



CITY COUNCIL MEETING

March 04, 2024 at 6:00 PM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

AGENDA

CALL MEETING TO ORDER

INVOCATION - Mayor Pro Tem Hutcheson

PLEDGE OF ALLEGIANCE - Council member McDonald

ROLL CALL AND ESTABLISH A QUORUM

SAFETY REVIEW

CITIZEN ENGAGEMENT

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

CONSENT AGENDA

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

- 1.** Consider and take appropriate action on minutes from February 5, 2024 Council meeting
- 2.** Consider and take appropriate action on minutes from February 27, 2024 Council meeting.
- 3.** Consider and take appropriate action on Lease and Service Agreement with Safe Haven Baby Boxes, Inc.
- 4.** Consider and take appropriate action on Resolution 2024-010

A RESOLUTION OF THE CITY OF WOLFFORTH CITY COUNCIL AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE HOMELAND SECURITY GRANTS DIVISION OF THE OFFICE OF THE GOVERNOR FOR A STATE HOMELAND SECURITY PROGRAM GRANT (SHSP) FY2025; PROJECT TITLE SPECIALITY TEAM SUSTAINMENT, GRANT 4978901; DESIGNATING THE FIRE CHIEF TO ACT ON BEHALF OF THE CITY OF WOLFFORTH IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF WOLFFORTH CITY COUNCIL WILL COMPLY WITH THE GRANT REQUIREMENTS.

5. Consider and take appropriate action on Pay Request No. 5 from UCA for 12-inch Loop Line Project

REGULAR SESSION

6. Consider and take appropriate action on a termination of management agreement for city wastewater facility
7. Consider and take appropriate action on discussion of Council Meeting video recordings
8. Consider and take appropriate action on Final Plat for Hale Addition.
9. Consider and take appropriate action on a report concerning readdressing for portions of Dowden Rd. and E 5th Street.
10. Consider and take appropriate action on staff report pertaining to ABC Bank of Wolfforth private sewer line
11. Consider and take appropriate action on an Ordinance 2024-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING THE CODE OF ORDINANCES APPENDIX A FEE SCHEDULE BY AMENDING A1.013 UTILITY RATES AND CHARGES; PROVIDING FOR THE REPEAL OF ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

12. Consider and take appropriate action on EDC Board appointments for two vacancies.
13. Consider and take appropriate action on designation of up to \$150,000 from Hotel Occupancy Taxes toward construction of the Wolfforth Monument Sign

14. Consider and take appropriate action on recommendation from Wolfforth EDC for award of bid for Wolfforth Monument Sign to 2-H Construction

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 March 1, 2024 at 5:00 p.m.

/s/ Terri Robinette, City Secretary



CITY COUNCIL MEETING

February 05, 2024 at 6:00 PM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

MINUTES

CALL MEETING TO ORDER

Meeting called to order by Mayor Addington at 6pm.

INVOCATION - Council Member David Cooper

PLEDGE OF ALLEGIANCE - Council Member Greg Stout

ROLL CALL AND ESTABLISH A QUORUM

PRESENT

Mayor Charles Addington

Council member David Cooper

Council member Gregory Stout

Mayor Pro Tem Doug Hutcheson

Council member Charlotte McDonald

Council member Austin Brashier

SAFETY REVIEW

CITIZEN ENGAGEMENT

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- 1.) Joe Guzman spoke in opposition to the Waste Transfer Station that the City of Lubbock is planning for the east side of Alcove Ave.
- 2.) Tera Olrick spoke in opposition to the Waste Transfer Station that the City of Lubbock is planning for the east side of Alcove Ave. A petition has been prepared to fight this plan involving the EPA.

CONSENT AGENDA

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

Motion to accept the Consent Agenda by Doug Hutcheson

Second by David Cooper

Voting Yea: Council member Cooper, Council member Stout, Mayor Pro Tem Hutcheson, Council member McDonald, Council member Brashier

1. Consider and take appropriate action on minutes from January 22, 2024 Council meeting
2. Consider and take appropriate action on Resolution 2024-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS
AMENDING THE AGREEMENT WITH ROYCE WITTIE FOR MUNICIPAL COURT
JUDGE; AND PROVIDING AN EFFECTIVE DATE

3. Consider and take appropriate action on the City of Wolfforth Library's request for funding from the Hotel Occupancy Tax Funds for the 2024 Summer Reading program.
4. Consider and take appropriate action regarding the Wolfforth Police Department 2023 Racial Profiling Report

REGULAR SESSION

5. Consider and take appropriate action on Ordinance 2024-005

AN ORDINANCE OF THE CITY COUNCIL OF WOLFFORTH, TEXAS, CALLING A
GENERAL ELECTION TO BE HELD ON MAY 4, 2024, FOR THE PURPOSE OF
ELECTING TWO COUNCILMEMBERS AND MAYOR; MAKING PROVISION FOR THE

CONDUCT OF SUCH ELECTION ACCORDING TO APPLICABLE PROVISIONS OF LAW; PROVIDING FOR EXECUTION OF AN APPROPRIATE ELECTIONS ORDER AND NOTICE HEREAFTER; AND OTHER PROVISIONS INCIDENT TO AND RELATED TO THE PURPOSE HEREOF.

Motion to approve Ordinance 2024-005 by Mayor Pro Tem Hutcheson

Second by Council member McDonald

Voting Yea: Council member Cooper, Council member Stout, Mayor Pro Tem Hutcheson, Council member McDonald, Council member Brashier

6. Consider and take appropriate action on discussion of Council Meeting video recordings

Discussion of video recordings by Council. Members Brashier, McDonald and Stout were in favor. Members Cooper and Hutcheson shared that they felt citizens should be here in person to better engage. Brashier stated that by posting the recordings after the meeting, citizens could use that to gather more information about City activities.

Mayor would like to see recordings posted to Facebook after meetings to educate and inform the citizens.

Council directed staff to explore security of YouTube and posting to our website and bring back more information to the Council at a future meeting.

Motion to table by Mayor Pro Tem Hutcheson until March 5

Second by Council member McDonald

Voting Yea: Council member Cooper, Council member Stout, Mayor Pro Tem Hutcheson, Council member McDonald, Council member Brashier

7. Consider and take appropriate action on second update and report from staff regarding hail damage from June 2023 storm

Report given by City Manager Randy Criswell regarding property hail claim from last Summer. Property is being managed through TIPS and Staff has explored options of using all class 4 or metal roofs at an additional cost of \$5500.

Motion to accept proposal and upgrade all roofs to class 4 shingles and metal on pump houses as recommended by staff by Council member McDonald

Second by Cooper

Voting Yea: Council member Cooper, Council member Stout, Mayor Pro Tem Hutcheson, Council member McDonald, Council member Brashier

8. Consider and take appropriate action on a Resolution 2024-009

A RESOLUTION TO ELECT THE STANDARD ALLOWANCE FOR REVENUE LOSS AND TO STATE THE FUNDS BE USED FOR WATER INFRASTRUCTURE FOR THE CITY OF WOLFFORTH, TEXAS ALLOCATION OF LOCAL FISCAL RECOVERY FUNDS THROUGH THE AMERICAN RESCUE PLAN ACT; AND FOR OTHER PURPOSES

Motion to approve Resolution 2024-006 by Council member David Cooper

Second by Council member Charlotte McDonald

Voting Yea: Council member Cooper, Council member Stout, Mayor Pro Tem Hutcheson, Council member McDonald, Council member Brashier

9. Consider and take appropriate action on award of bid for PAX System Installation for Phase 2 Disinfection Conversion

Motion to approve the bid for PAX System completion to UCA in the amount of \$480,375 by Mayor Pro Tem Doug Hutcheson

Second by Council member Charlotte McDonald.

Voting Yea: Council member Cooper, Council member Stout, Mayor Pro Tem Hutcheson, Council member McDonald, Council member Brashier

EXECUTIVE SESSION

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

Mayor Addington opened Executive Session at 6:37pm

- 10. 551.071 Consultation with Attorney: To consult with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 – Open Meetings
 - (i)Wolfforth Land Company 380 Agreement
 - (ii) Right of Way Authority

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.

Mayor Addington reconvened into open session at 7:37pm.

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Update on City Hall parking lot

ADJOURN

Motion to adjourn by Mayor Pro Tem Hutcheson

Second by Council member David Cooper

Voting Yea: Council member Cooper, Council member Stout, Mayor Pro Tem Hutcheson, Council member McDonald, Council member Brashier

PASSED AND APPROVED THIS THE 4TH DAY OF MARCH, 2024.

Doug Hutcheson, Mayor Pro Tem

ATTEST:

Terri Robinette, City Secretary



CITY COUNCIL MEETING

February 27, 2024 at 12:00 PM

WolfForth City Hall - 302 Main Street WolfForth, TX

MINUTES

CALL MEETING TO ORDER

Mayor Addington called the meeting to order at 12:00pm.

INVOCATION - Council Member Stout

PLEDGE OF ALLEGIANCE - Mayor Addington

ROLL CALL AND ESTABLISH A QUORUM

PRESENT

Mayor Charles Addington

Council member David Cooper

Council member Gregory Stout

Mayor Pro Tem Doug Hutcheson

Council member Charlotte McDonald

Council member Austin Brashier

CITIZEN ENGAGEMENT

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There were no public comments.

REGULAR SESSION

- 1. Consider and take appropriate action on Resolution 2024-010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS
OPPOSING THE RESIDENCE AT PRESTON TRAILS II**

After discussion, the developer has notified Council that this application for Tax Credit Housing has been pulled from the TDHCA process. Mayor and Council feels there is no need at this time to act on this Resolution. Council is not willing to support an income-credit project at this time but is interested in market-rate multifamily at this location.

ADJOURN

Motion to adjourn at 12:08pm

Motion made by Council member Cooper, Seconded by Mayor Pro Tem Hutcheson.

Voting Yea: Council member Cooper, Council member Stout, Mayor Pro Tem Hutcheson, Council member McDonald, Council member Brashier

PASSED AND APPROVED THIS THE 4TH DAY OF MARCH, 2024.

Doug Hutcheson, Mayor Pro Tem

ATTEST:

Terri Robinette, City Secretary



AGENDA ITEM COMMENTARY

MEETING NAME: City Council Meeting

MEETING DATE: 3-4-24

ITEM TITLE: Consider and take appropriate action on Safe Haven Baby Box contract.

STAFF INITIATOR: Lance Barrett

BACKGROUND:

Safe Haven Baby Boxes are a safe way for a mother to exercise her rights under the Safe Haven Law. If approved, this box would be installed at the fire station at no cost to the City of WolfForth. Information is provided in the exhibits. Turning Point Community Church and Teinert Metals have raised the funds and/or offered to do the work pro-bono for this project.

EXHIBITS:

1. Lease and service agreement
2. Services, fees, and expenses schedule
3. Safe haven baby boxes policies and procedures
4. Letter of funding sources and annual fees

COUNCIL ACTION/STAFF RECOMMENDATION:

Request council approval of lease and service agreement.

LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT (“Agreement”) is made and entered into effect as of _____, 202_ by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, (“SHBB”) and the City of Wolfforth (“Provider”).

RECITALS

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices (“Safety Device”) (as that term is defined under Indiana law), and awareness related to preventing child abandonment.

WHEREAS, Texas Family Code 262.302, *et al* (the “Safe Haven Laws”), provides certain protections to local fire departments that install a newborn safety device (the “Safety Device”);

WHEREAS, Provider desires to install a Safety Device on Provider’s premises pursuant to the Safe Haven Laws; and

WHEREAS, SHBB is agreeable to placing a Safety Device to the Provider’s premises and undertaking certain services in relation thereto;

WHEREAS, Provider has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

NOW, THEREFORE, for and in consideration of the mutual terms and premises contained herein and for other good and valuable consideration, the parties agree as follows:

Section 1. Installation. SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises located at Wolfforth Fire Station 302 Cedar Ave Wolfforth, Texas. Delivery of the Safety Device shall be at the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider’s facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. Provider agrees to abide by the policies and procedures for installation as

outlined in Exhibit “A” (the “Policies and Procedures”) of this Agreement, which is hereby made a substantive part of this Agreement by reference.

Section 2. Services by SHBB. SHBB shall provide annual services related to the performance of this Agreement. Such services shall include: (1) providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider; (2) operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; (4) providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider’s facility as well as other educational resources related to child welfare advocacy and safe haven law awareness; (5) provide at minimum annual inspection and maintenance on the Safety Device; and (6) Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the “Services”).

Section 3. Lease and Service Term. The term of this Agreement shall be for five (5) years (“Term”) and shall renew for successive five (5) year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties

Section 4. Consideration. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Fifteen Thousand and 00/100 Dollars (\$15,000.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars (\$500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Five Hundred and 00/100 Dollars (\$500.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit “B”.

Section 5. Obligations of Provider. In addition to any and all other obligations of the Provider set forth herein, Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time. SHBB shall provide thirty (30) days’ prior Notice to Provider. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider’s signature hereto, shall evidence Provider’s acknowledgement and receipt of the Policies and Procedures. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of

SHBB. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB. Provider agrees to immediately notify SHBB of any modification to the Safety Device. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party. Provider shall refer to the Safety Device as a "Safe Haven Baby Box". Further, Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable. Should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.

Section 6. Representations and Warranties.

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls.

B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

Section 7. Insurance. Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the [City / Hospital]'s master general liability and umbrella policies. SHBB's liability as to the Safety Device in relation to the Provider under this Agreement is covered under [City / Hospital]'s master general liability and umbrella policies.

Section 8. Indemnification. Each party agrees to defend and indemnify, protect and hold harmless the other party, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying party's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises.

Section 9. Termination. Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of

termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

Section 10. Remedies.

A. Option to Cure. Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

B. Attorneys' fees. Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

Section 11. Ownership of Safety Device. Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer

the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

Section 12. Disclaimer and Limitation of Warranties.

SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

Section 13. Miscellaneous.

- A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes
Attn: Monica Kelsey
P.O. Box 185
Woodburn, IN 46797

Provider Notice shall be given to:

City of Wolfforth
Attn: City Secretary
PO Box 36
Wolfforth, Texas 79382

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.

A. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Indiana and Indiana courts. Each Party waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement or the transactions contemplated by it in any Indiana court in Allen County, State of Indiana, United States of America. Parties agree that any and all claims of any kind arising out of and relating to this Agreement if brought in a Court shall be brought in a court in Allen County, State of Indiana, United States of America. Each party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.

C.

D. Integration. This Agreement along with the attached exhibits is the final written expression of the parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.

E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.

F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.

G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.

H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other

Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

“SHBB”

By: _____
Monica Kelsey, Founder / CEO
Safe Haven Baby Boxes, Inc.

“PROVIDER”

By: _____

Title: _____

Date: _____

DRAFT

EXHIBIT A

SAFE HAVEN BABY BOXES, INC. POLICIES AND PROCEDURES

I. Purpose:

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a safety device provided for under Texas Safe Haven Law and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

II. Policies:

- A. A Provider is a hospital or site, such as a volunteer fire department, staffed by an emergency services provider on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
 1. When the door is accessed from the outside.
 2. When the newborn is placed in the box and activates the motion sensor.
 3. When electrical failure occurs to the Baby Box.

III. Generic procedures when the Baby Box is Activated:

- A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, or Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.
- B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.
- D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened and the newborn may be inside the door area on the prepared bed area.
- E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The

- evaluation at the hospital will include screenings and examinations by physicians as necessary.
- F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.
 - G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

IV. Additional Procedures for designated Providers:

- A. All Baby Boxes must be leased from Safe Haven Baby Boxes, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Box, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Boxes, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
 - i Initial fee has been paid to Safe Haven Baby Boxes.
 - ii The Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
 - iii Provider understands delivery of the Baby Box will be scheduled approximately 8 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.
 - iv Provider agrees to arrange for and begin the installation of the baby box within Two (2) weeks after delivery.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box, which will be agreed upon prior to "going live".
- F. The "Go-Live" date will be determined after the following:
 - i Installation is completed and the alarm system is ready for testing.
 - ii Seven consecutive days of successful alarm testing is completed.
 - iii Training of staff is completed.
 - iv Final Inspection is completed.
- G. Each Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
 - i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.

- ii Pending notice or drop of security monitoring, Safe Haven Baby Box, Inc. will de-activate the non-conforming location.
- H. Each Provider will provide medical information and a copy of parents' rights located in a bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door.
- I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Box, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test.
- J. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
- K. Provider must perform daily checks of the Baby Box to ensure the presence of a clean fitted bassinet sheet and a blanket.
- L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
- M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Box, Inc. for group training services.
- N. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
- O. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.
- P. All safe surrenders are required to be reported to Safe Haven Baby Boxes, Inc. by phone at 260-750-3668 and to the Texas Department of Family Services (DFS) within two (2) hours of the surrender.
- Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
- R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.

V. Documentation (Documents & Forms):

- A. Documents
 - 1. Weekly Safe Haven Baby Box alarm system checks
 - 2. All Safe Surrenders by date and time

EXHIBIT B
SAFE HAVEN BABY BOXES, INC.
SERVICES, FEES, AND EXPENSES SCHEDULE

Initial Fee: \$15,000 (\$15,500 with pre-installed camera).

1. Baby Box including signage and provider kit.
2. "Pre-installation" Services:
 - a. Examination of location
 - b. Administrative/Legal resources
 - c. Consultation on programs
 - d. Assistance with raising funds to support the cost of the box (optional)
3. Installation Services:
 - a. Inspection of installation
 - b. Training to all emergency personnel
4. Post Installation Services:
 - a. Marketing of the box
 - b. 24/7 hotline available to the community
 - c. Advertising of the box
 - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community.

Annual Fee: \$500

1. Annual Fee Services
 - a. Recertification of the box by SHBB authorized personnel
 - b. Maintenance of box from expected use
 - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

Term Renewal (every 5 years): \$500

1. Beginning five (5) years after the date of the original signed contract and every five (5) years thereafter.

OTHER FEES NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

**Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

1. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. You can pick it up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box) ~\$1,200.
4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)
6. Box comes pre-installed with the Amazon Blink™ camera and requires a third-party membership to activate. Location must have a Wi-Fi connection. **Alternatives may apply. Please contact SHBB for more information*

Lance,

Here are some price breakdowns for the Wolfforth Baby Box.

Baby Box (\$15,000) + Shipping (\$1,533.75)= \$16,533.75. This is completely funded by Turning Point Community Church. They sent a check directly to Safe Haven Baby Boxes on 2/9/24. So, when the contract is complete and sent back to SHBB, they can order it immediately since the funds are already in.

Annual fees are \$500 that will be sent to SHBB yearly. For this first year, it is included in the \$15,000 box fee. So, the first payment of this will be due a year after the box is installed. This has not been covered yet for the future, but there are donors willing to sponsor that I can reach out to for future years if you would like.

For the installation of the box, Teinert is going to install it. At this time, they stated they are able to do it pro bono and their contractors they use, are going to do this as well. Parker, with Teinert, needs to have a couple guys come out and see some logistics on their end with the specific placement that it will go in at the Wolfforth station. If unforeseen costs arise with this, there are donors that are willing to help. At this time, there is no foreseen costs on this.

The Lubbock station is going to have an alarm company have to install an alarm that associates with the dispatch being called with the box due to it being an older station. Once Parker is able to come out with his alarm contractor, they will see if this is needed for the Wolfforth station. Parker said the monthly fee can be \$10-30 a month for this. If this station needs this alarm piece and a donor is needed, I can absolutely reach out to people that have been willing to help.

Please let me know if you have further questions,

Summer Strauss



AGENDA ITEM COMMENTARY

MEETING NAME: City Council Meeting
MEETING DATE: 3-4-24
ITEM TITLE: Consider and take appropriate action on Resolution for Wolfforth Specialty Team Sustainment Grant 4978901
INITIATOR/STAFF INFORMATION SOURCE:

BACKGROUND:

Wolfforth Fire EMS houses and responds to hazardous materials incidents for the SPAG region. Every year this team is funded by Homeland Security Grant Funds administered through The Office of The Governor and SPAG. Every new grant requires and new resolution to obtain the funds. This will be for grant # 4978901 FY 2024-25.

EXHIBITS:

Resolution number XXX

COUNCIL ACTION/STAFF RECOMMENDATION:

I recommend the council adopt this resolution and allows the mayor to sign.

RESOLUTION NO. 2024-010

A RESOLUTION OF THE CITY OF WOLFFORTH CITY COUNCIL AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE HOMELAND SECURITY GRANTS DIVISION OF THE OFFICE OF THE GOVERNOR FOR A STATE HOMELAND SECURITY PROGRAM GRANT (SHSP) FY2025; PROJECT TITLE SPECIALITY TEAM SUSTAINMENT, GRANT 4978901; DESIGNATING THE FIRE CHIEF TO ACT ON BEHALF OF THE CITY OF WOLFFORTH IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF WOLFFORTH CITY COUNCIL WILL COMPLY WITH THE GRANT REQUIREMENTS.

WHEREAS, The City of Wolfforth finds it in the best interest of the citizens of SPAG region that the South Plains Regional Hazardous Materials Response Team be operated for the 2024-25; and

WHEREAS, The City of Wolfforth agrees to provide applicable matching funds for the said project as required by the Office of the Governor grant application; and

WHEREAS, The City of Wolfforth agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Wolfforth assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Wolfforth designates Lance Barrett Fire Chief as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Wolfforth approves submission of the grant application for the South Plains Regional Hazardous Materials Response Team to the Office of the Governor.

PASSED AND APPROVED ON THIS THE 4th DAY OF MARCH 2024.

Doug Hutcheson, Mayor Pro Tem
City of Wolfforth, Texas

A TEST:

Terri Robinette, City Secretary



AGENDA ITEM COMMENTARY

MEETING NAME: City Council

MEETING DATE: March 4, 2024

ITEM TITLE: Consider and take appropriate action on Pay Request No. 5 from UCA for 12-inch Loop Line Project

STAFF INITIATOR: Randy Criswell

BACKGROUND:

Pay Request Number 5 for the 12-inch Loop Line project has been received and is attached as an exhibit to this item. The work has been approved by the City Engineer and is recommended for payment. The breakdown is as follows:

a. Original Contract Amount:	\$1,367,505.00
b. Work Performed this Pay Request	\$ 350,650.00
c. Materials stored	\$ (153,597.49)
d. Total Work Performed + Materials Stored	\$1,268,951.55
e. Retainage	\$ 126,895.16
f. Paid Previous Applications	\$ 964,709.14
Amount Due: (d-e-f)	\$ 177,347.26

EXHIBITS:

UCA Pay Request No. 5

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends payment as requested.



Contractor's Application and Certificate for Payment

To: OJD Engineering 328 E. Hwy 62, Unit # 1 Wolfforth, TX 79382	From: Utility Contractors of America, Inc. 5805 CR 7700 Lubbock, TX 79424	Application Number: 5 Application Period: 01/01/24 - 01/31/24 Application Date: 1/31/2024
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23-229 - Wolfforth Distribution Line				Total This Period	Total to Date
Change Order Summary				ORIGINAL CONTRACT SUM	\$1,367,505.00
Change Orders Approved by Owner				NET CHANGE BY CHANGE ORDERS	\$0.00
Number	Date Approved	Additions	Deductions	CONTRACT SUM TO DATE (Line 1 + 2)	\$1,367,505.00
				WORK COMPLETED	\$350,650.00
				MATERIALS STORED	-\$153,597.49
				TOTAL COMPLETED & STORED	\$197,052.51
				RETAINAGE:	
				10% of Completed Work and Stored Material	\$19,705.25
				AMOUNT ELIGIBLE TO DATE	\$1,142,056.40
				LESS PREVIOUS APPLICATIONS	\$964,709.14
TOTALS		\$0.00	\$0.00	AMOUNT DUE THIS APPLICATION	\$177,347.26
NET CHANGE BY CHANGE ORDERS		\$0.00		BALANCE TO FINISH, PLUS RETAINAGE	\$412,225.16

Contractor's Certification

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

Your check may be converted to ACH

By: Chris Bahos TP Date: 2/1/24
 Utility Contractors of America, Inc.

Approved For Payment:

By: [Signature] Date: 2-22-24
 OJD Engineering



Progress Estimate

Job Name:		23-229 - Wolfforth Distribution Line				Application Number:		5					
Application Period:		01/01/24 - 01/31/24				Application Date:		1/31/2024					
A		B				C		D		E		F	
Item						Work Completed							
						This Period		Previous Period		To Date			
Item	Description	Units	Quantity	Unit Price	Scheduled Value	Quantity	Amount	Quantity	Amount	Quantity	Amount	% (G/B)	Balance to Finish (B-G)
1	12" C-900 DR-18 PVC Water Line	LF	11240	\$85.00	\$955,400.00	2,530.00	\$ 215,050.00	6460.00	\$ 549,100.00	8990.00	\$ 764,150.00	79.98%	\$ 191,250.00
2	18" Steel casing by method other than open	LF	538	\$395.00	\$212,510.00	178.00	\$ 70,310.00	274.00	\$ 108,230.00	452.00	\$ 178,540.00	84.01%	\$ 33,970.00
3	12" Gate Valve with Box	EA	25	\$5,420.00	\$135,500.00	5.00	\$ 27,100.00	12.00	\$ 65,040.00	17.00	\$ 92,140.00	68.00%	\$ 43,360.00
5	12" Waterline Plug	EA	1	\$1,125.00	\$1,125.00		\$ -	1.00	\$ 1,125.00	1.00	\$ 1,125.00	100.00%	
6	Ductile Iron Fittings	LBS	3500	\$9.50	\$33,250.00	750.00	\$ 7,125.00	1750.00	\$ 16,625.00	2500.00	\$ 23,750.00	71.43%	\$ 9,500.00
7	Tie to Existing Water	EA	2	\$2,575.00	\$5,150.00	1.00	\$ 2,575.00	0.00	\$ -	1.00	\$ 2,575.00	50.00%	\$ 2,575.00
8	Remove and Replace Asphalt Paving	SY	7	\$385.00	\$2,695.00	74.00	\$ 28,490.00	27.70	\$ 10,664.50	101.70	\$ 39,154.50	1452.88%	
9	Remove and Replace Concrete Paving	SY	11	\$425.00	\$4,675.00		\$ -	0.00	\$ -	0.00	\$ -	0.00%	\$ 4,675.00
	Bonds	LS	1	\$17,200.00	\$17,200.00		\$ -	1.00	\$ 17,200.00	1.00	\$ 17,200.00	100.00%	
	Totals				\$1,367,505.00		\$ 350,650.00		\$ 767,984.50		\$ 1,118,634.50	81.80%	\$ 285,330.00

Item #8 74 SY is figured by these bores:

Total Bores 224'

24' @ 92nd St

28' @ 96th St

25' @ 1st Driveway

34' @ 98th St

39' @ 1st Asphalt Entrance

39' @ 2nd Asphalt Entrance

35' @ 3rd Asphalt Entrance



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	March 4, 2024
ITEM TITLE:	Consider and take appropriate action on a termination of management agreement for city wastewater facility
STAFF INITIATOR:	Randy Criswell

BACKGROUND:

On January 23, 2024, Mr. Tom Scarborough and Mr. Alex Scarborough submitted a letter that provided a 90-day notice they were resigning as managers of the City of WolfForth's wastewater plant property. As per that agreement, the Scarborough's last day will be April 22, 2024.

I'd like to publicly thank Tom and Alex for their hard work and diligence in managing the property all these years, and wish them the very best going forward. They've been a pleasure to work with in my time here, and we will certainly miss working with them.

Mr. Randy Hall and I are working on a revised agreement, and we currently have a gentleman who is very interested in it when we're ready. I anticipate this to be an item before the Council at some point in the near future.

EXHIBITS:

Resignation Letter
Management Agreement

COUNCIL ACTION/STAFF RECOMMENDATION:

No action necessary, this is just an update.

January 23, 2024

Randy Criswell
City Manager
Wolfforth City Council
302 Main Street
Wolfforth, Texas 79382

Re: **90 Day Notice of Termination of Management Agreement** - VIA HAND DELIVERY

Mr. Criswell and Wolfforth City Council,

Accepted by Sabrina Leal
Date 1/23/2024

This notice is to advise you that we are exercising the termination of our Management Agreement executed the 15th of July 2020. Item 6. on page 3 of the Management Agreement says:

6. This Management Agreement terminates upon expiration of the Term specified unless extended or unless terminated earlier by either party to this Agreement providing (90) days prior written notice of termination to the other party.

We are giving you this notice to inform you that we cannot continue to operate the affluent land application system on this farm. Also note that 4 wells need to be sealed as soon as possible to prevent contamination of the aquifer from a flood event.

Our family has been at this since 1969 and we are getting to old to worry with it anymore. Currently both pumps are in good working order. The original pump puts out around 550 gpm (gallons per minute) and the pump that Wolfforth supplied produces close to 400 gpm. Both seem to be working well. Our thanks to Randy Criswell and the City Council for installing the Pivot system from Valley Irrigation. It would have been impossible to manage the increased water without it. The new pump seems to work best with the pivot.

Our thanks to the City of Wolfforth for furnishing the 150 cubic yards of asphalt which we installed in the pivot tracks so that the pivot can run continuously without bogging down.

The sprinkler system in the orchard is in good operating order and we would encourage someone to shadow our system operators in this 90-day transition period to learn how to operate it.

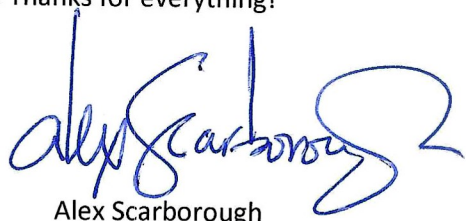
We still have interest in continuing a lease agreement for the remainder of the farm, but don't want to be responsible for the operation or maintenance of the water system, let us know if this is a possibility.

We want to thank Randy Hall for his help and oversight of this operation. Also want to thank Doug Hutchison for all he has done over the last 50 years. Thanks for everything!

Yours Sincerely,



Tom Mitt Scarborough
MerriHill Ranch



Alex Scarborough
MerriHill Ranch

MANAGEMENT AGREEMENT

This Management Agreement is made and entered into by and between the City of Wolfforth, in Lubbock County, Texas (referred to herein as Owner and/or "City"), and Merri-Hill Ranch, (referred to herein as "Manager"). The parties agree that the Manager will manage the Property according to the terms herein to operate and utilize the Property, or parts thereof for agricultural production including management of the pecan orchard.

1. Under arrangements with prior owners of the land, the City of Wolfforth provided for treated effluent water produced by the City's facility on Section 31, Block D-6, in Lubbock County piped to the Property and used for irrigation of trees, crops etc. and land farming on the SE/4 of Section 19, Block CB, Lubbock County, Texas. A pipeline is in place to transport said effluent water to the Property into settling ponds and the irrigation systems which were designed to take and use the treated effluent water. A sixty acre pecan orchard was developed on the Property as well as other systems for handling the waste water. This Property also has a playa lake which is involved in these systems. Although the title to the property has changed, the City as the new owner of the Property desires that the prior owner of the Property continue to operate the pecan orchard and its related systems so that the City may continue to send the treated effluent to the Property and continue to utilize this as a component part of the City's wastewater treatment plan.

The September 6, 1966 contract, all extensions and any verbal agreements regarding the City's wastewater treatment and effluent water handling and use as irrigation water on the Property with prior owners has been terminated. The Manager will not hold any permits in relation to the wastewater and all regulatory compliance is to be done by the City and its staff. The Manager has no input or control regarding environmental law compliance. Manager will receive and use the treated effluent for irrigation of crops and trees and/or apply it to the land through the irrigation systems in a comparable manner to past practices used on the Property.

The City will be solely responsible with compliance with all applicable laws and regulations relating to the wastewater treatment including environmental and other laws and regulations which arise from the application of treated effluent to the Property.

2. This Management Agreement between the City and the Manager applies to operations on the following tract of land:

A 157.49 acre tract of land out of a 159.9 acre tract described in Volume 4873, Page 27 of the Real Property Records of Lubbock County, Texas, located in the Southeast quarter of Section 19, Block CB, C & M Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of said Section 19 and the West right-

of-way line of F. M. Road 179 as described in Volume 384, Page 63 of the Deed Records of Lubbock County, Texas for the Southeast corner of this tract, which bears N. 88°08'22" W. a distance of 40.00 feet from a railroad spike found at the Southeast corner of Section 19, Block CB, C & M Railroad Company Survey, Lubbock County, Texas;

THENCE N. 88°08'22" W., along the South line of said Section 19, a distance of 2600.00 feet to a 3/8" iron rod found at the Southwest corner of the Southeast Quarter of said Section 19 and this tract;

THENCE N. 01°51'53" E., along the West line of the Southeast Quarter of said Section 19, at 25.00 feet pass a 1/2" iron rod with cap marked "HRA" set in reference, continuing for a total distance of 2637.18 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of the Southeast Quarter of said Section 19 and this tract;

THENCE S. 88°12'53" E., along the North line of the Southeast Quarter of said Section 19, a distance of 2599.52 feet to a 1/2" iron rod with a cap marked "HRA" set in the said West right-of-way line for the Northeast corner of this tract, from whence an 80 penny nail found at the Northeast corner of the Southeast Quarter of said Section 19 bears S. 88°12'53" E. 40.00 feet;

THENCE S. 01°51'15" W., along said West right-of-way line, a distance of 2640.59 feet to the POINT OF BEGINNING.

3. This Management Agreement including the following terms:

- a) the Management Agreement is for a five-year term with the optional subsequent five-year terms;
- b) Manager will pay to City \$12,000.00 on each annual anniversary under this Agreement;
- c) Manager will continue to operate the effluent irrigation system;
- d) Manager will provide the City with a liability insurance policy naming City as an additional insured in the amount of \$1,000,000 per event and \$2,000,000 aggregate;
- e) City will pay electric bills for the Property;
- f) Manager will be responsible for the maintenance and operation of the Property or portion of the Property used for the pecan orchard if City constructs a reclamation plant on the Property, including mowing, fencing and maintaining the effluent

irrigation system;

- g) Manager may continue, subject to applicable laws and regulations, to do the following:
 - 1) burn brush;
 - 2) hunt (with the execution of waivers approved by City);
 - 3) harvest crops;
 - 4) remove topsoil only from existing piles which will be defined in the management agreement;
 - 5) graze livestock; and
 - 6) have exclusive use of all existing structures on the Property.

4. City will continue to monitor the wells on the Property. City may drill additional wells on the Property and owns any and all water and groundwater on or under the Property.

5. The term of this Management Agreement commences on July 15, 2020, for a term of five years, unless terminated earlier by reason of other provisions.

6. This Management Agreement terminates upon expiration of the Term specified unless extended or unless terminated earlier by either party to this Agreement providing ninety (90) days prior written notice of termination to the other party. If terminated during the growing season, Manager shall be entitled to continue the maintenance of growing crops until ready to harvest and then to harvest such crops.

7. Manager may use the Property for commercial uses including specifically the uses to which the Property had been employed when owned by Manager and as provided in this Agreement, including but not limited to grazing, growing pecans and crops.

8. Manager accepts the Property in its present condition and state of repair at the commencement of the Management Agreement. Upon termination, Manager shall surrender the Property to City in the condition required under the Contract, except normal wear and tear and any casualty loss.

9. Manager may assign this Management Agreement (i) without City's written consent, to a commonly owned entity, specifically, West Texas Services, Inc. DBA Tom's Tree Place, or (ii) with City's prior written consent, which will not be unreasonably withheld, to any other party upon completion of appropriate documentation hereinafter required. If Manager assigns this Management Agreement under item (i) above, Manager must deliver notice of such assignment to City within 60 days after such assignment. Any purported assignment not made in accordance

with these provisions is voidable and of no force and effect at the option of City.

10. A. Manager is obligated to maintain fences and gates to hold livestock it is grazing on the Property.
- B. City agrees to repair any fence it might damage in its operations, to keep all gates closed, and to conduct its operations in a manner to accommodate the Manager's use of the premises for grazing livestock and protect livestock on the property from City's operations. Any fence cuts will be repaired with H-braces to maintain the integrity of the fence.
- C. City agrees to pay for all livestock injured or killed by the negligence of its agents, employees or contractors. All livestock damages are to be paid within 30 days after the receipt by City of the invoice from the Manager for such damages. Damages for injury to livestock shall be the market value of the livestock as established by a mutually agreeable livestock trader in this area if the parties cannot agree to such value. City and the Manager will negotiate any livestock damages not covered herein.
- D. As allowed by law, City hereby agrees to indemnify Manager and its agents, successors and assigns from and against, and to reimburse Manager and its agents, successors and assigns with respect to, any and all liabilities (including without limitation strict liability) claims, demands, damages, expenses or causes of action which arise if gate or fence opened or cut by City's agents, employees, contractors or the like which allow livestock to escape the fenced enclosure and enter any road right-of-ways, specifically including, but not limited to, reasonable attorneys' fees and costs of suit paid or incurred by Manager, its agents, successors and assigns, asserted by others in any way related, directly or indirectly, to the Property or City's use and that are caused by or arise in any manner out of acts or omissions of City, its agents, employees, representatives, or any other persons acting under its control or at City's direction or request.

11. A. Manager shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect its management and operations on the Property.

B. By the exercise of its rights, City will not (i) cause the Property, or Manager to be in violation of Applicable Environmental Laws (as defined); or (ii) do anything or permit anything to be done by City, its contractors, subcontractors, agents or employees that will result in any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from any cause, including but not limited to spills or leaks of hazardous materials, hazardous wastes, or other chemical compounds, or will subject the Property, or Manager to any remedial obligations under applicable laws pertaining to health or the environment (such laws as they now exist or are hereafter enacted and/or amended are sometimes collectively called "Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, called "RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act, as each of said laws may be amended from time to time, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to City's exercise of its rights hereunder. City agrees to

obtain any permits, licenses or similar authorizations for the operation by reason of any Applicable Environmental Laws that concern or result from the use of the Property. City will promptly notify Manager in writing of any existing, pending or, to the best knowledge of City, threatened, investigation or inquiry by any governmental authority in connection with any Applicable Environmental Laws concerning the Operation and/or City's use of the Property. In connection with any new construction and/or maintenance of its wastewater systems, City will not cause or permit the disposal or other release of any hazardous substance or solid waste on or to the Property. In connection with the wastewater system and any appurtenant facilities, City covenants and agrees to keep or cause the Property to be kept free of such hazardous substance or solid waste and to remove the same (or if removal is prohibited by law, to take whatever action is required by law) promptly on discovery, at City's sole cost and expense. If City fails to comply with or perform any of the foregoing covenants and obligations, Manager may (without any obligation, express or implied) remove any hazardous substance or solid waste from the Property or any other property of Manager (or if removal is prohibited by law, take whatever action is required by law) and the cost of the removal or such other action will be reimbursed by City to Manager. City grants to Manager and its agents, employees, contractors and consultants access to the Property and the license (which is coupled with an interest and irrevocable) to remove such hazardous substance or solid waste (or if removal is prohibited by law, to take whatever action is required by law) and agrees to reimburse Manager for and to hold Manager harmless from all costs and expenses involved. The terms "hazardous substance" and "release" as used in this Agreement the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA; provided, that if either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply subsequent to the effective date of such amendment and provided further, to the extent that any other federal or state law establishes a meaning for "hazardous substance," "re," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, such broader meaning will apply.

C. As allowed by law, City agrees to release and indemnify Manager from and against, and to reimburse Manager with respect to, any and all claims, demands, losses, damages (including consequential damages), liabilities, causes of action, judgment, penalties, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, imposed on, asserted against or incurred by Manager at any time and from time to time by reason of, in connection with or arising out of (a) the failure of City to perform any obligation required to be performed by City regarding Applicable Environmental Laws, (b) any violation of Applicable Environmental Laws by City, its contractors, subcontractors, agents or employees occurring after City's acquisition of the Property, (c) the removal of hazardous substances or solid wastes that result from the use by City, its contractors, subcontractors, agents or employees, from the Property or any other property of Manager (or if removal is prohibited by law, the taking of whatever action is required by law), and (d) any act, omission or event occurring after City's acquisition of the Property (including, without limitation, the presence on the Property or release from the Property of hazardous substances or solid wastes disposed of or otherwise released after City's acquisition of the Property, resulting from or in connection with the City's operations), regardless of whether the act, omission, event or circumstance constituted a violation of any Applicable Environmental Law at the time of its existence or occurrence. Any

amount to be paid under this paragraph by City to Manager must be paid within 30 days of City's receipt of demand therefor from Manager. Nothing in this paragraph or elsewhere in this Management Agreement limits or impairs any rights or remedies of Manager against City or any third party under Applicable Environmental Laws, including without limitation, any rights of contribution available thereunder.

12. Except as otherwise provided in this Management Agreement, Manager shall bear all expense of repairing and maintaining those parts of the Property it is using during the term of this Management Agreement. Manager shall promptly repair, at Manager's expense any damage to the Property caused directly or indirectly by any act or omission of the Manager, Manager's agents or employees, but not damage caused by City's agents, employees, invitees or third parties.

13. A. Defaults by City are failing to comply with any provision of this Management Agreement within thirty days after written notice.
- B. Manager's remedies for City's default are to sue for damages.
- C. Defaults by Manager are (a) failing to pay timely required annual payment, (b) failing to comply within thirty days after written notice with any provision of this Management Agreement other than the default set forth in (a).
- D. City's remedies for Manager's default are to terminate this Management Agreement by written notice and sue for damages.

14. This Management Agreement terminates upon the expiration of the term specified herein unless earlier terminated by either party as otherwise provided herein. Upon Manager's default and failure to cure, City may give 30 days notice that it is electing to terminate the Management Agreement.

15. 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 addressed to other party of the Contract. Each party shall timely notify the other party in writing of any changes in address or contact information.

16. A. City and Manager agree to mediate in good faith before filing a suit for damages.
- B. If either party retains an attorney to enforce this Management Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.
- C. This Management Agreement may be amended only by an instrument in writing signed by City and Manager.

D. This Agreement shall not be deemed to give rise to a joint venture or partnership relation and neither party shall have authority to obligate the other without written consent, except as specifically provided in this Agreement.

Executed this 15th day of July 2020.

MERRI HILL RANCH

CITY OF WOLFFORTH, TEXAS

[Handwritten Signature]
signature of representative

[Handwritten Signature]
Mike Wright, Mayor

Partner in Merri Hill
title of representative

and

President of West Texas Services Inc
dba Tom's Tree Place



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council Meeting
MEETING DATE:	March 4, 2024
ITEM TITLE:	Consider and take appropriate action on discussion of Council Meeting video recordings
STAFF INITIATOR:	Terri Robinette, City Secretary

BACKGROUND:

During the discussion at our last Council meeting regarding making video recording available on our website, the Council directed staff to explore the security issues regarding a City Youtube channel and also web links to videos. We have had a discussion with our IT company VC3 regarding security. They do have other municipalities that utilize a Youtube channel for the posting of their Council meeting recording and then link to their websites for ease of access to citizens. Although there is never any guarantee of being “hack-free”, Youtube provides many security measures to keep accounts as safe as possible. VC3 can also help by putting in place additional security measures such as multi-factor authentication. The Youtube channel would be tied to a separate email account used only for this purpose and would have no direct access to any City server or City data. Youtube also allows for the disabling of audience comments so that inappropriate or irrelevant comments do not deter our audience’s attention to the content provided.

Once the Youtube channel is set up, we would embed a link to the agenda and minutes page of our website. All links would then open up Youtube in a new window. A permanent video would be hosted on an individual server at the City for a backup. If something were to happen to the Youtube posted video, we would also have an unaltered copy to use in its place.

We also could post previously recorded videos to the City Facebook page. Staff would prefer to only post to our website and not include Facebook so that Citizens can see the posted agenda, packet, and minutes along with the video. This gives Citizens all the tools available to follow what is happening at Council meetings and get a complete picture of the decisions made.

Section 551.128 of the Open Meetings Act provides that a governmental body has discretion to broadcast an open meeting over the internet except for a home-rule municipality that has a population of 50,000 or more. Once that population limit is reached, the governmental body must broadcast their meetings and must make that recording available within 7 days after the date of the meeting. That recording must then be kept for 2 years.

Please note that if a member of the governing body does join as remote participant (through Teams, Zoom etc), even at our current population we are required to make at least an audio recording of the meeting and to make that recording available to the public.

EXHIBITS:

COUNCIL ACTION/STAFF RECOMMENDATION:



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council Meeting
MEETING DATE:	March 4, 2024
ITEM TITLE:	Consider and take appropriate action on Final Plat for Hale Addition.
STAFF INITIATOR:	Tara Tomlinson, Director of Development Services

BACKGROUND:

Previously, All Hale Meats was re-zoned to a C-3 with Special Use permit on December 18, 2023. As part of their process to acquire a building permit for a new addition to the property, the current property needed to be platted.

The attached plat has been reviewed by staff and third parties and meets the City's ordinances for approval. No new public infrastructure will be required. Right-of-way dedication along W 5th Street totals 30'. Though the Master Thoroughfare Plan for the City of Wolfforth has that portion of the road as a Major Arterial Road in future development, it which requires 55' of right-of-way. The City has found that due to the Wolfforth Cemetery being adjacent to the property, no more than a total of 30' could be utilized in the future. If 5th Street were ever expanded to the 110' width, the road would need to move south since the Wolfforth Cemetery is historical site.

EXHIBITS:

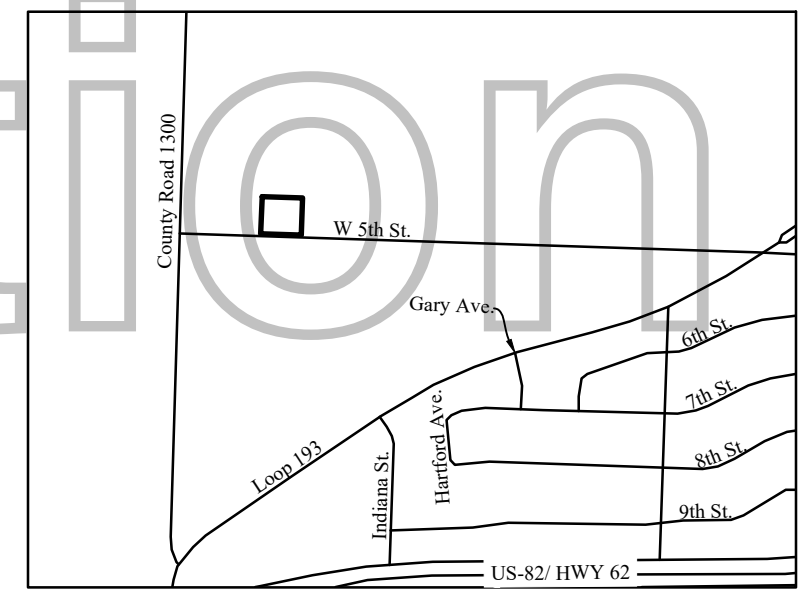
1. Final Plat

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends approval of Hale Addition with no conditions.

Lot 1 Hale Addition, an addition to the City of Wolfforth, Lubbock County, Texas

VICINITY MAP



GENERAL SURVEYOR NOTES:

1. Heavy Lines indicate plat limits.
2. All streets, alleys and easements within plat limits are herein dedicated, unless noted otherwise.
3. No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by the City Council or by the Wolfforth Code of Ordinances.
4. All utility service shall be in accordance with the Underground Utilities Policy Statement by the City Council of the City of Wolfforth, Texas and the provisions of Section 36.09.095 of the Wolfforth Code of Ordinances.
5. Any relocation or revision of existing facilities shall be at the subdivider's expense. Compensation shall be made prior to the recording of this final plat.
6. All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at the expense of the entity requesting such installation.
7. All easements herein granted shall entitle the city or the utility company using such easements to the right to remove, repair or replace any lines, pipes, conduits, or poles within such easements as may be determined by the city or utility company without the city or utility company being responsible or liable for the replacement of improvements necessitated by such repair, removal, or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed.
8. Any easements or rights-of-way shown as 'to be dedicated by separate instrument' are shown on the plat for information purposes only. This plat does not dedicate said easements.
9. Minimum floor elevations shall conform to the requirements of the Wolfforth Drainage Design Manual and Section 3.09.020 of the Wolfforth Code of Ordinances.
10. The survey information shown hereon was prepared from the result of an on the ground survey of the property shown hereon, and has been completed substantially in compliance with the Professional and Technical Standards promulgated by the Texas Board of Professional Land Surveying Practices Act, Section 663. 13.
11. Blanket underground utility, transformer pad, and switching enclosure easement as required for service within the plat limits is herein granted to Lubbock Power and Light Company.
12. Blanket underground utility easement as required for service within the plat limits is herein granted to SPEC, AT&T, Atmos Energy, NTS, West Texas Gas, and Suddenlink Communications.
13. Blanket solid waste collection easement as required for service within the plat limits is herein granted.
14. Bearings and Coordinate values shown hereon are based upon the Texas Coordinate System, North Central Zone, NAD83 Datum.
15. Distances and areas shown hereon are based on horizontal grid measurements in U.S. feet.
16. Public pedestrian access easement is herein granted for persons traversing along the public parkway and needing to enter onto private property for the purpose of crossing a driveway. The easement is limited to those portions of the as-constructed driveways and walks which may extend outside public right-of-way onto private property and are constructed for the continuance of the accessible routes across the back of the driveway. This easement applies to existing and any future drive entrances as constructed.

Approved this _____ day of _____, 20____,

by the City Council of the City of Wolfforth, Texas.

Mayor _____

ATTEST _____

Secretary _____

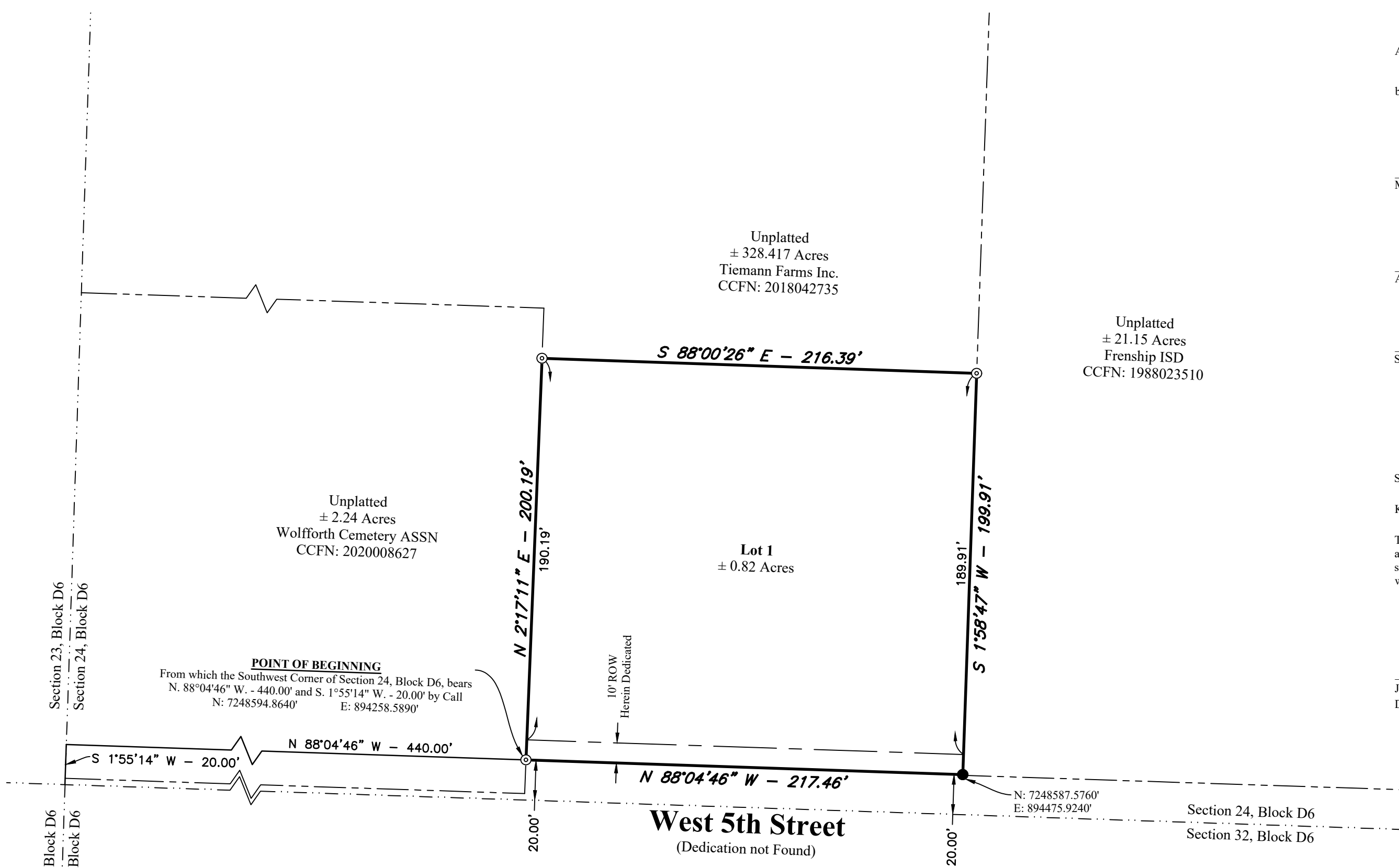
SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Justin Cantwell, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments and/or other control shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Wolfforth, Texas.

Final Plat for review,
do not record

Justin Cantwell RPLS 6331
Date: , 2021



Unplatted
± 328.417 Acres
Tiemann Farms Inc.
CCFN: 2018042735

Unplatted
± 21.15 Acres
Frenship ISD
CCFN: 1988023510

Unplatted
± 2.24 Acres
Wolfforth Cemetery ASSN
CCFN: 2020008627

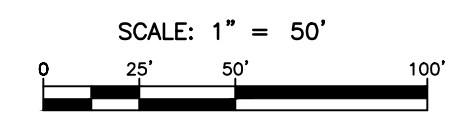
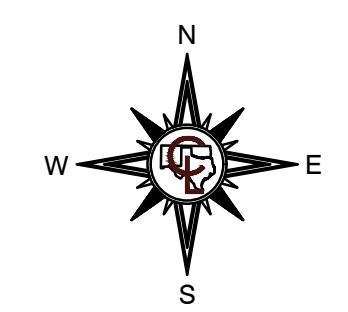
Lot 1
± 0.82 Acres

POINT OF BEGINNING
From which the Southwest Corner of Section 24, Block D6, bears
N. 88°04'46" W. - 440.00' and S. 1°55'14" W. - 20.00' by Call
N: 7248594.8640' E: 894258.5890'

West 5th Street
(Dedication not Found)

LEGEND

- - Found 1/2" Iron Rod
- ⊙ - Found 1/2" Iron Pipe
- — — — — Plat Limits
- — — — — Adjoiner Lot Line
- — — — — Section Line
- — — — — Right-of-Way Line
- CCFN - County Clerk File No.
- N./E. - Northing/Easting



FINAL PLAT

Lot 1,
Hale Addition
Section 24, Block D6,
Abstract 884, L&SV RR Co. Survey
Wolfforth, Lubbock County, Texas

Total ± 0.82 Acres February 13, 2024

OWNER
Terry Hale
930 5th St.
(806) 239-5687

CENTERLINE ENGINEERING & CONSULTING, LLC
8312 Upland Avenue, Lubbock, Texas 79424
(806) 470-8666
TDE Reg. No. F-16713
TDE Reg. No. 10194378



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council Meeting
MEETING DATE:	March 4, 2024
ITEM TITLE:	Consider and take appropriate action on a report concerning readdressing for portions of Dowden Rd. and E 5 th Street.
STAFF INITIATOR:	Tara Tomlinson, Director of Development Services

BACKGROUND:

In 2021, city staff had the issue of readdressing along Dowden Rd. brought to their attention by Lubbock 911. From Main Street to E 5th Street on Dowden, addressing confusion includes duplicate numbers, numbering that was not consecutive, and even/odd parity mistakes.

Currently, difficulties with emergency response have increased the need for these addresses to change to create a more efficient response in the event of a crisis or emergency. With the addition of new emergency response employees, keeping oddities of addressing within our city limits to a minimum is imperative to have prompt response times in an emergency.

Specific problems within sections along Dowden and E 5th:

Section 1:

- 201 Dowden- 2 homes on one parcel. Staff recommends to label as Unit A and Unit B
- Goes from 200 block back to 100 block. Staff recommends changing 100s to 200s for consecutive numbering
- Address parcel with no known address

Section 2:

- No Changes- continue as 400 block

Section 3:

- Multiple homes have 413 as their address. Staff recommends to change all along Dowden to consecutive numbers in the 400 block.
- 4 homes are landlocked between homes along Dowden Rd and Patterson Point. No main access was established for these homes. Staff recommends we name an existing paved alley as Brooke Place, off of Brooke Blvd. This will allow GPS services to give a distinct route to locating these homes.
- Consecutive number and even/odd parity was not followed for the remainder of this section. Staff recommends that we continue the 400 block to the intersection of Dowden and E 5th Street.
- Two establishments on different sides of the road are referenced by the address 401 Dowden. To keep with evens on the west side of the road, staff recommends that we change the Frenship Mini Storage to 418 Dowden.

Section 4:

- No address is provided for the Senior Citizen Building. Staff recommends they would begin the 500 block.
- 4 duplexes are on the same parcel, but all currently have different addresses that are even, when they should be odd. Staff recommends having one address for the parcel, and then label each duplex with A-D and side 1 or 2.

Section 5: (E 5th Street)

- To match the numbering and block for the north side of the road, staff recommends changing 301 to the 100s and then address the two parcels next to it on the west side with consecutive numbering.

EXHIBITS:

1. Letter to Citizens
2. List of Homes/Businesses
3. Map

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends approval of the readdressing for portions of Dowden Rd and E 5th Street.

4/01/24

Resident's Name
 Resident's Address
 Wolfforth, TX 79382

RE: notice of address change

Dear Resident,

Working in conjunction with the City of Wolfforth, it has come to our attention that it will be necessary to change the address of the ___ on Dowden Rd based on the duplicate numbers, non-consecutive numbering, and even/odd parity not followed. It is our hope that re-addressing this structure may alleviate confusion for emergency personnel and enable more efficient response in the event that a crisis occurs or emergency response is required.

The change to your address is as follows:

<u>LCAD Property ID</u>	<u>Previous Address</u>	<u>Updated Address</u>
R#####	401 Dowden Rd	418 Dowden Rd

Your address change may necessitate a change in your postal delivery, to which I would refer you to the U.S. Postal Service, as well as any other service providers that may have your previous address on file. However, note that our office has notified both USPS and Lubbock County Appraisal District of your address change.

Should you have questions regarding this address change, please contact our office at (806) 761-4982.

Regards,

Brad Patrick
 GIS/Addressing Coordinator
 Lubbock Emergency Communication District

CITY OF WOLFFORTH ADDRESSING DISCUSSION

Lubbock Emergency Communication District

February 20, 2024

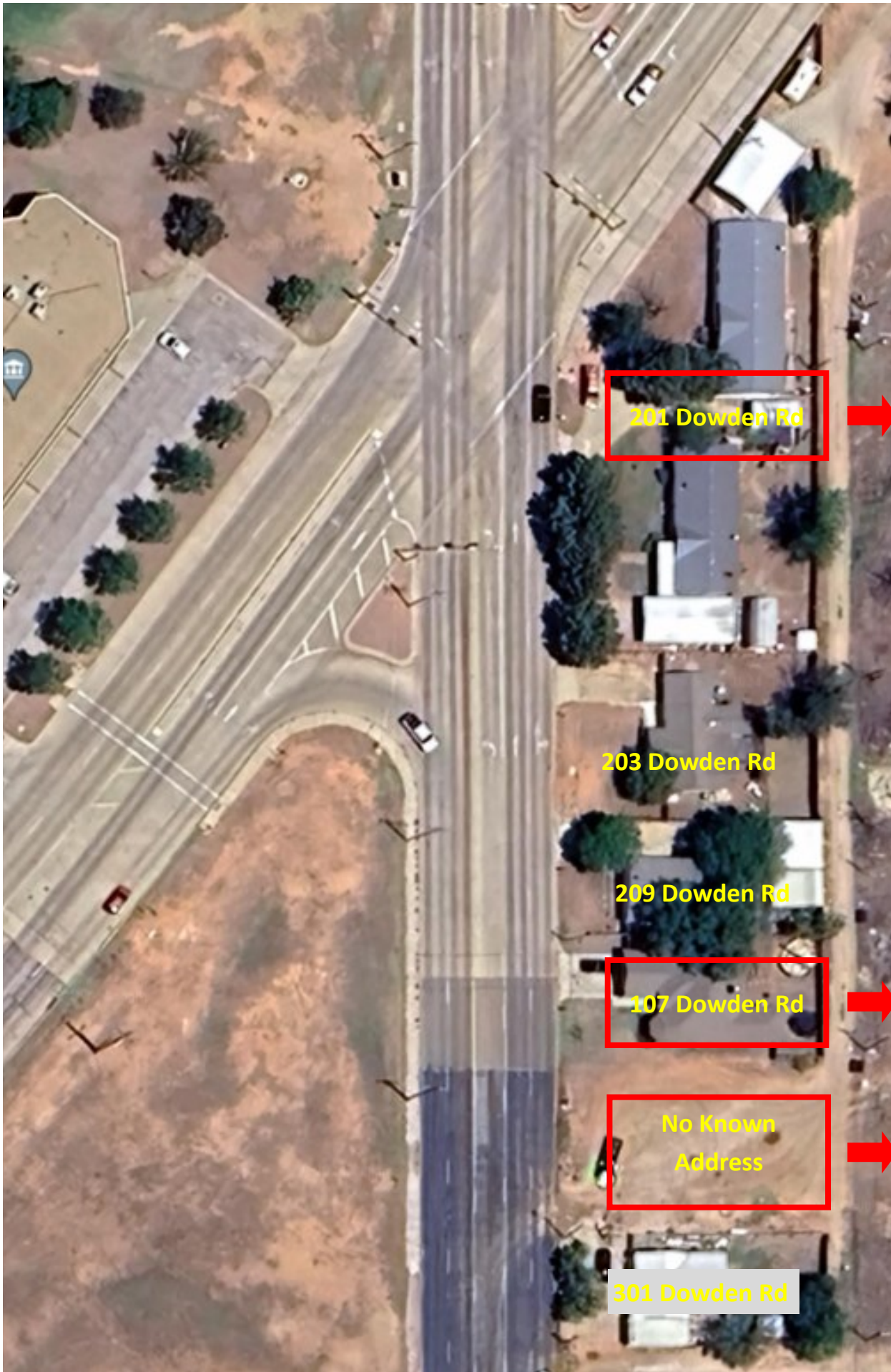
Item # 9.

LCAD ID	Previous Addr	Updated Addr or Action
R115790	201 Dowden Rd	proposed re-assignment as 201 DOWDEN RD, UNIT A for north structure and 201 DOWDEN RD, UNIT B for south structure
R115974	209 Dowden Rd, Unit B	proposed possibility of re-assigning this, contingent upon a named driveway
R115591	107 Dowden Rd	proposed re-assignment as 211 DOWDEN RD
R116238	-	assign as 213 DOWDEN RD
-	-	identify zig-zag alleyway between Patterson Pointe, Lots 2 & 3 as Brook Place; GPS: 33.50691,-102.00850
R116264 (north)	413 Dowden Rd, Unit G	proposed re-assignment as 402 BROOKE WAY / LN / PL
R301017	413 Dowden Rd, Unit D	proposed re-assignment as 404 BROOKE WAY / LN / PL
R305680	413 Dowden Rd, Unit E?	proposed re-assignment as 406 BROOKE WAY / LN / PL
R116264 (south)	413 Dowden Rd, Unit F	proposed re-assignment as 408 BROOKE WAY / LN / PL
R311825	413 Dowden Rd, Unit C	proposed re-assignment as 413 DOWDEN RD
R112849	413 Dowden Rd, Unit B	proposed re-assignment as 415 DOWDEN RD
R148572	413 Dowden Rd, Unit A	proposed re-assignment as 417 DOWDEN RD
R165247	505 Dowden Rd	proposed re-assignment as 419 DOWDEN RD
R116212	507 Dowden Rd	proposed re-assignment as 421 DOWDEN RD
R116188	509 Dowden Rd	proposed re-assignment as 423 DOWDEN RD
R309969	410 Dowden Rd	proposed re-assignment as 425 DOWDEN RD
R116165	412 Dowden Rd	proposed re-assignment as 427 DOWDEN RD
R112770	414 Dowden Rd	proposed re-assignment as 429 DOWDEN RD
R44443	-	proposed assignment as 501 DOWDEN RD
R44705	502-516 Dowden Rd	proposed re-assignment as 505 DOWDEN RD ; buildings will be identified counterclockwise from northwest: A (A1 & A2), B (B1 & B2), C (C1 & C2), D (D1 & D2); x1 units will be on the west and north sides; x2 units will be on the east and south sides
R86664	301 E 5 th St	proposed re-assignment as 111 E 5TH ST ; collateral concerns about issues with residents' benefit checks and Rx records
R128684	401 Dowden Rd	proposed re-assignment as 418 DOWDEN RD



Item # 9.

**Proposed
Address
Changes**



201 Dowden
***Unit A**
***Unit B**

211 Dowden

213 Dowden

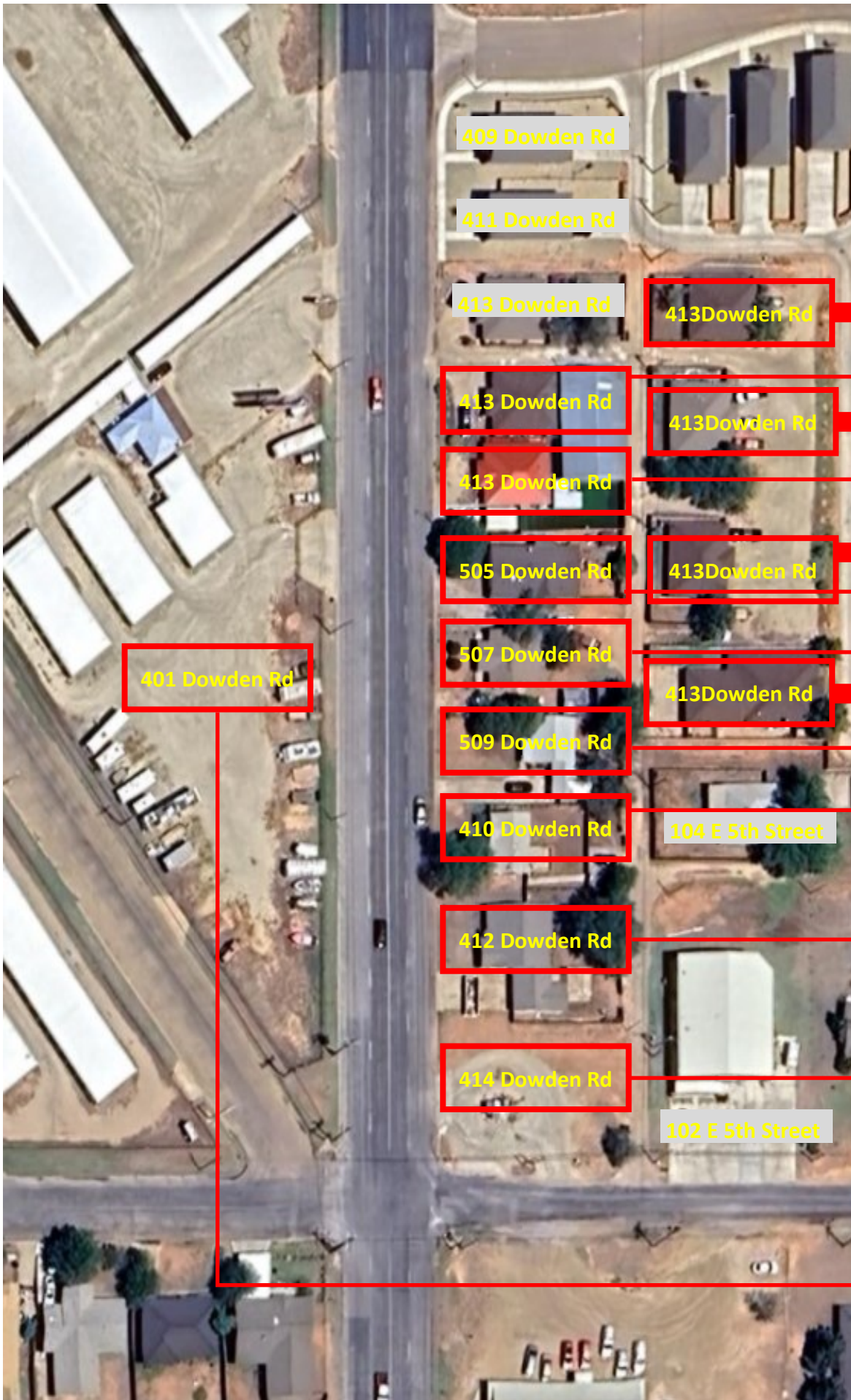
Item # 9.

No
Proposed
Address
Changes



Item # 9.

**Proposed
Address
Changes**



409 Dowden Rd

411 Dowden Rd

413 Dowden Rd

413 Dowden Rd

402 Brook Place

413 Dowden Rd

413 Dowden Rd

415 Dowden

404 Brook Place

413 Dowden Rd

417 Dowden

505 Dowden Rd

413 Dowden Rd

406 Brook Place

419 Dowden

507 Dowden Rd

413 Dowden Rd

421 Dowden

408 Brook Place

509 Dowden Rd

423 Dowden

410 Dowden Rd

104 E 5th Street

425 Dowden

412 Dowden Rd

427 Dowden

414 Dowden Rd

429 Dowden

102 E 5th Street

418 Dowden

401 Dowden Rd

**Proposed
Address
Changes**



501 Dowden

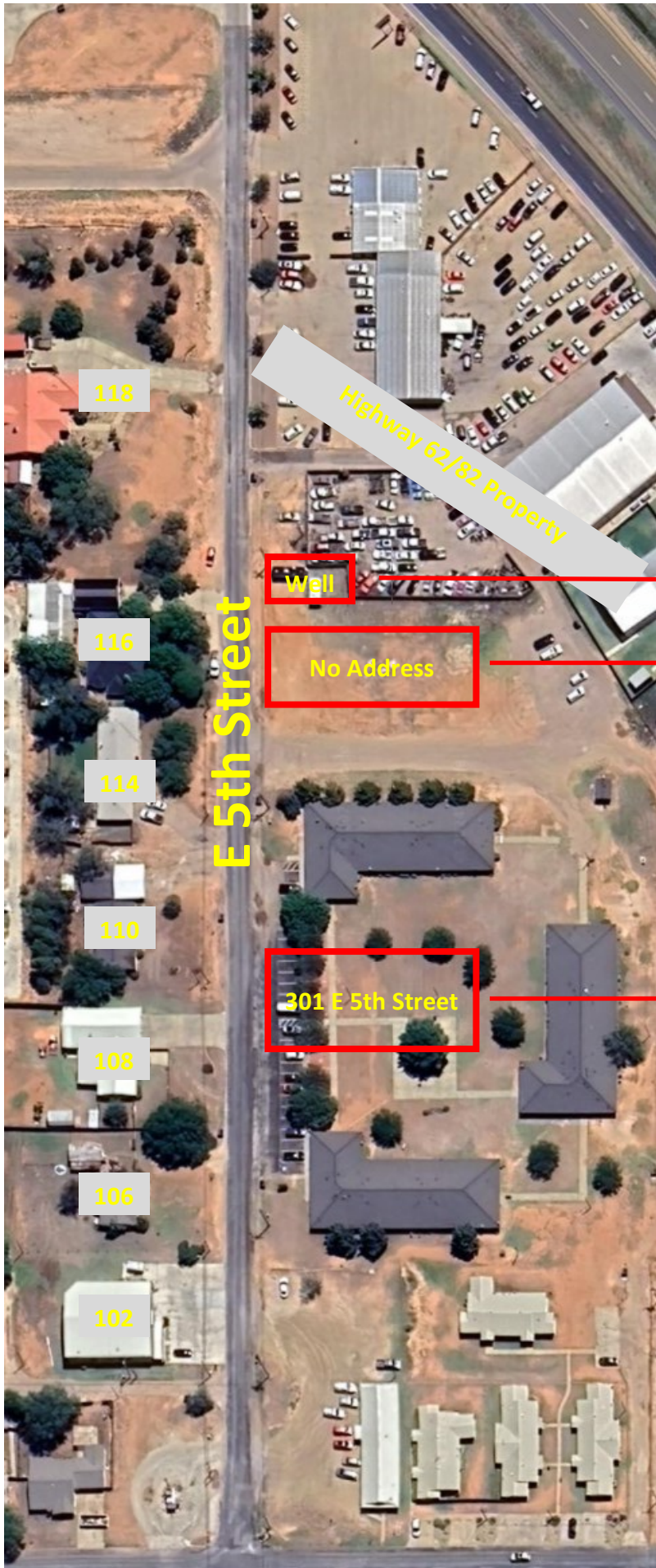
Below at 505 Dowden

A1 and A2

D1 and D2

B1 and B2

C1 and C2



**Proposed
Address
Changes**

117 E 5th

115 E 5th

109 E 5th



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	March 4, 2024
ITEM TITLE:	Consider and take appropriate action on staff report pertaining to ABC Bank of WolfForth private sewer line
STAFF INITIATOR:	Randy Criswell

BACKGROUND:

On January 25, 2024 the contractor (UCA) installing our 12” Distribution Loop line, while constructing a bore under Loop 193 in the vicinity of ABC Bank, bored into an unidentified line under Loop 193. After a brief investigation, it was determined this was a private sewer service line that belonged to the bank, and serviced the restrooms in the basement of the bank. The line was not identified during the required 811 utility locate effort, the line was not known of by TxDOT, the Bank, the City of WolfForth, or UCA. It’s my opinion that this was no one’s fault. Evidently the line had existed prior to the construction of the loop, and probably if TxDOT had known of it then, the bank would have been required to move it. However, that wasn’t the case, and no one knew of the line.

The cost of restoring the line in its current location is \$29,500, and would require that the City take ownership of the line where it crosses Loop 193. I don’t recommend this. We also have a price of \$10,000 to intercept the line on bank property, re-lay it within bank property and move the point of discharge to the bank’s side of Loop 193, which we believe would permanently solve this or any future issue with the location of the line. This scenario would leave the line in the ownership of the bank and the City would have no further obligation. However, staff would like to discuss this in further detail with the Council.

EXHIBITS:

Drawings showing location of line

COUNCIL ACTION/STAFF RECOMMENDATION:

None at this time.

**SEWER LINE AND PAVING AGREEMENT BY AND BETWEEN
CITY OF WOLFFORTH, TEXAS,
AND
AMERICAN BANK OF COMMERCE**

This Agreement is made by and between **AMERICAN BANK OF COMMERCE** ("ABC") and the **CITY OF WOLFFORTH, TEXAS**, (the "City"), a Texas Home Rule municipality, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, AMERICAN BANK OF COMMERCE ("ABC") owns property at 530 East Highway 62-82, Wolfforth, Texas on which it operates its office (the "Property");

WHEREAS, a contractor installing a water main for the City of Wolfforth damaged an unknown and previously unidentified private sewer line belonging to ABC while performing a construction bore across State Loop 193;

WHEREAS, the City of Wolfforth (the "City") owns a Right of Way on the South side of the Property which is depicted on Exhibit A (the "ROW") that contains a City owned and operated sewer line;

WHEREAS, the City and ABC desire to enter into an agreement that will allow the City to install approximately 233 linear feet of sewer line on ABC Property **to re-route and connect** the ABC sewer line into the Wolfforth standard sewer line.

NOW THEREFORE, the City and ABC, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do agree as follows:

Section I. Representations by the City

ABC agrees to allow the City to install approximately 233 linear feet of sewer on ABC Property in accordance with City specifications and regulations regarding the installation of sewer lines.

Section II. Representations by the City

a. The City agrees that it will be responsible for the entire cost of installing approximately 233 linear feet of sewer on ABC Property as defined in ("Exhibit A") and will be responsible for the maintenance of such paving during the term of this Agreement.

b. The City agrees that it will install the sewer line on ABC Property in accordance with City specifications and regulations regarding the installation of sewer line within the City.

c. The City acknowledges that it will be responsible to repair the segment of sewer line as described in Exhibit A, by providing a three (3) year contractor warranty for major structural defects.

Section III. Term and Termination

- a. The Term of this Agreement shall be three (3) years.
- b. City may terminate this Agreement with sixty (60) days prior written notice to ABC with cause.

Section IV. Indemnity

The City does not waive the City’s governmental immunity from suit and/or damages. ABC shall hold harmless, defend, protect, and indemnify the City and the City’s affiliates, agents, employees, assigns, successors, heirs, and personal representatives from any and all claims, suits, liabilities, demands, damages, and costs (including attorney’s fees, costs, and other expenses related to defending such claims) and arising out of or relating to any non-negligent acts or omissions of the City, or any of the City’s agents, employees, contractors, and licensees regarding this installation of sewer line on ABC property.

Section V. Amendment or Modification

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

Section VI. Miscellaneous

- 1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas, including all matters of construction, validity, performance, and enforcement.
- 2. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties thereto.
- 3. Venue. The property subject to this Agreement is in Lubbock County, Texas; therefore, venue for all purposes shall be in Lubbock County, Texas.

AGREED AND ACCEPTED THIS ____ DAY OF FEBRUARY 2024.

THE CITY OF WOLFFORTH, TEXAS:

Randy Criswell, City Manager
302 Main St.
Wolfforth, TX 79382

AMERICAN BANK OF COMMERCE

David Anderson
530 East Highway 62-82
Wolfforth, Texas 79382

DRAFT



AGENDA ITEM COMMENTARY

MEETING NAME: City Council
MEETING DATE: March 4, 2024
ITEM TITLE: Consider and take appropriate action on an Ordinance adopting new garbage rates
STAFF INITIATOR: Randy Criswell

BACKGROUND:

Included as an Exhibit to this item is a letter from Republic Services, notifying us of an increase in garbage collection rates, effective April 1, 2024. This notice follows our current contract.

We have calculated the new collection rates because of this increase, and an Ordinance has been prepared to adopt the new rates. The effect on an individual household will be an increase from the current rate of \$19.43 to the new rate of \$22.49. Commercial rates and polycart rates are also increasing by a proportionate percentage.

EXHIBITS:

Republic Letter
Ordinance

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends adoption of the ordinance as presented.



1408 Martin Luther King Blvd
Lubbock, TX 79403
www.republicservices.com

Item # 11.

February 12, 2024

Randy Criswell
City Manager
City of Wolfforth
PO Box 36
Wolfforth, Texas 79382-0036

RE: Annual CPI rate adjustment

Dear Randy,

In accordance with the Municipal Solid Waste and Disposal Contract between the City of Wolfforth and Republic Services, Republic will apply a 5.19% rate increase based on the most recently available data for the month of December of 2023 as specified by the Bureau of Labor and Statistics Consumer Price Index for the Water Sewer Trash Index as identified the agreement.

Updated data regarding the Water, Sewer, Trash Price Index can be located on Bureau of Labor Statistics web site at <http://www.bls.gov/>.

Accordingly, it is proposed that effective on and after April 1, 2024, all rates to the city are changed to reflect the new rates as shown on the attached Exhibit A.

If you have any questions regarding this matter, please do not hesitate to call. We appreciate the opportunity to serve the City of Whiteface and look forward to a mutually beneficial relationship for many years to come.

Sincerely,

A handwritten signature in blue ink that reads "Matthew Pederson".

Matthew Pederson
Municipal Services Manager- West Texas
1408 Martin Luther King Blvd
Lubbock, TX 79403
Cell (509) 808-9909
mpederson@republicservices.com



1408 Martin Luther King Blvd
 Lubbock, TX 79403
 www.republicservices.com

Residential Side Load Rates - Service Twice Weekly (per container/ per month)

	2023	2024
1.5 yard Side Load	\$53.85	\$56.64
3 yard Side Load	\$67.33	\$70.82

Residential Poly Cart Rates - Service Once Weekly (per month)

1- 96 Gallon Poly Cart	\$26.25	\$27.61
2- 96 Gallon Poly Cart	\$36.75	\$38.66

Commercial Side Load Rates

1.5 yard (2x per week)	\$33.33	\$35.06
3 yard (2x per week)	\$67.33	\$70.82
3 yard (3x per week)	\$86.64	\$91.14
6 yard (1x per week)	\$84.50	\$88.89
6 yard (2x per week)	\$169.02	\$177.79
6 yard (3x per week)	\$253.53	\$266.69
6 yard (4x per week)	\$338.01	\$355.55
6 yard (5x per week)	\$422.53	\$444.46
6 yard (6x per week)	\$507.03	\$533.34
8 yard (1x per week)	\$112.42	\$118.25
8 yard (2x per week)	\$224.86	\$236.53
8 yard (3x per week)	\$333.93	\$351.26

Commercial Side Load Recycling

8 yard (2x per week)	\$138.65	\$145.85
8 yard (3x per week)	\$207.96	\$218.75
Extra Pick Up	\$50.00	\$50.00
Container Delivery/Removal	\$50.00	\$50.00
Poly Cart Delivery/Removal (up to 2 carts)	\$25.00	\$25.00
Extra Yards	\$30.50	\$30.50

Accounts billed outside the City Limits will be charged 15% over Commercial Rates Shown Above

FREE SERVICES

Industrial Roll-Off: 30 yard Container- Up to twelve (12) FREE Hauls and Disposal per year

Commercial Side Load: Republic will provide FREE 3 yard Containers to City of Wolfforth Facilities.

ORDINANCE NO. 2024-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING THE CODE OF ORDINANCES APPENDIX A FEE SCHEDULE BY AMENDING A1.013 UTILITY RATES AND CHARGES; PROVIDING FOR THE REPEAL OF ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wolfforth City Council adopted Ordinance No. 2023-005 on March 20, 2023 adopting garbage rates;

WHEREAS, the cost of solid waste service to the City has increased;

WHEREAS, to maintain the current level of service, the City must increase its garbage collection fees to reflect the increased cost to the City; and

NOW THEREFORE,

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

Part 1. Enacted.

THAT the City of Wolfforth Code of Ordinances is hereby amended by amending Appendix A Fee schedule A1.013, which amended, added, or deleted sections shall read as follows:

APPENDIX A FEE SCHEDULE

Sec. A1.013 Utility Rates and Charges

(b) Garbage Rates:

(1) Residential:

- (a) \$22.49 per month, collected 2 times weekly, if served by steel container
- (b) \$32.16 per month, collected 1 time weekly if served by one cart
- (c) \$45.03 per month, collected 1 time weekly if served by two carts

(2) Commercial rates:

- (a) \$40.85 per 1.5 yard container, per month, collected 2 times weekly.
- (b) \$82.51 per 3 yard container, per month, collected 2 times weekly.
- (c) \$106.18 per 3 yard container, per month, collected 3 times weekly.

- (d) \$103.55 per 6 yard front load container, per month, collected 1 times weekly.
- (e) \$207.13 per 6 yard front load container, per month, collected 2 times weekly.
- (f) \$310.69 per 6 yard front load container, per month, collected 3 times weekly.
- (g) \$414.21 per 6 yard front load container, per month, collected 4 times weekly.
- (h) \$518.38 per 6 yard front load container, per month, collected 5 times weekly.
- (i) \$621.34 per 6 yard front load container, per month, collected 6 times weekly.
- (j) \$137.76 per 8 yard front load container, per month, collected 1 time weekly.
- (k) \$275.56 per 8 yard front load container, per month, collected 2 times weekly.
- (l) \$409.22 per 8 yard front load container, per month, collected 3 times weekly.
- (m) \$169.92 per 8 yard recycle container, collected 2 times weekly
- (n) \$254.84 per 8 yard recycle container, collected 3 times weekly

(3) Commercial rates outside City limits: 200% of the specific container/frequency rate for City limits customers (see commercial rates).

(4) Additional Services:

- (a) Extra Pick Up \$50.00
- (b) Extra Yards \$30.50

Part 2. Severability

The provisions and sections of this Ordinance shall be deemed to be independent, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

Part 3. Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Part 4. Publication

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

Part 5. Effective Date

This Ordinance shall be in force and effect from and after its publication.

PASSED AND APPROVED ON THIS THE 4TH DAY OF MARCH 2024.

Doug Hutcheson, Mayor Pro Tem
City of Wolforth, Texas

Attest:

Terri Robinette, City Secretary



AGENDA ITEM COMMENTARY

MEETING NAME: City Council Meeting
MEETING DATE: 03-04-2024
ITEM TITLE: Consider and take appropriate action on EDC Board appointments for two vacancies.
STAFF INITIATOR: Danielle Sweat- EDC Director

BACKGROUND:

In December of 2023 Debbie Perkey retired from the EDC leaving a vacancy. In January the board suggested Shawn Vinson come to the board meeting to meet everyone. Shawn has lived in the area since 2009. He is married to a Frenship school teacher, and they have children in FISD schools. Shawn sits on the FISD board of Trustees and is a local business owner. The EDC board feels very confident that Shawn will make a great addition to the WEDC board.

With our new bylaws, the city manager will no longer be a voting member of the board. This left another vacancy. Board member Russel Thomasson recommended a few names, one of them being Nicole Butler. Nicole is an accountant, small business owner, and resident of Wolfforth.

EXHIBITS:

COUNCIL ACTION/STAFF RECOMMENDATION:

EDC Board recommends approval of these two candidates.



AGENDA ITEM COMMENTARY

MEETING NAME: City Council

MEETING DATE: March 4, 2024

ITEM TITLE: This commentary will cover the next two agenda items.

First item: Consider and take appropriate action on designation of up to \$150,000 from Hotel Occupancy Taxes toward construction of the Wolfforth Monument Sign

Second item: Consider and take appropriate action on recommendation from Wolfforth EDC for award of bid for Wolfforth Monument Sign to 2-H Construction

STAFF INITIATOR: Randy Criswell
Danielle Sweat

BACKGROUND:

After two attempts, we were successful in receiving three bids for the Wolfforth Monument Sign project. We’ve been working on this since early 2023. As is now typical for virtually any construction project, the bids for this project were higher than anticipated. The EDC had dedicated a total of \$225,000 for this project, including professional services, and the low bid came in at \$296,500.

We have attached information that was provided to the EDC at their meeting last week regarding the bids. Here’s the project breakdown:

- Construction cost \$296,500
- Architectural \$60,000
- Total Cost \$356,500
- Amount approved by EDC \$225,000
- Shortfall \$131,500

The EDC Board has expressed a complete willingness to provide this additional amount. However, I would like to ask the Council to consider funding the shortfall with Hotel Occupancy Taxes. We currently have about \$700,000 in HOT fund balance, and I would rather see it used for the sign than to commit additional dollars from sales tax, simply because I’d rather see those EDC dollars available for business incentives.

The EDC Board has recommended that the bid be awarded to 2-H Construction in the amount of \$296,500 to 2-H Construction with the understanding that the EDC is willing to make up the shortfall if necessary.

EXHIBITS:

- EDC Board meeting commentary
- Letter of recommendation from Kimley Horn regarding 2-H Construction

Drawings of project

COUNCIL ACTION/STAFF RECOMMENDATION:

First Item: Staff recommends an amount up to \$150,000 be designated from HOT fund balance as additional funding for the Wolfforth Monument Sign project

Second Item: Staff recommends award of the bid to 2-H Construction in the amount of \$296,500.



February 20, 2024

Randy Criswell, CPM
City of Wolfforth
City Manager
PO Box 36 – 302 Main Street
Wolfforth, Texas 79382

**RE: *Individual Project Order Number 03-2023 Wolfforth Monument Signage
Bid Summary***

Dear Mr. Criswell:

On February 6, 2024 proposals were received and were publicly opened. Proposals were recorded by the City of Wolfforth staff, at 2:00 PM. There were three (3) bidders for this project: 2H Construction Services, LLC, Henthorn Commercial Construction, LLC, and West Texas Services, Inc. (dba Tom's Tree Place).

The apparent low bid for the Wolfforth Monument Sign and Landscape project was \$296,500.00 (Base Bid). The apparent low bid was submitted by 2H Construction Services, LLC and their package appears to be complete and qualified based on our review. 2H Construction Services, LLC, is located in Lubbock, Texas.

It is our understanding that there is adequate funding to award the project to 2H Construction Services, LLC, for the Base Bid and any selected alternate bid items. Based on the information provided above and previous working experience, we find no reason why the City should not award the project to 2H Construction Services, LLC.

Sincerely,

A handwritten signature in blue ink, appearing to read "Blaine Mikulik".

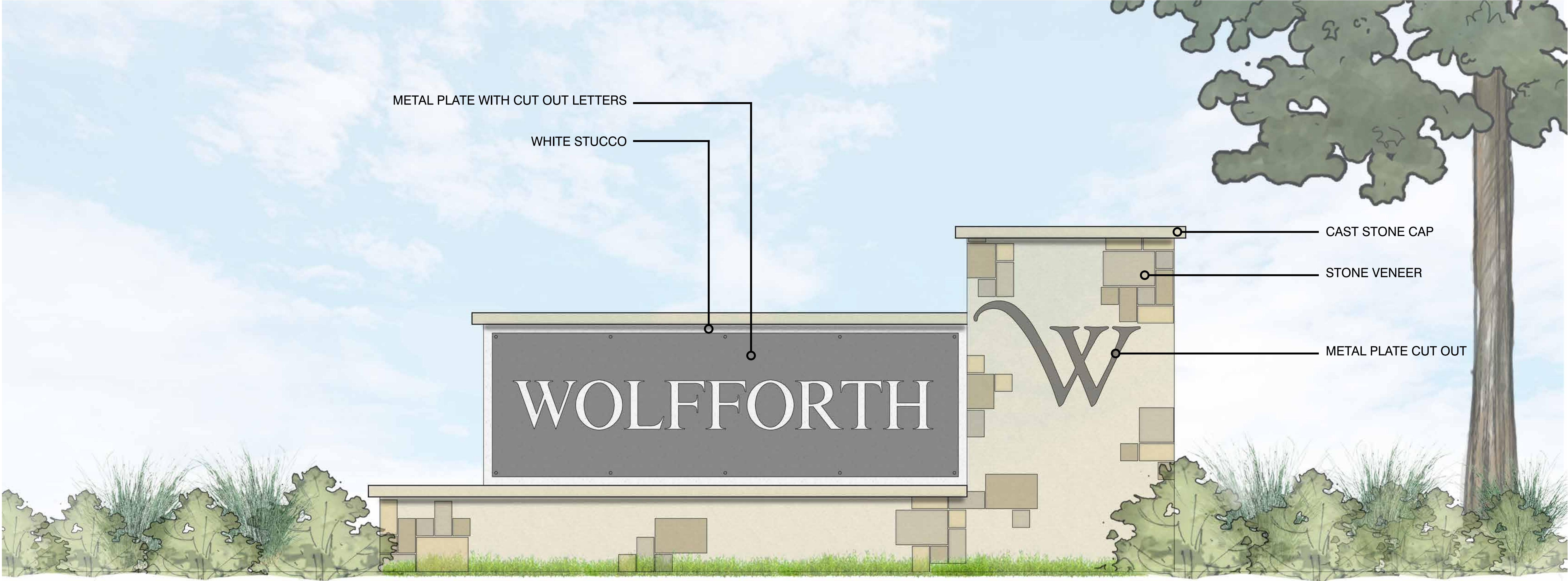
Blaine Mikulik, PLA (TX), LI
Kimley-Horn and Associates

CITY OF WOLFFORTH ENTRY MONUMENT LANDSCAPE

MONUMENT SIGN
WOLFFORTH, TX



CITY OF WOLFFORTH ENTRY MONUMENT DESIGN



CITY OF WOLFFORTH ENTRY MONUMENT LANDSCAPE

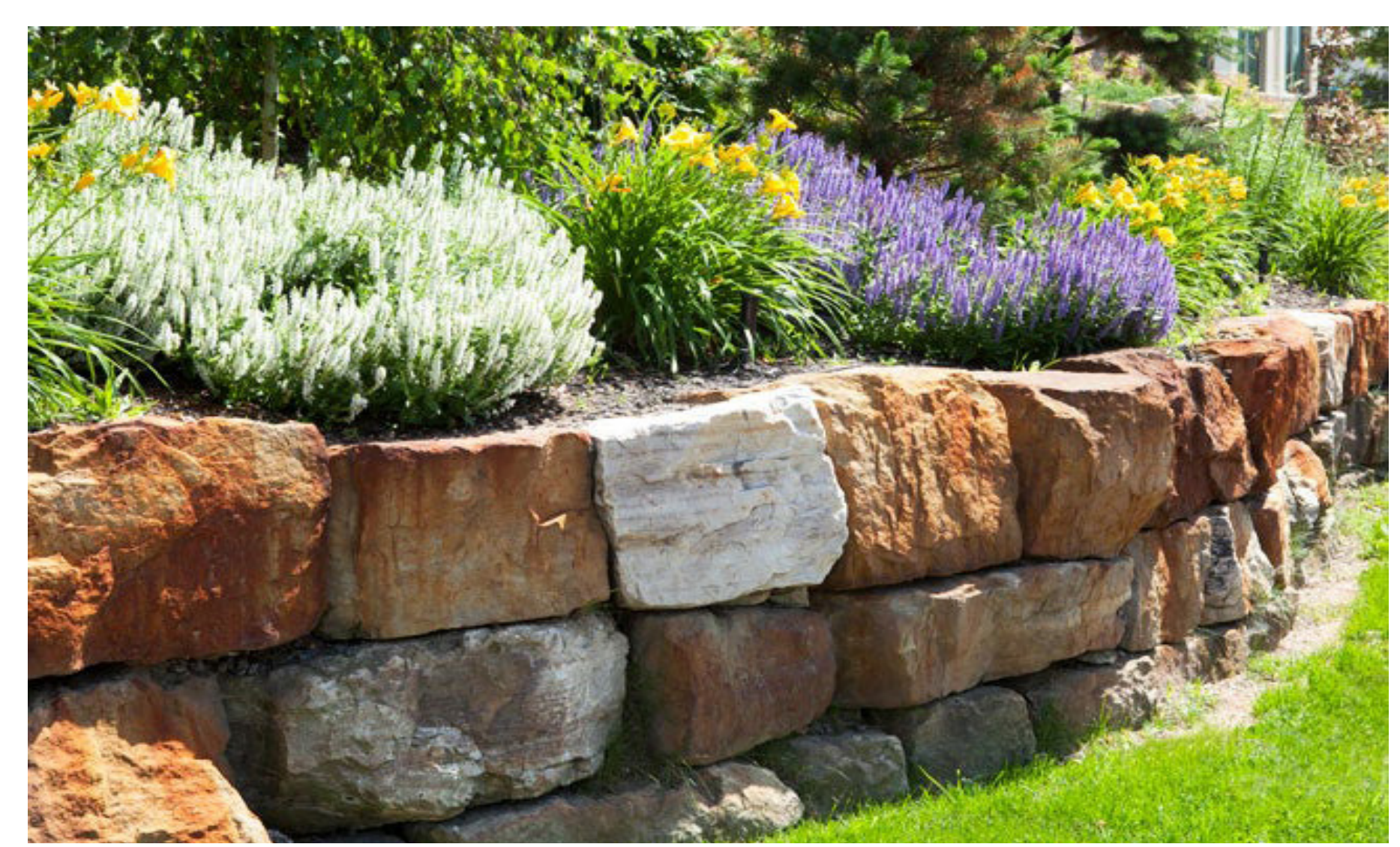
SCHEMATIC DESIGN PRESENTATION

WOLFFORTH, TX



CITY OF WOLFFORTH ENTRY MONUMENT DESIGN

SCHEMATIC PLAN





AGENDA ITEM COMMENTARY

MEETING NAME: City Council

MEETING DATE: March 4, 2024

ITEM TITLE: This commentary will cover the next two agenda items.

First item: Consider and take appropriate action on designation of up to \$150,000 from Hotel Occupancy Taxes toward construction of the Wolfforth Monument Sign

Second item: Consider and take appropriate action on recommendation from Wolfforth EDC for award of bid for Wolfforth Monument Sign to 2-H Construction

STAFF INITIATOR: Randy Criswell
Danielle Sweat

BACKGROUND:

After two attempts, we were successful in receiving three bids for the Wolfforth Monument Sign project. We’ve been working on this since early 2023. As is now typical for virtually any construction project, the bids for this project were higher than anticipated. The EDC had dedicated a total of \$225,000 for this project, including professional services, and the low bid came in at \$296,500.

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The EDC Board has recommended that the bid be awarded to 2-H Construction in the amount of \$296,500 to 2-H Construction with the understanding that the EDC is willing to make up the shortfall if necessary.

EXHIBITS:

EDC Board meeting commentary
Letter of recommendation from Kimley Horn regarding 2-H Construction

Drawings of project

COUNCIL ACTION/STAFF RECOMMENDATION:

First Item: Staff recommends an amount up to \$150,000 be designated from HOT fund balance as additional funding for the Wolfforth Monument Sign project

Second Item: Staff recommends award of the bid to 2-H Construction in the amount of \$296,500.



AGENDA ITEM COMMENTARY

MEETING NAME:	Wolfforth City Council
MEETING DATE:	March 4, 2024
ITEM TITLE:	Consider and take appropriate action on recommendation from Wolfforth EDC for award of bid for Wolfforth Monument Sign to 2-H Construction
STAFF INITIATOR:	Danielle Sweat – Economic Development Director

BACKGROUND:

The city received 3 bids for the monument sign construction and landscaping. The EDC previously approved the amount of \$225,000 for the project.

2H Construction: 296,500

Tom’s Tree Place: 349,690

Henthorn Construction: 315,000

The EDC has currently paid Kimley-Horn 49,950 to date.

A letter of recommendation has been made by Kimley-Horn in support of 2H Construction.

EXHIBITS:

None

COUNCIL ACTION/STAFF RECOMMENDATION:

The EDC board recommends awarding the monument sign bid to 2H construction.