,000	\$ 6,000	0.00%
506-6040 GARBAGE CONTRACT EXPENSE	\$ 120,000	\$ 120,000	\$ 120,000	0.00%
506-6050 GAS AND OIL EXPENSE	\$ 13,000	\$ 13,000	\$ 13,000	0.00%
506-6055 MILEAGE REIMBURSEMENT	\$ 2,800	\$ 2,800	\$ 3,000	7.14%
506-6060 SHOP MATERIALS EXPENSE	\$ 2,000	\$ 2,000	\$ 2,000	0.00%
506-6080 BUILDING REPAIR EXPENSE	\$ 9,000	\$ 15,000	\$ 10,000	-33.33%
506-6100 EQUIPMENT REPAIR EXPENSE	\$ 8,000	\$ 8,000	\$ 8,000	0.00%
506-6110 SMALL TOOLS EXPENSE	\$ 500	\$ 500	\$ 500	0.00%
506-6120 UNIFORMS EXPENSE	\$ 6,500	\$ 6,500	\$ 6,800	4.62%
506-6160 EQUIPMENT PURCHASE EXPENSE	\$ 15,000	\$ 8,000	\$ 8,000	0.00%
506-6170 MOSQUITO SPRAY GROUND	\$ 7,000	\$ 7,000	\$ 7,500	7.14%
506-6171 MOSQUITO SPRAY AIR	\$ 13,000	\$ 13,000	\$ 13,000	0.00%
506-6200 WORKERS COMP	\$ 7,177	\$ 12,376	\$ 10,780	-12.90%
506-6210 AUTO& APD INSURANCE	\$ 4,202	\$ 4,202	\$ 4,284	1.95%
506-6220 GENERAL/E&O LIABILITY INS	\$ 2,018	\$ 2,018	\$ 2,018	0.00%
506-6230 REAL/PERSONAL/MOBILE PROP INS	\$ 4,462	\$ 5,500	\$ 5,830	6.00%
OPERATIONS SUBTOTAL	\$ 411,602	\$ 416,352	\$ 415,612	-0.18%

**FIRE DEPARTMENT**

507-7020 COMPUTER EXPENSE	\$ 300	\$ 300	\$ 1,500	400.00%
507-7030 DUES EXPENSE	\$ 75	\$ 75	\$ 575	666.67%
507-7040 EDUCATION EXPENSE	\$ 2,000	\$ 2,000	\$ 3,500	75.00%
507-7045 LUBBOCK COUNTY GRANT	\$ 10,300	\$ 10,300	\$ 10,300	0.00%
507-7050 EQUIPMENT EXPENSE	\$ 3,000	\$ 3,000	\$ 3,000	0.00%
507-7060 AUTO & APD INSURANCE EXPENSE	\$ 2,861	\$ 2,861	\$ 2,862	0.03%
507-7061 REAL & PERSONAL PROP INSURANCE	\$ 2,183	\$ 2,183	\$ 3,161	44.80%
507-7070 WORKERS COMP INSURANCE	\$ 533	\$ 631	\$ 631	0.00%
507-7080 MEDICAL EQUIPMENT EXPENSE	\$ 3,000	\$ 3,000	\$ 3,000	0.00%
507-7090 PERSONAL EQUIPMENT EXPENSE	\$ 2,500	\$ 2,500	\$ 2,500	0.00%
507-7100 RADIO REPAIR EXPENSE	\$ 3,000	\$ 3,000	\$ 3,000	0.00%
507-7140 BUILDING UTILITIES EXPENSE	\$ 7,000	\$ 7,000	\$ 7,000	0.00%
507-7145 FIRE STATION BUILDING REPAIR	\$ 3,000	\$ 3,000	\$ 3,000	0.00%
507-7150 TELEPHONE EXPENSE	\$ 2,000	\$ 2,000	\$ 2,000	0.00%
507-7160 VEHICLE REPAIR EXPENSE	\$ 20,000	\$ 17,000	\$ 17,000	0.00%
FIRE DEPARTMENT SUBTOTAL	\$ 61,752	\$ 58,850	\$ 63,029	7.10%

**LIBRARY**

508-8020 CONTRACT LABOR	\$ 21,631	\$ 21,631	\$ 22,280	3.00%
508-8030 LIBRARY EXPENSES	\$ 9,500	\$ 9,500	\$ 9,500	0.00%
508-8140 UTILITIES EXPENSE	\$ 2,400	\$ 2,400	\$ 2,400	0.00%
508-8150 TELEPHONE EXPENSE	\$ 1,064	\$ 1,245	\$ 1,245	0.00%
508-8160 WORKERS COMP INS	\$ 87	\$ 93	\$ 93	0.00%
LIBRARY SUBTOTAL	\$ 34,682	\$ 34,869	\$ 35,518	1.86%

**POLICE DEPARTMENT**

509-9000 PAYROLL, INCLUDING BENEFITS	\$ 263,793	\$ 260,331	\$ 285,390	9.63%
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509-9010 AMMUNITION	\$ 3,000	\$ 3,000	\$ 3,000	0.00%
509-9015 ANIMAL CONTROL	\$ 150	\$ 150	\$ 150	0.00%
509-9020 DUES EXPENSE	\$ 500	\$ 300	\$ 400	33.33%
509-9030 EDUCATION EXPENSE	\$ 3,500	\$ 3,500	\$ 3,500	0.00%
509-9041 EMERGENCY MGT TRAINING	\$ 1,500	\$ 1,500	\$ 1,500	0.00%
509-9050 GAS -OIL EXPENSE	\$ 8,500	\$ 8,000	\$ 9,000	12.50%
509-9055 MILEAGE REIMBURSEMENT	\$ -	\$ -	\$ -	#DIV/0!
509-9060 AUTO & APD INSURANCE EXPENSE	\$ 1,878	\$ 1,878	\$ 1,895	0.91%
509-9065 LAW ENFORCEMENT LIABILITY INSUR/	\$ 2,520	\$ 2,520	\$ 2,744	8.89%
509-9066 E&O/REAL & PERSONAL PROP INS	\$ 3,990	\$ 4,660	\$ 4,940	6.01%
509-9067 WORKERS COMP	\$ 5,898	\$ 8,996	\$ 9,500	5.60%
509-9070 CELL PHONE EXPENSE	\$ 4,500	\$ 4,750	\$ 4,750	0.00%
509-9090 OFFICE SUPPLY EXPENSE	\$ 500	\$ 500	\$ 500	0.00%
509-9110 SMALL EQUIPMENT EXPENSE	\$ 3,000	\$ 3,000	\$ 3,000	0.00%
509-9130 RADIO REPAIR EXPENSE	\$ 3,000	\$ 2,500	\$ 3,000	20.00%
509-9150 TELEPHONE EXPENSE	\$ 2,500	\$ 2,500	\$ 2,000	-20.00%
509-9160 VEHICLE REPAIR EXPENSE	\$ 5,000	\$ 5,500	\$ 6,000	9.09%
509-9175 SURVEILLANCE VIDEO CAMERAS	\$ 1,500	\$ 2,000	\$ 2,000	0.00%
509-9180 COMPUTER EXPENSE	\$ 1,500	\$ 5,500	\$ 5,500	0.00%
509-9200 UNIFORM EXPENSE	\$ 1,750	\$ 1,750	\$ 1,750	0.00%
509-9210 BOAT MAINTENANCE EXPENSE	\$ 500	\$ 500	\$ 500	0.00%
509-9220 LAKE REPAIR & MAINT EXPENSE	\$ 1,500	\$ 1,000	\$ 750	-25.00%
509-9221 COMMUNITY EVENTS EXPENSE	\$ 2,500	\$ 2,500	\$ 2,500	0.00%
POLICE DEPARTMENT SUBTOTAL	\$ 322,979	\$ 326,835	\$ 354,269	9.69%

#### SEWER DEPARTMENT

Type equation here.

510-1000 CHEMICALS	\$ 4,500	\$ 4,600	\$ 6,000	30.43%
510-1001 PAYROLL, INCLUDING BENEFITS	\$ 83,724	\$ 84,455	\$ 87,000	3.01%
510-1005 PERMIT INSPECTION EXPENSE	\$ 1,500	\$ 1,500	\$ 2,500	66.67%
510-1010 LAB EXPENSE	\$ 5,000	\$ 5,000	\$ 5,000	0.00%
510-1014 UTILITY EXPENSE	\$ 42,000	\$ 42,000	\$ 42,000	0.00%
510-1016 SEWER SLUDGE HAULING AND HANDL	\$ 2,000	\$ 2,000	\$ 2,000	0.00%
510-1020 REPAIR EXPENSE	\$ 18,000	\$ 18,000	\$ 18,000	0.00%
510-1025 WATER EXPENSE AT SEWER PLANT				
510-1100 WORKERS COMP	\$ 1,570	\$ 2,573	\$ 2,573	0.00%
SEWER DEPARTMENT SUBTOTAL	\$ 158,294	\$ 160,128	\$ 165,073	3.09%

#### ROADS AND GROUNDS DEPT

511-1000 PAYROLL, INCLUDING BENEFITS	\$ 79,640	\$ 80,361	\$ 81,773	1.76%
511-1100 STREET SWEEPING	\$ 7,000	\$ 7,000	\$ 7,000	0.00%
511-1101 CONTRACT ROAD REPAIR EXPENSE	\$ 2,000	\$ 2,000	\$ 2,000	0.00%
511-1110 EQUIPMENT REPAIR	\$ 2,000	\$ 2,000	\$ 2,000	0.00%
511-1115 GROUNDS MAINTENANCE EXPENSE	\$ 7,500	\$ 7,500	\$ 7,000	-6.67%
511-1120 MATERIALS & SUPPLIES EXPENSE	\$ 3,000	\$ 3,000	\$ 3,000	0.00%
511-1124 STREET SIGNS EXPENSE	\$ 1,400	\$ 1,300	\$ 1,300	0.00%
511-1130 TREE TRIMMING EXPENSE	\$ 2,500	\$ 2,000	\$ 2,000	0.00%
511-1140 PARK EXPENSES	\$ 10,000	\$ 8,000	\$ 8,000	0.00%
ROADS & GROUNDS SUBTOTAL	\$ 115,040	\$ 113,161	\$ 114,073	0.81%

#### WATER DEPARTMENT

512-1000 PAYROLL, INCLUDING BENEFITS	\$ 66,241	\$ 66,953	\$ 68,700	2.61%
512-1200 WATER SYSTEM PERMIT FEES	\$ 1,500	\$ 1,600	\$ 1,600	0.00%
512-1205 LAB EXPENSE	\$ 2,000	\$ 2,000	\$ 2,000	0.00%
512-1210 LP&L PURCHASE	\$ 375,000	\$ 370,000	\$ 370,000	0.00%



512-1214 UTILITIES EXPENSE	\$ 4,000	\$ 4,000	\$ 4,000	0.00%
512-1215 WATER METER EXPENSE	\$ 3,000	\$ 3,000	\$ 3,000	0.00%
512-1220 REPAIR EXPENSE	\$ 10,000	\$ 9,000	\$ 9,000	0.00%
512-6165 TANK INSPECTION	\$ 800	\$ 800	\$ 800	0.00%
WATER DEPARTMENT SUBTOTAL	\$ 462,541	\$ 457,353	\$ 459,100	0.38%

#### EMERGENCY OPERATIONS DEPARTMENT

514-1405 EOC DEPARTMENT EXPENSE	\$ 3,000	\$ 3,000	\$ 23,000	666.67%
514-1410 EOC SIREN	\$ 4,875	\$ 4,875	\$ 4,875	0.00%
EMERGENCY OPS SUBTOTAL	\$ 7,875	\$ 7,875	\$ 27,875	253.97%

#### BONDS

545-4500 BOND PRINCIPAL EXPENSE	\$ 100,000	\$ 100,000	\$ 130,000	30.00%
545-5000 BOND INTEREST EXPENSE	\$ 4,545	\$ 16,515	\$ 100,647	509.42%
545-5010 BOND SERVICING FEES		\$ 900	\$ 1,000	
BONDS SUBTOTAL	\$ 104,545	\$ 117,415	\$ 231,647	97.29%

TOTAL EXPENDITURES	\$ 2,105,442	\$ 2,145,451	\$ 2,320,997	8.18%
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#### CAPITAL EXPENDITURES

520-5010 SEAL COAT/STREET REPAIRS	\$ 85,000		\$ 185,500	#REF!
520-5030 WATER TANK REPAIR CIP	\$ -	\$ 710,000	\$ 710,000	0.00%
520-5701 VACTRON	\$ -	\$ -	\$ 57,000	
520-5073 SEWER PLANT REHABILITATION		\$ 1,000,000	\$ 2,000,000	100.00%
520-5009 VEHICLE -Police	\$ 45,000			#DIV/0!
520-5812 LAND PURCHASE/ACQUISITION	\$ -	\$ -	\$ 25,000	#DIV/0!
520-5813 FIRE TRUCK	\$ -	\$ -	\$ 47,200	
CAPITAL SUBTOTAL	\$ 130,000	\$ 1,710,000	\$ 3,024,700	76.88%
TOTAL BUDGET	\$ 2,235,442	\$ 3,855,451	\$ 5,345,697	38.65%

### RANSOM CANYON - SUMMARY OF REVENUE AND EXPENSES

TOTAL REVENUES	\$ 5,345,697
LESS OPERATING EXPENSES AND CAPITAL	\$ 5,345,697
NET POSITION	\$ -

### TOWN OF RANSOM CANYON - SUMMARY OF BANK BALANCES

as of 7/31/21

INTEREST & SINKIN	\$ 415,541.06	To be Discussed Further
POLICE SEIZURE	\$ -	By City Council
RESERVES	\$ 461,972.00	
CONSTRUCTION	\$ 648,535.49	
I&S WATER DEV.	\$ 83,899.03	
OPERATING	\$ 152,023.75	
TOTAL	\$ 1,761,971.33	

**ACTION ITEM: #11**

**Ordinance for Property  
Tax Rate**



**ORDINANCE NO: 21-00210**

**PERTAINING TO: 2021 TAX RATE**  
**DATE PASSED: SEPTEMBER 14, 2021**  
**DATE EFFECTIVE: OCTOBER 1, 2021**

**AN ORDINANCE LEVYING A TAX RATE FOR THE TOWN OF RANSOM CANYON FOR THE TAX YEAR 2021.**

**NOW THEREFORE BE IT ORDAINED AND ORDERED BY THE CITY COUNCIL FOR THE TOWN OF RANSOM CANYON, TEXAS:**

**SECTION 1:** We, the City Council of the Town of Ransom Canyon, Texas, do hereby levy or adopt the tax rate on \$100.00 valuation of property for this town for the tax year 2021 as follows:

\$ .54993	FOR THE PURPOSES OF MAINTENANCE AND OPERATIONS
\$ .060161	FOR THE PURPOSES OF PRINCIPAL AND INTEREST ON BONDS, CERTIFICATES OF OBLIGATION, AND LONG-TERM DEBT RETIREMENT
\$ .610091	<b>TOTAL TAX RATE</b>

The tax assessor/collector is hereby authorized to assess and collect the taxes of the Town of Ransom Canyon, Texas, employing the above tax rate.

**SECTION 2:** That the ad valorem taxes herein levied shall be payable on the 1<sup>st</sup> day of October, 2021, and may be paid up to and including the following January 31<sup>st</sup> without penalty, but if not paid, such taxes shall become delinquent on the following day, February 1<sup>st</sup>, and the following penalty shall be payable thereon: if paid during the month of February, seven percent (7%); during the month of March, nine percent (9%); during the month of April, eleven percent (11%); during the month of May, thirteen percent (13%); during the month of June, fifteen percent (15%); and on and after the 1<sup>st</sup> day of July, eighteen percent (18%). In addition to the above stated penalty and interest amounts, a 20% collection penalty will be added to the amount due on the first day of July, 2022.

**SECTION 3:** The taxes herein levied shall be a first and prior lien against the property upon which they are assessed and the first lien shall be superior and prior to all other liens, charges and encumbrances, and this lien shall attach to personal property to the same extent and with the same priorities to real estate.

**SECTION 4:** The liens provided herein shall attach as of January 1, 2022.

**SECTION 5:** Should any part of this ordinance be declared invalid, for any reason, that invalidity shall not affect the remainder of the ordinance, which remainder shall continue in full force and effect.

**THE TAX RATE WILL EFFECTIVELY BE DECREASED BY .0018% AND WILL DECREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$8.10**

**THE ABOVE ORDINANCE AND ORDER WAS PASSED BY THE CITY COUNCIL OF THE TOWN OF RANSOM CANYON, TEXAS ON THIS THE 14<sup>th</sup> DAY OF SEPTEMBER 2021, AND WAS EXECUTED IN DUPLICATE.**

**AND IT IS SO ORDERED, PASSED, AND APPROVED THIS 14<sup>th</sup> DAY OF SEPTEMBER, 2021.**

TOWN OF RANSOM CANYON

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Jana Trew, Mayor

ATTEST:

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Elena Quintanilla, City Secretary

**ACTION ITEM: #12**

**Ordinance for Vehicle  
Removal**

**SECOND READING OF ORDINANCE NO. 081021**

**VEHICLE REMOVAL ORDINANCE**

AN ORDINANCE OF THE TOWN OF RANSOM CANYON, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12, BY ADDING ARTICLE 12.05, "CITY VEHICLE LOT" AND ADDING SECTIONS TO PROVIDE FOR RENTAL OF SPACES; PROVIDE FOR ADMINISTRATION AND ENFORCEMENT; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

**WHEREAS**, the Town of Ransom Canyon ("City") owns a fenced-in vehicle lot;

**WHEREAS**, pursuant to Texas Local Government Code 51.012, the City may adopt an ordinance not inconsistent with state law, that is necessary for the government, interest, welfare, or good order of the municipality as a body politic;

**WHEREAS**, the City finds that it is necessary for the government, interest, welfare, or good order of the City as a body politic to lease spots in the vehicle lot as storage space on certain terms set by the City;

**WHEREAS**, this Ordinance was adopted at a meeting of the City Council of the Town of Ransom Canyon, Texas; (i) at which a quorum was present at a meeting of the City Council of the Town of Ransom Canyon, (ii) which was open to the public, as required by Chapter 551 of the Texas Government Code (the Open Meetings Act), and (iii) which was preceded with the notice required by the Texas Open Meetings Act.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF RANSOM CANYON, TEXAS:**

**TOWN OF RANSOM CANYON**

**CODE OF ORDINANCES**

**CHAPTER 12: TRAFFIC AND VEHICLES**

**ARTICLE 12.05: CITY VEHICLE LOT**

**SECTION 1. CHAPTER 12 CODE OF ORDINANCE IS AMENDED AS FOLLOWS:**

**Sec. 12.05.001. - Definitions**

The following words, terms, and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) Lessee means a person renting a space pursuant to this chapter.
- (b) Space means an area within the vehicle lot meant for vehicles.
- (c) Vehicle means a motor home (RV), camping trailer, boat, utility trailer, automobile, motorcycle, bicycle, recreational vehicle (ATV, etc.), watercraft, or other vehicle with wheels that is intended for conveyance or recreation.
- (d) Vehicle lot means a lot owned by the City where residents may rent spaces for vehicle storage on terms set by the City.
- (e) Vehicle space rental agreement means a contract, in a form approved by the City Council, between the City and a lessee for a space in the vehicle lot.

**Sec. 12.05.002. - Rental of Spaces**

- (a) A person may rent a space in the vehicle lot on terms set by the City, provided that they meet all the requirements of this Ordinance and of the vehicle space rental agreement;
- (b) Spaces may be rented for vehicle storage and for no other purpose;
- (c) Anyone renting a space in the vehicle lot must:
  - (i) Pay the rental fee set by the City;
  - (ii) Complete and sign the vehicle space rental agreement and comply with its terms; and
  - (iii) Maintain current registration and insurance on any vehicle stored in the vehicle lot pursuant to this section.

**Sec. 12.05.003. - Administration, Fines, and Enforcement**

- (a) The City Police shall have the power to administer and enforce the terms of this chapter.
- (b) The City Police may impose a fine, in an amount not to exceed \$100.00 (one hundred dollars) per day per violation on lessees failing to comply with the terms of this chapter.
- (c) If a lessee's noncompliance continues for sixty (60) days, the City may impound, at the lessee's expense, any vehicle subject to the rental agreement or any debris or other material that the lessee has placed in the vehicle lot.
- (d) Vehicles and other materials impounded under section (c) will be held by the City for sixty (60) days or until the lessee claims their property and pays all accrued fees and costs.
- (e) If after sixty (60) days, the lessee has not claimed the vehicle or other material and paid all accrued fees and costs, the City will dispose of the vehicle or other material in a manner determined at the discretion of the City Administrator.

## **SECTION 2. SAVINGS/REPEALING CLAUSE**

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

## **SECTION 3. SEVERABILITY**

Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

PASSED & APPROVED this, the \_\_\_\_ day of \_\_\_\_\_ 2021, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of Ransom Canyon, Texas.

**CITY OF RANSOM CANYON:**

by: \_\_\_\_\_  
Jana Trew, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena Quintanilla, City Administrator



# **ACTION ITEM: #13**

## **Ordinance for Designating Newspaper**

**RESOLUTION NO. R21-000914**

**A RESOLUTION OF THE CITY COUNCIL DESIGNATING AN OFFICIAL NEWSPAPER FOR THE PURPOSE OF PUBLISHING EACH ORDINANCE, NOTICE, OR OTHER MATTER REQUIRED BY LAW TO BE PUBLISHED FOR THE TOWN OF RANSOM CANYON FOR THE FISCAL YEAR 2021-2022.**

**WHEREAS**, the City Council finds that the *Slatonite* is a paper of general circulation within the Town of Ransom Canyon; and

**WHEREAS**, the City Council finds that the *Slatonite*:

- 1) Devotes not less than 25% of its total column lineage to general interest items;
- 2) Is published at least once each week;
- 3) Is entered as 2<sup>nd</sup> class postal matter in the county where published; and
- 4) Has been published regularly and continuously for at least 12 months before the governmental entity or representative published notice; and

**WHEREAS**, the City Council finds that the *Slatonite* is a publication that meets all of the criteria legally required of an officially designated newspaper for the Town of Ransom Canyon;

**WHEREAS**, Chapter 52, §52.004 of the Texas Local Government Code requires the City Council to designate an official newspaper for publishing each ordinance, notice, or other matter required by law or ordinance to be published; and

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANSOM CANYON, TEXAS, that:**

The *Slatonite* is designated as the official newspaper for the Town of Ransom Canyon for Fiscal Year 2021-2022, commencing October 1, 2021.

**PASSED & APPROVED BY THE CITY COUNCIL ON THIS, THE 14<sup>th</sup> DAY OF SEPTEMBER, 2021.**

**TOWN OF RANSOM CANYON:**

---

Jana Trew, Mayor

**ATTEST:**

---

Elena Quintanilla, City Secretary

# **ACTION ITEM: #14**

## **Librarian Contract**

## INDEPENDENT CONTRACTOR AGREEMENT

This agreement is entered into this the 1st day of October 2021, by and between Ransom Canyon ("City"), Principal, and Angelia R. Fikes ("Contractor"), Independent Contractor.

### RECITALS

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

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

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

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

### Contractor Duties and Obligations

1. The Librarian will be required to maintain a log of all hours worked at the Library.
2. The Librarian will be required to maintain the library hours of Tuesday and Thursday 2:30 pm – 6:00 pm and Saturday 12:00 pm – 3:00 pm.
3. The Librarian will inform the City Administrator when she will be on vacation and unable to open the Library.
4. The Librarian will be required to attend all city council meetings to report on the library.
5. The Librarian will be required to perform normal librarian duties including cataloging library materials and purchasing.
6. The Librarian will be required to plan and execute the following annual library events such as: Easter Activity, Christmas card fundraiser, Christmas gathering, the Summer Reading Program, and other activities throughout the year.
7. The Librarian will be required to maintain any and all duties that are required of a librarian.

### Compensation

The full amount to be paid to Contractor will be \$22,280 divided into 24-payments of \$928.00 each. If the agreement is cancelled, then payment will be made until the 30<sup>th</sup> day after termination notice.

### Term

This agreement shall go from October 1, 2021 until September 30, 2022 and continue in effect until terminated by either party with 30-days written notice to the other.

#### Assignment

This agreement cannot be assigned.

#### Choice of Law

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

#### Attorney's Fees

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

#### Notices

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

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

TO THE CONTRACTOR:       Angelia Fikes  
                                    3 Navajo Trail  
                                    Ransom Canyon, Texas 79366

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

#### Waiver and Delay

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

#### Entire Agreement

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

Severability

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

RANSOM CANYON, Principal

ANGELIA R. FIKES, Contractor

By: \_\_\_\_\_  
Jana Trew, Mayor

By: \_\_\_\_\_  
Angelia Fikes

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



# **ACTION ITEM: #15**

## **Auditor Letter**

# Terry & King, CPAs, P.C.

5707 114<sup>th</sup> Street  
P.O. Box 93550  
Lubbock, TX 79493-3550

Telephone - (806) 698-8858 – Fax – (866) 288-6490

Randel J. Terry, CPA  
Ryan R. King, CPA

August 20, 2021

To the Honorable Mayor and City Administrator

Town of Ransom Canyon, Texas  
24 Lee Kitchens Dr.  
Ransom Canyon, TX 79366-2200

We are pleased to confirm our understanding of the services we are to provide the Town of Ransom Canyon, Texas for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Ransom Canyon as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Ransom Canyon's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule – General Fund
3. Schedule of Changes in NPL and Related Ratios – TMRS
4. Schedule of Changes in OPEB and Related Ratios - TMRS
5. Schedule of Contributions for Pensions – TMRS
6. Schedule of Contributions for OPEB - TMRS

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of Ad Valorem Taxes Receivable

Members American Institute of Certified Public Accountants and the Texas Society of Certified Public Accountants



The CPA. Never Underestimate The Value.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Ransom Canyon and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Ransom Canyon's financial statements. Our report will be addressed to the City Council of the Town of Ransom Canyon. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Ransom Canyon is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transaction to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures - Internal Controls**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the Town of Ransom Canyon in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the city; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Terry & King, CPAs, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to certain regulators or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Terry & King, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.



Town of Ransom Canyon  
Engagement Letter, Page 6 of 6

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on November 8, 2021 and to issue our reports no later than the December 2021 Council meeting. Ryan King is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will be \$12,625. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoice for these fees will be rendered at the conclusion of the engagement and is payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Town of Ransom Canyon and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Terry & King, CPAs, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Ransom Canyon.

By: \_\_\_\_\_

Title: City Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

# **ACTION ITEM: #16**

## **Land Purchase Agreement**

## FARM AND RANCH CONTRACT

1. **Parties:** The parties to this contract are TERRY CROFOOT FAMILY LIMITED PARTNERSHIP, LP, a Texas Limited Partnership (Seller) and CITY OF RANSOM CANYON (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **Property:** The land, improvements, accessories and crops are collectively referred to as the "Property".

A. **LAND:** The land situated in the County of LUBBOCK, Texas, as described on the attached exhibit, also known as "Exhibit A", together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, Wind rights, solar rights, claims, permits, strips and gores, easements, and cooperative or association members.

B. **EXCLUSIONS:** The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession:

NONE

C. **RESERVATIONS:** Seller reserves ~~the following mineral, water, wind, royalty, solar timber or other interests. All all minerals owned by Seller. However, Seller shall have no right to use the surface to develop any such minerals.~~

3. **Sales Price:**

A. Cash Portion of Sales Price payable by Buyer at Closing: \$ 25,000.00

B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium): NONE.

4. **Earnest Money:** Upon execution of this contract by both parties, Buyer shall deposit \$2,500.00 as earnest money with LUBBOCK ABSTRACT & TITLE COMPANY. If Buyer does not deposit Earnest Money on the date stated, contract is null and void and can be terminated by Seller. Buyer shall deposit additional earnest money of \$ -0- with escrow agent within 15 days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

5. **Title Policy and Survey:**

A. **TITLE POLICY:** Seller shall furnish to Buyer, at Buyer's expense, an owner policy of title insurance (Title Policy) issued by: LUBBOCK ABSTRACT & TITLE COMPANY (Title Company) in the amount of the Sales Price dated at or after closing; insuring Buyer against loss under the provisions of the Title Policy, subject only to the exceptions listed herein, such other exceptions as may be approved in writing by the Buyer, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however,

Buyer Initial: \_\_\_\_\_ / Seller Initial: \_\_\_\_\_

Page | 1

~~(a) the boundary and survey exception shall be deleted;~~  
~~(b) the exception as to restrictive covenants shall be endorsed "None of Record" if applicable, and~~

~~(c) the exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".~~

~~promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:~~

- ~~\_\_\_\_\_ (1) The standard printed exception for standby fees, taxes and assessments;~~
- ~~\_\_\_\_\_ (2) Liens created as part of the financing described in Paragraph 4;~~
- ~~\_\_\_\_\_ (3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing;~~
- ~~\_\_\_\_\_ (4) The standard printed exception as to marital rights;~~
- ~~\_\_\_\_\_ (5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters;~~
- ~~\_\_\_\_\_ (6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read "shortages in area";~~
- ~~\_\_\_\_\_ (7) All exception matters listed in the Title Policy issued by LUBBOCK ABSTRACT & TITLE COMPANY.~~

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**B. COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 20. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.

**C. SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and any lender (check one only):

- ~~\_\_\_\_\_ (1) Within 10 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property. The existing survey may be recertified to a date subsequent to the effective date of this contract at the expense of [X] Buyer [ ] Seller.~~
- X (2) Within 10 days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ~~\_\_\_\_\_ (3) Within \_\_\_\_\_ days after the effective date of this contract, Seller, at Seller's expense, shall furnish a new survey to Buyer.~~

Buyer Initial: \_\_\_\_\_ / Seller Initial: \_\_\_\_\_

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\_\_\_\_ (4) No survey is required.

**D. OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey ~~other than items 6A(1) through (11) above~~ or disclosed in the Commitment other than those items specifically listed above items 6A(1) through (11) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

N/A

~~Municipal sewer plant expansion.~~

Buyer must object the earlier (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

**E. SURFACE LEASES:** Prior to the execution of this contract, Seller has provided Buyer with copies of written leases and given notice of oral leases (Leases) listed below or on the attached exhibit. The following Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title:

NONE

**F. TITLE NOTICES:**

(1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district prior to final execution of this contract.

(3) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(4) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the

Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(5) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(6) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property, you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(7) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.

**6. Property Condition:**

A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall turn on existing utilities for inspections.

**NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

Buyer Initial: \_\_\_\_\_ / Seller Initial: \_\_\_\_\_

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**B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only).**

- ☐ (1) Buyer has received the Notice.
- ☐ (2) Buyer has not received the Notice. Within \_\_\_\_\_ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- ☒ (3) The Texas Property Code does not require this Seller to furnish the Notice.

**C. Seller's Disclosure of Lead-Based Paint and Lead-Based Hazards is required by Federal law for a residential dwelling constructed prior to 1978.**

**D. ACCEPTANCE OF PROPERTY CONDITION: (Check only one)**

- ☒ (1) Buyer accepts the Property in its present condition.
- ☐ (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: N/A

**E. ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, Buyer shall be responsible for all environmental due diligence.

**F. SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) Any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) Any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) Any environmental hazards or conditions materially affecting the Property;
- (4) Any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) Any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) Any threatened or endangered species or their habitat affecting the Property.

**7. Brokers' Fees:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

Buyer Initial: \_\_\_\_\_ / Seller Initial: \_\_\_\_\_

**8. Closing:**

A. The closing of the sale will be on or before AUGUST 26, 2021, or within 7 days after objects made under Paragraph 6D have been cured or waived, whichever date is later. If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

**Commented [GF1]:** Will obviously need to be adjusted depending on when we get this thing signed up.

**B. AT CLOSING:**

(1) Seller shall execute and deliver a special warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of leases, if needed, and furnish tax statements or certificates showing no delinquent taxes on the Property. A special warranty deed as to the surface estate and a general warranty deed as to the water rights, groundwater rights and wind rights will be conveyed to Buyer.

(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents required of them by this contract, the Commitment or law necessary for the closing of the sale and the issuance of the Title Policy.

(4) There will be no liens, assessments or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

**9. Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: X upon closing and funding. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

**10. Special Provisions:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.) The following provisions are to survive closing:

a) Notwithstanding anything contained herein to the contrary, Buyer shall pay all costs of closing including any title company costs and/or expenses.

**11. Settlement and Other Expenses:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

Buyer Initial: \_\_\_\_\_ / Seller Initial: \_\_\_\_\_

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(b) Seller shall also pay an amount not to exceed \$ N/A to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses):

(a) Loan origination, discount, buy-down, and commitment fees (Loan Fees).

(b) Appraisal fees; loan application fees; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; mortgagee title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; and other expenses payable by Buyer under this contract.

B. Buyer shall pay Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by lender, if any.

C. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**12. Prorations and Rollback Taxes:**

A. Prorations: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

B. Rollback Taxes: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

**13. Casualty Loss:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to

do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary, or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

**14. Default:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract, and seek any other relief as may be provided by law, including, but not limited to, a claim for reimbursement for all costs and expenses, including attorneys fees, incurred as a result of this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) enforce specific performance, seek such other relief as may be provided by law, or both. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both or (b) bring an action to recover the non-refundable Earnest Money in a court of competent jurisdiction.

**15. Mediation:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**16. Attorney's Fees:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

**17. Escrow:**

A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. **EXPENSES:** If no closing occurs, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties.

C. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

**18. Representations:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

**19. Federal Tax Requirements:** If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

**20. Notices:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

**To Buyer at:**

City of Ransom Canyon  
Attn: Elena Quintanilla  
24 Lee Kitchens Dr.  
Ransom Canyon, TX 79366

Telephone: (806) 829-2470  
(806) 798-6262

Facsimile: \_\_\_\_\_

Email: [equintanilla@townofransomcanyon.org](mailto:equintanilla@townofransomcanyon.org)  
[crofootcattle@yahoo.com](mailto:crofootcattle@yahoo.com)

**To Seller at:**

Attn: TERRY CROFOOT  
Post Office Box 53188 (79453)  
4901 Lakeridge Drive (79424)  
Lubbock, Texas

Telephone: \_\_\_\_\_

Facsimile: (806) 798-9888

Email: \_\_\_\_\_

**21. Agreement of the Parties:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are:

Exhibit "A" – Legal Description of Property

**22. Consult an Attorney:** Real estate licensees cannot give legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is:

PC  
0827  
garrett@texasmunicipallawyers.com  
Garrett Ferguson  
Bojorquez Law Firm  
Telephone: (806) 872-  
Email:

Buyer Initial: \_\_\_\_\_ / Seller Initial: \_\_\_\_\_

Seller's Attorney is: Ryan J. Bigbee  
Bigbee & Curtis, LLP  
11010 Indiana Avenue  
P.O. Box 53068 (79453)  
Lubbock, Texas, 79423  
Telephone: (806) 319-8520  
Facsimile: (806) 686-4038  
Email: [ryan@bigbeecurtislaw.com](mailto:ryan@bigbeecurtislaw.com)

23. **1031 Exchange.** It is agreed by the Seller that the proceeds of this sale may be used in connection with a Section 1031 Tax-Free Exchange and Seller agrees to do any and all acts necessary to cooperate with Buyer in connection with such Section 1031 Tax-Free Exchange, so long as Seller is notified of same prior to Closing and all documents required to be executed are delivered to Seller prior to Closing.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

BUYER:

SELLER:

CITY OF RANSOM CANYON

TERRY CROFOOT FAMILY LIMITED  
PARTNERSHIP, LP, a Texas Limited Partnership

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: TERRY CROFOOT FAMILY  
MANAGEMENT CO., L.L.C., a Texas Limited  
Liability Company, as General Partner

By: \_\_\_\_\_  
Terry Crofoot, Manager

Buyer Initial: \_\_\_\_\_ / Seller Initial: \_\_\_\_\_

Exhibit "A"  
Legal Description

A 5.000-acre tract of land in Section 4, Block I, J.M. Kidwell Survey, Abstract Number 437, Lubbock County, Texas, being situated in that certain tract of land conveyed to the Terry Crofoot Family Limited Partnership, LP, described as "Tract IV" in a correction special warranty deed recorded in County Clerk's File Number 2009042011 of the Official Public Records of Lubbock County, Texas, said 5.000-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the north line of said parent tract for the northeast corner of this tract, said beginning point having coordinates of NORTHING: 7,252,013.79 and EASTING: 1,000,078.65, Texas Coordinate System, North Central Zone 4202, North American Datum of 1983, whence an "X" cut on the top of a metal fence brace found in the east line of said Section 4 at an ell corner of said parent tract bears South 88 degrees 21 minutes 31 seconds East a distance of 1090.33 feet and a bolt in rock mound found at the southeast corner of said Section 4 bears South 88 degrees 21 minutes 31 seconds East a distance of 1090.33 feet and South 01 degrees 38 minutes 43 seconds West a distance of 2633.96 feet;

(1) THENCE South 01 degrees 38 minutes 43 seconds West a distance of 351.29 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set for the southeast corner of this tract;

(2) THENCE North 88 degrees 21 minutes 31 seconds West a distance of 620.00 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set for the southwest corner of this tract;

(3) THENCE North 01 degrees 38 minutes 43 seconds East a distance of 351.29 feet to a 1/2-inch iron rod with a plastic cap marked "PSC RPLS 6453" set in the north line of said parent tract for the northwest corner of this tract, said point having coordinates of NORTHING: 7,252,031.55 and EASTING: 999,459.03, Texas Coordinate System, North Central Zone 4202, North American Datum of 1983, whence an "X" cut in a fence post cap found at the most westerly northwest corner of said parent tract bears North 88 degrees 21 minutes 31 seconds West a distance of 3567.36 feet;

(4) THENCE South 88 degrees 21 minutes 31 seconds East, along the north line of said parent tract, a distance of 620.00 feet to the POINT OF BEGINNING. Bearings and coordinates, called in this description are based on the Texas Coordinate System, North Central Zone 4202, North American Datum of 1983. Distances are called at surface. Areas called in this description are based on calculations made from surface distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those shown may affect these tracts. A plat of this survey is included on page 2 of this document.

Surveyed on the ground July 28, 2021

Buyer Initial: \_\_\_\_\_ / Seller Initial: \_\_\_\_\_

PROJECT 706-1: QUALITY CONTROL PLAN FOR THE 2000-2001 "TRAC" IN





# **ACTION ITEM: #17**

## **Atmos Resolution**

**RESOLUTION NO. 091421**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANSOM CANYON, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS (“CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY’S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE CITIES’ LEGAL COUNSEL.**

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

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

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

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

WHEREAS, the RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, Atmos West Texas filed its 2021 RRM rate request with Cities based on a test year ending December 31, 2020; and

WHEREAS, Cities coordinated its review of the Atmos West Texas 2021 RRM filing through its Executive Committee, assisted by Cities' attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as Cities' counsel and consultants, recommends that Cities approve an increase in base rates for Atmos West Texas of \$152,000 with an Effective Date of December 1, 2021; and

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

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

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

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

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

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

**Section 2.** That, without prejudice to future litigation of any issue identified by Cities, the City Council finds that the settled amount of an increase in revenues of \$152,000 for Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos West Texas within the municipal limits arising from Atmos West Texas' 2021 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**Section 3.** That the existing rates for natural gas service provided by Atmos West Texas are unreasonable. The new tariffs, attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos West Texas to recover annually an additional \$152,000 in revenue from customers in Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

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

**Section 5.** That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

**Section 6.** That Atmos West Texas shall reimburse the reasonable ratemaking expenses of the Cities in processing the Company's 2021 RRM filing.

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

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

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

**Section 10.** That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

the 1990s, the number of people in the world who are undernourished has increased from 250 million to 800 million (FAO 1996).

There are a number of reasons why the world's population is becoming more undernourished. The most important is the rapid increase in the world's population. The world's population is now over 6 billion and is projected to reach 9 billion by the year 2050 (UNEP 1992).

Another reason is the increasing demand for food. As the world's population increases, the demand for food increases. This is because people need more food to eat. The demand for food is also increasing because of the increasing demand for meat and other animal products.

A third reason is the increasing demand for food. As the world's population increases, the demand for food increases. This is because people need more food to eat. The demand for food is also increasing because of the increasing demand for meat and other animal products.

A fourth reason is the increasing demand for food. As the world's population increases, the demand for food increases. This is because people need more food to eat. The demand for food is also increasing because of the increasing demand for meat and other animal products.

A fifth reason is the increasing demand for food. As the world's population increases, the demand for food increases. This is because people need more food to eat. The demand for food is also increasing because of the increasing demand for meat and other animal products.

A sixth reason is the increasing demand for food. As the world's population increases, the demand for food increases. This is because people need more food to eat. The demand for food is also increasing because of the increasing demand for meat and other animal products.

A seventh reason is the increasing demand for food. As the world's population increases, the demand for food increases. This is because people need more food to eat. The demand for food is also increasing because of the increasing demand for meat and other animal products.

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A ninth reason is the increasing demand for food. As the world's population increases, the demand for food increases. This is because people need more food to eat. The demand for food is also increasing because of the increasing demand for meat and other animal products.

A tenth reason is the increasing demand for food. As the world's population increases, the demand for food increases. This is because people need more food to eat. The demand for food is also increasing because of the increasing demand for meat and other animal products.

A eleventh reason is the increasing demand for food. As the world's population increases, the demand for food increases. This is because people need more food to eat. The demand for food is also increasing because of the increasing demand for meat and other animal products.

A twelfth reason is the increasing demand for food. As the world's population increases, the demand for food increases. This is because people need more food to eat. The demand for food is also increasing because of the increasing demand for meat and other animal products.

**Exhibit A**  
**to 2021 RRM Resolution or Ordinance**

**Tariffs Effective December 1, 2021**

**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>RESIDENTIAL GAS SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after 12/01/2021</b>	

**Availability**

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

**Monthly Rate**

<b>Charge</b>	<b>Amount</b>
Customer Charge	\$ 17.52
Consumption Charge	\$ 0.27674 per Ccf

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

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

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

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



**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>COMMERCIAL GAS SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after 12/01/2021</b>	

**Availability**

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

**Monthly Rate**

<b>Charge</b>	<b>Amount</b>
Customer Charge	\$ 51.61
Consumption Charge	\$ 0.16312 per Ccf

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

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

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

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

**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>INDUSTRIAL GAS SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after 12/01/2021</b>	

**Availability**

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

**Monthly Rate**

<b>Charge</b>	<b>Amount</b>
Customer Charge	\$ 530.85
Consumption Charge	\$ 0.10081 per Ccf

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

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

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

**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>PUBLIC AUTHORITY GAS SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after 12/01/2021</b>	

**Availability**

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

**Monthly Rate**

<b>Charge</b>	<b>Amount</b>
Customer Charge	\$ 145.17
Consumption Charge	\$ 0.14227 per Ccf

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

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

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

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

**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>TRANSPORTATION SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after 12/01/2021</b>	

**Application**

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

**Type of Service**

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

**Monthly Rate**

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

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 530.85 per month
Consumption Charge	\$ 0.10081 per Ccf

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

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

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

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

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

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

The West Texas Division Rider RRM applies to this schedule.

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

**WEST TEXAS DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>TRANSPORTATION SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after 12/01/2021</b>	

**Imbalance Fees**

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

**Monthly Imbalance Fees**

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

**Curtailment Overpull Fee**

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

**Replacement Index**

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

**Agreement**

A transportation agreement is required.

**Notice**

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

**Special Conditions**

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

**Exhibit B**  
**to 2021 RRM Resolution or Ordinance**  
**Schedule for Pensions and Retiree Medical Benefits**

**ATMOS ENERGY CORPORATION**  
**WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM**  
**PENSIONS AND RETIREE MEDICAL BENEFITS FOR APPROVAL**  
**TEST YEAR ENDING DECEMBER 31, 2020**

Line No.	Description (a)	Shared Services (b)		Post-Employment Benefit Plan (c)		Pension Account Plan (d)		WTX Post-Employment Benefit Plan (e)		Supplemental Executive Benefit Plan (f)		Total (g)
		Pension Account Plan		Post-Employment Benefit Plan		Pension Account Plan		Post-Employment Benefit Plan		Supplemental Executive Benefit Plan		
1	Proposed Benefits Benchmark -											
2	Fiscal Year 2021 Willis Towers Watson Report											
3	Allocation Factor	\$ 2,884,473	\$ 7.47%	\$ 4,852,048	\$ 7.47%	\$ 1,072,565	\$ 96.59%	\$ 1,678,463	\$ 96.59%	\$ 58,565	\$ 96.59%	
4	Proposed Benefits Benchmark Costs (Excluding Removed Cost Centers)											
5	Allocated to West Texas (Ln 1 x Ln 2)	\$ 215,394	\$ 100.00%	\$ 362,320	\$ 100.00%	\$ 1,035,991	\$ 100.00%	\$ 1,621,227	\$ 100.00%	\$ 56,568	\$ 100.00%	
6	O&M and Capital Factor											
7	Proposed Benefits Benchmark Costs To Approve (Excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 215,394	\$ 100.00%	\$ 362,320	\$ 100.00%	\$ 1,035,991	\$ 100.00%	\$ 1,621,227	\$ 100.00%	\$ 56,568	\$ 100.00%	\$ 3,291,500
8	Summary of Expense Costs to Approve:											
9	O&M Expense Factor (WP_F-2.3, Ln 2)	69.20%		69.20%		51.03%		51.03%		100.00%		
10	Total Pension Account Plan	\$ 149,063	\$ 100.00%	\$ 250,743	\$ 100.00%	\$ 528,658	\$ 100.00%	\$ 827,300	\$ 100.00%	\$ 56,568	\$ 100.00%	\$ 677,721
11	Total Post-Employment Benefit Plan											\$ 1,078,043
12	Total Supplemental Executive Benefit Plan											\$ 56,568
13	Total (Sum Ln 12 through Ln 14)	\$ 149,063	\$ 100.00%	\$ 250,743	\$ 100.00%	\$ 528,658	\$ 100.00%	\$ 827,300	\$ 100.00%	\$ 56,568	\$ 100.00%	\$ 1,812,332

**Exhibit C**  
**to 2021 RRM Resolution or Ordinance**  
**Schedule for Amortization of Regulatory Liability**



**ATMOS ENERGY CORPORATION**  
**WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM**  
**AMORTIZATION OF REGULATORY LIABILITY**  
**TEST YEAR ENDING DECEMBER 31, 2020**

Line No.	Year Ended Dec. 31 (a)	Beginning Protected Balance (b)	Protected Amortization (c)	Ending Protected Balance (d)	Beginning Unprotected Balance (e)	Unprotected Amortization (f)	Ending Unprotected Balance (g)	Total Protected & Unprotected Amortization (h)	Total Protected & Unprotected Balance (i)
1	2017	\$ 4,520,509	\$ 45,205	\$ 4,520,509	\$ 54,690,095	\$ 616,780	\$ 54,690,095	\$ 661,985	\$ 59,210,604
2	2018	4,475,304	180,820	4,475,304	54,073,315	2,418,047	54,073,315	2,598,867	58,548,619
3	2019	4,294,484	180,820	4,294,484	51,655,269	2,262,557	51,655,269	2,443,377	55,949,752
4	2020	4,113,663	180,820	4,113,663	49,392,712	3,888,027	49,392,712	4,204,463	53,506,375
5	2021	3,797,228	180,820	3,797,228	45,504,685	9,579,934	45,504,685	9,760,754	49,301,912
6	2022	3,616,407	180,820	3,616,407	35,924,751	9,579,934	35,924,751	9,760,754	39,541,158
7	2023	3,435,587	180,820	3,435,587	26,344,817	9,579,934	26,344,817	9,760,754	29,780,404
8	2024	3,254,766	180,820	3,254,766	16,764,884	9,579,934	16,764,884	9,760,754	20,019,650
9	2025	3,073,946	180,820	3,073,946	7,184,950	7,184,950	7,184,950	9,760,754	10,258,896
10	2026	2,893,126	180,820	2,893,126	0	7,184,950	0	7,365,771	2,893,126
11	2027	2,712,305	180,820	2,712,305				180,820	2,712,305
12	2028	2,531,485	180,820	2,531,485				180,820	2,531,485
13	2029	2,350,665	180,820	2,350,665				180,820	2,350,665
14	2030	2,169,844	180,820	2,169,844				180,820	2,169,844
15	2031	1,989,024	180,820	1,989,024				180,820	1,989,024
16	2032	1,808,204	180,820	1,808,204				180,820	1,808,204
17	2033	1,627,383	180,820	1,627,383				180,820	1,627,383
18	2034	1,446,563	180,820	1,446,563				180,820	1,446,563
19	2035	1,265,743	180,820	1,265,743				180,820	1,265,743
20	2036	1,084,922	180,820	1,084,922				180,820	1,084,922
21	2037	904,102	180,820	904,102				180,820	904,102
22	2038	723,281	180,820	723,281				180,820	723,281
23	2039	542,461	180,820	542,461				180,820	542,461
24	2040	361,641	180,820	361,641				180,820	361,641
25	2041	180,820	180,820	180,820				180,820	180,820
26	2042		180,820	-				180,820	-
27									

**Notes:**

1. The annual amortization of the protected balance is a 25 year recovery period based on the Reverse South Georgia Method. The annual amortization of the unprotected balance is 5 years.
2. The Regulatory Liability is recorded to FERC Accounts 242 and 253, Sub Acct 27909.
3. This is the final WTX liability balance after the filing of Fiscal Year 2018 tax return.