

**WOLFFORTH CITY COUNCIL AGENDA  
NOVEMBER 6, 2023 – 6:00 P.M.  
WOLFFORTH CITY HALL  
COUNCIL CHAMBERS  
302 MAIN STREET  
WOLFFORTH, TEXAS**

The order of these agenda items may be changed. The City Council may discuss and/or take action on each of the following items:

**Call Meeting to Order**

**Invocation – Council Member Austin Brashier**

**Pledge of Allegiance – Council Member David 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 public comment sign in sheet and state his/her name and city of residence before speaking. Speakers shall address the City Council with civility that is conducive to appropriate public discussion. Speakers can address only the City Council and not individual city officials or employees. The public cannot speak from the gallery but only from the designated speaker location.

**Consent Agenda**

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

- 1. Consider and take appropriate action on minutes from October 16, 2023**
- 2. Consider and take appropriate action on ratification of proposal from Civic Plus for Agenda Management Software**
- 3. Consider and take appropriate action on adoption of Customer Service Agreement for cross connection control program**

**4. Consider and take appropriate action on Ordinance 2023-026**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING THE CITY OF WOLFFORTH CODE OF ORDINANCES CHAPTER 1, ARTICLE 1.07 PARKS AND RECREATION, SECTION 1.07.031 UNLAWFUL ACTIVITIES WITHIN PARKS, SECTION 1.07.032 ALCOHOLIC BEVERAGES; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**5. Consider and take appropriate action on budget amendment for park signs**

**6. Consider and take appropriate action on request for use of Hotel Occupancy Funds for Wolfforth Christmas Celebration**

**7. Consider and take appropriate action on 2024 City Holiday Calendar**

**Items for Individual Consideration**

**8. Consider and take appropriate action on Economic Development Corporation Strategic Plan**

**9. Consider and take appropriate action on renewal of Patterson Park baseball facilities operating agreement with Frenship Youth Baseball**

**10. Consider and take appropriate action on Harvest Phase 1 Final Plat Amendment**

**11. PUBLIC HEARING: Consider and take appropriate action on a public hearing to consider the annexation of the following right-of-way: Highway 179 south from 20<sup>th</sup> Street to FM 1585.**

**12. PUBLIC HEARING: Consider and take appropriate action on a public hearing to consider the annexation of the following rights-of-way: Highway 179 south from 20<sup>th</sup> Street to FM 1585.**

**13. PUBLIC HEARING: Consider and take appropriate action on a public hearing to consider the annexation of the following right-of-way: Flint Avenue from 15<sup>th</sup> Street to 17<sup>th</sup> Street.**

**14. PUBLIC HEARING: Consider and take appropriate action on a public hearing to consider the annexation of the following right-of-way: Flint Avenue from 15<sup>th</sup> Street to 17<sup>th</sup> Street.**

**15. PUBLIC HEARING: Consider and take appropriate action on a public hearing to**

**consider the annexation of the following right-of-way: County Road 7250 from Flint Avenue to Highway 179.**

- 16. PUBLIC HEARING: Consider and take appropriate action on a public hearing to consider the annexation of the following right-of-way: County Road 7250 from Flint Avenue to Highway**
- 17. PUBLIC HEARING: Consider and take appropriate action on a public hearing to consider the annexation of City-owned land located along FM 179.**
- 18. PUBLIC HEARING: Consider and take appropriate action on a public hearing to consider the annexation City-owned land located along FM 179.**
- 19. Consider and take appropriate action on Ordinance 2023-027**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF WOLFFORTH; EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE HEREINAFTER DESCRIBED PROPERTY WITHIN THE CITY LIMITS; GRANTING TO THE TERRITORY AND TO ALL FUTURE INHABITANTS ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF SAID CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 20. Consider and take appropriate action on upcoming vacancy on Wolfforth Economic Development Corporation Board of Directors**
- 21. Consider and take appropriate action on Resolution 2023-020**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WOLFFORTH CASTING VOTES FOR THE LUBBOCK CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS**

- 22. Consider and take appropriate action on upcoming City event dates**
- 23. Council Requests for Future Agenda Items**
- 24. Adjourn**

**The City Council of 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). Executive sessions are closed to the public as provided in the Chapter 551 of the Texas Government Code. Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.**

“I, the undersigned authority do hereby certify that the Notice of Meeting was posted at City Hall of the City of Wolfforth, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: November 3, 2023 at 5:00 p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting.”



Terri Robinette, City Secretary

Date Removed



AGENDA ITEM #1

**MINUTES OF A REGULAR MEETING  
CITY COUNCIL OF WOLFFORTH, TEXAS  
302 Main Street, WOLFFORTH, TX  
Monday, October 16, 2023, 6:00 p.m.**

**MEMBERS PRESENT:** Mayor Charles Addington, Mayor Pro Tem Doug Hutcheson, Council Member Austin Brashier, Council Member Charlotte McDonald, Council Member David Cooper, Council Member Gregory Stout

**MEMBERS ABSENT:**

**OTHERS PRESENT:** City Manager Randy Criswell; Assistant City Manager Rick Scott; City Secretary Terri Robinette; Public Works Director Randy Hall; Compliance Candace Layman; Public Works Director Henry High; Development Director Tara Tomlinson; EDC Director Danielle Sweat; Library Director Kim Brantley

**OTHERS PRESENT BY TEAMS:** City Attorney Mike Guevara

Mayor Charles Addington opened the meeting at 6:00 p.m.

1. Public Comments
  - A. Roger Nietsch concerning damage to his property located in the 1100 block of North 7<sup>th</sup> from collapsed alley
2. Motion by Council member Doug Hutcheson, second by Council member Charlotte McDonald to approve the Consent Agenda. Motion carried unanimously.
  - A. Consider and take appropriate action on minutes from October 2, 2023
  - B. Consider and take appropriate action on monthly departmental reports
  - C. Consider and take appropriate action on Business Improvement Grant Program Policy
  - D. Consider and take appropriate action on Resolution 2023-014 – 2nd Reading

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH  
AUTHORIZING THE ECONOMIC DEVELOPMENT CORPORATION TO  
PURCHASE LAND TO PROMOTE NEW AND EXPANDED BUSINESS.

  - E. Consider and take appropriate action on Resolution 2023-015 – 2nd Reading

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

F. Consider and take appropriate action on Resolution 2023-018

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WOLFFORTH (“EMPLOYER”) APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE EMPLOYER AND EDUCATION SERVICE CENTER REGION 10 WHICH SPONSORS THE RETIREMENT ASSET MANAGEMENT SERVICES PROGRAM (“RAMS”) AUTHORIZING THE ESTABLISHMENT OR TAKEOVER OF ONE OR MORE PLANS AS SELECTED BELOW.

G. Consider and take appropriate action on Ordinance 2023-025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13 UTILITIES DIVISION 2 RATES ARTICLE 13.05 WATER AND SEWER BY AMENDING § 13.05.022 WATER TO ADD RATES FOR FRENSHIP INDEPENDENT SCHOOL DISTRICT; ADDING § 13.05.023 FIRE HYDRANT METER SETTING FEES FOR USE OF FIRE HYDRANT METERS; PROVIDING FOR THE REPEAL OF ANY CONFLICTING FEES IN THE CODE OF ORDINANCES AND PROVIDING AN EFFECTIVE DATE.

H. Consider and take appropriate action on Pay Request Number 1 from UCA for 12-inch Loop Line Project

3. Motion by Council member Charlotte McDonald, second by Council member David Cooper to approve the request for Tiger Street to be partially closed on October 31, 2023 and the permit fee to be waived. Motion passed unanimously.
4. Motion to table agenda item #10 Consider and take appropriate action on Economic Development Corporation Strategic Plan until the November 6 meeting by Council member Doug Hutcheson, second by Council member David Cooper. Motion passed unanimously.
5. Motion to approve the end of fiscal year 2023 Investment report by Council member Doug Hutcheson, second by Council member Davis Cooper. Motion passed unanimously.
6. The Wolfforth City Council convened into Executive Session at 6:25pm on October 16, 2023 to discuss matters pertaining to the following:

- A. 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
- 7. The City Council reconvened into open session at 6:55pm on October 16, 2023. No action was taken.
- 8. With no other business to come before the Council, a motion was made by Council member Doug Hutcheon, second by Council member David Cooper to adjourn the meeting. Motion carried unanimously and the meeting was adjourned at 7:02pm.

**PASSED AND APPROVED THIS THE 6TH DAY OF NOVEMBER, 2023.**

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

**ATTEST:**

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

## **AGENDA ITEM COMMENTARY – AGENDA ITEM #2**

### **ITEM TITLE**

Consider and take appropriate action on ratification of proposal from Civic Plus for Agenda Management Software

### **INITIATOR/STAFF INFORMATION SOURCE**

Terri Robinette, City Secretary

### **BACKGROUND**

As part of the approved budget for fiscal year 2024, \$7500 was included for Agenda Management Software. Currently we use a Word document to generate our agenda along with a very manual and time-consuming process. Agenda management software provides a beginning-to-end solution that will help manage agendas for all meetings, minutes and public hearings, while also providing easier access and transparency to the public and will cut down on the manual creation time significantly.

After gathering feedback from staff, we have chosen the Agenda and Meetings Management software from Civic Plus. This software will allow for better collaboration between staff, consistency in agendas, minutes and posting throughout the City and an integrated website. This website will be embedded within our new City site and will allow easy posting of agendas, minutes, packets, and even video. Citizens will be able to find and view all of these documents easily. This software will be used by all staff for all posted meetings of the City of Wolfforth.

I have included the proposal from Civic Plus. We are receiving a 20% discount off our first year. Total cost for FY 2024 is \$5,520, well within the amount budgeted.

### **EXHIBITS**

Civic Plus Proposal

### **COUNCIL ACTION/STAFF RECOMMENDATION**

Staff recommends ratification of the Civic Plus proposal for Agenda Management Software

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:****Date:****Expires On:**

Statement of Work

Q-53320-1

10/12/2023 8:39 AM

12/11/2023

**Client:**

WOLFFORTH, TEXAS

**Bill To:**

WOLFFORTH, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richard Jones	785.323.4713	rjones@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Agenda & Meeting Management Essential Ultimate Annual	Agenda & Meeting Management Essential Ultimate Annual	Renewable	USD 3,600.00
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -900.00
1.00	Municode Meetings Ultimate – One-Time Build Cost	Up to 5 Boards, Up to 8 Hours of Virtual Training	One-time	USD 1,500.00
1.00	Municode Meetings Hub Stand Alone Purchase	Municode Meetings Hub Stand Alone Purchase	Renewable	USD 1,100.00
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -275.00
2.00	Municode Meetings Additional Meetings Bodies	Municode Meetings Additional Meetings Bodies	Renewable	USD 660.00
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -165.00

List Price - Year 1 Total	USD 6,860.00
Total Investment - Initial Term	USD 5,520.00
Annual Recurring Services - Year 2	USD 5,360.00

Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

## Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

Terr Robbette

Name:

City Secretary

Title:

10/16/2023

Date:

[Signature]

By:

Name:

Title:

Date:

Organization Legal Name:

Terr Robbette

Billing Contact:

City Secretary

Title:

806-855-4120

Billing Phone Number:

Accounting @ wolfforth.us

Billing Email:

PO Box 36

Billing Address:

Wolfforth, W 79382

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

## **AGENDA ITEM COMMENTARY – AGENDA ITEM #3**

### **ITEM TITLE**

Consider and take appropriate action on adoption of Customer Service Agreement for cross connection control program

### **INITIATOR/STAFF INFORMATION SOURCE**

Public Works

### **BACKGROUND**

To have a successful cross connection control program the TCEQ recommends the following:

***"Every community PWS must adopt one of the following:***

- *a plumbing ordinance*
- *plumbing regulations*
- *service agreements*

*These give you the authority to implement a cross-connection control program. Whichever you choose, it must include enforcement actions to prevent cross-connections and other unacceptable plumbing practices."*

While we have a plumbing ordinance in place, we feel it would be beneficial to have a customer service agreement as well for all new water customers and those that have been disconnected for any reason. This will provide the City with more strength when enforcing the cross-connection control rules as required by the TCEQ.

### **EXHIBITS**

Customer Service Agreement

### **COUNCIL ACTION/STAFF RECOMMENDATION**

Staff recommends approval of adopting a Customer Service Agreement.





### Customer Service Agreement

- I. **PURPOSE.** The City of Wolfforth is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The public water system enforces these restrictions to ensure the public health and welfare. Each retail customer must sign this agreement before the City of Wolfforth will begin service. In addition, when service to an existing retail connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
- II. **RESTRICTIONS.** The following unacceptable practices are prohibited by State regulations:
- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an airgap or an appropriate backflow prevention device.
  - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an airgap or a reduced pressure-zone backflow prevention device.
  - C. No connection which allows water to be returned to the public drinking water supply is permitted.
  - D. No pipe or pipefitting, which contains more than 0.25% lead, may be used for the installation or repair of plumbing at any connection which provides water for human use.
  - E. No solder or flux, which contains more than 0.2% lead, can be used for the installation or repair of plumbing at any connection, which provides water for human use.
- III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the City of Wolfforth (the Water System) and the Customer.
- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises are connected to the Water System.
  - B. The Customer shall allow their property to be inspected for possible cross-connections and other potential contamination hazards periodically as deemed necessary by the Water System. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The initial inspection shall be conducted during the Water System's normal business hours.
  - C. The Water System shall notify the Customer in writing of any cross-connection or other potential contamination hazard, which has been identified during the initial inspection or the periodic re-inspection.
  - D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
  - E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.
- IV. **ENFORCEMENT.** If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

Customer Signature:	Date:
Address:	
Irrigation/sprinkler system? Location of device if known.	

## **AGENDA ITEM COMMENTARY – AGENDA ITEM #4**

### **ITEM TITLE**

Consider and take appropriate action on Ordinance 2023-026

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING THE CITY OF WOLFFORTH CODE OF ORDINANCES CHAPTER 1, ARTICLE 1.07 PARKS AND RECREATION, SECTION 1.07.031 UNLAWFUL ACTIVITIES WITHIN PARKS, SECTION 1.07.032 ALCOHOLIC BEVERAGES; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

### **INITIATOR/STAFF INFORMATION SOURCE**

Public Works

### **BACKGROUND**

While working on the process of replacing the “Rules” sign at Patterson Park, the Public Works Department and the Police Department collaborated on updating the park rules as listed in Article 1.07 of the City of Wolfforth Code of Ordinances. The requested ordinance revisions are attached. It is the belief of both departments that these minor rule changes will benefit the city, as well as residents.

Attached is a draft of Ordinance 2023-026. At the time of this packet creation, we are waiting on any final changes from the City Attorney. We will have the final copy available for you all Monday night.

### **EXHIBITS**

Ordinance 2023-026

### **COUNCIL ACTION/STAFF RECOMMENDATION**

Staff recommends approval of ordinance 2023-026

**Proposed changes to the current park rules:**

1. Fish in any waters or lake in any park within the city in accordance with the state game and fish laws and regulations of the state and/or as modified by municipal ordinance

Proposal: Fish in any lake within the city in violation of state laws and licensing requirements

2. Ride, drive or propel any bicycle, motorbike or motor scooter over or through any park within the city except upon designated park drives

Proposal: Ride any motorbike, motor scooter or other conveyance over or through any park within the city

3. Fly any model airplane, either by attached or remote control, or hang glider in any park or playground within the city

Proposal: To fly or launch any rocket or any model airplane, either by attached or remote control in any park or playground within the city

Additions:

To bring, possess, or transport upon any public park any glass containers, including without limitation, bottles, and drink glasses

To build or maintain any type of fire except in designated grills

Except as set forth in section 1.07.34, remain within a public park or playground of the city, between the hours of 12:00 midnight to 5 a.m.

## **ORDINANCE NO. 2023-026**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING THE CITY OF WOLFFORTH CODE OF ORDINANCES CHAPTER 1, ARTICLE 1.07 PARKS AND RECREATION, SECTION 1.07.031 UNLAWFUL ACTIVITIES WITHIN PARKS, SECTION 1.07.032 ALCOHOLIC BEVERAGES; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Wolfforth finds that it is in the best interest of the citizens of Wolfforth to revise and update the City park regulations; **NOW THEREFORE,**

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

### **Part 1. Enacted.**

THAT the Sec. 1.07.031 Unlawful Activities Within Parks, Sec. 10.07.032 Alcoholic Beverages; nuisances, of the City of Wolfforth Code of Ordinances are hereby amended and shall read as follows:

## **ARTICLE 1.07 PARKS AND RECREATION**

### **Division 2. Municipal Parks**

#### **Sec. 1.07.031. Unlawful Activities Within Parks**

It shall be unlawful for any person within a public park or playground of the city to commit or do any of the following acts:

- (1) Play, engage in, or conduct any game of baseball, softball, football, golf, archery or other games of like character in any park or playground except at the places set apart and designated as grounds therefor;
- (2) Place and/or operate any boat, raft or other watercraft capable of being occupied by one or more persons, whether motor-powered or not, in or on the waters of any pool or lake in any park within the city;
- (3) Swim, bathe or wade in any waters, pool, or lake in any park within the city except at an area so designated;
- (4) Fish in any waters or lake in any park within the city in violation of state laws and licensing requirements.
- (5) Camp in any park within the city except at a place or places set apart and designated as grounds therefor;
- (6) Ride, drive or propel any motorbike, motor scooter or other motorized conveyance over or

through any park within the city except upon designated park drives;

- (7) Fly or launch any rocket or any model airplane, either by attached or remote control, in any park or playground within the city;
- (8) Operate, park, or drive any vehicle except on designated roadways within the park and then at a speed not greater than 20 miles per hour; or
- (9) Bring, possess, or transport upon any public park any glass containers, including without limitation, bottles and drink glasses;
- (10) Build or maintain any type of fire except in designated grills;
- (9) Except as set forth in section **1.07.034**, remain within a public park or playground of the city, between the hours of 12:00 midnight and 5:00 A.M.

**Sec. 1.07.032. Alcoholic Beverages; nuisances**

- (a) Nuisances. Loitering in any public park or on any public way abutting or adjacent thereto with or without intoxicating liquor on the person, the drinking of any intoxicating liquors in any public park or on any public way abutting or adjacent thereto; the depositing of waste, brush or other objectionable, unsightly or unsanitary matter; throwing of bottles or other containers in public parks or on any public way abutting or adjacent thereto; or the spilling or pouring of any intoxicating liquor on the ground or premises in public parks or on any public way abutting or adjacent thereto are each declared to be a nuisance.
- (b) Alcoholic beverages prohibited. It shall be unlawful for any person to consume any alcoholic beverage in any public park or for any person to possess any alcoholic beverage in any public park owned by the city within the corporate limits of the city except as hereinafter provided. Persons selling or consuming alcohol in violation of this provision shall be guilty of trespass and be required to leave the premises by any law enforcement officer or other authorized agent of the city.
- (c) Permit. Persons desiring to allow the consumption of alcoholic beverages as a part of a function held by an organized business, political, religious, civic or non-profit organization in a city park may apply to the city council for a permit. The applicant shall provide to the city council the following information:
  - (1) The name of the organization;
  - (2) The date or dates and hours during which alcohol will be consumed;
  - (3) The specific location at the city park where alcohol will be consumed;
  - (4) The name or names of persons who will be responsible for security at the location.

The city may require that the applicant provide security through persons licensed through TCOLE and provide that such persons will be at the location during all times that alcohol is

being consumed.

## **Part 2. Severability**

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

## **Part 3. Repeal of Conflicting Ordinances**

All ordinances or part of ordinances in conflict herewith are hereby repealed to the extent of the conflict with this Ordinance.

## **Part 5. Effective Date**

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

Passed and approved by the City Council this 6th day of November 2023.

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Doug Hutcheson, Mayor Pro Tem  
City of Wolfforth, Texas

ATTEST:

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Terri Robinette, City Secretary

## **AGENDA ITEM COMMENTARY – AGENDA ITEM #5**

### **ITEM TITLE**

Consider and take appropriate action on budget amendment for park signs.

### **INITIATOR/STAFF INFORMATION SOURCE**

Public Works

### **BACKGROUND**

In the new budget the public works department requested and was approved for \$3,000.00 to replace the sign at Patterson Park. We worked with Chief Scott to update the Park violation subsection of the park ordinance.

We feel that additional signs need to be placed in Patterson Park.

3 signs should adequately cover all of Patterson Park.

The estimate for each sign at Patterson Park is \$743.00:

4 x 4' double sided sign, 1/8" aluminum silkscreened with enamel paint (\$595.00)

Addition of aggressive animal notice Texas Penal Code 30.05 (\$48.00)

Material for Public Works to construct stand (\$100.00)

Total cost to update, add/or replace only Patterson Park signs \$2229.00.

Additional item for council to consider:

The sign company has offered a discount for the purchase of multiple signs (\$394.00 vs. \$595.00). This would place 3 signs in Patterson Park, 1 sign in Frenship Mesa Park, 2 signs in Preston Manor Park and 2 signs in the Harvest Addition Park.

Currently there are no signs in Frenship Mesa, Preston Manor or Harvest Parks.

Total to replace/add signs to all City Parks: \$4336.00 (includes material for stands and aggressive animal addition).

### **EXHIBITS**

Example of new signage

### **COUNCIL ACTION/STAFF RECOMMENDATION**

Staff recommends approval of a budget amendment that would cover the purchase and installation of signs as stated above.

## WOLFFORTH CITY PARKS

Welcome! This is a shared public space provided for your enjoyment and recreation. Please be courteous and respectful to others and please keep the park clean.

The following are **PROHIBITED** in any park or park facility controlled by the City of Wolfforth:

- Alcoholic beverages
- Glass containers
- Unauthorized motor vehicles and motorized devices on grass areas or trails
- Littering, dumping, or emptying wastewater
- Dogs off leash or failure to immediately clean up after dog/pet
- Swimming
- Fires (except in designated grills)
- Vandalizing or defacing any structures or facilities
- Boats, rafts, or other watercraft

Fishing is permitted in lakes but is subject to state laws and licensing requirements

**PARK HOURS: Parks are closed between 12:00 midnight and 5:00 a.m. daily.**



# ATTENTION:

Owners of animals that show aggression to humans or other animals will be asked to leave the park.

Failure to leave after notice to depart is a Class B misdemeanor under Texas Penal Code 30.05



## **AGENDA ITEM COMMENTARY – AGENDA ITEM #6**

### **ITEM TITLE**

Consider and take appropriate action on request for use of Hotel Occupancy Funds for Wolfforth Christmas Celebration

### **INITIATOR/STAFF INFORMATION SOURCE**

Terri Robinette, City Secretary

### **BACKGROUND**

Staff has received a request on behalf of the Wolfforth community for support of the Wolfforth Christmas Tree Lighting event. This event is bringing in vendors from out of town as well as extended family members for youth performers for the event. The amount being requested is \$5000.

Under Texas law, local HOT revenue can be used only to directly promote tourism and the convention/hotel industry. This means the proceeds should be spent on projects or events that result in visitors or attendees staying overnight in the community, generating more hotel occupancy tax. With the expected attendance of out-of-town vendors and guests, this event is eligible for funding.

### **EXHIBITS**

### **COUNCIL ACTION/STAFF RECOMMENDATION**

Approve donation of HOT funds to the Wolfforth Christmas Tree Lighting Event in the amount of \$5,000.

## **AGENDA ITEM COMMENTARY – AGENDA ITEM #7**

### **ITEM TITLE**

Consider and take appropriate action on 2024 City Holiday Calendar

### **INITIATOR/STAFF INFORMATION SOURCE**

Terri Robinette, City Secretary

### **BACKGROUND**

The City of Wolfforth Personnel Policy outlines the following as recognized City Holidays

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and the Friday following Thanksgiving
- Christmas Eve and Christmas Day

On June 16, 2023, President Biden signed a law establishing Juneteenth as the first new Federal holiday since the Dr Martin Luther King, Jr holiday nearly four decades ago. With your approval, staff requests adding Wednesday, June 19, 2024 as a recognized holiday for the City of Wolfforth.

### **EXHIBITS**

2024 City of Wolfforth Holiday Calendar

### **COUNCIL ACTION/STAFF RECOMMENDATION**

Approval of the 2024 Wolfforth Holiday Calendar

2024

IMPORTANT DATES

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY 1

NEW YEAR'S DAY OBSERVED

January 15

Martin Luther King Jr. Day

February 19

Presidents Day

March 29

Good Friday

May 27

Memorial Day

June 19

Juneteenth

July 4

Independence Day

September 2

Labor Day

November 11

Veterans Day Observed

November 28-29

Thanksgiving Observed

December 24

Christmas Eve Observed

December 25

Christmas Day

Key:

13 City Holidays

## **AGENDA ITEM COMMENTARY – AGENDA ITEM #8**

### **ITEM TITLE**

Consider and take appropriate action on EDC Strategic Plan

### **INITIATOR/STAFF INFORMATION SOURCE**

Danielle Sweat, Economic Development Director

### **BACKGROUND**

Back in May the Wolfforth EDC took part in a strategic planning session. Alysia with Opportunity Strategies was the facilitator and put together the strategic plan draft. This final draft has been approved and adopted by the EDC board. The EDC Board of Directors recommends approval of the Strategic Plan.

We anticipate that Joel Robinett, President of the EDC Board, will be present at the meeting to discuss the Plan on behalf of the Board.

### **EXHIBITS**

Wolfforth EDC Strategic Plan

### **COUNCIL ACTION/STAFF RECOMMENDATION**



## 2023-2026 Strategic Plan





## The Strategic Planning Process

In February 2023, the Wolfforth Economic Development Corporation embarked on a strategic planning process to develop the strategic priorities for Q3 2023 through Q2 2026. The following is the process used to reach the conclusions for the strategic plan.

The process kicked off with a preliminary Zoom meeting between Executive Director Danielle Sweat and professional facilitator Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC. The two met to review key issues facing the EDC, understand the programs and projects currently underway, and to prepare the process and format for the planning session.

Prior to the planning retreat, the facilitator conducted an anonymous SWOT Analysis online with the participants. The results of that are included in this document.

Prior to the planning retreat, the facilitator conducted a series of stakeholder interviews with the participants. The results of that are included here.

On May 18 & 19, 2023, the EDC board and staff met at City of Wolfforth city council chambers for a strategic planning workshop to begin planning for Q3 2023 through Q2 2026.

The following is the Wolfforth EDC 2023-2026 Strategic Plan.

## Expectations

The facilitator asked the participants to share any expectations for the day. Responses were as follows:

- Making the community better
- How to get more people involved
- Working together
- Exciting direction
- Our toolbox
- \$1.6m in bank
- \$500k HOT
- Discuss role of City Planning







# 2023-2026 Strategic Plan

## Mission

**Community Focused... Future Ready**

## Vision

**Preserve. Enhance. Progress.**

## Goals

**Cultivate Relationships**

**Property Development**

**Business Recruitment**

**Branding & Marketing**

**Organizational Management**

## SWOT Analysis

Prior to the Planning Retreat, the facilitator engaged the participants in an exercise to brainstorm and list the strengths and weaknesses of the Wolfforth Economic Development Corporation, as well as the current and/or potential opportunities and threats facing the organization. The facilitator shared the aggregated responses with the whole group and discussed the comments collected. The results of the SWOT are listed here:

### Strengths

- Variety of representation
- Willingness to change
- Easy to reach decision makers
- Connectivity with the Council
- Relationship with City Council
- People
- Frenship ISD
- Desire
- Open-mindedness
- Proximity to Lubbock
- Under new leadership we now have the desire to grow
- The Wolfforth EDC cares about the community
- Willingness to consider any allowable project
- They want growth and are open to new ideas
- Everyone on the board is on the same page when it comes to putting money into change
- Having a strong relationship with Frenship ISD is extremely important
- Passion

## Weaknesses

- Lack of buildings to market
- Available real estate
- Lack of vacant developed land
- Undefined strategy
- Not to have a plan and vision
- We have been on high center for several years now
- Attendance by some of the board members could be better as well as responses to emails
- Limited funds

## Opportunities

- Wolfforth is just beginning to blossom into our future, and we have unlimited range to establish our vision. We can choose our own path, and we have a community that I believe is ready to do it.
- Community exposure
- Growing the community
- The EDC has a chance to really change the face of Wolfforth. They are on board with the possibility of buying land, starting to redo old main street, and building something that resembles a town square.
- Relationship with the community
- Control commercial corridor development
- Recruit hotel
- We have an opportunity to change the landscape of Wolfforth. We need to establish a reason for people to be in Wolfforth other than a Frenship ISD sporting event or a bed to sleep in. We have an opportunity to establish a few necessary staples like a grocery store and restaurants (has to be something bigger than a mom-n-pop where you can buy a drink and watch a sporting event).
- Quality Growth

## Threats

- Being unrealistic, being under-realistic
- Limited resources
- Level of influence
- Wolfforth has no Core Image. Unless we develop one, we are still going to be a town with a few small random restaurants and high school sporting events.
- Lack of infrastructure
- Poor growth strategy
- Property taxes to the point of discouraging both business and residential development
- Continued rumors of lack of water
- “The way we’ve always done it”
- Wolfforth has to embrace the growth. Either we are a small town, or we are not.
- Outside forces or limitations



## **Start – Stop – Accelerate**

The facilitator engaged the board and staff in a group exercise called Start – Stop – Accelerate which divides participants into small groups and has them offer feedback on what the EDC needs to start doing, stop doing, and accelerate efforts to do.

These are individual recommendations and not necessarily agreed to by all participants. The responses are as follows:

### **Start**

- Keep an inventory of available sites
- Target analysis
- Branding
- Purchases and/or options on land
- Business Retention & Expansion: services and recognitions
- Start regular collaborations and conversations with City, stakeholders
- Community engagement strategy
- Business Directory collaboration with FISD, especially regarding workforce development

### **Stop**

- Waiting
- Stop thinking small (limitations)
- Being intimidated by Lubbock
- Website (EDC) (remove it for now)
- The Welcome Sign (remove)
- Thinking of ourselves as Lubbock's little brother
- Having EDC being in charge of community events
- Negativity

## Accelerate

- Refining our processes and procedures:
  - Brochures
  - Board Notebooks
  - Website
- Water campaign
- Staff development
- Promotion of Leading EDG & other resources / tools - create resource guide
- Website design and rebranding
- Knowledge: mapping, real estate
- Relationship with school district
- Calling on businesses



## Stakeholder Interviews

Alysia Cook of Opportunity Strategies LLC conducted a variety of interviews with stakeholders. The questions that were asked and the answers that the participants provided are included below. These comments are in their own words and not edited.

### 1. What economic development challenges is the community facing?

- Growth – wise & planned
- Need for retail – shopping and restaurants
- Our one-way roads are handicapping us
- Need to attract retail that would typically go to Lubbock
- No courthouse, no center square
- No empty buildings to market
- Lean into our water solutions
- Lagging retail
- Sales tax is more important than property tax
- We're facing fewer challenges as we grow
- Need to be more selective; we're not desperate to take just any employer x2
- We don't have a town center, just a Main Street
- Solving housing problems
- Being a bedroom community to Lubbock
- Recruiting/attracting people here
- Rapid growth residential
- Need more taxes to pay for the things we need
- Awareness of us as a competitive and attractive location
- We need to create a vision and commit to it

**2. How can the EDC better collaborate with the local ISD, colleges, CTEs, universities, or research centers to promote workforce development and innovation to benefit the local business community?**

- Not collaborated before but we should
- Dual use facilities
- Better collaboration could definitely happen x3
- Work with South Points College & Workforce Solutions
- We work well together
- LEDA (collab with Lubbock)
- Help get more kids into plumbing and electrician programs
- Collab on culinary school
- It was strained in the past but better today
- We need to work together to maximize the internship program
- We are fortunate that our ISD is forward thinking and prepping students well
- Need to research best practices from other communities for this
- Help young people want to stay here – make a case for “why Wolfforth”
- We need to reach out and collaborate more
- ISD needs a meeting space that can hold all 1300 employees together

**3. What quality of life amenities would you like to see in the future that are not currently here?**

- Grocery store x5
- Pickleball courts x3
- Walking paths
- Family entertainment options
- Pharmacy
- Fix our existing park – make nicer
- Remote control cars and airplanes
- Make Main Street more attractive



- Splash pad for kids
- More parks
- Clean up Main Street
- Dog park
- Need a park land dedication ordinance
- Holiday lights
- No more convenience stores or gas stations
- Event center
- Outdoor activities
- Movie theater
- Community center

**4. What are the needs of larger and smaller businesses and how can the EDC help to address those needs?**

- They need more visibility
- Create a Business Directory
- Partner with Leading EDG
- Ribbon cuttings
- Need a BRE Program x3
- Promote Shop Local
- Better teach local businesses how to promote themselves and grow their businesses
- We become a ghost town in the summers – need to help local businesses thrive
- Not sure
- Help small businesses with developing their business plans
- EDC should help small businesses (such as Chelo's Mexican Restaurant)
- Create a newcomer's packet that showcases businesses
- Talk more about how we can help them and ask them how they'd like us to help them
- They need more customers
- We need buildings for them

**5. What can the city do to ensure that its staff provides frictionless top-service experiences for investors?**

- We've lacked in this area in the past
- It's easy to do business here now
- More overview is needed
- Ensure quick responses
- Seek feedback on their services
- City must be customer-focused
- Some people seeking permits have struggled with the process and fire inspections
- Insist on open, honest, and aggressive service
- Ask developers how the city can improve
- Now that we're getting bigger, we need to protect our reputation
- It's great that council supports EDC recommendations
- Make sure that the Development Services Director understands expectations of top notch permitting and inspection services delivery

**6. Are there any existing regulations or policies that hinder business growth and development that the city should review and potentially change?**

- In the past, it was our water issues, but that has been solved x3
- No x5
- None, thanks to Randy

**7. Do y'all have shovel-ready industrial sites?**

- Yes, I think so
- Property on Brownfield Rd
- Yes, we have extended water and sewer to there
- Property on Donald Preston Dr
- Yes

- No....well, maybe one
- Not sure
- Yes, ample land to develop
- No, we have none
- About to partner with TIRZ to install infrastructure

**8. How many available buildings/sites are y'all currently marketing?**

- None of either
- No buildings, 3 sites (owned by others)
- Not sure on either x3
- We need to cultivate relationships with real estate agents and brokers
- Working on TIRZ agreement now

**9. What types of businesses would you like to see the EDC recruit here next?**

- Grocery store x5
- Low water user businesses
- Hotel
- Let's let the community decide
- Big box retailer
- Businesses that could serve all the school traffic we have
- Movie theater
- Fine dining
- Construction – need more internships
- More professional businesses/offices
- Health sciences (650 students in this field)
- Businesses that could be served by attendees at school competition/tournaments
- Small manufacturing
- Plumbing

- Neighborhood-based retail
- Family entertainment
- Pharmacy x3
- Furniture store
- Recruit a Pickleball & volleyball company
- Hardware/home improvement store x2
- Clothing store x2
- Retail
- Sit down restaurants x3
- Garden homes with coworking office space available

**10. What do you think should be the EDC's top goals/focus?**

- To learn how to best utilize Danielle and her skills
- Business recruitment x3
- Unity – working with others
- We need professional branding
- Identify our top 5 sites
- Focus on TIRZ redevelopment efforts
- We must learn to tell our story better – quality branding
- Business retention
- Culinary program with food safety
- Retain an independent identity from Lubbock – don't get swallowed up by them/their brand
- Focus on internships & practicums
- Need to identify businesses to recruit
- To recruit destination restaurants
- Need a Central Business District since we don't really have a downtown
- Partner with the High Ground
- Need to focus on beautification – visual appeal
- To develop Main Street



- “Tap into Wolfforth” Campaign
- Focus on stabilization of ED – need more rah-rah
- Partner with other EDCs
- We need a wings/beer/sports place
- Beautification
- Family gathering places
- Creating a Business Retention & Expansion Program
- Need to rebrand ourselves to attract quality investment

## 11. What do you love most about Wolfforth?

- Small-town feel/culture x3
- The people x3
- Regular police patrol
- Community events
- Quality schools/ISD
- It has the feel of a Norman Rockwell life
- Sense of community
- That the people are fiercely proud to live here
- Small town atmosphere
- Our Montessori School
- People who wave at one another
- Open-minded culture here
- People here get along with each other





## 12. Open Mic

- We need a “get-out-the vote” effort here
- Beautification is important for us to talk about
- Leverage Incubator EDU & Accelerator EDU
- Need to brand ourselves from the highway to make tourists stop and spend money
- ISD is happy to share any resources and demographic information that can help EDC
- I would spend more time in Wolfforth if there were more places to spend my money
- The ISD owns 50% of the ideal industrial/commercial property – should we explore negotiating with them for highest and best use of some portions of it?
- Need better signage on highway





## Goal #1: Cultivate Relationships

Develop stronger relationships and support existing businesses and industry

Strategies	Who's Responsible?	Start Q/Yr	End Q/Yr	Metric/KPI
1. Develop and execute a Business Retention & Expansion Program	Board	Q4 2023	Q1 2024 then Ongoing	<input type="checkbox"/>
* Celebrate Anniversary milestones	Danielle / Board			
* Develop visitation schedules	Debbie			
* Create a Business Directory	Director			
* Develop a Shop Local Program	Board of Directors			
* Tap into Chamber resources	Danielle			
* Develop visitation questions	Danielle			
* Create Spreadsheet to store information (HubSpot)	Danielle			
2. Ask representative from FISD to present @ Board meeting	Farley/ FISD	Q3 2023	Ongoing	<input type="checkbox"/>
3. Tour various existing business facilities	Farley/ FISD	Q4 2024	Ongoing	# of businesses tours in 2024: _____ # of businesses tours in 2025: _____
4. Serve as the conduit between businesses & schools	Farley/Danielle	Q1 2024	Ongoing	<input type="checkbox"/>
5. Explore working with the ISD to develop an Incubator Program	Farley/ FISD	Q1 2025	Ongoing	<input type="checkbox"/>

2

## Goal #2: Property Development

To Identify properties for development and redevelopment opportunities

Strategies	Who's Responsible?	Start Q/Yr	End Q/Yr	Metric/KPI
1. Compile property inventory and identify development potential	Hire consultant	Q3 2023	Q2 2024	<input type="checkbox"/>
2. Donald Preston Drive Development	TIRZ Board & Staff	Q3 2023	Ongoing	<input type="checkbox"/>
a. 380 Agreement	City Staff	Q3 2023	Q3 2023	<input type="checkbox"/>
b. Explore Potential EDC participation	EDC Board	Q1 2024	Ongoing	<input type="checkbox"/>
3. Central Business Development: review & update existing plan	City Council & EDC Board	Q1 2024	Ongoing	<input type="checkbox"/>
4. Redevelop Main Street Plan	City Staff & EDC Board	Q1 2024	Q2 2024	<input type="checkbox"/>
a. Identify existing downtown properties for potential purchase & redevelopment	Hire consultant	Q3 2024	Q4 2024	# of properties identified: _____
b. Collaboration with FISD	Danielle & EDC Board	Q1 2025	Ongoing	<input type="checkbox"/>
c. Explore potential as Central Business District Development	City Council & EDC Board	Q1 2024	Ongoing	<input type="checkbox"/>
d. Conduct a driving tours of exact city limits	Danielle & Executive Board	Q3 2023	Q4 2024	<input type="checkbox"/>



3

## Goal #3: Business Recruitment

To develop & execute a robust business recruitment plan

Strategies	Who's Responsible?	Start Q/Yr	End Q/Yr	Metric/KPI
1. Complete a Target Industry Analysis - Identify consultant - Solicit and evaluate proposals - Select & hire consultant	Danielle	Q3 2023	Q3 2023	<input type="checkbox"/> Did we secure a TIA?
2. Attend Site Selection Events	Danielle	Q3 2023	Ongoing	# of Site Selection Events attended in 2023: _____ # of Site Selection Events attended in 2024: _____ # of Site Selection Events attended in 2025: _____
3. Coordinate with the Governor's Office	Danielle	Q3 2023	Ongoing	# of calls or visits in 2023: _____ # of calls or visits in 2024: _____ # of calls or visits in 2025: _____
4. Join SEDC (Southern Economic Development Council) and attend their Annual Conferences	Danielle	Q3 2023	Annually	<input checked="" type="checkbox"/> Did we attend in 2023? <input type="checkbox"/> Did we attend in 2024? <input type="checkbox"/> Did we attend in 2025?
5. Target Specific Industries identified by TIA: Consider a Hotel & Convention Center Coordinate with Retail Coach	Board	Q2 2024	Ongoing	<input type="checkbox"/>



## Goal #4: **Branding & Marketing**

To Rebrand and create an Economic Development Marketing Campaign




Strategies	Who's Responsible?	Start Q/Yr	End Q/Yr	Metric/KPI
1. Identify our Brand	Board	Q3 2023	Q4 2023	
* Must coincide with our Mission + Vision				
* Engage with marketing consultant				
* Explore various types of EconDev marketing				
* Coordinate with results from TIA				
2. Create robust Economic Development website	Danielle	Q4 2023	Q1 2024	
* Engage a website developer				



## Goal #5: **Organizational Management**

To streamline organizational operations to maximize efficiencies

Strategies	Who's Responsible?	Start Q/Yr	End Q/Yr	Metric/KPI
1. Board Development				
a. Create an onboarding process for new board members	Danielle & Board Chair	Q3 2023	Q4 2023	<input type="checkbox"/>
b. Conduct a bylaws review	EDC Board & Attorney	Q3 2023	Q4 2023	<input type="checkbox"/>
c. Ensure board development training	Individual Board members & Danielle	Q3 2023	Annually	<input type="checkbox"/>
d. Create Board Notebook	Danielle & Debbie	Q4 2023	Q2 2024	<input type="checkbox"/>
2. Staff Development				
a. Attend sales tax training	Danielle & other board & staff members	Q3 2023	Q3 2023	<input type="checkbox"/>
b. Danielle to take the EDI (Economic Development Institute) Course	Danielle	Q3 2023	Q2 2024	<input type="checkbox"/> Did Danielle graduate EDI?

Strategies	Who's Responsible?	Start Q/Yr	End Q/Yr	Metric/KPI
3. Educate and communicate with community	Danielle	Q3 2023	Ongoing	
a. Website				
b. Social Media				
4. Complete application and review process	Danielle & EDC Board	Q3 2023	Q4 2023	
5. Complete entry sign project	Danielle & EDC Board	Q3 2023	Q1 2025	% completed by Q1 2025: _____
a. Establish Landscaping Plan	City /Danielle/ Contractor			
b. Align design (Pending Logo decision)	City /Danielle/ Contractor			
c. Complete Construction	City /Danielle/ Contractor			



# 2023-2026 Strategic Plan

## Mission

**Community Focused... Future Ready**

## Vision

**Preserve. Enhance. Progress.**

## Goals

**Cultivate Relationships**

**Property Development**

**Business Recruitment**

**Branding & Marketing**

**Organizational Management**

## **AGENDA ITEM COMMENTARY – AGENDA ITEM #9**

### **ITEM TITLE**

Consider and take appropriate action on renewal of Patterson Park baseball facilities operating agreement with Frenship Youth Baseball

### **INITIATOR/STAFF INFORMATION SOURCE**

Randy Criswell, City Manager

### **BACKGROUND**

As you are aware, the baseball facilities in Patterson Park are currently managed by Frenship Youth Baseball in accordance with an Operating Agreement that was executed in January 2016. The Agreement was for a period of five (5) years and has automatic one-year renewal language. A copy of the current agreement is included as an exhibit. Council has recently requested this Agreement be reviewed, so staff has been doing so. The City Attorney has reviewed the agreement and suggested several changes, and I've also been working with Mr. Cary Saltee of Frenship Youth Baseball to review specific sections of the agreement. We both feel there are sections that need to be modernized or changed in other ways if we're going to continue with FYB as the operator.

It has come to my attention that at least one of you has received complaints about the condition of the concession stand and restrooms this past season. I wasn't aware of these concerns until they were recently shared with me. I advised Mr. Saltee of this, and he will be at the meeting on Monday to discuss FYB's methods for management of the facilities. I also suggested he be prepared to share any other information he feels pertinent with regard to how FYB has performed in accordance with the agreement.

### **EXHIBITS**

FYB January 2016 Operating Agreement

### **COUNCIL ACTION/STAFF RECOMMENDATION**

Council discretion

## **KNOW ALL MEN BY THESE PRESENTS**

WHEREAS, the City of Wolfforth, Texas, (hereinafter "City") desires to enter into an operating agreement for the baseball facilities situated at Patterson Park, Wolfforth, Texas, (hereinafter "Facility") with Frenship Baseball, Inc. a.k.a. Frenship Youth Baseball, a non-profit Corporation (hereinafter "League") as follows, to-wit:

### **RENTAL PAYMENT:**

#### **I.**

1.1 LEAGUE agrees to pay to the CITY the sum of \$10,000.00 for the use of the baseball complex, including Fields 1, 2, 3, 4 and 5. The \$10,000.00 may be paid in two installments, with \$5,000.00 payable on or before April 15 of each year during the term of this Agreement and the remaining \$5,000.00 payable on or before July 15 of each year during the term of this Agreement. The CITY shall be responsible for paying the utility bills for the facility. In the event the utility bills during any calendar year during the term of this Agreement exceed \$10,000.00, the LEAGUE shall pay any additional utility charges within thirty (30) days after the CITY invoices the LEAGUE. In the event the utility bills during any calendar year during the term of this Agreement are less than \$10,000.00, the CITY shall retain the balance. The CITY will provide the LEAGUE with the amounts of the utility bills as requested by the LEAGUE.

1.2 The President of LEAGUE agrees to communicate with City Officials on a regular, monthly basis, informing them of the financial condition of the league.

### **SCHEDULING**

#### **II.**

2.1 The LEAGUE shall have first right of access to the Facility from February 1 through September 30 during each year during the Term of this Agreement. The LEAGUE shall submit its practice schedules to the City Secretary by February 1 of each year during the term of this Agreement. The LEAGUE shall submit its game schedules to the City Secretary by March 1 of

each year during the term of this Agreement. The City Secretary shall keep a calendar of all events which he/she shall make available to any person upon request.

2.2 CITY reserves the right to schedule events at the Facility as long as such events do not conflict with the schedules provided to the City Secretary by the LEAGUE by March 1 of each year of this Agreement. CITY will contact the LEAGUE by electronic mail at President@FyWVSSA.org prior to scheduling any event at the Facility from February 1 to September 30 during the term of this Agreement. If the LEAGUE does not respond within three business days of the date the CITY sends the email regarding the scheduling of an event, the CITY may schedule that event. The LEAGUE will not be able to use the Facility or reserved fields once an event is scheduled by the City Secretary in accordance with this paragraph.

2.3 The LEAGUE shall not schedule any games, tournaments or other events from October 1 to January 30 under this Agreement. If the LEAGUE desires to use the Facility for any purpose from October 1 to January 30, it must contact the City and make specific arrangements for that use. If the utility bills for that calendar year have not exceeded \$10,000.00, the LEAGUE will not owe the CITY any amount of the addition utility usage. If the utility bills have exceeded \$10,000.00 for that calendar year or the scheduled event causes the utility bills for that calendar year to exceed \$10,000.00, the LEAGUE will be responsible for those charges as set forth in paragraph 1.1 above.

2.4 If the LEAGUE uses the Facility, facilitates the use of the Facility or allows the use of the Facility outside of the scheduling procedure set forth in paragraphs 2.1 and 2.3 above, the LEAGUE agrees to pay the CITY an addition \$1,000.00 for each day the LEAGUE uses the Facility, facilitates the use of the Facility or allows the use of the Facility outside of the scheduling procedure set forth above. The LEAGUE will make such payment to the City within thirty (30) days of receipt of an invoice from the CITY.

2.5 The parties agree that the CITY shall have the prior right to use the facilities in connection with the annual Wolfforth Harvest Festival, Fourth of July celebration, BBQ Cook-



off, National Night Out, and Balloon Roundup. LEAGUE may not schedule any activities during Harvest Festival, Fourth of July, BBQ Cook-off, National Night Out, or Balloon Roundup without the City Council's written consent.

**OPERATION OF THE CONCESSION STAND:  
III.**

3.1 LEAGUE agrees to operate the concession stand in a prudent, good and workmanlike manner. LEAGUE shall utilize only those electrical appliances and equipment presently in use, and no other appliances and/or equipment shall be installed without the consent of CITY. LEAGUE shall deposit with the CITY, in an interest bearing account, upon execution hereof, an amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) (hereinafter, "the deposit"). The deposit is to ensure that the Facility, together with all appliances and equipment owned by the City shall be returned in good operating condition, and thoroughly cleaned. LEAGUE shall be entitled to a return of some or all of the deposit if:

- a. An inspection is conducted by the City Manager, within ten (10) days after the last regularly scheduled baseball game is concluded; and
- b. The City Manager determines that no cleaning, repairs, or replacements are necessitated.

**TERM:  
IV.**

4.1 The Initial Term of this Agreement shall commence on the 1<sup>st</sup> day of January, 2016 and expire on the 31<sup>st</sup> day of December, 2020. (Initial Term). The Agreement shall renew at the end of the Initial Term and each Subsequent Term for a period of one year (Subsequent Term) unless a party provides written notice of termination at least sixty (60) days before the end of the then current term.

**USAGE:  
V.**

5.1 LEAGUE shall be permitted to utilize the Facility only for the purpose of Frenship Youth Baseball and activities directly related thereto.

**SUBJECT TO:  
VI.**

6.1 This Agreement is subject to all existing and future applicable State and Federal acts and regulations.

**UTILITIES:  
VII.**

7.1 LEAGUE is forbidden to alter existing electrical wiring systems, water lines or any other utilities, without prior approval from the City.

**MAINTENANCE:  
VIII.**

8.1 LEAGUE shall clean up trash each day the fields are utilized by the LEAGUE, and shall prevent garbage, refuse, junk, discarded or unused material from accumulating on the Facility. Additionally, LEAGUE shall remove from the Facility all debris and trash immediately after any activity. Further, all bathrooms shall be kept clean and shall be properly furnished with paper goods at all times. The concession stand and press box shall be maintained in a clean and orderly manner. IN THE EVENT THE CITY MANAGER DETERMINES THAT THE FACILITIES ARE NOT BEING MAINTAINED AS REQUIRED, THE CITY MANAGER SHALL GIVE LEAGUE AT LEAST THREE (3) DAYS WRITTEN NOTICE PRIOR TO A HEARING TO BE HELD BEFORE THE CITY COUNCIL. IF AT THE HEARING IT IS DETERMINED THAT THE FACILITIES ARE NOT BEING PROPERLY MAINTAINED, THE CITY COUNCIL SHALL HAVE THE OPTION OF TERMINATING THIS LEASE UPON TEN (10) DAYS WRITTEN NOTICE TO LEAGUE.

8.2 All motor driven equipment shall be kept secured within an enclosure except when in actual use. At no time will persons under the age of seventeen (17) be allowed to operate any motor driven equipment in the park area.

8.3 LEAGUE shall maintain the fields during the contract period, including mowing and irrigation. The LEAGUE shall abide by all City of Wolfforth irrigation restrictions, including limitations imposed by Ordinance No. 359, Landscaping Irrigation Systems, and Ordinance No. 435, Drought Contingency Plan. Fields may be irrigated on Tuesdays and Saturdays, between the hours of 8:00 p.m. and 10:00 a.m. The CITY shall retain the right to approve and control field maintenance as it alone shall deem proper. If the City is required to water, irrigation shall be scheduled for Wednesdays, so as not to interfere with Frenship Youth Baseball league play.

**AUTOMOBILE PARKING:**  
**IX.**

9.1 Parking shall be in designated areas with marked no parking enforced in accordance with appropriate City Ordinance(s). No signs or appurtenances shall be placed upon structures on leased Facility without prior approval of the CITY. Locks at the park facilities may not be changed unless the LEAGUE has obtained the written consent of the City Manager. The CITY shall at all times be provided with current copies of all keys to all facilities located at the park.

9.2 Automobile parking shall be allowed inside the baseball complex for deliveries only. Parking shall be limited to a reasonable period of time to permit loading and unloading.

**SIGNS:**  
**X.**

10.1 All advertising shall meet CITY'S approval, front and back, which approval shall not be unreasonably withheld. All advertising signs shall be removed two (2) weeks after the last regularly scheduled activity, but no later than the 15th day of November during each year during the term of this Agreement.

**GARBAGE:**  
**XI.**

11.1 The CITY shall provide a minimum basic dumpster and service thereof during the term hereof. The CITY will maintain dumpsters in the complex adequate to meet the needs of the

LEAGUE.

**SUBLEASING PROHIBITED:  
XII.**

12.1 LEAGUE shall not sublease the Facility without prior written consent of the CITY.

**ASSIGNMENT:  
XIII.**

13.1 LEAGUE shall not assign, transfer or convey any of its rights, responsibilities or duties to any person, firm or corporation without the expressed consent of the Lessor.

**INSURANCE COVERAGE:  
XIV.**

14.1 During the term of the lease, LEAGUE shall maintain in full force and effect insurance not less than the amounts hereinafter specified, insuring the CITY against public liability, products liability, property damage, and general liability. LEAGUE shall, prior to taking possession of the leased Facility, furnish CITY a duplicate copy of insurance covering the foregoing in an amount not less than FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00) for property damage, and not less than ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00) for personal injuries, death, or general liability arising out of any one accident or other cause.

**INDEMNITY:  
XV.**

15.1 LEAGUE shall indemnify, defend and hold harmless the CITY, its officers, agents and employees from any and all liabilities, claims, demands, actions, losses, damages and costs, including all cost of defense thereof causing by or arising out of, or in any way relating to LEAGUE'S use of the leased Facility or occurring on the leased Facility during the terms of this lease, including claims, liabilities and actions based upon nuisance. Upon demand, LEAGUE shall, at its own expense, defend the CITY, its officers, agents and employees against any and all

such liabilities, claims, demands, actions, losses, damages and costs.

**AS IS CONDITION:**

**XVI.**

16.1 The Facility are leased in an "as is" condition without warrant of its fitness for the use set forth in this Agreement. Prior to the execution of this Agreement, the Facility shall be inspected jointly by the parties hereto and execution hereof conclusively evidences inspection and acceptance of the Facility by LEAGUE.

**TERMINATION PRIOR TO EXPIRATION DATE:**

**XVII.**

17.1 In addition for the right to terminate for lack of maintenance, the CITY shall have a right to terminate this lease in whole or in part upon the breach of this Agreement by the LEAGUE for failure to perform and/or keep or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this lease, after the expiration of a fifteen (15) day period following a request for compliance given by the City Manager to the LEAGUE; addressed to, or hand delivered to the League President. In the event the LEAGUE holds or allows an event to take place at the Facility in violation of Section II of this Agreement, allows another entity to use the Facility or subleases the Facility, the CITY may immediately terminate this Agreement by providing written notice to the LEAGUE that this Agreement is terminated.

**RIGHTS AFTER TERMINATION:**

**XVIII.**

18.1 If termination occurs prior to expiration date, the CITY shall have the right (unless otherwise specified in the Termination Notice), at once and without further notice to the LEAGUE, to enter and to take possession of the Facility and expel, oust or remove any and all parties who occupy any portion of the Facility covered by this lease; the CITY may take into its possession any and all goods and chattels belonging to the LEAGUE which may be in or upon same without liability for prosecution or any claim for damages. Upon termination by the CITY,

all rights, powers and privileges of the LEAGUE shall cease and the LEAGUE shall immediately vacate any and all space occupied by it under this lease. LEAGUE shall be permitted to reclaim merchandise and other of its personal property which it placed upon the Facility and which is not affixed thereto, all in a manner and at a time mutually agreed upon by the parties hereto.

**BREACH:  
XIX.**

19.1 Without waiving the foregoing, any breach of this lease by LEAGUE shall entitle the City to all rights, remedies, and privileges allowed by law.

**SURRENDER:  
XX.**

20.1 At the expiration of the term of this lease, LEAGUE shall peaceably deliver possession of the "leased Facility" to Lessor in as good condition as at the commencement of the lease, normal wear and tear excepted.

**CO-PARTNERSHIP DISCLAIMER:  
XXI.**

21.1 Nothing in the Agreement is intended or shall be construed to create or establish the relationship of a joint-venture, partnership or co-partners between the parties hereto, or as constituting the LEAGUE as an agent or representative of the CITY for any purpose or in any manner whatsoever.

**NOTICES:  
XXII.**

22.1 Any notice to the CITY shall be sufficient if sent by certified mail, postage prepaid, addressed to the City Manager, City of Wolfforth, P.O. Box 36, Wolfforth, TX 79382, or hand delivered and receipted for by the City Manager. Any notices to the LEAGUE shall be sufficient if sent by certified mail, postage prepaid, addressed to Frenship Youth Baseball, Attn: Eric Knight, P.O. Box 655, Wolfforth, TX 79382, or any officer of Frenship Youth Baseball, and

properly receipted.

**TIME OF ESSENCE:  
XXIII.**

23.1 Time is of the essence and all of the terms and provisions of this agreement shall extend to, be binding upon, and inure to the benefit of the respective parties hereto.

**NON-DISCRIMINATION:  
XXIV.**

24.1 No person, on the grounds of race, color, sex, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities. However, it is understood by CITY and LEAGUE that the park was developed for residents of the City of Wolfforth. In no event may the LEAGUE implement any program or policy which would or might favor the participation of participants from outside of the City of Wolfforth or limit the ability of residents of the City of Wolfforth to participate.

**MISCELLANEOUS:  
XXV.**

25.1 This lease and the covenants shall be binding upon both parties hereto.

**NUISANCE:  
XXVI.**

26.1 No utilization will be made of the Facility that shall create a nuisance.

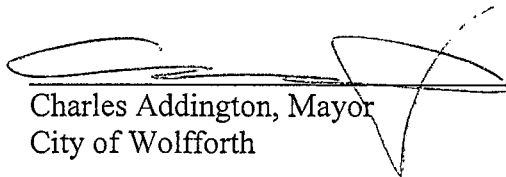
**ALCOHOLIC BEVERAGES:  
XXVII.**

27.1 No alcoholic beverages shall be allowed in Patterson Park, of which the baseball complex is a part. Wolfforth City Ordinance No. 190 will be strictly enforced.

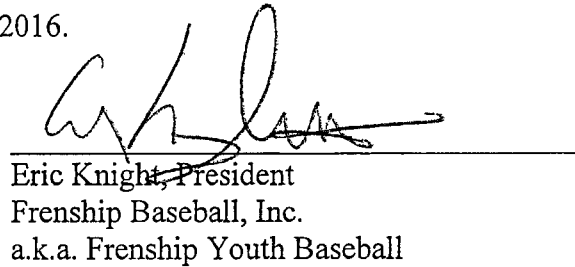
**INVENTORY:  
XXIII.**

28.1 An inventory of all property, fixtures and appliances at the baseball facility shall be made prior to the inception of this lease, with a copy thereof being attached hereto, initialed for identification by the CITY and LEAGUE and incorporated here as though copied at this point verbatim.

EXECUTED this 29<sup>th</sup> day of January, 2016.



Charles Addington, Mayor  
City of Wolfforth



Eric Knight, President  
Frenship Baseball, Inc.  
a.k.a. Frenship Youth Baseball



## **AGENDA ITEM COMMENTARY - AGENDA ITEM #10**

### **ITEM TITLE**

Consider and take appropriate action on Harvest Phase 1 Final Plat Amendment.

### **INITIATOR/STAFF INFORMATION SOURCE**

Tara Tomlinson, Director of Development Services

### **BACKGROUND**

The attached plat has been reviewed by third parties and meets the City's ordinances for approval with the following comments to be addressed.

### **EXHIBITS**

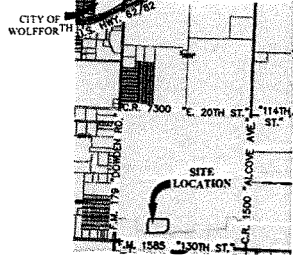
1. Harvest Phase 1 Amended Plat

### **SUMMARY**

This request is for an amendment to the approved Harvest Phase 1 Final Plat. The City of Wolfforth accepted the responsibility of the lift station that is part of Tract A when Phase 1 was completed. South Plains Electric will not assign accounts based on meter numbers, but by address alone. Since the meter for the lift station is on the same tract as the meter for the water well, we are not able to split the responsible parties. The amended plat has a separate tract for the lift station that is dedicated in this document to the City of Wolfforth. Once the plat is filed, an address can be assigned to the lift station with the expectation of the City of Wolfforth to take over the account.

### **COUNCIL ACTIONS/STAFF RECOMMENDATIONS**

Staff recommends approval of Harvest Phase 1 plat amendment.

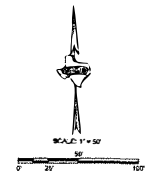


VICINITY MAP  
NOT TO SCALE

# HARVEST TRACT "A-1" AND "A-2"

A REPLAT OF TRACT "A" OF  
HARVEST, LOTS 1 THROUGH 114 AND TRACT "A",  
AN ADDITION TO THE CITY OF  
WOLFORTH, LUBBOCK COUNTY, TEXAS

(PLAT PREVIOUSLY RECORDED IN COUNTY CLERK'S  
PLAT AND INSTRUMENT NUMBER 200886 OF  
THE OFFICIAL PUBLIC RECORDS OF  
LUBBOCK COUNTY TEXAS)



## NOTES:

1. HEAVY LINES INDICATE PLAT LIMITS.
2. ALL STREETS, ALLEYS, AND EASEMENTS WITHIN PLAT LIMITS ARE HEREBY DEDICATED, UNLESS NOTED OTHERWISE.
3. NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAT UNLESS AN EXCEPTION IS PROVIDED BY THE CITY COUNCIL, POLICY OR BY THE CITY OF WOLFORTH CODE OF ORDINANCES.
4. ALL UTILITY SERVICE SHALL BE IN ACCORDANCE WITH THE "UNDERGROUND UTILITIES POLICY" STATEMENT BY THE CITY COUNCIL OF THE CITY OF WOLFORTH, TEXAS AND THE PROVISIONS OF SECTION 15.08.05 OF THE CITY OF WOLFORTH CODE OF ORDINANCES.
5. ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE THE SUBDIVIDER'S EXPENSE. COMPENSATION SHALL BE MADE PRIOR TO RECORDING OF THIS FINAL PLAT.
6. ALL EXISTING OR PROPOSED UTILITY SERVICES TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE CONTAINED IN THE PUBLIC RIGHT-OF-WAY AND PUBLIC OR PRIVATE UTILITY EASEMENTS. UTILITY SERVICE INSTALLATION REQUESTED AT A FUTURE DATE AND NOT WITHIN AN EASEMENT INDICATED BY THIS PLAT SHALL BE WITHIN A PROPER UTILITY EASEMENT GRANTED BY THE OWNER OF SAID PROPERTY BY SEPARATE RECORDED INSTRUMENT PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH EASEMENTS SHALL BE AT THE EXPENSE OF THE ENTITY REQUESTING SUCH INSTALLATION.
7. ALL EASEMENTS HEREBY GRANTED SHALL ENTITLE THE CITY OR THE UTILITY COMPANY USING SUCH EASEMENTS TO THE RIGHT TO REMOVE, REPAIR OR REPLACE ANY LINES, PIPES, CONDUITS, OR POLES WITHIN SUCH EASEMENTS AS MAY BE DETERMINED BY THE CITY OR UTILITY COMPANY WITHOUT THE CITY OR UTILITY COMPANY BEING RESPONSIBLE OR LIABLE FOR THE REPLACEMENT OF IMPROVEMENTS, PAVING OR SURFACING OF THE EASEMENT NECESSITATED BY SUCH REPAIR, REMOVAL, OR REPLACEMENT. EASEMENTS IS OBLIGATED OR INTENDED FOR VEHICULAR PASSAGE (UTILITY AND EMERGENCY) OR PEDESTRIAN ACCESS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED.
8. ANY EASEMENTS OR RIGHTS-OF-WAY SHOWN AS "TO BE DEDICATED BY SEPARATE INSTRUMENT" ARE SHOWN ON THE PLAT FOR INFORMATION PURPOSES ONLY. THESE PLAT DOES NOT DEDICATE SAID EASEMENTS.
9. MINIMUM FLOOR ELEVATIONS SHALL CONFORM TO THE REQUIREMENTS OF THE CITY DRAINAGE DESIGN MANUAL AND SECTION 15.08.05 OF THE CITY OF WOLFORTH CODE OF ORDINANCES.

COON = COUNTY CLERK'S FILE NUMBER  
P&O = PLAT AND DEDICATION (COON)  
DRE = DRAINAGE EASEMENT  
R.O.W. = RIGHT-OF-WAY  
SEE = SANITARY SEWER LINE EASEMENT  
LUB = UNDERGROUND UTILITY EASEMENT  
ALL CORNERS MONUMENTED WITH A 1/2" IRON ROD WITH CAP MARKED "AND ENGINEERED" UNLESS OTHERWISE SPECIFIED.  
BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH BENTONAL ZONE, AS DETERMINED BY A POINT OF ORIGIN LOCATED AT NORTHWEST 7340 AND 23 AND EASTING 8953.033. THE CONVERGENCE ANGLE TO TRUE NORTH IS 0.011° N. 46.29' AND THE COMBINED SCALE FACTOR IS 0.999999. DISTANCES AS SHOWN HEREON ARE AT SURFACE. IN U.S. SURVEY FEET.  
THESE PLAT LIMITS CONTAIN 8.384 ACRES OF LAND.  
DESCRIPTION OF THESE PLAT LIMITS ARE ON A SEPARATE DOCUMENT, OF SAME DATE, HEREWITH.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE CITY COUNCIL OF THE CITY OF WOLFORTH, TEXAS.

APPROVED:

Mayor

Attest

CITY SECRETARY

KNOW ALL MEN BY THESE PRESENTS

THAT I, LANDON MERRITT, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM A CORNER AND ADEQUATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS AND OR CITY CONTROL STATION, HEREON SHOWN PROPERLY PLACED UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF WOLFORTH, TEXAS.

REGISTERED PROFESSIONAL LAND SURVEYOR # 6466  
LUBBOCK, TEXAS

SURVEYED FEBRUARY 22, 2024

SECTION 17, BLOCK 16, N.E. & W.T. 10N, 00 SURVEY, ARIST 10, 20

**AMD**  
ANDERSON MERRITT DUNN, LLC  
1015 10th Street, Suite 310  
Lubbock, TX 79401  
Phone: 806-771-1000  
Fax: 806-771-1000  
Toll-free: 1-800-451-1000

CIVIL ENGINEERING  
AND SURVEYING

Accuracy - Efficiency - Integrity

PROPERTY OWNER: 10TH STREET PARTNERS, LLC  
ADDRESS: 10TH STREET PARTNERS, LLC  
PHONE: 806-771-1000  
FAX: 806-771-1000  
E-MAIL: 10TH@10THSTPARTNERS.COM

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	43.00'	6.18'	19°32'28"	5.19'	S.21°15'42"W
C2	43.00'	36.05'	50°42'18"	28.62'	S.09°21'41"E
C3	43.00'	8.83'	5°02'20"	3.83'	S.3°38'09"E

## **AGENDA ITEM COMMENTARY - AGENDA ITEM #11-18**

### **ITEM TITLE**

Conduct a Public Hearing #1 concerning proposed annexation of Right-of-Way and City of Wolfforth Property.

### **INITIATOR/STAFF INFORMATION SOURCE**

Tara Tomlinson, Director of Development Services

### **BACKGROUND**

On September 1, 2023, the City of Wolfforth began the process of gathering dedication deeds and annexing city-owned property, along with street right-of-way. The following is the proposed annexation list:

- Right-of-way- Hwy 179 (CR 1400)- From 20<sup>th</sup> Street south to FM 1585
- Right-of-way- Flint Avenue- West side, from 15<sup>th</sup>/16<sup>th</sup> Street alley south to 17<sup>th</sup> Street along Saddleback Ranch
- Right-of-way- CR 7250- From Flint Ave east to Dowden Road (Hwy 179)
- City Property- BLK D6 SEC 31 AB 435 E/PT OF TRS 11-12 CASEY IND ACS (.29 Acres)

The proposed annexation is for streets already constructed and property the city already owned. This will help with city limit boundaries and emergency response jurisdiction. Letters were sent to TxDOT and Lubbock County on September 1<sup>st</sup> and a public hearing notice was sent to them on October 20<sup>th</sup>. Both groups had several members receive notifications. Utilities, railroads, and Frenship ISD were notified of the public hearing.

The first requirement is to conduct two Public Hearings. The city attorney has advised us that both public hearings can take place on the same day.

The second requirement is to adopt the annexation ordinance.

### **EXHIBITS**

1. Maps

### **COUNCIL ACTION/STAFF RECOMMENDATION**

1. Allow for the presentation from the applicant
2. Open the Public Hearing
3. Receive any public comments
4. Close the Public Hearing

## **AGENDA ITEM COMMENTARY - AGENDA ITEMS #11 -18**

### **ITEM TITLE**

Conduct a Public Hearing #2 concerning proposed annexation of Right-of-Way and City of Wolfforth Property.

### **INITIATOR/STAFF INFORMATION SOURCE**

Tara Tomlinson, Director of Development Services

### **BACKGROUND**

Per government requirements, two Public Hearings must be conducted. This is the second hearing. The following is the proposed annexation list:

- Right-of-way- Hwy 179 (CR 1400)- From 20<sup>th</sup> Street south to FM 1585
- Right-of-way- Flint Avenue- West side, from 15<sup>th</sup>/16<sup>th</sup> Street alley south to 17<sup>th</sup> Street along Saddleback Ranch
- Right-of-way- CR 7250- From Flint Ave east to Dowden Road (Hwy 179)
- City Property- BLK D6 SEC 31 AB 435 E/PT OF TRS 11-12 CASEY IND ACS (.29 Acres)

The other requirement is to adopt the annexation ordinance. The City owned land Ordinance is agenda item #19 tonight. The Ordinances for the ROW annexations will be on the December 4 Agenda

### **EXHIBITS**

1. Maps
2. Ordinance

### **COUNCIL ACTION/STAFF RECOMMENDATION**

1. Allow for the presentation from the applicant
2. Open the Public Hearing
3. Receive any public comments
4. Close the Public Hearing
5. Staff recommends adoption of the Ordinance as presented.

## Proposed Annexation of Right-of-Way-Flint Ave



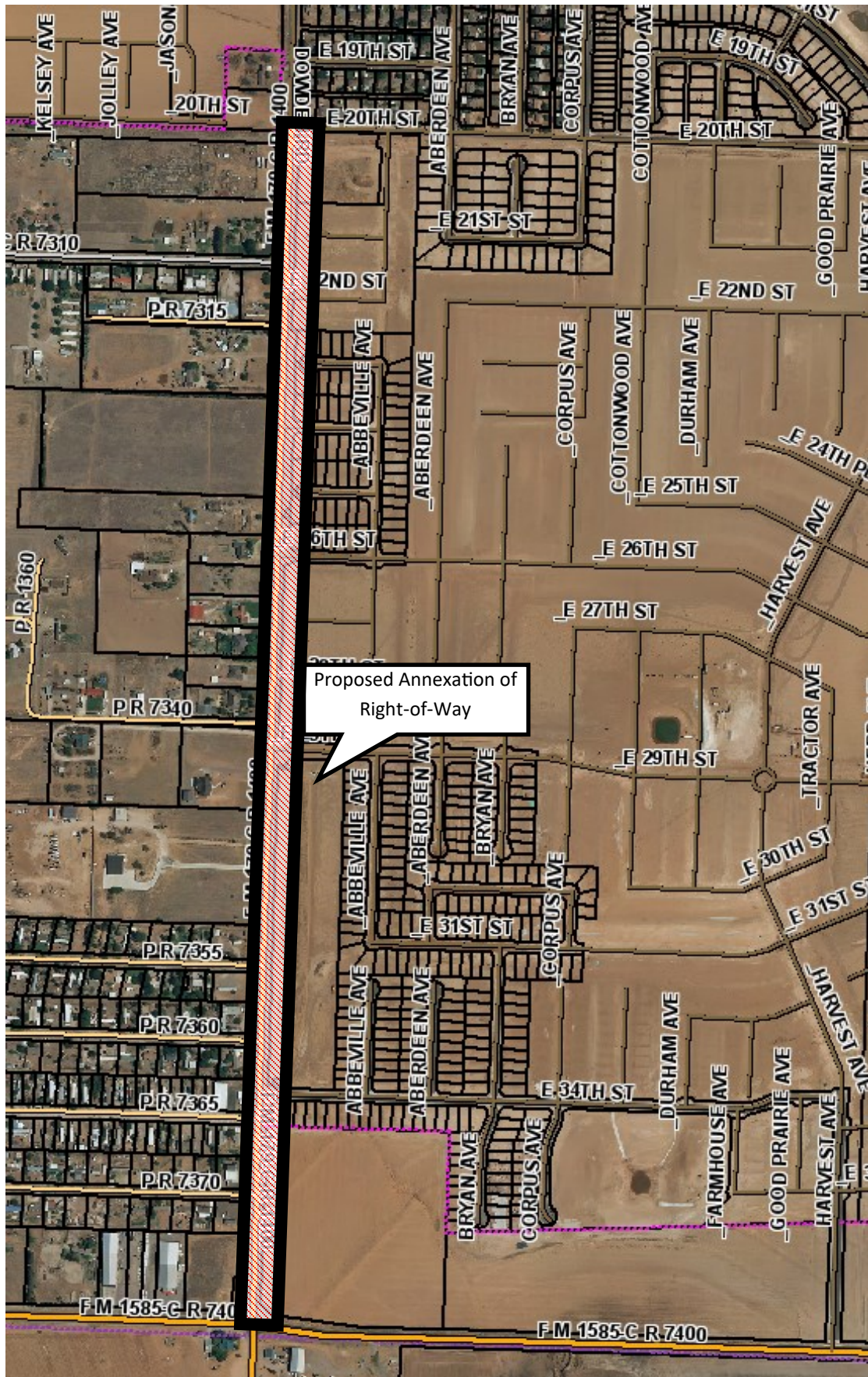


# Proposed Annexation of Right-of-Way-CR 7250



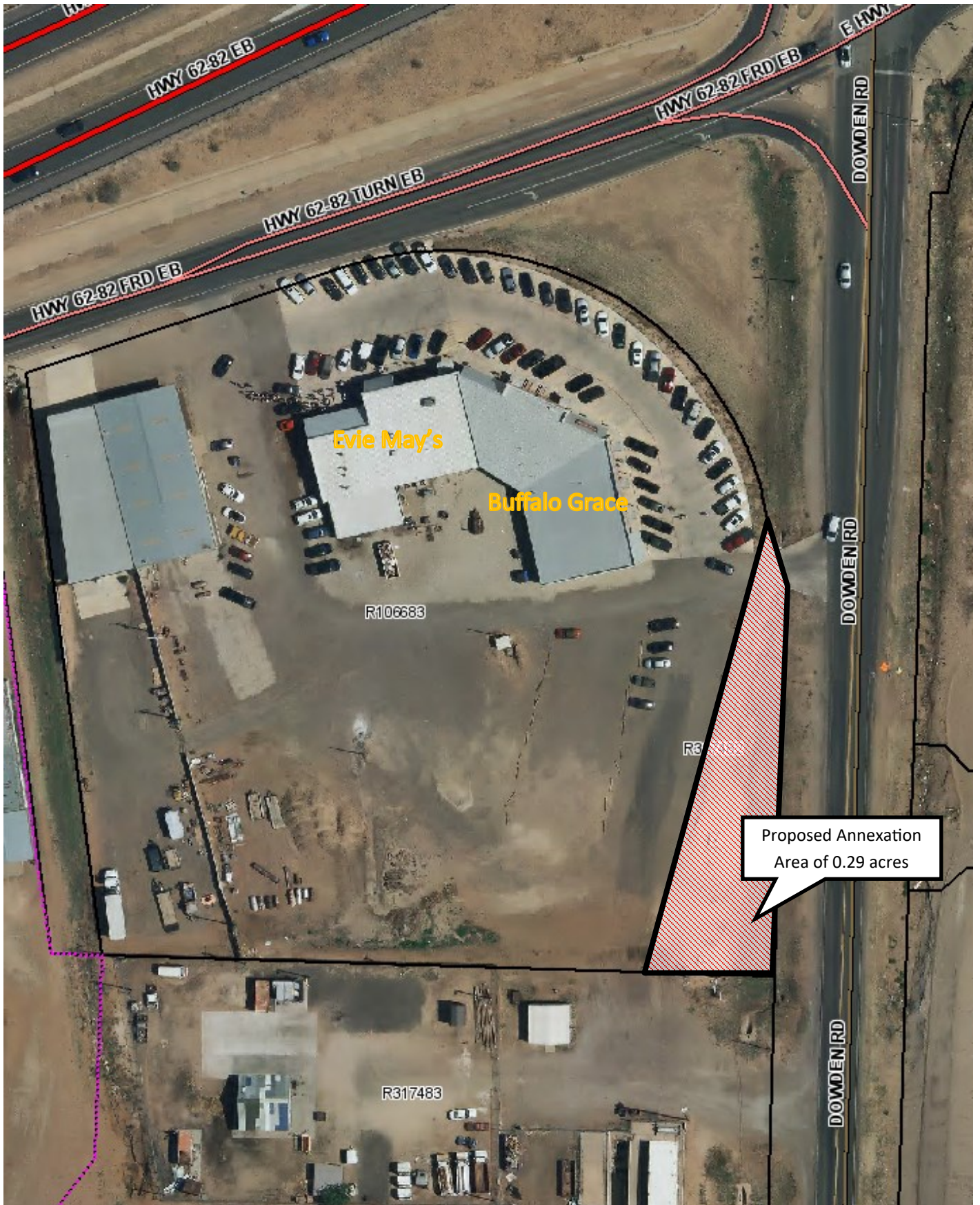


# Proposed Annexation of Right-of-Way-Hwy 179





## Proposed Annexation of Land-0.29 Acres





**ORDINANCE NO. 2023-027**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF WOLFFORTH; EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE HEREINAFTER DESCRIBED PROPERTY WITHIN THE CITY LIMITS; GRANTING TO THE TERRITORY AND TO ALL FUTURE INHABITANTS ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF SAID CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City owns an approximately 0.31 acre tract of land with the legal description of BLK D6 SEC 31 AB 435 E/PT OF TRS 11-12 CASEY IND ACS: .31, Lubbock County, Texas (the "Property");

WHEREAS, the Property is within the Wolfforth extraterritorial jurisdiction;

WHEREAS, the City has prepared a service plan for the tract which is available at City Hall;

WHEREAS, on October 20, 2023, the City published notice of hearing on the annexation;

WHEREAS, the City Council, following a public hearing, approved the annexation of the Property at their meeting on November 6, 2023 and

WHEREAS, after hearing the arguments for and against the annexation, the Wolfforth City Council voted to annex the Property into the City.

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

SECTION 1: That the property described in Exhibit "A" attached hereto and incorporated by reference is hereby annexed into the City, and the boundary limits to the City are hereby extended to include the described territory within the city limits of the City. The annexed property and the future inhabitants thereof shall hereafter be entitled to all rights and privileges of other citizens of the City and shall be bound by the acts and ordinances of the City.

SECTION 2: That the municipal service plan for the herein annexed territory attached hereto as Exhibit "B" is hereby adopted.

SECTION 3: This ordinance shall become effective upon its final passage.

SECTION 4: That the City Secretary is hereby directed to file with the county clerk and other appropriate officials and agencies, as required by state and federal law and city annexation procedures, certified copies of this ordinance.

PASSED and approved on this the 6<sup>th</sup> day of November 2023.

---

Doug Hutcheson, Mayor Pro Tem

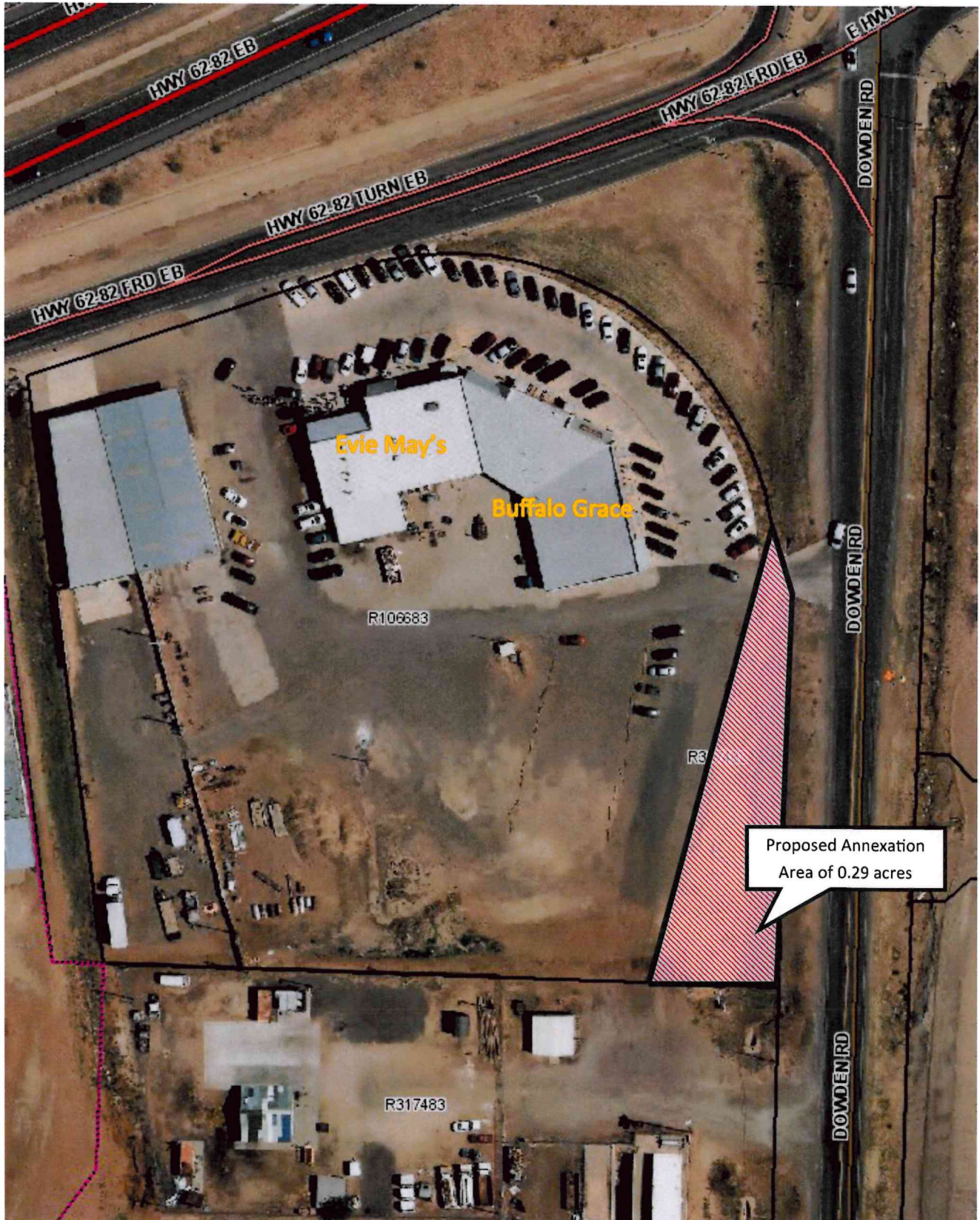
ATTEST:

---

Terri Robinette, City Secretary

## Exhibit A

### Proposed Annexation of Land-0.29 Acres



## **AGENDA ITEM COMMENTARY – AGENDA ITEM #20**

### **ITEM TITLE**

Consider and take appropriate action on upcoming vacancy on Wolfforth EDC Board of Directors

### **INITIATOR/STAFF INFORMATION SOURCE**

Randy Criswell, City Manager

### **BACKGROUND**

Included with this item is a letter of resignation dated October 24, 2023 from Debbie Perkey. Mrs. Perkey's resignation from the EDC Board of Directors will be effective on December 31. We are planning an item for the first Council meeting in December to allow for recognition of Mrs. Perkey for her service on the Board. In the meantime, we will need to begin the discussion for her replacement. As a reminder, the other members of the EDC Board are Joel Robinett (President), Glen Fricke, Russell Thomason, Farley Reeves, Steve Deaton, and myself.

Staff is prepared to assist however is needed.

### **EXHIBITS**

Perkey resignation letter

### **COUNCIL ACTION/STAFF RECOMMENDATION**

Council discretion



Wolfforth City Council  
Wolfforth Economic Development Corporation

October 24, 2023

Dear City Council and EDC,

Please accept this letter as my resignation from the Wolfforth EDC Board, effective December 31, 2023.

I have thoroughly enjoyed participating on this board and witnessing Wolfforth's growth. During my time on the board, the EDC worked to complete projects for the benefit of the community, and it was great to see all the positive results. The existing EDC board is filled with talented individuals who work tirelessly to help Wolfforth grow and the Executive Director is well on her way to becoming a spectacular economic development professional. The EDC board is in excellent hands.

Since my retirement, I am no longer actively connected with either the business or development community or city government. I believe my ability to be a contributing member of the board is declining, and I think the EDC and the City would benefit from a new EDC board member with a more current skill set and active connections.

It has been a privilege, and best of luck with all future EDC endeavors.



Debbie Perkey

## **AGENDA ITEM COMMENTARY – AGENDA ITEM #21**

### **ITEM TITLE**

Consider and take appropriate action on Resolution casting votes for the Lubbock Central Appraisal District Board of Directors

### **INITIATOR/STAFF INFORMATION SOURCE**

Randy Criswell, City Manager

### **BACKGROUND**

Provided as an exhibit to this item, you will find a letter from Tim Radloff, Chief Appraiser of LCAD, providing information for the election of Directors for the Lubbock Central Appraisal District Board of Directors. There are five candidates on the ballot, and based on Wolfforth's total appraised valuation of property, we have 40 votes to cast. The votes may be cast any way you choose.

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

Staff is prepared to assist however is needed.

### **EXHIBITS**

Information from LCAD

### **COUNCIL ACTION/STAFF RECOMMENDATION**

Council discretion

## RESOLUTION

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

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

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

**WHEREAS**, the Chief Appraiser has received timely nominations from voting taxing units, has prepared the following ballot of candidates for the Board of Directors, and has determined that the City of Wolfforth is entitled to cast 40 votes in the election of the District's Board of Directors;

**NOW THEREFORE:**

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

**THAT**, the 40 votes of the City of Wolfforth are cast for candidates for the Lubbock Central Appraisal District Board of Directors as follows:

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

**AND THAT**, a copy of this Resolution be submitted to the Chief Appraiser before December 15, 2023, in order that the votes of the City of Wolfforth may be counted.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Doug Hutcheson, Mayor Pro Tem

ATTEST:

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

# **2023 CALCULATION OF VOTES TO SELECT FIVE DIRECTORS FOR THE LUBBOCK CENTRAL APPRAISAL DISTRICT**

<b>TAXING UNIT</b>	<b>2022 LEVY</b>	<b>PERCENTAGE 2022 LEVY TOTAL LEVY</b>	<b>X 1000</b>	<b>X Number of Directors</b>	<b>Number of Votes</b>
<b>CITIES</b>					
Abernathy	176,405	0.03261%	0.33	5	2
Idalou	771,605	0.14263%	1.43	5	7
Lubbock	109,963,490	20.32673%	203.27	5	1,016
New Deal	291,911	0.05396%	0.54	5	3
Ransom Canyon	1,064,910	0.19685%	1.97	5	10
Shallowater	1,535,743	0.28388%	2.84	5	14
Slaton	1,476,289	0.27289%	2.73	5	14
Wolfforth	4,331,039	0.80059%	8.01	5	40
<b>SCHOOLS</b>					
Abernathy	1,172,940	0.21682%	2.17	5	11
Frenship	79,701,815	14.73287%	147.33	5	737
Idalou	4,424,575	0.81788%	8.18	5	41
Lorenzo	109,913	0.02032%	0.20	5	1
Lubbock-Cooper	67,610,242	12.49774%	124.98	5	625
Lubbock	146,423,497	27.06636%	270.66	5	1,352
New Deal	6,684,207	1.23557%	12.36	5	62
Roosevelt	3,660,862	0.67671%	6.77	5	34
Shallowater	7,136,717	1.31922%	13.19	5	66
Slaton	7,333,595	1.35561%	13.56	5	68
Southland	8,094	0.00150%	0.02	5	0
<b>COUNTY</b>					
Lubbock County	97,101,770	17.94925%	179.49	5	897
<b>TOTALS</b>	<b>540,979,619</b>	<b>1.00000</b>	<b>1,000</b>		<b>5,000</b>



# LUBBOCK CENTRAL APPRAISAL DISTRICT

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

OFFICE OF THE  
CHIEF APPRAISER



October 20, 2023

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

Dear Dr. Addington:

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

**Each voting unit that chooses to cast its votes must vote in open meeting, report its vote by written resolution, and submit it to the chief appraiser before December 15, 2023.** It is important that the aforesaid method of voting, reporting of votes, and submission of the votes to the chief appraiser before the deadline be followed. A unit may cast all its votes for one candidate or may distribute the votes among any number of candidates named on the ballot.

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

**Before December 31, I will count the votes and officially declare elected the five candidates who received the largest vote totals.** I am required to notify all taxing units and all the candidates of the election results before December 31, 2023.

Additionally, I have enclosed another copy of the worksheet showing the calculation of the number of votes to which each taxing unit is entitled. Other details are contained in my letter to you of August 28, 2023.

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

Respectfully submitted,

A handwritten signature in black ink that reads "Tim Radloff". The signature is written in a cursive, flowing style.

Tim Radloff

Enclosures

cc: Randy Criswell  
Terri Robinette