



# CITY COUNCIL MEETING

April 07, 2025 at 6:00 PM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

## AGENDA

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### CALL MEETING TO ORDER

**INVOCATION - Councilmember Brashier**

**PLEDGE OF ALLEGIANCE - Councilmember Cooper**

**ROLL CALL AND ESTABLISH A QUORUM**

**SAFETY REVIEW**

**CITIZEN ENGAGEMENT**

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

**CONSENT AGENDA**

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

- 1.** Consider and take appropriate action on City Council Meeting minutes from March 17, 2025
- 2.** Consider and take appropriate action on Payment Request #4 from Landmark Structures for the Alcove EST Construction
- 3.** Consider and take appropriate action on Resolution 2025-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING SALE AGREEMENT NO. 2210247013 WITH FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC FOR THE PURCHASE OF CARDIAC MONITORING EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE

**REGULAR SESSION**

4. Consider and take appropriate action on Resolution 2025-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, RELEASING PROPERTY KNOWN AS WOLFFORTH PLACE L 1 (LCAD ID #R67772), LUBBOCK COUNTY, TEXAS, FROM THE CITY OF WOLFFORTH EXTRATERRITORIAL JURISDICTION.

5. Consider and take appropriate action on Resolution 2025-015.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AUTHORIZING THE EXECUTION OF A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC FOR THE DEVELOPMENT OF A COMPREHENSIVE PLAN UTILIZING GENERAL LAND OFFICE (GLO) FUNDING; AND PROVIDING AN EFFECTIVE DATE

6. Consider and take appropriate action on approval of Ordinance 2025-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING the city of wolfforth CODE OF ORDINANCES BY AMENDING CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.04 PARKING REGULATIONS § 12.04.004 DONALD PRESTON DRIVE; PROHIBITING PARKING IN THE DONALD PRESTON DRIVE RIGHT-OF-WAY west of fm 179; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

7. Consider and take appropriate action on progress update for the solid waste contractor transition.

8. Consider and take appropriate action on discussion of city-owned billboard

**COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**

**ADJOURN**

**RIGHT TO ENTER EXECUTIVE SESSION:**

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

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

**Certification**

I, the undersigned authority do hereby certify that the Notice of Meeting was posted at City Hall of the City of Wolfforth, Texas was posted on April 4, 2025 at 5:00 p.m.

/s/ Terri Robinette, City Secretary



# CITY COUNCIL MEETING

March 17, 2025 at 6:00 PM

WolfForth City Hall - 302 Main Street WolfForth, TX

## MINUTES

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### CALL MEETING TO ORDER

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

### INVOCATION - Mayor Pro Tem Hutcheson

### PLEDGE OF ALLEGIANCE - Councilmember Place 4 McDonald

### ROLL CALL AND ESTABLISH A QUORUM

#### PRESENT

Mayor Charles Addington

Councilmember Place 1 David Cooper

Councilmember Place 2 Wesley Houck

Mayor Pro Tem Doug Hutcheson

Councilmember Place 4 Charlotte McDonald

Councilmember Place 5 Austin Brashier

### SAFETY REVIEW

### CITIZEN ENGAGEMENT

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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.

(unapproved draft)

There were no public comments.

**RECOGNITION AND PROCLAMATIONS**

- 1. National Child Abuse Prevention Month - April 2025

**CONSENT AGENDA**

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

Motion to approve the Consent Agenda.

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

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

- 2. Consider and take appropriate action on City Council Meeting minutes from March 3, 2025
- 3. Consider and take appropriate action on Payment Request #4 from UCA for the 12” EST Distribution line install.
- 4. Consider and take appropriate action on February 2025 departmental reports
- 5. Consider and take appropriate action Resolution 2025-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A CONTRACT WITH MISSOURI PETROLEUM PRODUCTS COMPANY, LLC FOR THE 2025 GROUP SEALCOAT PROGRAM; AND PROVIDING AN EFFECTIVE DATE

**REGULAR SESSION**

- 6. Consider and take appropriate action on Fiscal Year 2024 Financial Audit

Motion to approve the Fiscal Year 2024 Financial Audit and CSLFRF Compliance Report.

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

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

- 7. Consider and take appropriate action on Wolfforth Economic Development Corporation board's recommendation for alternate position.

(unapproved draft)

Motion to appoint Tyler Zalmanzig as an alternate to the Economic Development Corporation.

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

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

8. PUBLIC HEARING: Consider and take appropriate action on an amendment to the Overlook Planned Development District.

*A public hearing is held by the governing body in order for the public to hear the facts and offer their opinions. The governing body is not obligated to engage in dialogue with those present.*

This amendment to the PDD site plan for the Overlook Subdivision would change lots 304-344 from townhome lots to single-family cottage-style home lots. This change will decrease the lot number from 31 to 23.

Public Hearing was opened at 6:24 PM.

There were no public comments

Public Hearing was closed at 6:26 PM.

9. Consider and take appropriate action on an amendment to Overlook Planned Development District.

Motion to approve an amendment to the Overlook Planned Development District.

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

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

10. Consider and take appropriate action on approval of an amendment to The Overlook, Lot 304-334 plat.

Motion to approve an amendment to The Overlook, Lots 304-334 plat.

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

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

(unapproved draft)

11. PUBLIC HEARING: Consider and take appropriate action on a zoning change from R-1 to C-3 at 469 E Hwy 62-82; BLK AK SEC 25 AB 246 TR NE2A AC: 1.647.

*A public hearing is held by the governing body in order for the public to hear the facts and offer their opinions. The governing body is not obligated to engage in dialogue with those present.*

There has been a request from the property owner to rezone the property located at 469 E Hwy 62 from R-1 to C-3.

Public Hearing was opened at 6:28 PM

There were no public comments.

Public Hearing was closed at 6:31 PM

12. Consider and take appropriate action on Ordinance 2025-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE ZONING MAP AS IT RELATES TO PROPERTY KNOWN AS BLK AK SEC 25 AB 246 TR NE2A AC: 1.647, WOLFFORTH, LUBBOCK COUNTY, TEXAS, BY AMENDING THE ZONING DESIGNATION FROM R1 TO C-3; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES AND PORTIONS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance 2025-005

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

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

13. PUBLIC HEARING: Consider and take appropriate action on an amendment to the Wolfforth Code of Ordinances, 14.03.013 Commercial Use Categories, 14.03.008 Use Table, 14.04.024 Game Room, and 14.08.004 Definitions.

*A public hearing is held by the governing body in order for the public to hear the facts and offer their opinions. The governing body is not obligated to engage in dialogue with those present.*

(unapproved draft)

The use table of the zoning ordinance will be amended to include a new commercial use category for Game Room and includes definitions for Game Room and Game Hall

Public Hearing was opened at 6:34 PM

There were no public comments.

Public Hearing was closed at 6:36 PM

14. Consider and take appropriate action Ordinance 2025-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE CITY OF WOLFFORTH ZONING ORDINANCE BY AMENDING CHAPTER 14 ZONING; ADDING THE USE OF GAME ROOM AS A CONDITIONAL USE IN CERTAIN ZONING DISTRICTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance 2025-006

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

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

15. Consider and take appropriate action Resolution 2025-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A CONTRACT WITH UTILITY CONTRACTORS OF AMERICA, INC FOR THE CONSTRUCTION OF THE LUBBOCK NORTH INTERCONNECTION AND PUMP STATION IN THE AMOUNT OF \$2,977,240 AND PROVIDING AN EFFECTIVE DATE

Motion to approve Resolution 2025-011

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

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

16. Consider and take appropriate action Resolution 2025-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A CONTRACT WITH UTILITY CONTRACTORS OF AMERICA, INC FOR

*(unapproved draft)*

THE CONSTRUCTION OF THE LOOP 88 EAST BOOSTER PUMP STATION AND PIPELINE IN THE AMOUNT OF \$1,287,555 AND PROVIDING AN EFFECTIVE DATE

Motion to approve Resolution 2025-012

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

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

## **EXECUTIVE SESSION**

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

The City Council convened into Executive Session on March 17, 2025 at 6:47 PM.

17. 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)Third Party Consulting Agreements

## **RECONVENE INTO OPEN SESSION**

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

The City Council reconvened into Open Session on March 17, 2025 at 7:06 PM

Motion to approve consulting contracts for wastewater and general consulting services and authorize Mayor to execute, pending approval of the City Manager, Mayor and City Attorney.

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

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

## **COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**

## **ADJOURN**

Motion to adjourn at 7:07 PM.

*(unapproved draft)*

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

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

**PASSED AND APPROVED THIS 7TH DAY OF APRIL 2025**

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Charles Addington, II, Mayor  
City of Wolforth, Texas

ATTEST:

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Terri Robinette, City Secretary

DRAFT

# AGENDA ITEM COMMENTARY




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**MEETING NAME:** City Council  
**MEETING DATE:** April 7th 2025  
**ITEM TITLE:** Consider and take appropriate action on Payment Request #4 from Landmark Structures for the Alcove EST Construction  
**STAFF INITIATOR:** Randy Hall

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**BACKGROUND:**

There is a Pay Request from Landmark Structures for the Alcove EST Construction

The Pay Request #4 has been received and is Attached as an exhibit to this item.

The Breakdown is as Follows:

- a. Original Contract Amount: \$4,852,000.00
- b. Work Performed this Pay Request: \$456,245.00
- c. Materials Stored: \$0.00
- d. Total Work Performed + Materials Stored: \$2,013,495.00
- e. Retainage: \$100,674.75
- f. Paid Previous Applications: \$1,479,387.50

Amount Due: (d-e-f) \$433,432.75

**EXHIBITS:**

Landmark Structures Pay Request #4 for The Alcove EST Construction.

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Staff recommend payment as requested.

Item # 2.

**TO OWNER/CLIENT:**

City of Wolfforth, Texas  
302 Main St.  
Wolfforth, Texas 79382

**PROJECT:**

1854 - 1854 Wolfforth TX - 0.5 MG CET  
10408 Alcove Ave.  
Wolfforth, Texas 79382

**APPLICATION NO: 4**

**INVOICE NO: 4**

**PERIOD: 02/26/25 - 03/25/25**

**OWNER'S CONTRACT NO:**

**CONTRACT DATE:**

**FROM CONTRACTOR:**

Landmark Structures  
1665 Harmon Rd  
Fort Worth, Texas 76177

**VIA ARCHITECT/ENGINEER:**

Marcus Michalewicz, EIT (Kimley Horn)  
4411 98th Street, Ste. 300  
Lubbock, Texas 79424

**CONTRACT FOR:** 1854 Wolfforth TX - 0.5 MG CET Prime Contract

**CONTRACTOR'S APPLICATION FOR PAYMENT**

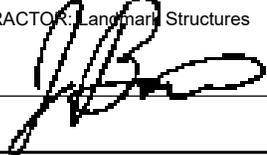
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$4,852,000.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$4,852,000.00
4. Total completed and stored to date (Column G on detail sheet)	\$2,013,495.00
5. Retainage:	
a. 5.00% of completed work	\$100,674.75
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$100,674.75
6. Total earned less retainage (Line 4 less Line 5 Total)	\$1,912,820.25
7. Less previous certificates for payment (Line 6 from prior certificate)	\$1,479,387.50
8. Current payment due:	\$433,432.75
9. Balance to finish, including retainage (Line 3 less Line 6)	\$2,939,179.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Landmark Structures

By:  Date: 3/24/2025

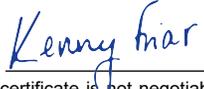
**ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$433,432.75

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By:  Date: 3/24/2025

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 4

Item # 2.

APPLICATION DATE: 3/25/2025

PERIOD: 02/26/25 - 03/25/25

Contract Lines

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE				D WORK COMPLETED		G TOTAL COMPLETE		H BALANCE TO FINISH (C - G)	I RETAINAGE
		UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD	% COMPLETE			
									TOTAL COMPLETE		
1	1.01 Bonds and Insurance	LS	1.0	\$140,900.00	\$140,900.00	\$140,900.00	\$0.00	\$140,900.00	100.00%	\$0.00	\$7,045.00
2	1.02 Engineering - Elevated Tank - Steel Tank	LS	1.0	\$96,500.00	\$96,500.00	\$96,500.00	\$0.00	\$96,500.00	100.00%	\$0.00	\$4,825.00
3	1.03 Engineering - Elevated Tank - Foundation / Basis	LS	1.0	\$90,700.00	\$90,700.00	\$90,700.00	\$0.00	\$90,700.00	100.00%	\$0.00	\$4,535.00
4	1.04 Engineering - Elevated Tank - Pedestal	LS	1.0	\$88,900.00	\$88,900.00	\$88,900.00	\$0.00	\$88,900.00	100.00%	\$0.00	\$4,445.00
5	1.07 Mobilize	LS	1.0	\$193,500.00	\$193,500.00	\$135,450.00	\$0.00	\$135,450.00	70.00%	\$58,050.00	\$6,772.50
6	1.09 Commissioning & Startup	LS	1.0	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,500.00	\$0.00
7	2.01 Erosion Control	LS	1.0	\$12,600.00	\$12,600.00	\$12,600.00	\$0.00	\$12,600.00	100.00%	\$0.00	\$630.00
8	2.02 Clearing /Grading/ Access road	LS	1.0	\$189,900.00	\$189,900.00	\$189,900.00	\$0.00	\$189,900.00	100.00%	\$0.00	\$9,495.00
9	2.04 Temporary Fence	LS	1.0	\$16,700.00	\$16,700.00	\$16,700.00	\$0.00	\$16,700.00	100.00%	\$0.00	\$835.00
10	2.06 Initial Site /Tank Surveying	LS	1.0	\$8,700.00	\$8,700.00	\$8,700.00	\$0.00	\$8,700.00	100.00%	\$0.00	\$435.00
11	3.03 Foundation - Excavation	LS	1.0	\$79,500.00	\$79,500.00	\$79,500.00	\$0.00	\$79,500.00	100.00%	\$0.00	\$3,975.00
12	3.05 Foundation - Spread Foundation	LS	1.0	\$166,600.00	\$166,600.00	\$166,600.00	\$0.00	\$166,600.00	100.00%	\$0.00	\$8,330.00
13	3.06 Foundation - Backfill Exterior	LS	1.0	\$29,600.00	\$29,600.00	\$14,800.00	\$0.00	\$14,800.00	50.00%	\$14,800.00	\$740.00
14	4.01 Concrete Pedestal - Lifts 1 / Crane / Scaffold	LS	1.0	\$300,700.00	\$300,700.00	\$300,700.00	\$0.00	\$300,700.00	100.00%	\$0.00	\$15,035.00
15	4.02 Concrete Pedestal - Lifts 2-3	PC	2.0	\$177,900.00	\$355,800.00	\$177,900.00	\$177,900.00	\$355,800.00	100.00%	\$0.00	\$17,790.00
16	4.03 Concrete Pedestal - Remaining Lifts 4-15	PC	12.0	\$56,900.00	\$682,800.00	\$0.00	\$170,700.00	\$170,700.00	25.00%	\$512,100.00	\$8,535.00
17	4.04 Concrete Pedestal - Tank Floor	LS	1.0	\$167,400.00	\$167,400.00	\$0.00	\$0.00	\$0.00	0.00%	\$167,400.00	\$0.00
18	4.05 Backfill Interior	LS	1.0	\$3,200.00	\$3,200.00	\$0.00	\$3,200.00	\$3,200.00	100.00%	\$0.00	\$160.00
19	5.01 Steel Tank - Materials - Plate/ Fabrication	LS	1.0	\$316,500.00	\$316,500.00	\$0.00	\$104,445.00	\$104,445.00	33.00%	\$212,055.00	\$5,222.25
20	5.03 Steel Tank - Erect - Ring Beam	LS	1.0	\$40,400.00	\$40,400.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,400.00	\$0.00
21	5.04 Steel Tank - Erect - Cone	LS	1.0	\$130,200.00	\$130,200.00	\$0.00	\$0.00	\$0.00	0.00%	\$130,200.00	\$0.00
22	5.05 Steel Tank - Erect - Vertical Shell	LS	1.0	\$82,700.00	\$82,700.00	\$0.00	\$0.00	\$0.00	0.00%	\$82,700.00	\$0.00
23	5.07 Steel Tank - Appurtenances	LS	1.0	\$45,700.00	\$45,700.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,700.00	\$0.00
24	5.08 Steel Tank - Erect - Hoist	LS	1.0	\$30,800.00	\$30,800.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,800.00	\$0.00
25	5.09 Steel Tank - Erect - Floor	LS	1.0	\$3,400.00	\$3,400.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,400.00	\$0.00
26	5.10 Steel Tank - Erect - Roof	LS	1.0	\$94,600.00	\$94,600.00	\$0.00	\$0.00	\$0.00	0.00%	\$94,600.00	\$0.00
27	6.03 Steel Tank - Field Coating - Ground Phase	LS	1.0	\$120,300.00	\$120,300.00	\$0.00	\$0.00	\$0.00	0.00%	\$120,300.00	\$0.00
28	6.04 Steel Tank - Field Coating - Air Phase	LS	1.0	\$80,200.00	\$80,200.00	\$0.00	\$0.00	\$0.00	0.00%	\$80,200.00	\$0.00
29	6.10 Concrete Pedestal - Blast	LS	1.0	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,500.00	\$0.00
30	7.01 Mechanical - Base - Piping	LS	1.0	\$37,400.00	\$37,400.00	\$37,400.00	\$0.00	\$37,400.00	100.00%	\$0.00	\$1,870.00
31	7.02 Mechanical - Pedestal - Riser Piping	LS	1.0	\$113,800.00	\$113,800.00	\$0.00	\$0.00	\$0.00	0.00%	\$113,800.00	\$0.00
32	7.04 Mechanical - Chamber - Valves / Piping	LS	1.0	\$76,500.00	\$76,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$76,500.00	\$0.00
33	7.05 Mechanical - Chamber - Plumbing	LS	1.0	\$15,900.00	\$15,900.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,900.00	\$0.00
34	8.01 Concrete Pedestal - Ladders / Landings	LS	1.0	\$78,400.00	\$78,400.00	\$0.00	\$0.00	\$0.00	0.00%	\$78,400.00	\$0.00
35	8.02 Steel Tank - Hatches / Vents	LS	1.0	\$11,900.00	\$11,900.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,900.00	\$0.00

A	B	C				D	E	G		H	Item # 2.
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED		TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE
		UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD				
36	8.03 Antenna and Cable Supports	LS	1.0	\$4,400.00	\$4,400.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,400.00	\$0.00
37	8.04 Mixing System	LS	1.0	\$18,100.00	\$18,100.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,100.00	\$0.00
38	9.01 Slab on Grade	LS	1.0	\$8,400.00	\$8,400.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,400.00	\$0.00
39	9.04 Doors	LS	1.0	\$18,300.00	\$18,300.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,300.00	\$0.00
40	10.04 Electrical / SCADA	LS	1.0	\$366,000.00	\$366,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$366,000.00	\$0.00
41	10.05 Lightning Protection/ Ground Conductors	LS	1.0	\$4,400.00	\$4,400.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,400.00	\$0.00
42	10.06 Cathodic Protection	LS	1.0	\$35,300.00	\$35,300.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,300.00	\$0.00
43	11.01 Watermain	LS	1.0	\$174,700.00	\$174,700.00	\$0.00	\$0.00	\$0.00	0.00%	\$174,700.00	\$0.00
44	12.01 Concrete / Asphalt Paving	LS	1.0	\$23,600.00	\$23,600.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,600.00	\$0.00
45	12.02 Fence and Gates	LS	1.0	\$97,800.00	\$97,800.00	\$0.00	\$0.00	\$0.00	0.00%	\$97,800.00	\$0.00
46	12.03 Seed / Sod / Hydromulch	LS	1.0	\$32,200.00	\$32,200.00	\$0.00	\$0.00	\$0.00	0.00%	\$32,200.00	\$0.00
47	12.05 Splash Pad/ Gen Pad/ Bollards	LS	1.0	\$7,100.00	\$7,100.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,100.00	\$0.00
48	13.01 Bid Item 2 Trench Safety	LS	1.0	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
49	13.02 Bid Item 3 Tank Demo 1	LS	1.0	\$74,500.00	\$74,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$74,500.00	\$0.00
50	13.03 Bid Item 4 Tank Demo 2	LS	1.0	\$74,500.00	\$74,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$74,500.00	\$0.00
<b>TOTALS:</b>				<b>\$4,852,000.00</b>	<b>\$4,852,000.00</b>	<b>\$1,557,250.00</b>	<b>\$456,245.00</b>	<b>\$2,013,495.00</b>	<b>41.50%</b>	<b>\$2,838,505.00</b>	<b>\$100,674.75</b>

Grand Totals

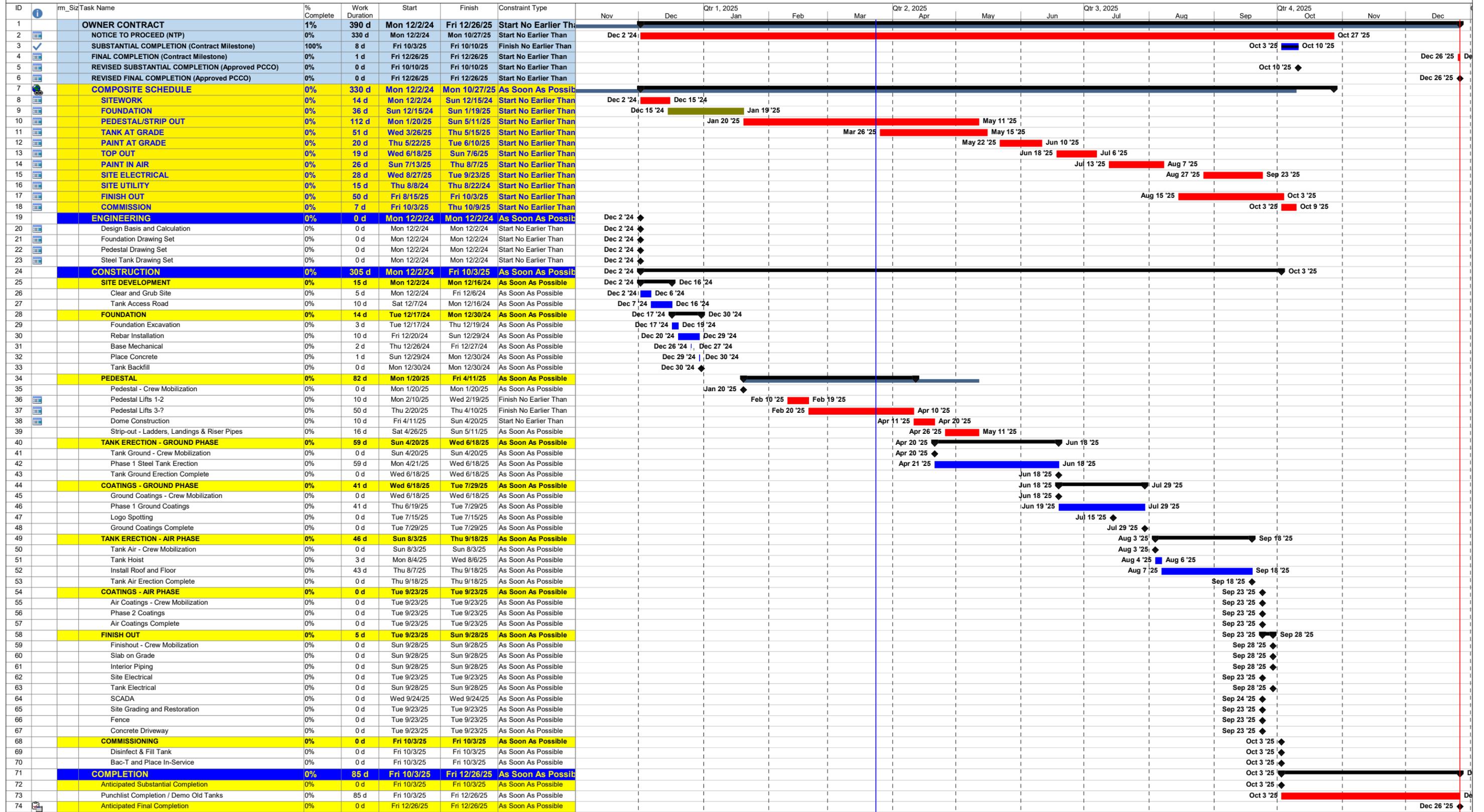
A	B	C				D	E	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED		TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE
		UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD				
<b>GRAND TOTALS:</b>				<b>\$4,852,000.00</b>	<b>\$4,852,000.00</b>	<b>\$1,557,250.00</b>	<b>\$456,245.00</b>	<b>\$2,013,495.00</b>	<b>41.50%</b>	<b>\$2,838,505.00</b>	<b>\$100,674.75</b>

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# Project Schedule

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# Aquarion, CT 0.5MG Elevated Tank Project Schedule



## EST Construction Status

- a. Lifts 1-6 Have been completed
- b. Tower Crane removed
- c. Crane Staging has been added, raising the height of the framework
- d. Tower Crane raised and reattached higher to allow additional Lift construction
- e. Crew Has begun raising forms to start Lift 7

Lifts 4-6











## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	Wolfforth City Council Meeting
<b>MEETING DATE:</b>	April 7, 2025
<b>ITEM TITLE:</b>	Consider and take appropriate action on Resolution 2025-013 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING SALE AGREEMENT NO. 2210247013 WITH FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC FOR THE PURCHASE OF CARDIAC MONITORING EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE
<b>STAFF INITIATOR:</b>	Lance Barrett

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### BACKGROUND:

Wolfforth Fire EMS currently has 2 cardiac monitors, 1 on each ambulance. Both monitors were purchased as refurbished units about 10 years ago. One of the monitors is obsolete and cannot be upgraded or repaired.

We have budgeted in our new ambulance purchase for a new cardiac monitor in the amount of \$40,000.00. The actual cost for a new monitor is around \$58,000.00. With the purchase program from Stryker, we can purchase 2 new monitors for approximately \$25,000.00 per year for 7 years. This program gives us a trade in allowance of \$3,500.00 for the only monitors and includes a maintenance and repair program for the new monitors. 7 years is the life expectancy of a cardiac monitor. This would guarantee a good working, repairable monitor for the life span of the monitors.

### EXHIBITS:

Council agenda commentary

Stryker purchase agreement

Stryker pending proposal

Stryker payment plan proposal

### COUNCIL ACTION/STAFF RECOMMENDATION:

We recommend that council approve the Resolution

**RESOLUTION NO. 2025-013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING SALE AGREEMENT NO. 2210247013 WITH FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC FOR THE PURCHASE OF CARDIAC MONITORING EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council desires to approve sale agreement No. 2210247013 with Flex Financial, a Division of Stryker Sales, LLC for the purchase of cardiac monitoring equipment

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

**SECTION 1.** The City Council hereby approves sale agreement No. 2210247013 with Flex Financial, a Division of Stryker Sales, LLC for the purchase of cardiac monitoring equipment attached to this Resolution as **Exhibit A**.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Wolfforth, Texas on this the 7<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Charles Addington, II, Mayor

\_\_\_\_\_  
Terri Robinette, City Secretary

Date: March 26, 2025

RE: Reference no:2210247013

CITY OF WOLFFORTH  
302 MAIN ST  
WOLFFORTH, Texas 79382-2940

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

**PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.**

**Short Form Conditional Sale Agreement  
Exhibit A - Detail of Equipment  
State and Local Government Rider**

**\*\*Conditions of Approval: State and Local Government Rider, Federal ID**

**PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:**

<b>Federal tax ID number:</b>	_____	<b>Accounts Payable address:</b>	_____
<b>Purchase order number:</b>	_____		
<b>Upfront Payment Check No: (if applicable)</b>	_____	<b>Contact name:</b>	_____
<b>Phone number:</b>	_____	<b>Email address:</b>	_____

**ADMINISTRATIVE CONTACT**

<b>Administrative contact name:</b>	_____	<b>Administrative contact name:</b>	_____
<b>Email address:</b>	_____	<b>Email address:</b>	_____
<b>Phone number:</b>	_____	<b>Phone number:</b>	_____

**Please fax completed documents to (877) 204-1332.**

If you have any questions regarding these documents, please email: StrykerFinancialSolutions@stryker.com.

The proposal evidenced by these documents is valid through the last business day of March, 2025.

Sincerely,  
**Flex Financial, a division of Stryker Sales, LLC**

**Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.**

Owner ("we" or "us"):  
 Flex Financial, a division of Stryker Sales, LLC  
 1941 Stryker Way  
 Portage, MI 49002

Customer name and address ("You" and "Your"): CITY OF WOLFFORTH 302 MAIN ST WOLFFORTH ,Texas 79382-2940	<b>Equipment Location:</b> 302 MAIN ST WOLFFORTH, Texas 79382-2940  <b>Supplier:</b> Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002 <b>Equipment description:</b> see Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof)
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**Payment information**

Number of payments	Payment frequency	Payment amount
6	Monthly	\$0.00 (First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below) followed by:
7	Annual	\$24,200.54 (plus applicable sales/use taxes - see "Taxes" section below)

**Terms and conditions:**

**1. Purchase agreement/ acceptance/ payments:** You agree to purchase from us the Equipment and services, if any, described above and on any attached schedule (the "Equipment") in accordance with the terms of this Agreement (this "Agreement"). You shall be deemed to have accepted the Equipment for purchase under this Agreement on the date that is ten (10) days after the date it is shipped to you by the Supplier ("Acceptance Date") and, at our request, you shall confirm for us such acceptance in writing. No acceptance of any item of Equipment may be revoked by you. You agree to pay the Payments described above ("Payments") beginning on the Acceptance Date or any later date we designate and thereafter until all fully paid. Unless otherwise instructed by us in writing, all Payments and other amounts due hereunder shall be made to our address above. This Agreement is non-cancelable and may not be prepaid. Your obligations under this Agreement (your "Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 5% of each Payment or \$10.00, whichever is greater, but only to the extent permitted by law. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by us from such sources as we shall determine to be comparable to Bloomberg [or any successor]) and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.

**2. Ownership/security interest/laws/use/maintenance:** Upon acceptance of the Equipment by you, you shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by you under this Agreement shall be "AS IS, WHERE IS", without representation or warranty of any kind from us, provided that this Agreement shall not impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you. As security for all of your Obligations, you hereby grant to us a first priority security interest in all of your rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), our security interest in the Equipment shall terminate and you shall be the owner of the Equipment, free and clear of any interest created by us. You agree not to permit any lien, security interest (except ours), claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee (as defined below) is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent.

**3. Taxes:** You shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). You shall indemnify and hold us harmless from any such Taxes. You shall prepare and file all tax returns relating to Taxes for which you are responsible hereunder. If we receive any tax bill pertaining to the Equipment from the appropriate taxing authority, we may, without obligation, pay such tax and if we pay such tax bill we will invoice you for the expense. Upon receipt of such invoice, you will promptly reimburse us for such expense.

**4. Assignment:** You agree not to transfer, sell, lease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC."

**5. Risk of loss, insurance and reimbursement:** Effective upon delivery to you, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination of this Agreement.

**6. Default remedies:** You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement; or c) your principal owner or any guarantor of this Agreement dies; or d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. If the Equipment is returned or repossessed we will, if commercially reasonable, sell or otherwise dispose of the Equipment at terms we determine, at one or more public or private sales, with notice as required by law, and apply the net proceeds (after deducting any related expenses) to your Obligations. You remain liable for any deficiency with any excess being retained by us or applied as required by applicable law.

**7. Miscellaneous:** This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Agreement constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both you and we have signed electronically, the version identified by us as the "single authoritative copy" is the chattel paper for purposes of perfection by control. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment at any time prior to payment in full of your Obligations. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. **YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

**I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER**

<b>Customer signature</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

<b>Accepted by Flex Financial, a division of Stryker Sales, LLC</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

## Exhibit A to Short Form Conditional Sale Agreement Number 2210247013

### Description of equipment

**Customer name:** CITY OF WOLFFORTH

**Delivery Location:** 302 MAIN ST, WOLFFORTH, Texas , 79382-2940

**Part I - Equipment/Service Coverage (if applicable)**

Model number	Equipment description	Quantity
70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	2
11335-000001	BATTERY, LI-ION, WITH IFU, LP35	4
11140-000102	CHARGER, BATTERY, LP35	2
11140-000131	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	2
11996-000519	SENSOR,LNCS-II RAINBOW DCI 8-LAMBDA SPCO,ADULT M	2
11996-000520	SENSOR, LNCS-II RAINBOWDCIP 8-LAMBDA SPCO, PEDI	2
11160-000011	NIBP CUFF-REUSEABLE,INFANT, BAYONET	2
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	2
11160-000021	NIBP CUFF- REUSEABLE,SMALL ADULT, BAYONET	2
11160-000015	NIBP CUFF-REUSEABLE,ADULT, BAYONET	2
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	2
11335-000005	KIT, PRINTER, LP35	2
11260-000073	KIT, SHOULDER STRAP, LP35	2
11335-000008	KIT, STORAGE BAGS, LP35	2
11111-000041	ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR	2
TR-LP15L-LP35	TRADE IN LP15 V4 LOW FOR LP35	2

**Total equipment:** \$108,342.00

**Service coverage:**

Model number	Service coverage description	Quantity	Years
LIFEPK35-FLD-PRO	ProCare-SVC-LP35-FIELD-REPAIR	2	7.00

**Total service coverage:** \$26,857.60

**Freight:** \$1,925.22

**Total Amount:** \$137,124.82

Customer signature	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

## State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Conditional Sale Agreement No. 2210247013 (the "Agreement") between Flex Financial, a division of Stryker Sales, LLC ("Owner") and CITY OF WOLFFORTH ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:**

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

<b>Customer signature</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

<b>Accepted by Flex Financial, a division of Stryker Sales, LLC</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	



### LifePak 35

Quote Number: 11075731

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: WOLFFORTH FIRE AND EMS

Rep: Ana Bentley

Attn:

Email: ana.bentley@stryker.com

Phone Number:

Quote Date: 02/26/2025

Expiration Date: 05/27/2025

Contract Start: 02/26/2025

Contract End: 02/25/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	WOLFFORTH FIRE AND EMS	Name:	WOLFFORTH FIRE AND EMS	Name:	WOLFFORTH FIRE AND EMS
Account #:	20080488	Account #:	20080488	Account #:	20010786
Address:	305 CEDAR AVE	Address:	305 CEDAR AVE	Address:	POBox 36
	WOLFFORTH		WOLFFORTH		WOLFFORTH
	Texas 79382-3251		Texas 79382-3251		Texas 79382-0036

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	2	\$48,881.40	\$97,762.80
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	4	\$800.00	\$3,200.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	2	\$2,400.00	\$4,800.00
4.0	11140-000131	AC Power Cord (North America, hospital grade)	2	\$86.40	\$172.80
5.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	2	\$711.20	\$1,422.40
6.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	2	\$782.40	\$1,564.80
7.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	2	\$24.80	\$49.60
8.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	2	\$28.00	\$56.00
9.0	11160-000021	Reusable Cuff, Small, Adult, 18-26 cm	2	\$32.00	\$64.00
10.0	11160-000015	Reusable Cuff, Adult, 26-35 cm	2	\$33.60	\$67.20
11.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	2	\$55.20	\$110.40
12.0	11335-000005	LIFEPAK Printer Kit	2	\$2,400.00	\$4,800.00
13.0	11260-000073	Shoulder Strap	2	\$60.00	\$120.00
14.0	11335-000008	LIFEPAK 35 Storage Bag Kit	2	\$480.00	\$960.00
15.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	2	\$96.00	\$192.00
Equipment Total:					\$115,342.00



Item # 3.

### LifePak 35

Quote Number: 11075731

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1  
Prepared For: WOLFFORTH FIRE AND EMS  
Attn:

Rep: Ana Bentley  
Email: ana.bentley@stryker.com  
Phone Number:

Quote Date: 02/26/2025  
Expiration Date: 05/27/2025  
Contract Start: 02/26/2025  
Contract End: 02/25/2026

#### Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15L-LP35	TRADE IN LP15 V4 LOW FOR LP35	2	-\$3,500.00	-\$7,000.00

#### ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
16.1	LIFEPK35-FLD-PRO	Lifepak35 for LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT 02/27/2025 - 02/26/2032 Parts, Labor, Travel Preventative Maintenance Batteries Service	84	2	\$13,428.80	\$26,857.60
ProCare Total:						\$26,857.60

#### Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$1,925.22
Grand Total:	\$137,124.82

Prices: In effect for 30 days

Terms: Net 30 Days



### LifePak 35

Quote Number: 11075731

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: WOLFFORTH FIRE AND EMS

Rep: Ana Bentley

Attn:

Email: ana.bentley@stryker.com

Phone Number:

Quote Date: 02/26/2025

Expiration Date: 05/27/2025

Contract Start: 02/26/2025

Contract End: 02/25/2026

**Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).

ENDING APPROVED



03/06/2025

**WOLFFORTH FIRE AND EMS**  
305 CEDAR AVE  
WOLFFORTH, Texas 79382-3251

**Equipment:** See proposal for detailed equipment descriptions and pricing.  
**Finance structure:** Step Payments  
**Finance structure:** Conditional Sale

**Payment terms:**

	79 months
<b>Proposal total</b>	\$137,124.82
<b>6 monthly payment(s)</b>	\$0.00
<b>Followed by:</b>	<b>7 annual payments @</b>
<b>Total payment</b>	\$24,200.54

*Payments are exclusive of all applicable taxes and freight unless otherwise noted.*

**Contract commencement:** Upon delivery, installation, and acceptance.

**Transfer of title:** At contract commencement.

**Down payment:** No down payment required.

**First payment due:** Net 30 following installation.

**Interim rent:** Stryker does not charge interim rent.

**Documentation fees:** Stryker does not charge documentation fees.

**Payment adjustment:** The payments quoted herein were calculated based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonably determined by Stryker's Flex Financial division. Flex Financial reserves the right to adjust the payments prior to contract commencement to maintain current economics of this proposed transaction. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.

**Deal consummation:** This proposal is subject to final credit, pricing, and documentation approval. Legal documents must be signed before your equipment can be delivered.

Please note that this proposal is subject to change if documents are not signed prior to **03/31/2025**.



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	April 7, 2025
<b>ITEM TITLE:</b>	Consider and take appropriate action on Resolution 2025-014 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, RELEASING PROPERTY KNOWN AS WOLFFORTH PLACE L 1 (LCAD ID #R67772), LUBBOCK COUNTY, TEXAS, FROM THE CITY OF WOLFFORTH EXTRATERRITORIAL JURISDICTION.
<b>STAFF INITIATOR:</b>	Terri Robinette, City Secretary

---

### BACKGROUND:

Senate Bill 2038 passed the 88<sup>th</sup> Texas legislative session and became effective September 1, 2203. This new law allows landowners to petition a city to release their property from the city's extraterritorial jurisdiction (ETJ) through either a petition or an election. The bill establishes that the area is released by operation of law if a municipality fails to take such action to release the area by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition.

Attached you will find a petition received on March 6, 2025, from the landowner of WolfForth Place Lot 1 located along the access road of Hwy 62/82 on the northeast corner of 98<sup>th</sup> Street. A map is attached for your reference. This property is currently the site of Mr. W fireworks.

The City Attorney has reviewed the petition and finds that it meets the requirement for ETJ removal and has prepared a Resolution granting this request.

### EXHIBITS:

Resolution

Petition for ETJ Removal

Map of Site

Senate Bill 2038

### COUNCIL ACTION/STAFF RECOMMENDATION:

Approve Resolution

**RESOLUTION 2025-014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, RELEASING PROPERTY KNOWN AS WOLFFORTH PLACE L 1 (LCAD ID #R67772), LUBBOCK COUNTY, TEXAS, FROM THE CITY OF WOLFFORTH EXTRATERRITORIAL JURISDICTION.**

WHEREAS, the Texas Legislature, in Texas Local Government Code Chapter 42, Subchapter E, created a mechanism by which a property owner can request release from the extraterritorial jurisdiction of a municipality;

WHEREAS, the release is not discretionary on behalf of the municipality;

WHEREAS, on March 6, 2025, the City of Wolfforth received a Land Owner Petition for Release from Extraterritorial Jurisdiction (attached hereto as Exhibit “A”) from Mr. W Fireworks, Inc., which is the sole owner of property known as Wolfforth Place L 1, Lubbock County, Texas and further known as LCAD ID #R67772 (the “Property”).

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

SECTION ONE. THAT the City of Wolfforth releases the Property from its extraterritorial jurisdiction.

SECTION TWO. THAT the City Secretary or designee is hereby directed to keep a copy of this Resolution on file in accordance with the applicable record keeping policy.

PASSED AND APPROVED at the regular meeting of the City Council on the 7<sup>th</sup> day of April 2025.

\_\_\_\_\_  
Charles Addington, II, Mayor  
City of Wolfforth, Texas

ATTEST:

\_\_\_\_\_  
Terri Robinette, City Secretary

STATE OF TEXAS §  
COUNTY OF LUBBOCK §

LAND OWNER PETITION FOR RELEASE FROM EXTRATERRITORIAL JURISDICTION

Name of Circulator Winton Roberson Page 1 of 1

To the Mayor and City Council of the City of Wolfforth, Texas ("City"): We, the undersigned, constituting a majority in value of the holders of title of land in the area described by this petition, as indicated by the tax rolls of the Lubbock County Appraisal District, pursuant to Local Government Code §42.102(a) and in accord with Election Code §227, hereby petition the City to be released from the extraterritorial jurisdiction of the City. A map of the land to be released is attached to this petition, along with a description by metes and bounds, or lot and block number, in compliance with Texas Local Government Code §42.104(d).

LEGAL DESCRIPTION: WOLFFORTH PLACE L 1, PROPERTY ID: R67772

ONLY HOLDERS OF TITLE OF LAND IN THE AREA DESCRIBED BY THIS PETITION, AS INDICATED BY THE TAX ROLLS OF THE LUBBOCK COUNTY APPRAISAL DISTRICT, MAY SIGN THIS PETITION. PLEASE FILL IN ALL BLANKS THAT ARE NOT OPTIONAL.

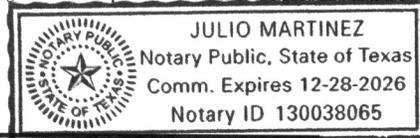
Date Signed	Signature	Printed Name	Residence Address	City/State/Zip	Voter Registration Number or DOB	Email (optional)
3-4-2025	<i>Wayne Wildman</i>	Wayne Wildman, Authorized representative of Mr W Fireworks Inc	12221 FM 476	Somerset, TX, 78069	1-19-54	

AFFIDAVIT OF CIRCULATOR

STATE OF TEXAS, COUNTY OF LUBBOCK, BEFORE ME, the undersigned, on this 3/4/25 (date) personally appeared Winton Roberson, (name of person who circulated petition,) who being duly sworn, deposes and says: "I circulated this petition. I called each signer's attention to the full text of the proposed city charter amendment printed on the back of this petition before the signer affixed their signature to the petition. I witnessed the affixing of each signature. Each signer freely provided all information required on this petition. The correct date of signing is shown on the petition. I verified each signer's registration status and believe that each signature is the genuine signature of the person whose name is signed and that the corresponding information for each signer is true and correct." SWORN TO AND SUBSCRIBED BEFORE ME THIS DATE

X *Wayne Wildman*  
Signature of circulator

X *[Signature]*  
Signature of officer administering oath

(SEAL) 

\_\_\_\_\_  
Title of officer administering oath

Property: R67772      Owner: MR W FIREWORKS INC      Property Address: 79382      Tax Year: 2021      2025 Market Value: N/A

Page: Property Details

**2025 GENERAL INFORMATION**

Property Status: Active  
 Property Type: Real Commercial  
 Legal Description: WOLFFORTH PLACE L 1  
 Neighborhood: 1100 - Frenship Isd  
 Account: R949600-00000-00010-000  
 Map Number: 104  
 Effective Acres: -

**2025 OWNER INFORMATION**

Owner Name: MR W FIREWORKS INC  
 Owner ID:  
 Exemptions:  
 Percent Ownership: 100%  
 Mailing Address: PO BOX 114 SOMERSET, TX 78069-0114  
 Agent: -

**2025 VALUE INFORMATION**

**MARKET VALUE**

Improvement Homesite Value: N  
 Improvement Non-Homesite Value: N  
 Total Improvement Market Value: N

Land Homesite Value: N  
 Land Non-Homesite Value: N  
 Land Agricultural Market Value: N  
 Land Timber Market Value: N  
 Total Land Market Value: N  
 Total Market Value: N

**ASSESSED VALUE**

Total Improvement Market Value: N  
 Land Homesite Value: N  
 Land Non-Homesite Value: N  
 Agricultural Use: N  
 Timber Use: N  
 Total Appraised Value: N  
 Homestead Cap Loss: N  
 Circuit Breaker Limit Cap Loss: N  
 Total Assessed Value: N

**2025 ENTITIES & EXEMPTIONS**

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX CEILING
GLB- Lubbock County		N/A	N/A	N/A
HSP- Lubb Cnty Hospital		N/A	N/A	N/A
SFR- Frenship ISD		N/A	N/A	N/A
WHP- Hi Plains Water		N/A	N/A	N/A

**2025 IMPROVEMENTS**

Expand/Collapse A

Improvement #1: -      State Code: F1 - Real Commercial      Homesite: No      Total Main Area (Exterior Measured) Market Value: 7,492 Sq. Ft      N/A

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	MA - Main Area	2013	2,040	N/A	Details
2	MA - Main Area	2021	5,452	N/A	Details

2025 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Commercial	F1 - Real Commercial	No	N/A	N/A	N/A	93,559 Sq. ft
<b>TOTALS</b>						<b>93,559 Sq. ft / 2.147819 acres</b>

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	TIM MARKET	TIM USE	APPRAISED	HS CAP LOSS	CBL CAP LOSS	ASSESSE
2024	\$360,751	\$280,677	\$641,428	\$0	\$0	\$0	\$0	\$641,428	\$0	\$469,828	\$641,4
2023	\$68,153	\$74,847	\$143,000	\$0	\$0	\$0	\$0	\$143,000	\$0	\$0	\$143,0
2022	\$55,153	\$74,847	\$130,000	\$0	\$0	\$0	\$0	\$130,000	\$0	\$0	\$130,0
2021	\$41,153	\$74,847	\$116,000	\$0	\$0	\$0	\$0	\$116,000	\$0	\$0	\$116,0
2020	\$41,153	\$74,847	\$116,000	\$0	\$0	\$0	\$0	\$116,000	\$0	\$0	\$116,0

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
7/18/2001	THOMAS JAMES &	MR W FIREWORKS INC	-	7184/200
3/26/2001	THOMAS JAMES A	THOMAS JAMES &	-	7014/88
12/12/1997	CHURCH OF THE NAZARENE	THOMAS JAMES A	1997-37930	5671/136
9/4/1996	SHUMAKER, JOSEPH E	CHURCH OF THE NAZARENE	1996-27082	5268/127
12/22/1994	CHURCH OF THE NAZARENE	SHUMAKER, JOSEPH E	-	4755/215
5/1/1985	UNKNOWN	CHURCH OF THE NAZARENE	-	1961/292

DISCLAIMER

Every effort has been made to offer the most current and correct information possible on these pages. The information included on these pages has been compiled by District staff from a variety of sources, and is subject to change without notice. The Lubbock Central Appraisal District makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. The Lubbock Central Appraisal District reserves the right to make changes at any time without notice. Original records may differ from the information on these pages. Verification of information on source documents is recommended. By using this application, you assume all risks arising out of or associated with access to these pages, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application. The Lubbock Central Appraisal District shall not be liable for any damages whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omissions, deletions, errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information said or implied.



## AN ACT

relating to release of an area from a municipality's extraterritorial jurisdiction by petition or election.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 42, Local Government Code, is amended by adding Subchapters D and E to read as follows:

SUBCHAPTER D. RELEASE OF AREA BY PETITION OF LANDOWNER OR RESIDENT FROM EXTRATERRITORIAL JURISDICTION

Sec. 42.101. APPLICABILITY. This subchapter does not apply to an area located:

.(1) within five miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted;

.(2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

.(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and

.(B) that has a population greater than 240,000;

.(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

.(A) within 15 miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted; and

.(B) in a county with a population of more than two million;

.(4) in an area designated as an industrial district under Section 42.044; or

.(5) in an area subject to a strategic partnership agreement entered into under Section 43.0751.

Sec. 42.102. AUTHORITY TO FILE PETITION FOR RELEASE. (a) A resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

(b) The owner or owners of the majority in value of an area consisting of one or more parcels of land in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

Sec. 42.103. APPLICABILITY OF OTHER LAW. Chapter 277, Election Code, applies to a petition requesting removal under this subchapter.

Sec. 42.104. PETITION REQUIREMENTS. (a) A petition requesting release under this subchapter must be signed by:

.(1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or

.(2) a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district.

(b) A person filing a petition under this subchapter must satisfy the signature requirement described by Subsection (a) not later than the 180th day after the date the first signature for the petition is obtained.

(c) A signature collected under this section must be in writing.

.(d) The petition must include a map of the land to be released and describe the boundaries of the land to be released by:

.(1) metes and bounds; or

.(2) lot and block number, if there is a recorded map or plat.

Sec. 42.105. RESULTS OF PETITION. (a) A petition requesting removal under this subchapter shall be verified by the municipal secretary or other person responsible for verifying signatures.

.(b) The municipality shall notify the residents and landowners of the area described by the petition of the results of the petition. The municipality may satisfy this requirement by notifying the person who filed the petition under Section 42.102.

.(c) If a resident or landowner obtains the number of signatures on the petition required under Section 42.104 to release the area from the municipality's extraterritorial jurisdiction, the municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

.(d) If a municipality fails to take action to release the area under Subsection (c) by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition, the area is released by operation of law.

.(e) Notwithstanding any other law, an area released from a municipality's extraterritorial jurisdiction under this section may not be included in the extraterritorial jurisdiction or the corporate boundaries of a municipality, unless the owner or owners of the area subsequently request that the area be included in the municipality's extraterritorial jurisdiction or corporate boundaries.

SUBCHAPTER E. RELEASE OF AREA BY ELECTION FROM EXTRATERRITORIAL JURISDICTION

Sec. 42.151. APPLICABILITY. This subchapter does not apply to an area located:

.(1) within five miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted;

.(2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

.(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and

.(B) that has a population greater than 240,000;

.(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

.(A) within 15 miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted; and

.(B) in a county with a population of more than two million;

.(4) in an area designated as an industrial district under Section 42.044; or

.(5) in an area subject to a strategic partnership agreement entered into under Section 43.0751.

Sec. 42.152. AUTHORITY TO REQUEST ELECTION FOR RELEASE.

.(a) A resident of an area in a municipality's extraterritorial jurisdiction may request the municipality to hold an election in accordance with this subchapter to vote on the question of whether to release the area from the municipality's extraterritorial jurisdiction by filing with the municipality a petition that includes the signatures of at least five percent of the registered voters residing in the area as of the date of the preceding uniform election date.

(b) A resident may not request another election on the question of releasing the same or substantially same area from the municipality's extraterritorial jurisdiction before the second anniversary of the date the municipality receives a petition filed under Subsection (a).

(c) The petition must include a map of the land to be released and describe the boundaries of the land to be released by:

(1) metes and bounds; or

(2) lot and block number, if there is a recorded map or plat.

Sec. 42.153. ELECTION. (a) Except as provided by Section 42.156, a municipality shall order an election on the question of whether to release an area from the municipality's extraterritorial jurisdiction to be held on the first uniform election date that falls on or after the 90th day after the date the municipality receives a petition that complies with Section 42.152.

(b) The municipality shall hold the election ordered under this section in the area described by the petition at which the qualified voters of the area described by the petition may vote on the question of the release.

(c) An election ordered under this section must be held in the same manner as general elections of the municipality. The municipality shall pay for the costs of holding the election.

Sec. 42.154. RESULTS OF ELECTION. (a) The governing body of a municipality shall canvass the election returns for an election held under this subchapter in accordance with Chapter 67, Election Code.

(b) Not later than 48 hours after the canvass of an election held under this subchapter, the municipality shall notify the residents of the area proposed to be released from the municipality's extraterritorial jurisdiction of the results of the election. The municipality may satisfy this requirement by notifying the person who filed the petition under Section 42.152.

Sec. 42.155. RELEASE OF AREA AS RESULT OF ELECTION. (a) If at the election held under this subchapter a majority of qualified voters of the area to be released approve the proposed release, the municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

(b) If the municipality fails to take action to release the area under Subsection (a) by the later of the next meeting of the municipality's governing body or the 15th day after the canvass date for the election, the area is released by operation of law.

(c) Notwithstanding any other law, an area released from a municipality's extraterritorial jurisdiction under this section may not be included in the extraterritorial jurisdiction or the corporate boundaries of a municipality, unless the owner or owners of the area subsequently request that the area be included in the municipality's extraterritorial jurisdiction or corporate boundaries.

Sec. 42.156. VOLUNTARY RELEASE. Instead of holding an election under Section 42.153, the municipality may voluntarily release the area for which the election is to be held from the municipality's extraterritorial jurisdiction before the date on which the election would have been held under Section 42.153(a).

SECTION 2. Section 42.021, Local Government Code, is amended by adding Subsection (e) to read as follows:

(e) An annexation commenced after January 1, 2023, does not expand the extraterritorial jurisdiction of a municipality unless contemporaneously with the annexation the owner or owners of the area that would be included in the municipality's extraterritorial jurisdiction as a result of the annexation request that the area be included in the municipality's extraterritorial jurisdiction.

SECTION 3. Section 242.001, Local Government Code, is amended by adding Subsection (j) to read as follows:

(j) If an area subject to an agreement under Subsection (c).

is removed from a municipality's extraterritorial jurisdiction, the agreement is terminated as to the area and the county is the political subdivision authorized to regulate subdivisions in the removed area.

SECTION 4. A municipality shall release extraterritorial jurisdiction acquired from an annexation commenced after January 1, 2023, as necessary to comply with Section 42.021(e), Local Government Code, as added by this Act.

SECTION 5. This Act takes effect September 1, 2023.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I hereby certify that S.B. No. 2038 passed the Senate on April 27, 2023, by the following vote: Yeas 20, Nays 11; and that the Senate concurred in House amendments on May 8, 2023, by the following vote: Yeas 20, Nays 11.

\_\_\_\_\_  
Secretary of the Senate

I hereby certify that S.B. No. 2038 passed the House, with amendments, on May 3, 2023, by the following vote: Yeas 127, Nays 18, one present not voting.

\_\_\_\_\_  
Chief Clerk of the House

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	April 7, 2025
<b>ITEM TITLE:</b>	Consider and take appropriate action on Resolution 2025-015.
<b>STAFF INITIATOR:</b>	Tara Tomlinson, Director of Development Services

---

### BACKGROUND:

This Resolution authorizes and directs the Mayor to execute the contract with Kimley-Horn for the Wolfforth Comprehensive Plan. The City Council awarded the bid on January 6, 2025, through Resolution No. 2025-002. The contract outlines the project's scope of services and timeline.

Next steps would include creating an Advisory Committee to serve as a review, input, and advisory body for the Comprehensive Planning process. Committee members will also serve as ambassadors for the project and are expected to assist the project team in advertising engagement opportunities to the public.

### EXHIBITS:

1. Resolution
2. Contract "Exhibit A"

### COUNCIL ACTION/STAFF RECOMMENDATION:

City staff recommends approval of Resolution 2025-015.

**RESOLUTION NO. 2025-015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AUTHORIZING THE EXECUTION OF A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC FOR THE DEVELOPMENT OF A COMPREHENSIVE PLAN UTILIZING GENERAL LAND OFFICE (GLO) FUNDING; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council of the City of Wolfforth, Texas recognizes the need for a comprehensive plan to guide future growth, development, and resilience; and

**WHEREAS**, the Texas General Land Office (GLO) provides funding opportunities for planning and infrastructure projects that support community sustainability, disaster preparedness, and economic development; and

**WHEREAS**, the City of Wolfforth has been awarded funding from the GLO for the purpose of developing a comprehensive plan; and

**WHEREAS**, Kimley-Horn and Associates, Inc, a qualified professional consulting firm, has been selected through a competitive procurement process to provide planning services for the development of the comprehensive plan; and

**WHEREAS**, it is in the best interest of the City of Wolfforth to enter into a contract with Kimley Horn to ensure the effective and efficient use of GLO funding in developing a comprehensive plan that aligns with community needs and regulatory requirements;

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

1. The City Manager is hereby authorized to execute a contract with Kimley Horn and Associates, Inc for the development of a comprehensive plan, utilizing GLO funding, as attached to this Resolution as Exhibit A.
2. The City Manager or designee is authorized to take all necessary actions to implement and administer the contract in accordance with GLO requirements.
3. This Resolution shall be effective immediately upon its adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Wolfforth, Texas on this the 7<sup>th</sup> day of April, 2025.

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Charles Addington, II, Mayor

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Terri Robinette, City Secretary

**AGREEMENT BETWEEN CLIENT AND  
KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made this 5<sup>th</sup> day of MARCH, 2025, by and between the City of Wolfforth (“Client”) and KIMLEY-HORN AND ASSOCIATES, INC. (“Consultant”).

**NAME OF PROJECT:** Wolfforth Comprehensive Plan (“Project.”)

The Client and the Consultant agree as follows:

- 1) Scope of Services and Additional Services. The Consultant will perform only the professional services specifically described in Exhibit A, which is made a part of this Agreement (“Services”). Any services that are not set forth in the scope of Services described in Exhibit A will constitute additional services (“Additional Services”). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant’s then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
  
- 2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
  - a) Designate in writing a person to act as the Client's representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b) Provide all criteria and information as to the Client's requirements, objectives, and expectations for the Project, and all standards of development, design, or construction.
  - c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
  - d) Arrange for access to the site and other property as required for the Consultant to provide its services.
  - e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
  - f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
  - g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by the Client.

- h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.
- 3) Period of Services. Unless otherwise stated herein, the Consultant shall begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting orderly and continuous progress of the Project through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, the Consultant's compensation shall be renegotiated.
- 4) Compensation for Services.
- a) The Consultant's compensation shall be as stated herein, unless otherwise provided in Exhibit A. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- b) If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services. Services undertaken or expenses incurred by the Consultant exceeding any estimates shall be the liability of the Client.
- 5) Method of Payment.
- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.
- b) The Client will remit all payments electronically to:
- Account Name: KIMLEY-HORN AND ASSOCIATES, INC.  
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104  
Account Number: 2073089159554  
ABA#: 121000248
- c) The Client will send the project number, invoice number and other remittance information by e-mail to [payments@kimley-horn.com](mailto:payments@kimley-horn.com) at the time of payment.

- d) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
  - e) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - f) If the Consultant initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - g) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 6) Use of Deliverables. All documents, data, and other deliverables prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of the Consultant's deliverables, or any reuse of the deliverables without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by the Consultant, the hardcopy shall govern.
- 7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 6 of this Agreement. Unless explicitly agreed to

in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.

- 8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 9) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 11) LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER

THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, ATTORNEYS' FEES (INCLUDING ATTORNEYS' FEES OTHERWISE RECOVERABLE UNDER TEX. CIV. PRAC. & REM. CODE § 38.001), OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

- 12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 13) Construction Costs. If applicable, Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained
- 14) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 15) Dispute Resolution. All claims arising out of this Agreement shall be submitted first to mediation with an agreed upon mediator as a condition precedent to litigation. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

16) Construction Phase Services.

*The provisions of this paragraph 16 will apply only if Construction Phase Services are included in the scope of services to be performed by the Consultant.*

- a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
- b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

17) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

18) Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or

market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

19) Confidentiality. The Client consents to the Consultant’s use and dissemination of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

20) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

CITY OF WOLFFORTH

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

## Exhibit A

### Wolfforth Comprehensive Plan Scope of Services Exhibit A – 03/05/2025

#### Task 1 – Project Initiation and Management

##### 1.1 Project Initiation Meeting (One (1) Meeting)

Consultant will conduct a kick-off meeting to discuss our understanding of the project, the project schedule, scope, Client and Consultant communication methods, and to receive data from the Client, as detailed under Task 2. Recommended attendees include Client staff that will ultimately guide the progress, findings, and recommendations in the plan. The Client will provide a meeting location and notify attending staff of the location and time for the meeting.

##### 1.2 Tour

Immediately following the kick-off meeting, the Consultant will review key areas and locations in Wolfforth with Client staff to gain a deeper understanding of the character, history, culture, opportunities, and challenges facing the City, and to identify potential reinvestment area candidates for further evaluation.

##### 1.3 Progress Meetings (Up to twelve (12) Meetings)

Consultant will meet monthly via Microsoft Teams with key Client staff to discuss project progress, key action items and responsibilities, and project schedule. Consultant will prepare an agenda and meeting notes with action items, responsibilities, and due dates for appropriate team members and will schedule and notify attendees of the meetings via Microsoft Outlook.

##### 1.4 Overall Project Coordination/Team Management

Consultant will manage day-to-day activities associated with communications (with the Consultant and with the Client's project manager), scheduling, budgeting, billings, and work planning related to the project. It is assumed that this overall project coordination will require up to 5 hours per month.

##### 1.5 Grant Administration Duties

Consultant will support the Client in grant administration duties as allowed by the Texas General Land Office (GLO). Duties to be performed under this task may consist of coordination, providing monthly status updates, labor and procurement duties, and financial duties.

#### Task 2 – Community Assessment

##### 2.1 Data Collection

Consultant will assess available data and studies for the land within the city limits and the ETJ of Wolfforth. This assessment is intended to provide the Consultant with a foundational understanding of

existing conditions, opportunities, and constraints. Included in those discussions will be an assessment of the relevance of previous planning studies and reports, policy documents, development proposals, and data sets to this planning effort that are provided by the Client at the kick-off meeting identified in Task 1.

## 2.2 Base Mapping

Consultant will prepare a project base map and PowerPoint template that will be used to create future presentations, existing conditions maps, and scenarios for future growth in Wolfforth. These templates will be utilized throughout the project.

## 2.3 Existing Conditions Mapping

Based upon existing, readily available GIS data (to be provided and maintained by the Client), Consultant will prepare relevant existing conditions exhibits of the following elements for use in public meetings and presentations:

- Existing utility infrastructure (water, wastewater, drainage)
- Existing tree coverage
- Existing topography/slopes
- Existing drainage basins and floodplain areas
- Existing historic sites
- Existing brownfields
- Existing vacant land
- Existing land use (Lubbock County Appraisal District and Urban Footprint)
- Existing zoning
- Existing housing data
- Existing transportation systems
- Existing and planned parks and open space
- Existing and planned public facilities
- Existing building footprints
- Existing parcel sizes (Lubbock County Appraisal District)
- Existing parcel ownership (Lubbock County Appraisal District)

A review and assessment of local and regional studies like the Lubbock County Multi-Jurisdictional Hazard Mitigation Action Plan will be conducted to determine any changes to align with the Texas Water Development Board (TWDB) Flood Damage Prevention Ordinance guidance, as well as FEMA policies and procedures.

## Task 3 – Demographic/Market Analysis

### 3.1 Socioeconomic/Psychographic Analysis

Consultant will identify opportunities for Wolfforth within the local sub-regional market, while providing the Client with a technical and analytical base of information from which to direct plan decisions and advance strategic initiatives. Specifically, Consultant will build upon the Client's existing demographic data and other studies prepared for the Client and/or Wolfforth Economic Development

Corporation (WEDC) provided in Task 1 and will collect psychographic and market data related to population, household, age, ethnicity, income characteristics, and economic values. Trends, both historical and future, will be identified and inputs used to inform stakeholder decisions and model the impacts of various growth scenarios in Task 3.3.

### **3.2 Market Profile**

Consultant will prepare a market profile of the study area explaining historic trends in the indicators identified above. Using conclusions drawn from completion of Task 3.1, the Consultant will review the data considering what is meaningful to various investor audiences including lenders, developers, business and landowners, and community promoters.

### **3.3 Supply and Demand Analysis**

Building upon studies prepared for the Client and the WEDC, the Consultant will analyze:

- Development activity by land use (supply and demand)
- Delivery system characteristics (e.g., property owner, developer, investor expectations)
- Anticipated trends in product types

The supply and demand analysis will incorporate a population and household growth analysis utilizing historical and projected growth trends. Projected growth trends shall inform current level of utilization and future needs related to public facilities as well as potential for future residential growth by household typology.

## **Task 4 – Community Engagement Strategy**

### **4.1 Communications/Community Engagement Plan**

Consultant will develop a detailed plan for overall communications and for the public engagement process for staff review and approval. The plan will identify methods for stakeholder identification, pre- and post-meeting communication techniques and tools, a schedule of stakeholder and community engagement meetings, activities in preparation for meetings, and tools and techniques to be utilized during stakeholder and public meetings to facilitate engagement and encourage feedback. The Communications/Community Engagement Plan will specify the level of resources to be provided for these activities by the Consultant and Client staff.

### **4.2 Project Branding**

The Consultant will work with Client staff to develop a project brand and style guide (brand/project colors and fonts) early in the Comprehensive Plan Process to provide a recognizable and consistent visual composition to be utilized in all project materials. Three (3) options will be developed for project branding, with up to two rounds of revisions to arrive at the final project brand.

### **4.3 Web Based Engagement**

#### **4.3.1 Website**

An online hub for engagement will be maintained and operated by the Consultant during the duration of

the project. The Consultant will utilize Social Pinpoint for the online hub. The online hub will host a variety of activities. It is anticipated that the Social Pinpoint will be updated in alignment with the open houses identified in Task 4 and utilize a digital survey at the beginning of the project, online interactive map tool and a document library.

#### **4.3.2 Interactive Map**

Consultant will prepare an interactive map, which is a tool featured on the project website, to allow participants to leave geographically based feedback throughout the Client.

#### **4.3.3 Outreach**

Outreach content will be developed by the Consultant for use by the Client to promote involvement in the project consisting of:

- Public meeting notices for open houses in Task 4.5 and 7.1, fifteen (15) days prior to the meeting.
- The Consultant will provide material/posts for up to six (6) social media posts throughout the process. The Client will manage the social media.

#### **4.3.4 Open-Ended Questionnaires and Surveys**

Consultant will prepare two (2) questionnaires or surveys to allow people to give feedback on the overall direction of the project. An initial questionnaire will ask a few short, open-ended questions about the questionnaire respondent's experience with Wolfforth as it exists today and will also solicit ideas for future community success. A second open-ended questionnaire can occur after a public event (either an Open House or Community Event) to solicit additional feedback on the ideas developed through that event. Survey results are summarized in brief memos and supplemented by a spreadsheet of raw survey responses.

#### **4.4 Advisory Committee Meetings**

The Consultant will utilize the members for the Advisory Committee (AC) as selected by the Client. The AC will serve as a review, input, and advisory body for the Comprehensive Planning process. Committee members will also serve as ambassadors for the project and are expected to assist the project team in advertising engagement opportunities to the public.

The Consultant will meet with the AC at key points during the planning process to present topical materials and obtain feedback and recommendations from the Committee. The Client will be responsible for providing a venue for the committee meetings and notification of members. The Consultant will provide agendas and materials for facilitated discussion at each meeting. Over the course of the project, the Consultant will conduct up to four (4) in-person, and three (3) virtual meetings with the AC. The meeting schedule will be determined through Task 4.1.

#### **4.5 Engagement Through Community Events (Materials for Two (2) Events)**

Consultant and Client staff will identify opportunities to involve the community through outreach at City events and festivals, or at the regular meetings of partner organizations. The Consultant will prepare up to two (2) rounds of materials for use at different points in the planning process by Client staff, and other groups interested in facilitating input into the process. The specific events and engagement materials will be determined through Task 4.1

#### 4.6 Community Open House #1

Consultant will facilitate a Community Open House to present State of the City background materials and receive feedback related to initial perceptions and desires for the future of Wolfforth based on Task 4.3.4. Outreach, invitations, and announcements about the Open Houses will be distributed according to the roles defined in the Task 4.1. Consultant will be responsible for meeting content and will facilitate and manage the Open House sessions. The meetings will be conducted in a come-and-go open house format to obtain the maximum amount of input from participants. Information will be presented, and feedback will be gathered through interactive small group discussions, written comment forms, map stations, and general workshop discussion.

#### 4.7 Open House #1 Results

Results from Community Open House #1 will be documented into presentation materials and incorporated into web-based applications to allow interested individuals to weigh-in on the future vision for Wolfforth.

### Task 5 – Strategic Direction (Vision Statement/Guiding Principles)

#### 5.1 State of the City Work Session

Using the synthesis of knowledge gained during completion of previous tasks, the Consultant will conduct a facilitated work session with Client staff to develop a set of criteria by which key community assets will be classified as those that will remain, those that will be enhanced, and those that will be subject to detailed review as strategic opportunity areas. Criteria will consist of fiscal considerations, potential social impacts, capital investments required, and other factors that may be identified during the discussion. The Consultant will also work with Client staff to identify a preliminary set of strategic issues and preliminary development directions for strategic opportunity areas within the City based upon the analyses conducted in the previous tasks. The information developed in this meeting will form the basis for initial engagement of the community and key stakeholders.

#### 5.2 Joint Workshop #1

Consultant will prepare a presentation and attend a joint meeting with the Wolfforth Planning and Zoning Commission (P&Z), City Council, and Wolfforth Economic Development Corporation Board to present the State of the City findings, and to review and receive feedback related to future development. The results of this meeting will be incorporated into the Strategic Direction Framework.

#### 5.3 Strategic Direction (Preferred Vision and Goals Framework)

Using the results and feedback of the previous tasks, Consultant will work with Client staff, elected and appointed officials, and other key stakeholders to establish the Comprehensive Plan's vision and overriding goals. The framework established by this document will form the basis for the development of the Draft Comprehensive Plan Components.

### Task 6 – Comprehensive Plan Key Elements

### 6.1 Current and Future Land Use Strategy

Consultant will develop the Land Use Strategy to align with the Preferred Vision. The Consultant will develop a Future Land Use Plan, document changes or additions to land use categories to accommodate the Vision, update the anticipated population growth and capacity, and develop the supporting land use policies. This process will establish the definition of land use categories (PlaceTypes) and establish criteria to be used in determining the location for future open space, recreation, environmentally sensitive areas, residential, commercial, industrial, community, and educational areas, and provide a future land use map that reflects these land use recommendations.

### 6.2 Mobility/Transportation Strategy

The Mobility/Transportation Strategy will incorporate any updates to the Master Thoroughfare Plan (MTP) and add detail related to the specific transportation elements such as thoroughfare planning, multi-modal street design, streetscape enhancements, and pedestrian and bicycle integration. Consultant will create and refine existing policies through public involvement to help guide the mobility/transportation component of the Comprehensive Plan. The Consultant will incorporate the following analyses to support updates to the MTP:

- Integrate comments and changes made to new alignments, modifications to existing alignments, and other planned roadway alternatives as described by Client staff.
- Evaluation and implications of mobility plan projects within, adjacent to, and connecting to Wolfforth from surrounding communities.
- Evaluation of public safety measures including crime, emergency service response, and facilities to improve community safety.
- Identification and prioritization of corridors in need of future planning.

### 6.3 Economic/Fiscal Strategy

The Economic/Fiscal Strategy will focus on a range of policies and actions that serve to strengthen the community's business and visitor climate, and fiscal sustainability. The strategy will investigate how non-residential development patterns in Wolfforth influence job growth and labor force participation in the community. It will also include recommendations for non-residential building typologies and land use patterns that support the community vision and goals for the future. The strategy will incorporate recommendations for new development patterns, as well as the rehabilitation and/or stabilization of existing non-residential space.

### 6.4 Housing and Neighborhoods Strategy

Consultant will incorporate strategies for housing to provide a sufficient quantity and quality of housing and will consist of an assessment of the current housing market and long-term recommendations for neighborhood restoration/revitalization/preservation, infill development, redevelopment, and new development. The recommended strategies will address:

- Stabilizing and rehabilitating deteriorated housing
- Preservation of culturally significant residential development
- Establishment of desired example design character for Wolfforth
- Policies and guidance for infill housing

## 6.5 Environmental and Sustainability Strategy

Based upon the preferred land use vision for the community, Consultant will coordinate with identified Parks and Recreation policy direction (goals and guiding principles), high level recommendations for providing connectivity between existing parks, and implementation strategies for activities to better position the Client in future implementation of park and trails improvements. The Consultant will develop the Environmental and Sustainability Strategy to address the city's vulnerability to natural hazards.

The Consultant will gather and assess available hazard data to evaluate the current natural hazard risks for the Client. This strategy will integrate findings to identify and prioritize mitigation of areas at greatest risk, ensuring alignment with the preferred land use scenario.

## 6.6 Public Infrastructure and Community Facilities Strategy

Consultant will review the availability of existing utilities and infrastructure and will document high-level infrastructure implications related to the Future Land Use Plan. The Strategy will coordinate findings of the ongoing water and wastewater plans for Wolfforth and identify future areas that may need additional services. It will establish policy direction for future infrastructure improvements and assess Client facilities' adequacy relative to their anticipated needs. Consultant will also review current Client facilities and provide a high-level and general assessment of Client facilities in relationship to services and anticipated needs over the next 20-years.

## 6.7 Community Health Strategy

Consultant will identify benchmarks and strategies to improve overall health of the community. The Consultant will utilize engagement input to help identify and community assets such as historic/cultural resources, programs, and promotions that enhance quality of life for residents and visitors alike. Physical and environmental assets uncovered in Tasks 6.5 and 6.6 will serve as foundational elements of the Community Health Strategy.

## Task 7 – Draft Comprehensive Plan Elements

### 7.1 Community Open House #2

Consultant will facilitate a Community Open House to present and receive feedback on the Draft Comprehensive Plan Components. Outreach, invitations, and announcements about the Open House will be distributed according to the roles defined in Task 4.1. Consultant will be responsible for all meeting content and will facilitate and manage the Open House sessions. The meetings will be conducted in a come-and-go open house format to obtain the maximum amount of input from participants. Information will be presented, and feedback will be gathered through interactive small group discussions, written comment forms, map stations, and general workshop discussion.

### 7.2 Open House #2 Results

Results from the Community Open House #2 will be documented in presentation materials and incorporated into web-based applications to allow interested individuals to weigh-in on the future

Vision for Wolfforth.

### **7.3 Joint Workshop #2**

Consultant will prepare a presentation and attend a joint meeting with the Wolfforth P&Z, City Council, and Wolfforth Economic Development Corporation Board to present feedback received at Community Open House #2 and receive feedback and direction for incorporation into the Preferred Plan Components.

### **7.4 Preferred Plan Components**

Based on feedback from the Community Open Houses and final direction from the Joint Workshop #2, the Consultant will prepare Draft Comprehensive Plan components that reflect the consensus of the community input for review and comment. These components, together with comments received, will guide the development of the Implementation Strategies.

## **Task 8 – Flood Damage Prevention Ordinance Update**

### **8.1 Flood Damage Prevention Ordinance Update**

Consultant will prepare updates to the existing Flood Damage Prevention Ordinance (Code of Ordinances Chapter 3) to align with the future direction outlined in the Future Land Use Plan. It is anticipated that the Flood Damage Prevention Ordinance Update will be a modification to the existing Ordinance and is anticipated to be minor in nature and budgeted for 75 hours of effort.

## **Task 9 – Implementation**

### **9.1 Implementation Strategies/CIP Alignment**

The Consultant will prepare an Implementation Matrix that will list specific strategies and actions in a user-friendly format to be used as a tracking tool for the Client staff members responsible for monitoring and implementing the Comprehensive Plan. Among these strategies will be a recommendation for an annual report to P&Z and City Council regarding implementation actions that have been accomplished and ones that are planned for the near future, and a regular review of the plan on a longer-term basis (such as every five years) for possible updates based on changes in conditions, new information, or emerging market opportunities. The Comprehensive Plan will be summarized in a matrix that identifies specific short-, medium-, and long-term implementation actions and strategies, responsible parties, and potential funding sources for the goals associated with each plan element, along with recommendations related to additional studies that should be undertaken by the Client.

### **9.2 Comprehensive Plan Documentation**

Consultant will create a Final Comprehensive Plan document that incorporates feedback from elected and appointed officials, Client Staff and Comprehensive Plan Committee input. The plan will be prepared in Adobe InDesign while GIS shapefiles, InDesign files, and PDF files will be provided to the Client as final deliverables, per Client specifications and subject to Client staff review and approval. Consultant will provide the files to the Client upon completion of the project.

The review process for the report by the Client is intended to be:

- 60% - technical materials – Full Review (occurs during other Tasks)
- 80% - word version of the report – Full Review
- 95% - Final Draft layout – Minor Review

## **Task 10 – Adoption**

### **10.1 Planning & Zoning Commission Recommendation (One (1) Meeting)**

Consultant will present the Comprehensive Plan Elements to the Wolfforth P&Z in a public hearing for community and commission comment. Consultant will incorporate reasonable additional commission comments into the Final Draft Comprehensive Plan prior to presentation to the City Council.

### **10.2 City Council Adoption (One (1) Meeting)**

Consultant will present the Final Draft Comprehensive Plan to the Wolfforth City Council at a public hearing for consideration for adoption. Any subsequent changes by the Wolfforth City Council will be incorporated into the Final Comprehensive Plan document.

Wolfforth Comprehensive Plan Exhibit 'A' Lump Sum Fees - 03/05/2025	Kimley-Horn and Associates, Inc.							
Staff Categories	Project Manager	Senior Planner	Planner Analyst	Principal In Charge	Admin	Labor	Expenses	Total
Units	Hours	Hours	Hours	Hours	Hours	Fee Dollars	Items	
<b>Task 1 - Project Initiation and Management</b>								
1.1 - Project Initiation Meeting (One (1) Meeting)	4	2	2	2		\$ 1,920	\$ 192	\$ 2,112
1.2 - Tour	3	3		3		\$ 1,995	\$ 200	\$ 2,195
1.3 - Progress Meetings (Up to twelve (12) Meetings)	12	8	24	12		\$ 10,540	\$ 1,054	\$ 11,594
1.4 - Overall Project Coordination/Team Management	20	15		15		\$ 10,800	\$ 1,080	\$ 11,880
1.5 - Grant Administration Duties		142				\$ 19,880	\$ 1,988	\$ 21,868
<b>Task 2 - Community Assessment</b>								
2.1 - Data Collection	2		5	1		\$ 1,340	\$ 134	\$ 1,474
2.2 - Base Mapping	2		20			\$ 2,930	\$ 293	\$ 3,223
2.3 - Existing Conditions Mapping	8		25	1		\$ 4,930	\$ 493	\$ 5,423
<b>Task 3 - Demographic/Market Analysis</b>								
3.1 - Socioeconomic/Psychographic Analysis	4		5			\$ 1,310	\$ 131	\$ 1,441
3.2 - Market Profile	4		18			\$ 3,000	\$ 300	\$ 3,300
3.3 - Supply and Demand Analysis	15		25			\$ 5,725	\$ 573	\$ 6,298
<b>Task 4 - Community Engagement Strategy</b>								
4.1 - Communications/Community Engagement Plan	2	4	16			\$ 2,970	\$ 297	\$ 3,267
4.2 - Project Branding	4	4	10			\$ 2,520	\$ 252	\$ 2,772
<b>4.3 - Web Based Engagement</b>								
4.3.1 - Website	4	8	8		4	\$ 3,220	\$ 322	\$ 3,542
4.3.2 - Interactive Map	4	8	8		4	\$ 3,220	\$ 322	\$ 3,542
4.3.3 - Outreach	4	10	10		5	\$ 3,860	\$ 386	\$ 4,246
4.3.4 - Open-Ended Questionnaires and Surveys (Two (2))	4	8	8			\$ 2,820	\$ 282	\$ 3,102
4.4 - Advisory Committee Meetings (Up to four (4) Meetings)	26	24	24	16		\$ 16,215	\$ 1,622	\$ 17,837
4.5 - Engagement through Community Events (Materials for Two (2) Events)	4	30	18			\$ 7,200	\$ 720	\$ 7,920
4.6 - Community Open House #1	10	15	35		10	\$ 9,300	\$ 930	\$ 10,230
4.7 - Community Open House #1 Results	2		3		8	\$ 1,520	\$ 152	\$ 1,672
<b>Task 5 - Strategic Direction</b>								
5.1 - State of the City Work Session	12		12	12		\$ 7,860	\$ 786	\$ 8,646
5.2 - Joint Workshop #1	8		16	4		\$ 4,840	\$ 484	\$ 5,324
5.3 - Strategic Direction (Preferred Vision and Goals Framework)	22		32	6		\$ 9,950	\$ 995	\$ 10,945
<b>Task 6 - Comprehensive Plan Key Elements</b>								
6.1 - Current and Future Land Use Strategy	16		22	1		\$ 5,860	\$ 586	\$ 6,446
6.2 - Mobility/Transportation Strategy	16		22	1		\$ 5,860	\$ 586	\$ 6,446
6.3 - Economic/Fiscal Strategy	16		22	1		\$ 5,860	\$ 586	\$ 6,446
6.4 - Housing and Neighborhoods Strategy	16		22	1		\$ 5,860	\$ 586	\$ 6,446
6.5 - Environmental and Sustainability Strategy	2	16	4	1		\$ 3,450	\$ 345	\$ 3,795
6.6 - Public Infrastructure and Community Facilities Strategy	16	15	4	2		\$ 5,980	\$ 598	\$ 6,578
6.7 - Community Health Strategy	2	10	10	1		\$ 3,390	\$ 339	\$ 3,729
<b>Task 7 - Draft Comprehensive Plan Elements</b>								
7.1 - Community Open House #2	10	15	35		10	\$ 9,300	\$ 930	\$ 10,230
7.2 - Community Open House #2 Results	2		3		8	\$ 1,520	\$ 152	\$ 1,672
7.3 - Joint Workshop #2	8		16	4		\$ 4,840	\$ 484	\$ 5,324
7.4 - Preferred Plan Components	20		40	2		\$ 9,220	\$ 922	\$ 10,142
<b>Task 8 - Flood Damage Prevention Ordinance Update</b>								
8.1 - Flood Damage Prevention Ordinance Update	8	28	35	4		\$ 11,230	\$ 1,123	\$ 12,353
<b>Task 9 - Implementation</b>								
9.1 - Implementation Strategies/CIP Alignment	10	10	5			\$ 3,700	\$ 370	\$ 4,070
9.2 - Comprehensive Plan Documentation	14	14	32	1		\$ 8,790	\$ 879	\$ 9,669
<b>Task 10 - Adoption</b>								
10.1 - Planning and Zoning Commission Recommendation (One (1) Meeting)	12			4		\$ 3,420	\$ 342	\$ 3,762
10.2 - City Council Adoption (One (1) Meeting)	12			4		\$ 3,420	\$ 342	\$ 3,762
	1,492	360	388.5	595.5	98.5	49		
<b>TOTAL LUMP SUM PROJECT FEES</b>						<b>\$ 231,565</b>	<b>\$ 23,157</b>	<b>\$ 254,722</b>





## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	April 7, 2025
<b>ITEM TITLE:</b>	Consider and take appropriate action on approval of Ordinance 2025-004.
<b>STAFF INITIATOR:</b>	Tara Tomlinson, Director of Development Services

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### BACKGROUND:

Frenship ISD recently contacted the city regarding an ongoing safety concern involving vehicles parked along the bar ditch on the south side of Donald Preston Drive, extending from the front of the school westward. Several near-miss incidents have occurred, with pedestrians and vehicles coming dangerously close to accidents. To address this hazard, Frenship ISD proposes installing "No Parking" signs along the ditch to keep the area clear of parked vehicles. With the authority to enforce these regulations, Frenship ISD staff would be responsible for monitoring and ensuring compliance. The next steps will also involve the development of a new Memorandum of Understanding (MOU) between the City of Wolfforth Police Department and Frenship ISD.

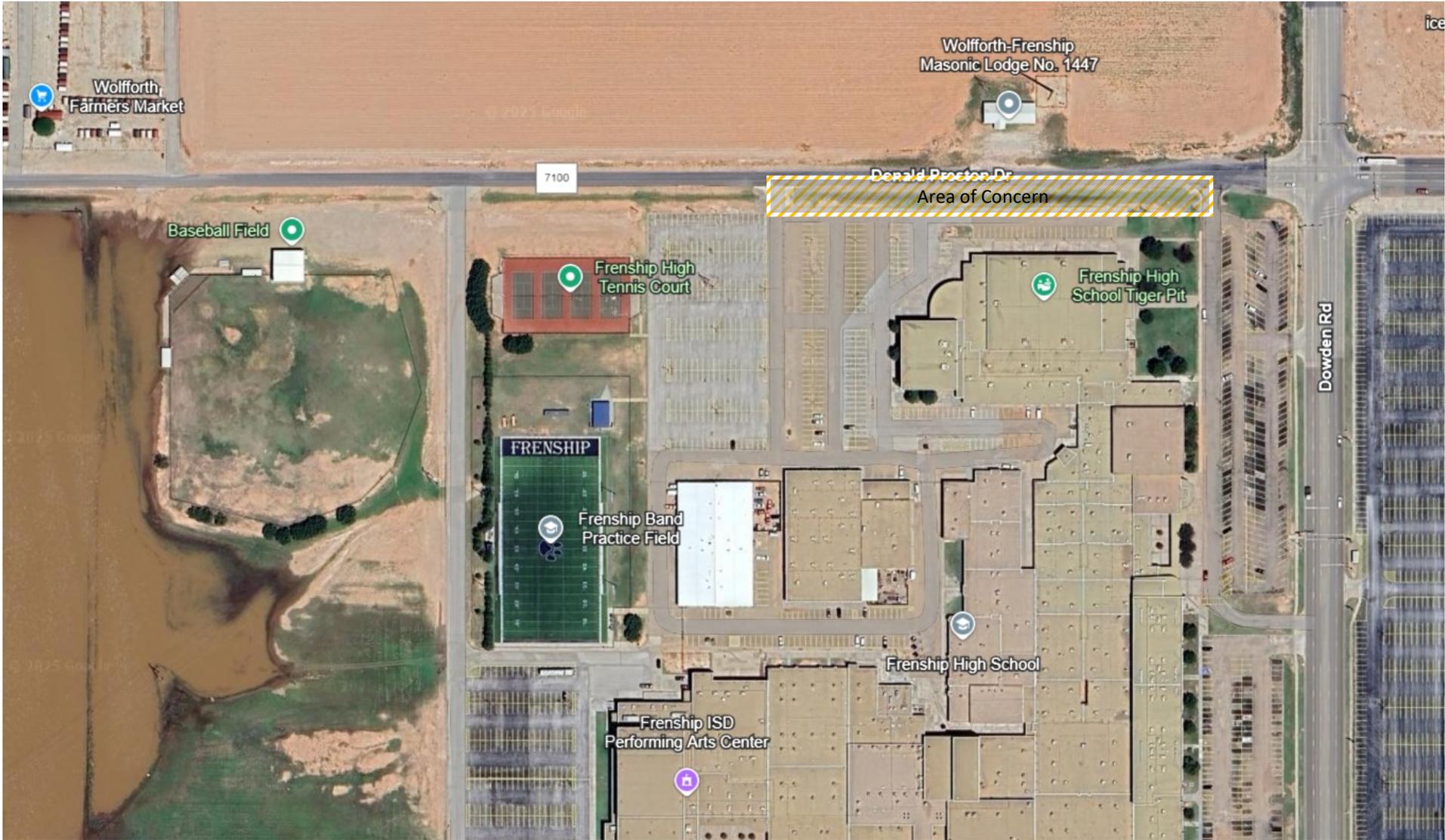
Under our current ordinance, Article 12.04.004 grants the city manager the authority to install no parking signs along Donald Preston Drive, from Hwy 62/82 to FM 179. To enhance safety around Frenship High School, city staff is recommending an extension of this enforcement zone to include the property line on the south side of Donald Preston Drive, extending for 900 feet. The signs would be purchased and placed, with the placement approval of our staff, along their property by Frenship ISD.

### EXHIBITS:

1. Map of Area
2. Article 12.04.004
3. Ordinance

### COUNCIL ACTION/STAFF RECOMMENDATION:

City Staff recommends approval of Ordinance 2025-004.



**§ 12.04.004. Donald Preston Drive.**

- (a) There is established a no parking zone beginning at the point where Donald Preston Drive intersects the east city limits and extending west to the point where Donald Preston Drive intersects Farm to Market 179. The no parking zone shall be in effect adjacent to both the east and west traveled lanes of traffic. The city manager is hereby authorized and directed to place no parking signs at the beginning point and ending point and within the zone as appropriate.
- (b) Any person violating any of the provisions of this article shall upon conviction thereof, be fined in accordance with the general penalty provision set forth in section 1.01.009 of this code.

(Ordinance 253 adopted 7/7/03)

**ORDINANCE 2025-004**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE CITY OF WOLFFORTH CODE OF ORDINANCES BY AMENDING CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.04 PARKING REGULATIONS § 12.04.004 DONALD PRESTON DRIVE; PROHIBITING PARKING IN THE DONALD PRESTON DRIVE RIGHT-OF-WAY WEST OF FM 179; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Frenship Independent School District (“FISD”) has asked the City to establish a no parking zone for a portion of the south side of Donald Preston Drive beginning at its intersection with FM 179 (Dowden Road) and continuing west for 900 feet, which is part of the City right-of-way; and

WHEREAS, in consultation with FISD representatives, City staff has determined that a no parking zone in the desired area will increase traffic safety before, during, and after events at Frenship High School; and

WHEREAS, the Wolfforth City Council finds that it is in the best interest for the safety of the citizens of Wolfforth, other individuals attending events at Frenship High School, and individuals travelling Donald Preston Drive during such events to enact a no parking zone as requested by FISD. **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 Chapter 12 Traffic and Vehicles; Article 12.04 Parking Regulations § 12.04.004. Donald Preston Drive, which shall read as follows:

**ARTICLE 12.04 PARKING REGULATIONS**

**§ 12.04.004. Donald Preston Drive.**

- (a) There is established a no parking zone beginning at the point where Donald Preston Drive intersects the east city limits and extending west to the point where Donald Preston Drive intersects FM 179 (Dowden Road). The no parking zone shall be in effect adjacent to both the east and west traveled lanes of traffic.
  
- (b) There is established a no parking zone beginning at the point where Donald Preston Drive intersects with FM 179 (Dowden Road) and extending west for 900 feet. The no parking

zone shall be adjacent to FM 179 on the south side of FM 179 and include the entire City right-of-way south of FM 179 for such zone.

- (c) The city manager or designee is hereby authorized and directed to place no parking signs at the beginning point and ending point of the zones and within the zones as appropriate.
- (d) The Frenship Independent School District Police Department, in addition to the Wolfforth Police Department, is authorized to enforce the no parking zones created in this section.
- (e) Any person violating any of the provisions of this article shall upon conviction thereof, be fined in accordance with the general penalty provision set forth in section [1.01.009](#) of this code.

**Part 2. Severability.**

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

**Part 3. Repeal**

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

**Part 4. Open Meetings**

That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**Part 5. Effective Date.**

This Ordinance shall be in full force and effect from and after the date of its passage.

**PASSED and ADOPTED** this 7<sup>th</sup> day of April 2025.

\_\_\_\_\_  
Charles Addington, II, Mayor  
City of Wolfforth, Texas

ATTEST:

\_\_\_\_\_  
Terri Robinette, City Secretary



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	April 7, 2025
<b>ITEM TITLE:</b>	Consider and take appropriate action on progress update for the solid waste contractor transition.
<b>STAFF INITIATOR:</b>	Rick Scott, ACM

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### BACKGROUND:

The contract start date with South Plains Waste Service is May 1, 2025. Staff have been meeting with South Plains Waste on a weekly basis. Everything is going well, and we are on schedule to meet the May 1<sup>st</sup> start date.

Representatives from South Plains Waste and Staff have been coordinating the transition with Republic Services and Republic has been very cooperative and helpful through the process.

Letters advising of the transition to a new provider went out to commercial businesses last week. Informational brochures will be mailed out this week to customers serviced by carts and dumpsters.

Republic Services plans to start removing their dumpsters the week of April 28<sup>th</sup> and South Plains Waste plans to follow behind them, placing new dumpsters. South Plains Waste has been staging new dumpsters and equipment in preparation for the transition. It is their belief that they can complete the dumpster transition during that week.

Regular cart service is on Thursdays. Republic Services will service, and pick up their carts on Thursday, May 1<sup>st</sup> and South Plains Waste will follow behind them, delivering new carts.

South Plains Waste will be offering a new service for cart customers. Cart customers will be able to purchase extra bags for overflow trash that can be filled and placed by their cart for pickup.

Staff have been working on finalizing plans for the new Bulky Waste Station. Perimeter fencing has been scheduled to start soon and specifications for the automated equipment process are being finalized. Site improvements, to include fencing, electrical, lighting, automation equipment and security equipment, are expected to cost approximately \$65,387.00.

### EXHIBITS:

Cart Service Transition Flyer

Dumpster Service Transition Flyer

Solid Waste Service Informational Pamphlet

### COUNCIL ACTION/STAFF RECOMMENDATION:

# Current Cart Customers

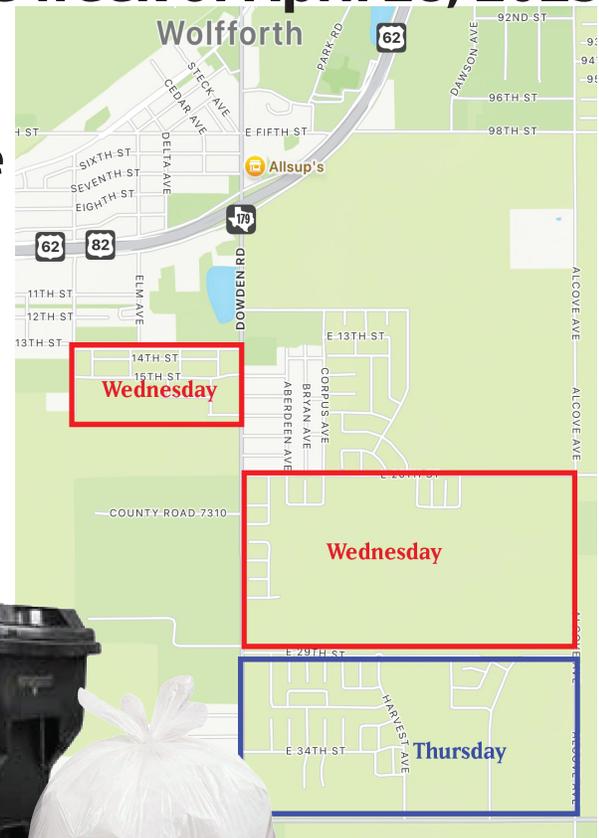
Item # 7.



## Your Trash Service Provider Is Changing

New SPWS carts will be delivered the week of April 28, 2025

- Republic will service and remove their blue carts on May 1st.
- You must have all of your Republic blue carts at the curb by 8am May 1st.
- SPWS carts first service date will be May 7th and 8th.
- **SERVICE DAYS ARE CHANGING**
- Overlook West & Harvest north of 29th Street will be serviced on Wednesdays.
- Harvest south of 29th Street will be serviced on Thursdays.
- Carts will be serviced 1 time per week.
- Carts must be out by 8 a.m.
- All trash must be bagged.
- Do not overfill, lid must completely close.
- All trash must be in a cart or an SPWS trash bag.
- SPWS branded trash bags will be for sale at City Hall for \$8 per bag. These bags are for any extra trash and should be placed beside your cart for pick up. ONLY SPWS branded bags can be used for this service.
- **NO OTHER TRASH OUTSIDE THE CART WILL BE PICKED UP.**
- Carts must be 3 feet away from obstructions.



# Current Dumpster Customer Item # 7.



## Your Trash Service Provider Is Changing

**New dumpsters will be delivered the week of April 28, 2025**

- **Republic Services will pick up their dumpsters the same week and we will be working together to make this as seamless as possible.**
- **Dumpsters will be dumped twice per week beginning May 1st.**
- **During this transition, the number of dumpsters and location in the alleys could change. Unfortunately customers will not be able to choose where dumpsters will be located. Placement will be regulated by neighborhood needs based on a ratio of 4 homes to every 3 yard dumpster.**
- **If you have any questions contact City Hall at 806-855-4120**



# Residential Dumpster Service

- Dumpsters will be emptied twice per week.
- No objects are allowed to stick out or hang over the edges of the container.
- No tires.
- No hazardous waste.
- No electronics.
- All trash must be bagged.
- Do not overfill dumpster. If dumpster is full, use another dumpster down the alley.
- No trash is to be placed outside of the dumpster.
- The city has a bulk drop off site for any large items or extra trash.
- Call City Hall with any questions 806-855-4120.



**SOUTH PLAINS WASTE SERVICE**  
[www.southplainswaste.com](http://www.southplainswaste.com)

South Plains Waste Service is excited to have the opportunity to service the beautiful town of Wolfforth, Tx. We are locally owned and operated and pride ourselves on service. If you are ever unsatisfied with our service do not hesitate to call City Hall and we will resolve the issue promptly and professionally.

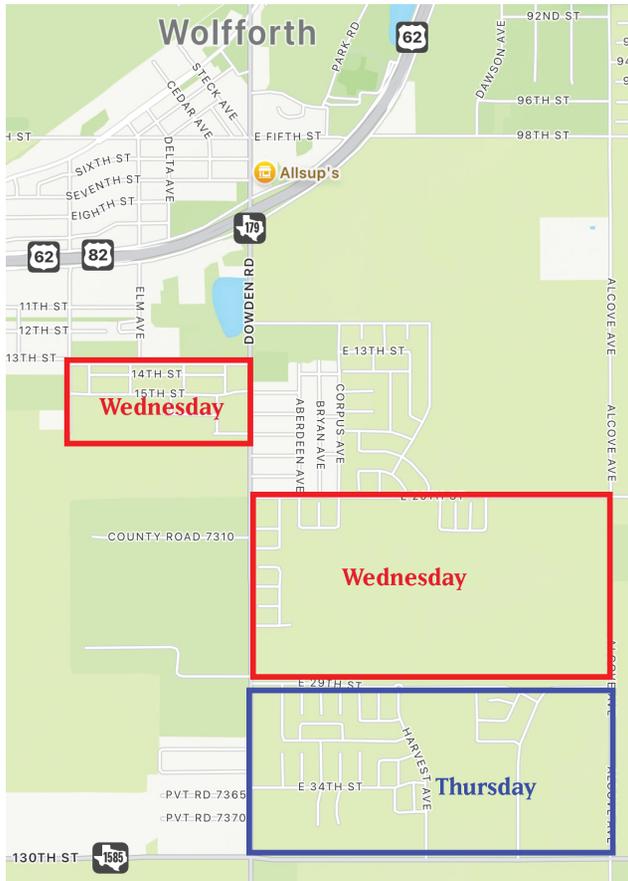


**SPWS**  
**SOUTH PLAINS WASTE SERVICE**  
**Residential Trash Service**

**Wolfforth City Hall**  
**302 Main Street**  
**806-855-4120**



# Residential Cart Pick-up Day Map



If your cart service day falls on a holiday it will be serviced the day before

## Holiday Pick-Up Schedule 2025-2026

Closure Day	Pick Up Day
11-27-25	11-26-25
12-25-25	12-24-25
1-1-26	12-31-25
11-26-26	11-25-26

# Residential Cart Service Guidelines

- Carts will be serviced 1 time per week .
- Carts must be out by 8 a.m.
- All trash must be bagged.
- Do not overfill, lid must completely shut.
- All trash must be in a cart or a SPWS trash bag.
- SPWS branded trash bags will be for sale at City Hall for \$8 per bag. These bags are for any extra trash and should be placed beside your cart for pickup.
- **NO OTHER TRASH OUTSIDE THE CART WILL BE PICKED UP.**
- Carts must be 3 feet away from obstructions.
- Place as close to the curb as possible.
- Cart lid opening towards the street.
- Carts must be removed from the street as soon as possible after they have been serviced and not later than 8:00 am the day following collection per City Ordinance.
- You are responsible for securing your cart at all times. Lost carts will result in a replacement fee.

# SPWS Trash Bag Pro Item # 7.

(Only for cart customers)

- SPWS branded trash bags may be purchased at City Hall for \$8 each or a roll of 5 for \$35.
- **ONLY SPWS branded bags can be used for this service. NO unbranded trash bags will be picked up**
- These bags should be placed beside your cart and will be collected on your normal service day.
- No hazardous waste.
- No liquids.
- No tires.
- No electronics.
- Bag must be tied shut.
- 65 pound weight limit.
- The city has a bulk drop off site for any large items or extra trash.
- Call City Hall with any questions 806-855-4120.





## AGENDA ITEM COMMENTARY

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**MEETING NAME:** City Council  
**MEETING DATE:** April 7, 2025  
**ITEM TITLE:** Consider and take appropriate action on discussing pertaining to City-owned billboard  
**STAFF INITIATOR:** Randy Criswell, City Manager

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**BACKGROUND:**

Councilmember Cooper has requested a discussion of the City-owned billboard located along Hwy 62/82 at Casey Administration Building.

**EXHIBITS:**

Streetview of Billboard

**COUNCIL ACTION/STAFF RECOMMENDATION:**

