



CITY COUNCIL MEETING

November 04, 2024 at 6:00 PM

WolfForth City Hall - 302 Main Street WolfForth, TX

AGENDA

CALL MEETING TO ORDER

INVOCATION - Councilmember Place 2 Houck

PLEDGE OF ALLEGIANCE - Mayor Pro Tem Hutcheson

ROLL CALL AND ESTABLISH A QUORUM

SAFETY REVIEW

CITIZEN ENGAGEMENT

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

CONSENT AGENDA

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

- 1.** Consider and take appropriate action on October 21, 2024 City Council meeting minutes
- 2.** Consider and take appropriate action on request for Hotel Occupancy Tax Fund support in the amount of \$3,000 for the Small Town Christmas Celebration.

REGULAR SESSION

- 3.** Consider and take appropriate action on Resolution 2024-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A CONSTRUCTION AGREEMENT WITH UTILITY CONTRACTORS OF AMERICA, INC FOR THE INSTALLATION OF WATER DISTRIBUTION IMPROVEMENTS FOR PROPOSED NEW ELEVATED STORAGE TANK; AND PROVIDING AN EFFECTIVE DATE

4. Consider and take appropriate action on Resolution 2024-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AWARDING THE BID FOR THE ALCOVE ELEVATED STORAGE TANK TO LANDMARK STRUCTURES I, LP, AND AUTHORIZING EXECUTION OF THE CONSTRUCTION CONTRACT IN THE AMOUNT OF \$4,852,000; AND PROVIDING AN EFFECTIVE DATE

5. Consider and take appropriate action on Resolution 2024-043

RESOLUTION OF THE CITY OF WOLFFORTH SUSPENDING THE DECEMBER 19, 2024 EFFECTIVE DATE OF ATMOS ENERGY CORP., WEST TEXAS DIVISION'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY ATMOS WEST TEXAS AND AUTHORIZING INTERVENTION IN ATMOS WEST TEXAS' REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE COMMISSION; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

6. Consider and take appropriate action on Resolution 2024-044 casting votes for the Lubbock Central Appraisal District Board of Directors

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURN

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

Certification

I, the undersigned authority do hereby certify that the Notice of Meeting was posted at City Hall of the City of Wolfforth, Texas was posted on November 1, 2024 at 5:00 p.m.

/s/ Terri Robinette, City Secretary



CITY COUNCIL MEETING

October 21, 2024 at 6:00 PM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

MINUTES

CALL MEETING TO ORDER

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

INVOCATION - Councilmember Place 1 Cooper

PLEDGE OF ALLEGIANCE - Councilmember Place 2 Houck

ROLL CALL AND ESTABLISH A QUORUM

PRESENT

Mayor Charles Addington

Councilmember Place 1 David Cooper

Councilmember Place 2 Wesley Houck

Mayor Pro Tem Doug Hutcheson

Councilmember Place 4 Charlotte McDonald

Councilmember Place 5 Austin Brashier

SAFETY REVIEW

CITIZEN ENGAGEMENT

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(unapproved draft)

Speakers can address only the City Council and not individual city officials or employees. The public cannot speak from the gallery but only from the designated speaker location.

There were no public comments.

CONSENT AGENDA

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

Councilmember McDonald requested removal of Item #2

Motion to approve the Consent Agenda Items #1, #3 and #4.

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

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

1. Consider and take appropriate action on October 7, 2024 City Council meeting minutes
2. Consider and take appropriate action on September 2024 departmental reports

Motion to approve Consent Agenda Item #2.

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

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

3. Consider and take appropriate action on 2nd reading of Resolution 2024-038

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

4. Consider and take appropriate action on Resolution 2024-039

A RESOLUTION OF THE CITY OF WOLFFORTH, TEXAS, APPROVING THE
INVESTMENT PORTFOLIO SUMMARY FOR THE QUARTER ENDED SEPTEMBER 30,
2024 AND PROVIDING AN EFFECTIVE DATE.

REGULAR SESSION

(unapproved draft)

5. Consider and take appropriate action on annual report from Frenship Youth Baseball

Carey Sallee, President of Frenship Youth Baseball, presented the Annual Report to Council as required by their contract. FYB ran league from March 1st though June 10th serving a total 1,032 players ages 4-12.

6. Consider and take appropriate action Resolution 2024-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN INDIVIDUAL PROJECT ORDER (IPO) WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE CITY OF WOLFFORTH WATER AND WASTEWATER MASTER PLAN UPDATE; AND PROVIDING AN EFFECTIVE DATE

Kenny Friar with Kimley Horn presented the details of the Water and Wastewater Master Plan including the gathering of fire-flow data and lift station data.

Motion to approve the IPO and authorize the City manager to sign

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

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

7. Consider and take appropriate action on possible selection of identifying markings on new elevated storage tank

City Manager Randy Criswell presented to the Council four different designs for the logo to be used on the the 0.5 MG Elevated Storage Tank to be constructed in south Wolfforth. After a brief discussion, Mayor Addington formed a committee consisting of Director of Development Services Tara Tomlinson, Councilmember Place 4 Charlotte McDonald, Councilmember Place 2 Wesley Houck, EDC Director Danielle Sweat and Public Works Director Randy Hall. The committee is to bring a design recommendation back to the City Council next month.

8. PUBLIC HEARING: Consider and take appropriate action on an amendment to the Wolfforth Code of Ordinances, Article 14.03 Use Regulations.

Tara Tomlinson, Director of Development Services, gave an overview of the formation of the Old Town Mixed Use District that has been completed through reviews by both the Planning and Zoning Commission and previous Council discussions.

Public Hearing was open by Mayor Addington at 6:36 PM

(unapproved draft)

There were no public comments

Public Hearing was closed at 6:36 PM

- 9. Consider and take appropriate action Ordinance 2024-038

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING CITY OF WOLFFORTH ZONING ORDINANCE BY AMENDING CHAPTER 14 ZONING; ADDING §14.03.0061 OLD TOWN MIXED-USE DISTRICT (OTM); ESTABLISHING THE OLD TOWN MIXED-USE DISTRICT TO SERVE AS THE COMMUNITY COMMERCIAL CENTER; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance 2024-038

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

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

- 10. Consider and take appropriate action on final plat for Overlook West Lot 182-A.

Motion to approve Overlook West Plat Amendment Lot 182-A

Motion made by Mayor Pro Tem Hutcheson, Seconded by Councilmember Place 2 Houck.

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

- 11. Consider and take appropriate action on award of Janitorial Services RFP

Motion to proceed with contract with American Facility Services in the amount of \$47,890.10 for annual janitorial services.

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

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

EXECUTIVE SESSION

(unapproved draft)

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

The City Council convened into executive session at 7:01 PM

- 12. 551.087 Deliberations Regarding Economic Development Negotiations: to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of financial or other incentive to a business prospect.

RECONVENE INTO OPEN SESSION

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

The City Council reconvened into open session at 7:35 PM. There was no action resulting from Executive Session.

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURN

Motion to adjourn at 7:41 PM

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

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

PASSED AND APPROVED THIS THE 4TH DAY OF NOVEMBER 2024.

Doug Hutcheson, Mayor Pro Tem
City of Wolfforth, Texas

ATTEST:

Terri Robinette, City Secretary



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	November 4, 2024
ITEM TITLE:	Consider and take appropriate action on request for Hotel Occupancy Tax Fund support in the amount of \$3,000 for the Small Town Christmas Celebration.
STAFF INITIATOR:	Terri Robinette, City Secretary

BACKGROUND:

Wolfforth will host its Annual Small Town Christmas on Monday, December 9. This event will include carriage rides, live music from Frenship elementary students, vendors, a visit from Santa and more.

Under Texas law, local HOT revenue can be used to promote tourism and the convention/hotel industry. This means the proceeds should be spent on projects or events that result in visitors to our community. This community event should bring in visitors from Lubbock County and the Frenship school district.

Current available HOT funds total just over \$600,000.

EXHIBITS:

COUNCIL ACTION/STAFF RECOMMENDATION:

Approve HOT funds for the Small Town Christmas Celebration in the amount of \$3,000.



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	November 4, 2024
ITEM TITLE:	Consider and take appropriate action on Resolution 2024-041, a resolution authorizing approval of a contract with UCA for installation of water distribution improvements for proposed new elevated storage tank
STAFF INITIATOR:	Randy Criswell, City Manager

BACKGROUND:

We've been waiting a few months now to execute the contract with UCA to install the needed distribution improvements that will serve the new elevated storage tank, provide better system interconnects between the north and the west portions of the distribution system, and provide a dedicated fill line for Tank #3. Kimley-Horn designed this project, we've had TCEQ approval for some time, and this is a part of the Phase 1 Capital Improvements Plan. We've included a drawing showing the locations of the water mains on this contract.

The attached contract with UCA has been prepared by the City Attorney and is ready for execution, with a total contract price of \$1,393,188.00. At the time of the preparation of this item, we are awaiting the execution of some needed easements for this project, and I anticipate we'll have all of these in hand soon. In order to keep the project moving as quickly as possible, I'm asking for approval of the contract and authorization to execute same upon receipt of all necessary easements.

EXHIBITS:

Contract
Map showing project locations

COUNCIL ACTION/STAFF RECOMMENDATION:

I respectfully request Resolution 2024-041 be approved, authorizing the City Manager to execute a contract with UCA in the amount of \$1,393,188.00, subject to and contingent upon final receipt of the necessary easements.

RESOLUTION NO. 2024-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A CONSTRUCTION AGREEMENT WITH UTILITY CONTRACTORS OF AMERICA, INC FOR THE INSTALLATION OF WATER DISTRIBUTION IMPROVEMENTS FOR PROPOSED NEW ELEVATED STORAGE TANK; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to authorize a contract with Utility Contractors of American, Inc (UCA) for the installation of water distribution improvements for proposed new elevated storage tank;

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

SECTION 1. The City Council hereby approves the contract with Utility Contractors of American, Inc (UCA) for the installation of water distribution improvements for proposed new elevated storage tank attached to this Resolution as **Exhibit A** and authorizes the City Manger to execute the contract.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Wolfforth, Texas on this the 4th day of November, 2024.

Doug Hutcheson, Mayor Pro Tem

Terri Robinette, City Secretary

**CONSTRUCTION AGREEMENT
WOLFFORTH 12-INCH WATERLINE EXTENSIONS**

CONTRACT NUMBER _____
PROPOSAL NUMBER: 1673

THIS CONTRACT AGREEMENT (THE “CONTRACT”) is made and entered into on this the ____ day of October 2024 (“Effective Date”) by and between, the CITY OF WOLFFORTH, TEXAS, a Home Rule city organized under the State of Texas, (the "Owner") and UTILITY CONTRACTORS OF AMERICA, INC. a Texas corporation (the "Contractor").

WITNESSETH, Contractor and Owner agree as follows:

1. THE WORK. The Contractor agrees to furnish all labor, material, and equipment necessary for performance of the installation of a twelve-inch waterline extension and casings associated with the Owner’s public water utility infrastructure (the “Work”) in completion of the Work as further described in **Exhibit “A”** (the "Contractor’s Proposal") in strict accordance with this Agreement, plans (**Exhibit “B”**) and other documents as modified, supplemented and amended from time to time collectively the ("Contract Documents"). Contractor agrees to perform the Work hereunder in a thorough and workmanlike manner.

2. CONTRACT SUM AND PAYMENTS. Subject to the provisions of the Contract, Owner agrees to pay Contractor a Lump Sum Total Contract Price of **\$1,393,188.00**, reflected in words as, **ONE MILLION THREE HUNDRED NINETY THREE THOUSAND ONE HUNDRED EIGHTY EIGHT DOLLARS AND NO/CENTS** (“Contract Price”) for the performance of the Work. This amount shall be paid in lump sum payments based on upon pay requests submitted by Contractor. Owner will deduct 10% retainage from each payment. Each pay request shall be accompanied by documents supporting the pay request. In no event shall Contractor be paid more than the Contract Price, unless agreed to and approved by the Owner, in writing, subject to the terms and conditions under Section 7 herein.

The ten percent (10%) retainage withheld from the progress payments may not be reduced until the Work is substantially complete.

3. NOTIFICATION. Within 24-hours of arriving and leaving the project, the Contractor will notify the following person(s):

- a. Randy Hall | Ph: (806) 548-6646 | E-mail: rhall@wolfforthtx.us

4. INSURANCE. All insurance required by the Contract to be purchased and maintained by Contractor, as enumerated in the table below, shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Work is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated hereunder, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

Insurance shall remain in effect at least until the Work is complete, and longer as expressly required elsewhere in the Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the jobsite to conduct other task arising from the Contract.

The required insurances under this Contract shall apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and include all necessary endorsements to support the state requirements.

Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract.

Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract within ten (10) days of the Effective Date of this Contract, but in any event before the start of the Work. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers, if applicable. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

Failure of Owner to demand such certificates or other evidence of the Contractor's (or Subcontractors or Suppliers) full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other Contractor's obligation to obtain and maintain such insurance.

In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner or third parties.

If Contractor does not purchase or maintain the insurance as required under the Contract, Contractor shall notify the Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Contractor must obtain such insurance immediately. Failure to obtain the required insurance coverage is a breach of this Contract.

Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, as applicable, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least ten (10) calendar days prior written notice has been given to the purchasing policyholder. Within three (3) business days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to the Owner.

Required Insurance Policies and Minimum Policy Limits

- a. *Worker's Compensation and Employer's Liability*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including as applicable, foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirements).

Workers' Compensation and Related Policies	Policy limits of not less than:
State	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory

- b. *Commercial General Liability – Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
- i. damages for bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 - ii. damages insured by reasonably available personal injury liability coverage, and
 - iii. damages because of injury to or destruction of tangible property wherever located, included loss of use resulting therefrom.
- c. *Commercial General Liability – Form and Content*: Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
- i. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual liability indemnity obligations in Section 13.
 - ii. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 - iii. Underground, explosion, and collapse coverage.

- iv. Personal injury coverage.
- v. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- d. *Commercial General Liability—Excluded Content*: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$1,000,000
Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage – Each Occurrence	\$1,000,000

- e. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- f. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Person	\$1,000,000
Each Accident	\$1,000,000

- g. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
- i. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in the Contract;

- ii. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
- iii. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
- iv. not seek contribution from insurance maintained by the additional insured; and
- v. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

5. REPRESENTATIONS AND WARRANTIES. THE CONTRACTOR REPRESENTS THAT ALL LABOR FURNISHED IN PERFORMANCE OF THE WORK WILL BE PERFORMED IN GOOD AND WORKMANLIKE MANNER, IN ACCORDANCE WITH GENERALLY RECOGNIZED INDUSTRY STANDARDS FOR THE WORK AND WARRANTS THAT THE MATERIALS AND EQUIPMENT FURNISHED IN CONNECTION WITH THE WORK SHALL BE NEW UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR FURTHER WARRANTS THE WORK AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS FOR A MINIMUM PERIOD OF **FIVE (5) YEARS** FROM THE DATE OF SUBSTANTIAL COMPLETION OR FOR SUCH OTHER PERIOD AS MAY BE SET FORTH IN CONTRACT DOCUMENTS. THIS WARRANTY SHALL BE IN ADDITION TO AND NOT IN LIMITATION OF ANY OTHER WARRANTY OR REMEDY GIVEN BY THE MANUFACTURER OF ANY MATERIAL OR EQUIPMENT OR REQUIRED BY LAW OR BY THE CONTRACT DOCUMENTS.

6. SCHEDULE OF WORK. Contractor shall perform the work within the schedule set forth under the Contract. Contractor acknowledges and agrees that *time is of the essence* in the performance of the Work. Contractor shall inform the Owner of the progress of the Work on a regular basis.

- a. All Work performed under this Contract must be performed during regular working hours, **Monday** through **Friday**, and between those hours of **7:00 a.m. to 5:00 p.m.** Contractor will not perform Work on **Saturday, Sunday**, or any legal Holiday, unless otherwise approved by Owner.
- b. Contractor shall be responsible for the cost of any overtime pay or other expenses incurred by the Owner occasioned by performance of Work on Saturday, Sunday, or any legal holiday, or as overtime on any regular workday, if Owner or Owner's employees are required to be present to inspect or observe the Work.

7. CHANGES IN THE WORK; CLAIMS FOR DELAY. Owner shall have the right, prior to completion of the Work, to order in writing changes in the Work or additional Work within the general scope of the Work ("Change Order"). When so ordered, Owner and the Contractor shall agree upon the value of the additional work added or omitted and the amount thereof shall be added to or deducted from the Contract Price, as the case may be. The Contractor shall make all claims

promptly to Owner for additional cost, extensions of time and damages for delay or as a result of amendments to the schedule for completing the Work in accordance with the Contract Documents.

8. FORCE MAJEURE. Contractor shall not be liable for failure to perform or for delay in performance resulting from any cause beyond Contractor's reasonable control or due to acts of God, act or omissions of the Owner, fires, floods, unusually severe weather, embargoes, strikes, insurrections, failure of power, government shutdowns, wars, hostilities, riots, epidemics or pandemics (excluding the known pandemic known as the novel coronavirus or COVID-19, unless otherwise affected by a governmental shut-down or other lawful regulation prevention the work from being performed). Any delay resulting from any such cause shall extend delivery dates to the extent caused thereby.

9. CLEAN-UP. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the Work, Contractor shall remove all waste materials and rubbish caused by its operations, and repair any damage that may have resulted from the Work.

10. COMPLIANCE WITH LAWS. The Contractor agrees to comply at its own expense, with all applicable federal, state and local statutes, ordinances and regulations and further agrees to require such compliance by each Subcontractor to the Contractor of labor, material or services. The Contractor shall (a) give all notices and obtain all necessary licenses and permits required by any governmental entity in connection with the Work; (b) comply with the provisions of all tax, social security, unemployment insurance and workers' compensation laws, whether state and/or federal, as may be in effect from time to time; (c) comply with applicable laws, ordinances, rules, regulations and orders for the safety of persons or property and (d) comply with all state and local bonding requirements, including those under Subchapter B, Chapter 2253 of the Texas Government Code.

Failure of Contractor to comply with any applicable law as of the Effective Date of the Contract, including those required during the execution of the Work, shall be deemed a material breach of the terms and conditions of the Contract entitling Owner to terminate the Contract for cause

11. ENVIRONMENTAL COVENANTS. Contractor covenants that it will not, in connection with the Work, violate any federal, state or local statute, regulation, rule, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Substance ("Environmental Laws"). For the purposes herein, "Hazardous Substance" shall be the meaning ascribed in any Environmental Law to any hazardous, toxic or dangerous waste, substance, pollutant or other material. Contractor covenants that it will receive, handle, use, store, treat, transport, and dispose of all Hazardous Substances in strict and timely compliance with all Environmental

12. RISK. The Contractor shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's subcontractors or suppliers; and (3) other property at or adjacent thereto, such as

structures and utilities not designated for removal, relocation or replacement in the course of construction. Risk of loss or damage to the Work shall remain with Contractor until final acceptance. Site security shall at all times be with the Owner.

13. INDEMNITY. THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD OWNER, AND ITS ELECTED OR APPOINTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, LIENS, FINES AND CIVIL PENALTIES, JUDGMENTS AND SETTLEMENTS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES (A) ARISING OUT OF OR IN ANY WAY RELATED TO, CONNECTED WITH OR RESULTING FROM THE WORK OR THE PRESENCE OF THE CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS OR AGENTS AT THE CONSTRUCTION SITE, TO THE EXTENT THAT SUCH CLAIM, DAMAGE, LOSS, LIABILITY OR EXPENSE IS CAUSED BY THE NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CONTRACTOR, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS; (B) ARISING OUT OF OR IN ANY WAY RELATED TO, CONNECTED WITH OR RESULTING FROM THE USE BY THE CONTRACTOR OF ANY PATENTED INVENTION, ARTICLE OR APPLIANCE OR THE INCORPORATION THEREOF IN THE WORK; OR (C) INCURRED, OR SUFFERED BY OR ASSERTED AGAINST OWNER BY ANY PERSON, ENTITY, SUBCONTRACTOR OR GOVERNMENTAL AGENCY AS A RESULT OF ANY VIOLATION OF ANY LIEN LAW, ENVIRONMENTAL LAW, OR THE RELEASE OR THREATENED RELEASE OF ANY HAZARDOUS SUBSTANCE, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE WORK.

14. CONSEQUENTIAL DAMAGES. Notwithstanding any provision contained in this Agreement to the contrary neither party nor its shareholders, officers, elected or appointed officials, directors, principals, agents, representatives, contractors, subcontractors, vendors, employees or related or affiliated entities shall be liable to the other hereunder for any punitive, consequential special, incidental or indirect loss or damage including cost of capital, loss of goodwill, loss of revenue, cost of replacement power increased operating costs. The parties further agree that the waivers and the disclaimers of liability indemnities releases from liability and limitations on liability expressed in this Agreement shall survive the termination or expiration and shall apply (whether in contract equity tort statute or otherwise) even if the event of the fault or negligence (including the sole negligence), strict liability or breach of warranty of the party indemnified released or whose liabilities are limited, and shall extend to the officers, directors, principals agents, contractors subcontractors vendors employees or related or affiliated entities of such party.

15. LIMITATION OF LIABILITIES. Notwithstanding any provision contained in this Agreement to the contrary, Contractor shall not be liable to Owner for any amounts that in the aggregate exceed 100% of the Contract Price.

16. INFORMATION AND DETAILS. All requests for information or details concerning the Work must be made through Owner's office in writing as far in advance of requirements as possible.

17. RESPONSIBILITY FOR WORK SITE SAFETY. Contractor understands and expressly acknowledges that it has the ultimate responsibility to determine safe working conditions and safe work practices for its employees and hereby agrees to practice safe work practices in conformity with existing industry, local, state and federal standards. Contractor also agrees to implement any reasonable request by the Owner to improve the safety of the Contractor's work site or working conditions for its employees.

18. NOTICE. Any notice required to be given by this Agreement shall be given in writing and shall be effective upon personal delivery, or upon mailing by United States Mail, certified mail return receipt, Priority Mail with tracking delivery or other U.S. mail service under tracking delivery to the addresses set forth below. The mailing addresses of the parties may be changed only by written notice to the other party.

OWNER

City of Wolfforth
302 Main St.
Wolfforth, TX 79382
Attn: City Manager
Ph: (806) 855-4120

CONTRACTOR

Utility Contractors of America, Inc.
5805 County Road 7700
Lubbock, TX 79424
Attn: Jonathan Ziegner
Ph: (806) 863-2642

19. VENUE. Lubbock County will be the venue for any lawsuits arising out of this Contract.

20. TERMINATION FOR CAUSE. Should Contractor at any time refuse or fail to prosecute the Work with promptness and diligence or be guilty of a violation of the terms of this Contract, including, but not limited to violations of law as enumerated under Section 10 above (“Default”), and Contractor has failed to cure such Default to Owner within thirty (30) days of the receipt in writing of notice of such a Default by Owner (“Default Notice”), Owner shall be entitled to terminate this Contract for Default, remove Contractor from the worksite(s) and takeover and complete the Work.

21. CONFIDENTIAL INFORMATION. Owner and Contractor (and any of its Subcontractors) agree to hold in confidence and consider to be proprietary, any information supplied to the receiving Party ("Receiving Party") by the disclosing Party ("Disclosing Party"), and designated in writing as confidential and/or proprietary, and in the case of the Contractor, any of its Subcontractors. The provisions of this Article 21 shall not apply to information within any one of the following categories: (i) information that was in the public domain prior to Receiving Party's receipt thereof from the Disclosing Party or that subsequently becomes part of the public domain by publication or otherwise except by the Receiving Party's wrongful act; (ii) information that the Receiving Party can show was in its possession prior to its receipt from the Disclosing Party through no breach of any confidentiality obligation; (iii) information received by the Receiving Party from a third party that did not have a confidentiality obligation; or (iv) information independently developed by Contractor or Owner. Owner may disclose such information to the extent that such disclosure is required by Law or Statute.

22. CHOICE OF LAW. This Agreement and any disputes arising from the interpretation of the terms or provisions of the Work shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflicts of law provisions.

23. AMENDMENT. This Agreement cannot be modified or amended except by a signed writing, and no oral or implied modification or rescission shall be binding upon the parties.

24. BINDING EFFECT. This Agreement shall inure to, and shall be binding upon, Owner, its successors and assigns.

25. SEVERABILITY. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the parties shall immediately renegotiate in good faith such invalid provision, consistent with the intent of this Agreement.

26. COUNTERPARTS. This Contract may be executed electronically and in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. An electronic or email “.PDF” signature of any party shall be considered to have the same binding legal effect as an original signature.

27. NO THIRD PARTIES BENEFITTED. The terms and provisions of this Contract are for the sole benefit of Owner and Contractor and their successors and assigns, and no third party is intended to benefit herefrom.

28. NO WAIVER. Either party’s waiving any Default or violation or breach of any term or covenant of this Contract does not waive any other violation or breach of any term, provision or condition of the Contract. Nor does either party’s forbearing to enforce one or more of the remedies provided in this Contract or by law on a Default waive the Default. Contractor’s accepting payment following Default under this Contract does not waive the Default.

29. CUMULATIVE REMEDIES. Owner’s or Contractor’s pursuance of any remedy provided herein will not preclude pursuing any other remedy provided in this Contract. Either party’s pursuing any remedy provided in this Contract or at law or in equity will not constitute a forfeiture or waiver of any damages accruing to either party by reason of violating any term or condition of this Contract. Nor will Owner’s pursuing any remedies provided in this Contract constitute a waiver or forfeiture of any set-off amount by Owner under this Contract.

30. TIME OF THE ESSENCE. Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings and conditions to be performed under this Contract.

31. PROHIBITED PERSONS AND TRANSACTIONS. Each party hereby represents and warrants to the other that such representing party is currently in compliance with, and such representing party further covenants that such representing party shall at all times during the performance of this Contract (including any extension thereof) remain in compliance with, the regulations of the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of Treasury

(including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including, but not limited to, Executive Order 13224, dated September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental, regulatory, or administrative action relating thereto.

32. ISRAEL BOYCOTT. By executing this Contract, Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

33. DISCLOSURE OF INTERESTED PERSONS. The parties acknowledge that Government Code Section 2252.908 ("Section 2252.908") requires business entities entering into a contract with a local government entity such as the City to complete a FORM 1295 promulgated by the TEC (which is available on the TEC website at <https://www.ethics.state.tx.us/forms/1295.pdf>) and to file it electronically with the TEC before the time the business entity executes and submits the contract to the local governmental entity. Contractor confirms that it has reviewed Section 2252.908, electronically filed a FORM 1295 with the TEC, and has provided the City with a completed FORM 1295 and certification of filing generated by the TEC's electronic filing application, as required by Section 2252.908.

34. TERRORIST ORGANIZATION CERTIFICATION. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used herein has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

35. FIREARMS CERTIFICATION. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any

traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

36. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties hereto with respect to its subject matter, and all prior agreements not herein contained, are specifically disclaimed, whether orally or in writing.

OWNER

CONTRACTOR

By: Charles Addington, II

By: _____

Title: Mayor, City of Wofforth

Title: _____

EXHIBIT A

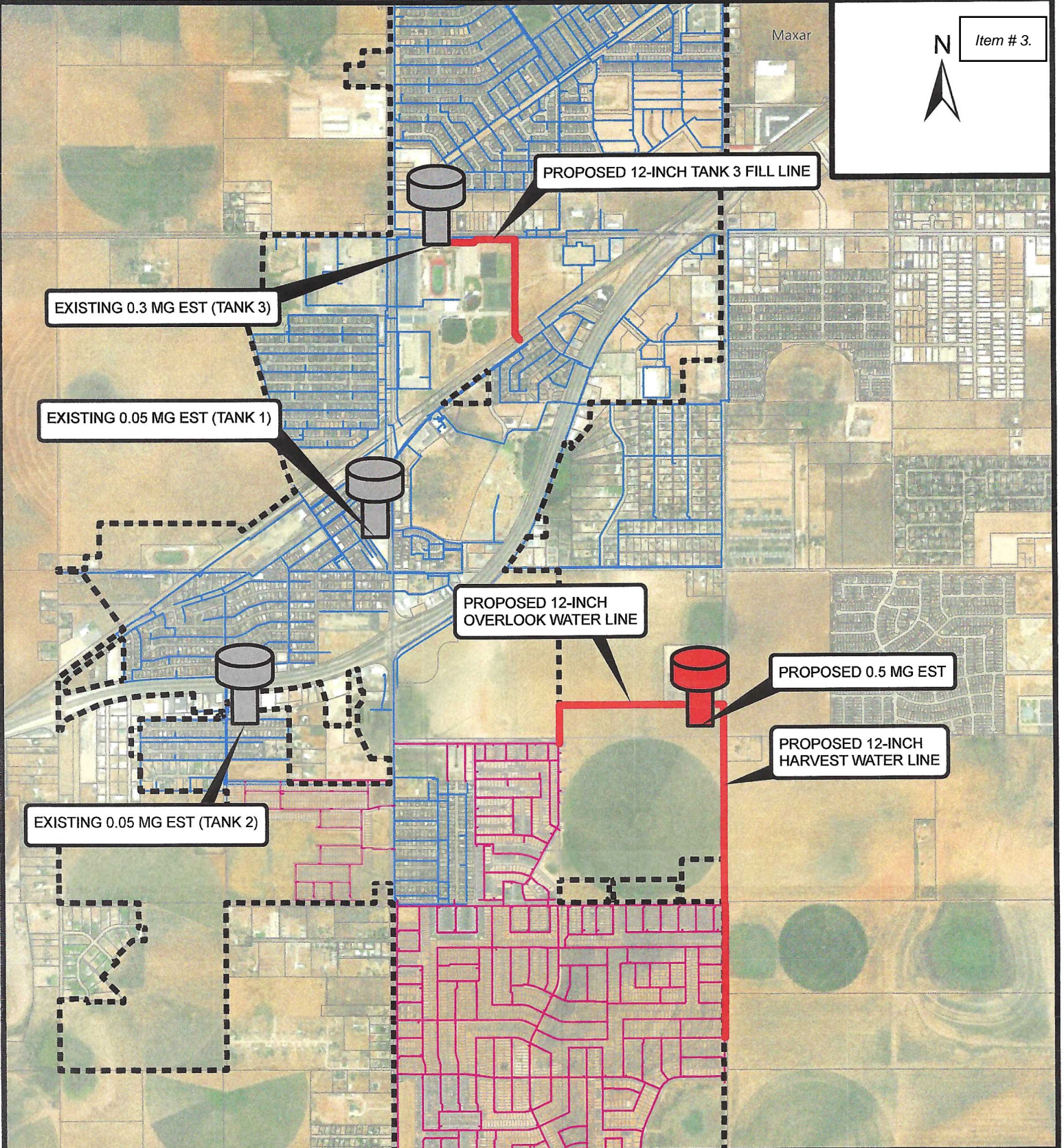
PROPOSAL FOR

12-INCH WATERLINE EXTENSIONS







INSTALLATION

EXHIBIT B

**CONSTRUCTION DOCUMENTS FOR
12-INCH WATERLINE EXTENSIONS
INSTALLATION**



Legend

-  PROPOSED WATER LINES
-  WOLFFORTH CITY LIMITS
-  EXISTING WATER LINES (CITY OF WOLFFORTH)
-  DEVELOPMENT FUNDED WATER LINES
-  PROPOSED EST
-  EXISTING EST



AGENDA ITEM COMMENTARY

MEETING NAME: City Council

MEETING DATE: November 4, 2024

ITEM TITLE: Consider and take appropriate action on Resolution 2024-042, a resolution awarding the bid for the Alcove Elevated Storage tank to Landmark Structures, I, LP, and authorizing execution of the construction contract in the amount of \$4,852,000.

STAFF INITIATOR: Randy Criswell, City Manager

BACKGROUND:

On Tuesday, October 29, bids were opened for the construction of the new Alcove Elevated Storage Tank. A bid tabulation is attached. After review and analysis of the bids, our engineer, Kimley-Horn has provided a recommendation for the bid to be awarded to Landmark Tank Builders in the amount of \$4,852,000. This project is a part of our Phase 1 Capital Improvements Plan. The estimated cost for this project was \$6.5 million, so of course we’re very pleased with the bids.

The tank is to be complete within 390 days from the date of the Notice to Proceed. Originally, we believed it would take 18 to 24 months to construct, so we’re also pleased with the time required. From this point, the bid is awarded, a contract is finalized, bonds are secured, and we issue a Notice to Proceed. Once that Notice is issued, the clock starts.

We’ve prepared a resolution that will award the bid to the low bidder and authorize execution of the contract.

EXHIBITS:

- Resolution
- Letter of Recommendation
- Bid Tabulation

COUNCIL ACTION/STAFF RECOMMENDATION:

We recommend Resolution 2024-042 be approved, awarding the bid for the Alcove elevated storage tank to Landmark Structures, I, LP in the amount of \$4,852,000, and authoring execution of the construction contract.

RESOLUTION NO. 2024-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AWARDING THE BID FOR THE ALCOVE ELEVATED STORAGE TANK TO LANDMARK STRUCTURES I, LP, AND AUTHORIZING EXECUTION OF THE CONSTRUCTION CONTRACT IN THE AMOUNT OF \$4,852,000; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to award the bid for the Alcove Elevated Storage Tank to Landmark Structures I, LP, and authorize execution of the construction contract in the amount of \$4,852,000

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

SECTION 1. The City Council hereby awards the bid for the Alcove Elevated Storage Tank to Landmark Structures I, LP, and authorizes execution of the construction contract in the amount of \$4,852,000 attached to this Resolution as **Exhibit A**.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Wolfforth, Texas on this the 4th day of November, 2024.

Doug Hutcheon, Mayor Pro Tem
City of Wolfforth, Texas

ATTEST:

Terri Robinette, City Secretary

October 31, 2024

Mr. Randy Criswell, P.E.
City of Wolfforth
302 Main Street
Wolfforth, TX 79382

RE: 0.5 MG ELEVATED STORAGE TANK

Dear Mr. Criswell:

On October 29, 2024, sealed bids were received and opened by the City of Wolfforth for the referenced project. A summary of the Bid Proposals is below.

Contractor	Bid Amount
Landmark Structures I, LP	\$4,852,000.00
Phoenix Fabricators and Erectors, LLC	\$5,065,889.00
Caldwell Tanks, Inc.	\$9,070,000.00

Kimley-Horn and Associates, Inc. has reviewed the sealed proposals. Based on the selection criteria set forth in the contract documents, **Landmark Structures I, LP** is the apparent responsible offeror for this project in the amount of **\$4,852,000.00**. Kimley-Horn and Associates, Inc. recommends awarding **Landmark Structures I, LP** the 0.5 MG Elevated Storage Tank contract for the sum of **\$4,852,000.00**.

If you have any questions or comments, please call me at (806) 686-1089.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE No. F-928



Kenny Friar, P.E.



**CITY OF WOLFFORTH
0.5 MG ELEVATED STORAGE TANK**

BID SUMMARY

Bids Received at 2:00 PM on Tuesday, October 29, 2024

Bid Evaluated = Base Bid Item 1 + Base Bid Item 2 + Base Bid Item 3 + Base Bid Item 4

<u>Contractor</u>	<u>Total Bid</u>
1. Landmark Structures I, LP	\$4,852,000.00
2. Phoenix Fabricators and Erectors, LLC	\$5,065,889.00
3. Caldwell Tanks, Inc	\$9,070,000.00

BID TABULATION

CHECKED BY:

Kenny Friar

Kenny Friar, PE
10/30/2024

Owner: City of Wolfforth
 Job No.: 066079904
 Project: 0.5 MG Elevated Storage Tank
 Date: October 30, 2024

BIDDER 1	BIDDER 2	BIDDER 3
Landmark Structures I, LP 1665 Harmon Road Ft. Worth, TX 76177	Phoenix Fabricators and Erectors, LLC 182 South County Road 900 East Avon, IN 46123	Caldwell Tanks, Inc. 4000 Tower Road Louisville, KY 40219

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid									
1	0.5 MG Elevated Storage Tank	1	LS	\$4,702,000.00	\$4,702,000.00	\$4,761,689.00	\$4,761,689.00	\$8,830,000.00	\$8,830,000.00
2	0.5 MG Elevated Storage Tank Trench Safety	1	LS	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
3	0.5 MG Elevated Storage Tank 1 Demolition	1	LS	\$74,500.00	\$74,500.00	\$149,600.00	\$149,600.00	\$115,000.00	\$115,000.00
4	0.5 MG Elevated Storage Tank 2 Demolition	1	LS	\$74,500.00	\$74,500.00	\$149,600.00	\$149,600.00	\$115,000.00	\$115,000.00

TOTAL BASE BID				\$4,852,000.00		\$5,065,889.00		\$9,070,000.00	
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AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	November 4, 2024
ITEM TITLE:	Consider and take appropriate action on resolution suspending the effective date of Atmos Energy's requested Rate Change
STAFF INITIATOR:	Rick Scott, ACM

BACKGROUND:

Atmos Energy Corp., West Texas Division filed an application on October 25, 2024, seeking to increase system-wide base rates by approximately \$66.1 million. If approved, this will increase the annual revenues received from the incorporated areas by approximately \$26.9 million (an increase of 32.27% excluding gas costs). According to Atmos West Texas, the impact of this approval on an average residential customer would be an increase of about \$16.66 per month (an increase of 10%).

The resolution suspends the December 19, 2024, effective date of the Company's rate change for the maximum period permitted by law to allow the City, working in conjunction with other Cities served by Atmos West Texas to intervene in the Railroad Commission Case No. 18879 to evaluate the filing.

The law provides that a rate request made by a gas utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Atmos West Texas's rate request is deemed approved.

The purpose of the resolution is to extend the effective date of Atmos West Texas' proposed rate increase to give the City time to review the rate-filing package. The resolution suspends the December 19, 2024, effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the other Cities Served by Atmos West Texas, to evaluate the filing.

The resolution also authorizes the City to participate in a coalition of Cities Served by Atmos West Texas in order to more efficiently represent the interests of the City and their citizens and authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates.

EXHIBITS:

Resolution

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends adoption of the resolution suspending the effective date of Atmos West Texas' proposed rate increase.

RESOLUTION NO. 2024-043

RESOLUTION OF THE CITY OF WOLFFORTH SUSPENDING THE DECEMBER 19, 2024 EFFECTIVE DATE OF ATMOS ENERGY CORP., WEST TEXAS DIVISION’S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY ATMOS WEST TEXAS AND AUTHORIZING INTERVENTION IN ATMOS WEST TEXAS’ REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE COMMISSION; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES’ RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about October 25, 2024, Atmos Energy Corp., West Texas Division (“Atmos West Texas” or “Company”) filed with the City of Wolfforth (“City”) a Statement of Intent to increase gas utility rates in all municipalities exercising original jurisdiction within its service area, effective December 19, 2024; 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 efficiently and cost effectively facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos West Texas service area; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

WHEREAS, the City’s consultants and attorneys recommend that the City suspend the application for further review; and

WHEREAS, Atmos West Texas has filed an application with the Railroad Commission that could become the docket into which appeals of city action on the Atmos West Texas filing are consolidated; and

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1. That the December 19, 2024, effective date of the rate request submitted by Atmos West Texas on or about October 25, 2024, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City joins other Cities Served by Atmos West Texas in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company’s filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 3. That the City shall work with Cities Served by Atmos West Texas in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and intervene as a necessary party in the Railroad Commission of Texas’ consideration of Atmos West Texas’ rate filing in Case No. 00018879 as it affects the customers in the unincorporated areas of Atmos West Texas’ service territory.

SECTION 4. That the City’s reasonable rate case expenses shall be reimbursed by Atmos West Texas.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6. 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 89424 (Philip.littlejohn@atmosenergy.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

(unapproved draft)

PASSED AND APPROVED this 4th day of November, 2024.

Doug Hutcheson, Mayor Pro Tem
City of Wolfforth, Texas

ATTEST:

City Secretary

DRAFT

MODEL STAFF REPORT

*****ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE BEFORE DECEMBER 19, 2024*****

PURPOSE:

Atmos Energy Corp., West Texas Division (“Atmos West Texas” or “Company”) filed an application on October 25, 2024, with cities retaining original jurisdiction seeking to increase system-wide base rates by approximately \$66.1 million. If approved, this will increase the annual revenues received from the incorporated areas by approximately \$26.9 million (an increase of 32.27% excluding gas costs). According to Atmos West Texas, the impact of this approval on an average residential customer would be an increase of about \$16.66 per month (an increase of 10%).

The resolution suspends the December 19, 2024, effective date of the Company’s rate change for the maximum period permitted by law to allow the City, working in conjunction with other Cities served by Atmos West Texas to intervene in the Railroad Commission Case No. 18879 to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by a gas utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Atmos West Texas’s rate request is deemed approved.**

Purpose of this Resolution:

The purpose of the resolution is to extend the effective date of Atmos West Texas’ proposed rate increase to give the City time to review the rate-filing package. The resolution suspends the December 19, 2024, effective date of the Company’s rate increase for the maximum period permitted by law to allow the City, working in conjunction with the other Cities Served by Atmos West Texas, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy to pursue, including settlement and ultimately to approve reasonable rates.

Explanation of “Be It Resolved” or “Be It Ordained” Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as “the maximum period allowed by law” rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on

the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Atmos West Texas' request to change rates by March 19, 2025

Section 2. This provision authorizes the City to participate in a coalition of Cities Served by Atmos West Texas ("Cities") in order to more efficiently represent the interests of the City and their citizens and authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the Railroad Commission of Texas (RRC).

Section 3. This section authorizes the City to intervene in and participate with Cities Served by Atmos West Texas as a party in the Company's filing, RRC Case No. 18879.

Section 4. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to Atmos West Texas for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Atmos West Texas' counsel and counsel for the Cities will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

Recommendation

The City Staff recommends adoption of the resolution suspending the effective date of Atmos West Texas' proposed rate increase.



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	November 4, 2024
ITEM TITLE:	Consider and take appropriate action on Resolution casting votes for the Lubbock Central Appraisal District Board of Directors
STAFF INITIATOR:	Terri Robinette, City Secretary

BACKGROUND:

Provided as an exhibit for this item, you will find a letter from Tim Radloff, Chief Appraiser of LCAD, providing information for the election of Directors for the Lubbock Central Appraisal District Board of Directors. There are five candidates on the ballot, and based on WolfForth's total appraised valuation of property, we have 51 votes to cast. The votes may be cast any way you choose.

A Resolution is also included as an exhibit, and once your votes are determined, I will complete the appropriate sections and send to the District.

EXHIBITS:

LCAD Ballot

COUNCIL ACTION/STAFF RECOMMENDATION:

Council discretion

RESOLUTION

WHEREAS, Section 6.01 of the Texas Property Code, V.A.C.S., established an appraisal district in each county to appraise property for ad valorem tax purposes of each taxing unit in the district; and,

WHEREAS, the Property Tax Code, V.A.C.S., authorized the establishment of appraisal districts to be governed by a Board of Directors; and,

WHEREAS, the City of Wolfforth is a taxing unit within the Lubbock Central Appraisal District entitled to cast votes for the election of persons to the Board of Directors of the District; and,

WHEREAS, the Chief Appraiser has received timely nominations from voting taxing units, has prepared the following ballot of candidates for the Board of Directors, and has determined that the City of Wolfforth is entitled to cast 51 votes in the election of the District's Board of Directors;

NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOLFFORTH:

THAT, the 51 votes of the City of Wolfforth are cast for candidates for the Lubbock Central Appraisal District Board of Directors as follows:

<u>NAME</u>	<u>NUMBER OF VOTES</u>
Garza, Sonny	_____
Goen, Brady	_____
Jones, Greg	_____
McQueen, Bobby	_____
Reynolds, Noe	_____

AND THAT, a copy of this Resolution be submitted to the Chief Appraiser before December 15, 2024, in order that the votes of the City of Wolfforth may be counted.

Passed by the City Council this _____ day of _____, 2024.

Dr. Charles Addington, Mayor

ATTEST:

City Secretary

**2024 CALCULATION OF VOTES TO SELECT FIVE DIRECTORS
FOR THE LUBBOCK CENTRAL APPRAISAL DISTRICT**

TAXING UNIT	2023 LEVY	PERCENTAGE 2023 LEVY TOTAL LEVY	X 1000	X Number of Directors	Number of Votes
CITIES					
Abernathy	200,713	0.03845%	0.38	5	2
Idalou	812,141	0.15556%	1.56	5	8
Lubbock	123,109,846	23.58104%	235.81	5	1,178
New Deal	310,052	0.05939%	0.59	5	3
Ransom Canyon	1,169,076	0.22393%	2.24	5	11
Shallowater	1,646,068	0.31530%	3.15	5	16
Slaton	1,596,675	0.30583%	3.06	5	15
Wolfforth	5,301,478	1.01547%	10.15	5	51
SCHOOLS					
Abernathy	1,159,829	0.22216%	2.22	5	11
Frenship	71,093,955	13.61767%	136.18	5	681
Idalou	4,462,913	0.85485%	8.55	5	43
Lorenzo	82,706	0.01584%	0.16	5	1
Lubbock-Cooper	60,644,487	11.61613%	116.16	5	581
Lubbock	119,836,227	22.95400%	229.54	5	1,148
New Deal	6,132,902	1.17473%	11.75	5	59
Roosevelt	3,027,289	0.57986%	5.80	5	29
Shallowater	6,242,752	1.19577%	11.96	5	60
Slaton	6,727,929	1.28870%	12.89	5	64
Southland	6,824	0.00131%	0.01	5	0
COUNTY					
Lubbock County	108,507,375	20.78402%	207.84	5	1,039
TOTALS	522,071,239	1.00000	1,000		5,000

LUBBOCK CENTRAL APPRAISAL DISTRICT

TIM RADLOFF, RPA, RTA, CCA
Chief Appraiser / Administrator

OFFICE OF THE
CHIEF APPRAISER



October 18, 2024

Dr. Charles Addington
Mayor
City of Wolfforth
P.O. Box 36
Wolfforth, TX 79382-0036

Dear Dr. Addington:

In compliance with the provisions of Section 6.03 of the Texas Property Tax Code I have received director nominations from voting units located within the Lubbock Central Appraisal District. Enclosed you will find a resolution containing the ballot with the names of those nominated for directors listed in alphabetical order.

Each voting unit that chooses to cast its votes must vote in open meeting, report its vote by written resolution, and submit it to the chief appraiser before December 15, 2024. It is important that the aforesaid method of voting, reporting of votes, and submission of the votes to the chief appraiser before the deadline be followed. A unit may cast all its votes for one candidate or may distribute the votes among any number of candidates named on the ballot.

A voting unit may only cast its votes for a person timely nominated and named on the enclosed ballot. There is no provision for write-in candidates. Since we only have five nominees this time, those listed on the enclosed ballot will be your directors. Even so, the participation of all eligible units in the voting process would be appreciated.

Before December 31, I will count the votes and officially declare elected the five candidates who received the largest vote totals. I am required to notify all taxing units and all the candidates of the election results before December 31, 2024.

Additionally, I have enclosed another copy of the worksheet showing the calculation of the number of votes to which each taxing unit is entitled. Other details are contained in my letter to you of August 27, 2024.

Thank you for your participation in the board of directors' selection process. If you would like to discuss any aspect of the process, please contact me at your convenience.

Respectfully submitted,

Tim Radloff

Tim Radloff

Enclosures

cc: Randy Criswell
Terri Robinette