

## **WOLFFORTH CITY COUNCIL AGENDA**

**April 17, 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 Salazar**

### **Pledge of Allegiance – Mayor Pro Tem Hutcheson**

### **Roll Call and Establish a Quorum**

### **Safety Review**

### **Public Comment**

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. Public 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 April 3, 2023**
- 2. Consider and take appropriate action on Monthly Reports for March 2023**

## **Items for Individual Consideration**

- 3. Consider and take appropriate action on report from Water Conservation Committee**
- 4. Consider and take appropriate action on Monthly Project Progress report from City Manager.**
- 5. Conduct a Public Hearing concerning an amendment to the Wolfforth Zoning Ordinance Section 205 – Conditional Use Review**
- 6. Consider and take appropriate action on Ordinance 2023-007**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING CITY OF WOLFFORTH ZONING ORDINANCE BY AMENDING ARTICLE 2 DEVELOPMENT REVIEW BY AMENDING SEC. 205. CONDITIONAL USE REVIEW ADDING APPROVAL BY THE CITY COUNCIL; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.**

- 7. Conduct a Public Hearing concerning proposed annexation of 100.367 acre tract of land in Section 24, Block AK, H.E. & W.T. RR. Co. Survey, Abstract No 885, Lubbock County, Texas further described as the southwest corner of 98<sup>th</sup> Street and Alcove Avenue.**
- 8. Consider and take appropriate action on Ordinance 2023-008**

**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.**

- 9. Consider and take appropriate action on proposed Safety Toe Footwear policy for Maintenance Department employees.**
- 10. Consider and take appropriate action on an Ordinance authorizing the issuance and sale of the City of Wolfforth, Texas Tax and Revenue Anticipation Note, Taxable Series 2023, and enacting other provisions related thereto.**
- 11. Consider and take appropriate action on contract with Missouri Petroleum Products Company LLC for 2023 Group Seal Coat Project.**
- 12. Consider and take appropriate action on Fire Rescue 1 agreement and proposal.**

### **13. Council Requests for Future Agenda Items**

### **14. 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: April 14, 2023 at 5:00 p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting.”



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Terri Robinette, City Secretary

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Date Notice Removed

**MINUTES OF A REGULAR MEETING  
CITY COUNCIL OF WOLFFORTH, TEXAS  
302 Main Street, WOLFFORTH, TX  
Monday, April 3, 2023, 6:00 p.m.**

**MEMBERS PRESENT:** Mayor Addington, Mayor Pro Tem Hutcheson; Council members Stout, Salazar, Cooper

**MEMBERS ABSENT:** McDonald

**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

**OTHERS PRESENT BY TEAMS:** City Attorney Mike Guevara, Evan Duvall - SafeBuilt

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

1. No comments were given during Public Comment
2. Item 3 - Consider and take appropriate action on authorization of monthly vehicle allowance in the amount of \$500 for the Assistant City Manager/Police Chief in lieu of a City-supplied vehicle was removed from Consent Agenda
3. Motion by Council member Cooper, second by Council member Stout to approve the Consent Agenda. Motion carried unanimously.
  - A. Consider and take appropriate action on minutes from March 20, 2023
  - B. Consider and take appropriate action on report concerning Police Department fleet
4. Motion by Council member Cooper, second by Council member Stout to approve a monthly vehicle allowance in the amount of \$500 for the Assistant City Manager/Police Chief in lieu of a City-supplied vehicle. Motion carried unanimously.
5. Motion by Council member Hutcheson, second by Council member Cooper to table item 4 - Consider and take appropriate action on contract with Overlook Land Group, LLC for water well acquisition. Motion carried unanimously.



6. Motion by Council member Hutcheson, second by Council member Stout to approve the contract with Overlook Land Group, LLC for elevated tank site that includes the City building iron fencing on two sides of the property. Motion carried unanimously.
7. Motion by Council member Cooper, second by Council member Hutcheson to approve the proposal as presented with AMD Engineering for services related to the elevated storage tank site platting. Motion carried unanimously.
8. Motion by Council member Stout, second by Council member Cooper to approve with conditions stated the Harvest Lots 971-1004 and 1024-1113 Final Plat. Motion carried unanimously.

A. Conditions

- i. Submittal of SWPPP Application and pay appropriate SWPPP fees for this development
  - ii. Per Documents required for recording of final plat Section 10.05.007
  - iii. City of Wolfforth Ordinance Sec 10.10 Improvements required prior to acceptance of final plat
  - iv. Subdivision improvement plans must be approved by the Texas Commission on Environmental Quality before any additional service will be available for connection
9. Motion by Council member Hutcheson, second by Council member Cooper to approve with conditions stated the Iron Horse Addition Lots 177-372 and Tracts E & G Preliminary Plat. Motion carried unanimously.

A. Conditions

- i. Submittal of SWPPP Application and pay appropriate SWPPP fees for this development
  - ii. Per Documents required for recording of final plat Section 10.05.007
  - iii. City of Wolfforth Ordinance Sec 10.10 Improvements required prior to acceptance of final plat
  - iv. Subdivision improvement plans must be approved by the Texas Commission on Environmental Quality before any additional service will be available for connection
10. Motion by Council member Cooper, second by Council member Hutcheson to approve Ordinance 2023-001.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING THE ZONING ORDINANCES BY AMENDING SEC. 14 SIGN REGULATION; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Motion carried unanimously.

11. Motion by Council member Cooper, second by Council member Stout to approve Ordinance 2023-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 8 OFFENSES AND NUISANCES BY ADDING ARTICLE 8.06 SEX OFFENDER RESTRICTIONS; RESTRICTING SEX OFFENDERS FROM GOING IN, ON, OR NEAR PLACES WHERE CHILDREN COMMONLY GATHER; ESTABLISHING AN OFFENSE; ESTABLISHING A PENALTY; PROVIDING FOR PROCEDURES TO APPLY FOR EXEMPTION OF THIS ORDINANCE; PROVIDING FOR AN AFFIRMATIVE DEFENSE; PROVIDING REPEALING AND SEVERABILITY CLAUSES; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion carried unanimously.

12. Motion by Council member Hutcheson, second by Council member Stout to appoint the following:
- A. Michael Adams and Rebekah Peer to the Planning and Zoning Commission
  - B. Rebekah Peer to the Board of Adjustment
  - C. Staff was directed to reach out to possible candidates for appointment to the TIRZ Board

Motion carried unanimously.

13. With no other business to come before the Council, motion was made by Council member Cooper, second by Council member Salazar to adjourn the meeting. Motion carried unanimously and the meeting was adjourned.

**PASSED AND APPROVED THIS THE 17TH DAY OF APRIL, 2023.**

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**Doug Hutcheson, Mayor Pro Tem**

**ATTEST:**

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**Terri Robinette, City Secretary**

## **March 2023 Report Summary**

New Permits: 23

Estimated Value: \$4,193,542

Harvest: 19

Preston Manor: 3

All single family homes

On going Residential Construction:

Ongoing Commercial Construction: 1

Completed Permits: 32

Harvest: 27

Frenship Mesa: 2

Fox Run: 1

Overlook: 2

Completed Construction March 2023

Inspection Name	Status	Resulted By	Project Address	Date Resulted	Applicant
Building Final (R)	Passed	Patrick Payne	306 Cowboy Ln	03/22/2023 at 09:00	D.R. Horton
Building Final (R)	Passed	Patrick Payne	403 E 31st Street	03/02/2023 at 10:54	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	405 E 31st Street	03/07/2023 at 09:28	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	409 E 31st Street	03/06/2023 at 11:33	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	411 E 31st Street	03/14/2023 at 12:18	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	311 E 31st Street	03/08/2023 at 15:08	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	505 E 31st Street	03/08/2023 at 15:08	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	2918 Bryan Avenue	03/06/2023 at 13:21	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	401 E 31st Street	03/15/2023 at 12:43	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	503 E 31st Street	03/17/2023 at 12:32	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	511 E 31st Street	03/08/2023 at 14:18	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	513 E 31st Street	03/15/2023 at 12:43	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	515 E 31st Street	03/09/2023 at 13:20	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	2901 Bryan Avenue	03/20/2023 at 11:57	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	2903 Bryan Avenue	03/21/2023 at 10:04	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	2902 Bryan Avenue	03/23/2023 at 11:40	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	2904 Bryan Avenue	03/23/2023 at 11:40	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	1902 Durham Avenue	03/28/2023 at 11:04	Dream Built Homes
Building Final (R)	Passed	Patrick Payne	1904 Durham Avenue	03/29/2023 at 11:24	Dream Built Homes
Building Final (R)	Passed	Patrick Payne	2001 Aberdeen Avenue	03/22/2023 at 11:55	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	2002 Aberdeen Avenue	03/23/2023 at 11:14	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	2003 Aberdeen Avenue	03/23/2023 at 11:14	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	2004 Aberdeen Avenue	03/23/2023 at 11:14	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	2005 Aberdeen Avenue	03/23/2023 at 11:14	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	2006 Aberdeen Avenue	03/23/2023 at 12:45	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	2007 Aberdeen Avenue	03/30/2023 at 11:24	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	2008 Aberdeen Avenue	03/30/2023 at 11:24	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	509 E 31st Street	03/17/2023 at 12:32	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	2009 Aberdeen Avenue	03/30/2023 at 11:24	Betenbough Homes
Building Final (R)	Passed	Patrick Payne	2010 Aberdeen Avenue	03/30/2023 at 11:24	Betenbough Homes
Building Final	Passed	Patrick Payne	208 Cowboy Lane	3/30/2023	Milestone Homes Inc.
Building Final	Passed	Patrick Payne	903 13TH Street	3/28/2023	Imperial Dream Homes LLC

New Construction Starts March 2023

Permit Description	Project Address	Applicant	Date Started	Project Valuation	Project Square Feet
Single Family	2933 Abbeville Avenue	Betenbough Homes	03/22/2023	\$ 175,100.00	1700
New Garden Home	421 E 30th St	Betenbough Homes	03/16/2023	\$ 104,030.00	1010
Single Family Residence	607 N 9th St	Southern Homes by Dan Wilson	03/20/2023	\$ 342,681.00	3327
New Garden Home	422 E 30th St	Betenbough Homes	03/21/2023	\$ 104,133.00	1011
Single Family	3105 Ranch Avenue	Betenbough Homes	03/21/2023	\$ 211,150.00	2050
Single Family	303 E 31st Street	Betenbough Homes	03/21/2023	\$ 164,800.00	1600
Single Family	2920 Abbeville Ave	Betenbough Homes	03/21/2023	\$ 211,150.00	2050
Single Family	2927 Abbeville Ave	Betenbough Homes	03/22/2023	\$ 139,050.00	1350
Single Family	2931 Abbeville Avenue	Betenbough Homes	03/22/2023	\$ 167,066.00	1622
Single Family Home	312 N 9th St	Flatland Homes	03/01/2023	\$ 434,145.00	4215
New Garden Home	415 E 30th Street	Betenbough Homes	03/22/2023	\$ 104,133.00	1011
New Garden Home	417 E 30th Street	Betenbough Homes	03/22/2023	\$ 104,030.00	1010
Single Family	2935 Abbeville Ave	Betenbough Homes	03/23/2023	\$ 211,150.00	2050
Single Family residence	310 N 9th St	Flatland Homes	03/27/2023	\$ 367,298.00	3566
New Garden Home	3001 Aberdeen Avenue	Betenbough Homes	03/28/2023	\$ 104,133.00	1011
New Garden Home	3003 Aberdeen Avenue	Betenbough Homes	03/28/2023	\$ 104,030.00	1010
New Garden Home	3005 Aberdeen Avenue	Betenbough Homes	03/28/2023	\$ 104,030.00	1010
Single Family	2929 Abbeville Ave	Betenbough Homes	03/16/2023	\$ 139,050.00	1350
Single Family	2928 Abbeville Ave	Betenbough Homes	03/16/2023	\$ 175,100.00	1700
Single Family	2925 Abbeville Ave	Betenbough Homes	03/16/2023	\$ 181,280.00	1760
Single Family	2922 Abbeville Ave	Betenbough Homes	03/16/2023	\$ 139,050.00	1350
New Garden Home	3006 Corpus Ave	Betenbough Homes	03/16/2023	\$ 104,030.00	1010
Single Family Residence.	609 N 9th St	Southern Homes by Dan Wilson	03/13/2023	\$ 302,923.00	2941
				\$ 4,193,542.00	40714



# Citation Listing

City of Wolfforth Municipal Court

4/7/2023 5:02:58 PM

## Citation Listing Report

Totals For 03/01/2023 - 03/31/2023

### Report Totals

By Race 4 - 4 3

B - Black 2

H - Hispanic 16

I - American India or Alaskan Nati 1

W - White 18

Report Totals 40

### Report Totals

By Gender 1 - Male 2

2 - Female 1

F - Female 15

M - Male 22

Report Totals 40

### Report Totals

By Age Code - 1

A - Adult 32

J - Juvenile 4

M - Minor 3

Report Totals 40

Report Totals: Number Of Citations: 40

Number Of Violations: 45



# Citation Listing

City of Wolfforth Municipal Court

4/7/2023 5:02:58 PM

## Citation Listing Report

Totals For 03/01/2023 - 03/31/2023

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### Report Totals

Totals By Citation Type	R - Regular	40
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Report Totals	40
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Report Totals:	Number Of Citations:	40
	Number Of Violations:	45

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# Warrant Listing

Municipal Court

4/7/2023 5:05:45 PM

## Warrant Listing For 03/01/2023 - 03/31/2023

Name	Warrant #	Type	Status	Date	Time	Issued	Docket #	Citation #-Viol.	Amount Due
Race:4 Gender:2 DOB: 8/14/1978	23W00000012	CAPIA	Cleared Failure to Maintain Financial Responsibility paid	03/16/2023	9:39 AM	02/06/2023	E0027344-02	E0027344-2	\$306.00
# Of Warrants: 1 Amount Due: \$306.00									
Race:6 Gender:1 DOB: 11/9/2005	23W00000015	CAPIA	Cleared Speeding	03/17/2023	3:17 PM	02/06/2023	E0028912-01	E0028912-1	\$120.90
# Of Warrants: 1 Amount Due: \$120.90									
Race:4 Gender:1 DOB: 12/3/1989	23W00000002	CAPIA	Cleared Speeding	03/06/2023	9:04 AM	02/06/2023	E0031109-01	E0031109-1	\$135.10
# Of Warrants: 1 Amount Due: \$135.10									

Report Totals:	# Of Warrants:	3	Amount Due:	\$562.00
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## Wolfforth Fire EMS 2023 Run Totals

[illegible]



# Station Report

## WOLFFORTH FIRE DEPARTMENT

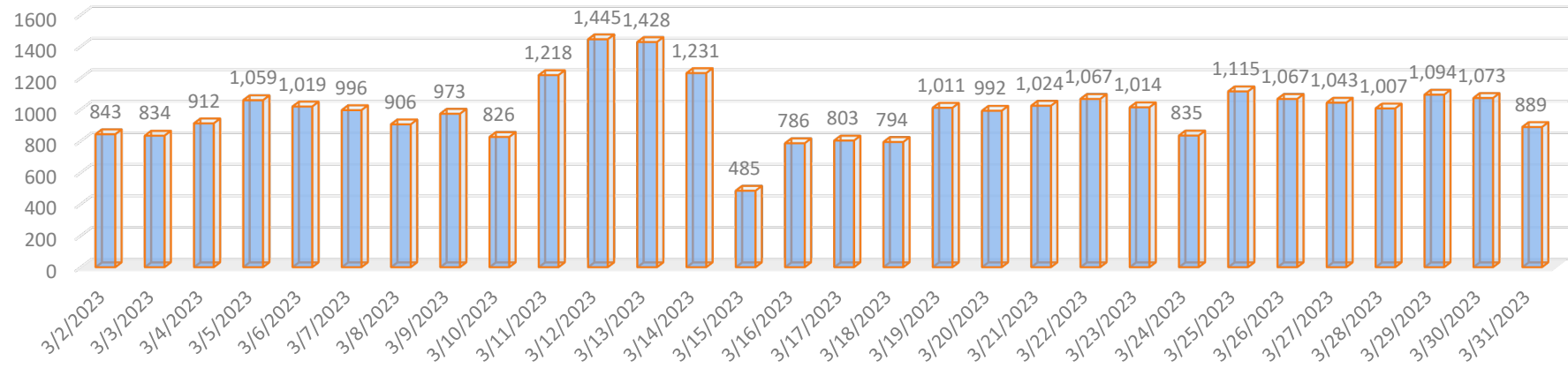
March 2023

Total # of CFS 33

Date Time_Call Create	Call Type Description	Unit	Address
2023-03-02 08:05:17.443	ACCIDENT W/INJURIES	WFD1	F M 168/ F M 1585-C R 7300,
		WFDE5	F M 168/ F M 1585-C R 7300,
2023-03-04 15:27:53.443	ACCIDENT	WFDC1	INLER AVE / 50TH ST, LUBBOCK CO
		WFDR	INLER AVE / 50TH ST, LUBBOCK CO
2023-03-05 16:49:04.940	ACCIDENT W/INJURIES	WFD1	1110 DONALD PRESTON DR, WOLFFORTH
		WFDE5	1110 DONALD PRESTON DR, WOLFFORTH
2023-03-06 19:50:53.227	STRUCTURE FIRE	WFD1	705 6TH ST, WOLFFORTH
		WFDTR2	705 6TH ST, WOLFFORTH
2023-03-09 11:21:46.063	ACCIDENT	WFD1	DONALD PRESTON DR / HWY 62-82 FRD, WOLFFORTH
		WFDC1	DONALD PRESTON DR / HWY 62-82 FRD, WOLFFORTH
2023-03-09 16:57:57.707	STRUCTURE FIRE	WFD1	8302 C R 6945, LUBBOCK CO
		WFDE5	8302 C R 6945, LUBBOCK CO
2023-03-10 14:55:32.387	FIRE ALARM	WFD1	15606 F M 179-C R 1400, LUBBOCK CO
		WFDC1	15606 F M 179-C R 1400, LUBBOCK CO
2023-03-10 16:23:54.623	ACCIDENT W/INJURIES	WFD1	HWY 62-82 / F M 1585-C R 7400, LUBBOCK CO
		WFDC1	HWY 62-82 / F M 1585-C R 7400, LUBBOCK CO
		WFDE5	HWY 62-82 / F M 1585-C R 7400, LUBBOCK CO
2023-03-11 11:11:52.827	FIRE OTHER	WFD1	E 18TH ST / ABERDEEN AVE, WOLFFORTH
		WFDC2	E 18TH ST / ABERDEEN AVE, WOLFFORTH
		WFDE5	E 18TH ST / ABERDEEN AVE, WOLFFORTH
2023-03-11 11:31:38.067	ACCIDENT W/INJURIES	WFD1	HWY 62-82 FRD / ELM AVE, WOLFFORTH
		WFDC2	HWY 62-82 FRD / ELM AVE, WOLFFORTH
		WFDE5	HWY 62-82 FRD / ELM AVE, WOLFFORTH
2023-03-12 15:06:45.133	FIRE OTHER	WFDE5	5505 C R 7520, LUBBOCK CO
2023-03-12 20:30:02.370	FIRE OTHER	WFD1	8404 C R 7000, LUBBOCK CO
		WFDTA1	8404 C R 7000, LUBBOCK CO
2023-03-13 00:03:18.963	ASSIST AGENCY	WFD1	6307 C R 7405, LUBBOCK CO
2023-03-14 10:25:25.547	FIRE ALARM	WFDR	16202 P R 1740, LUBBOCK CO
2023-03-16 14:34:48.170	VEHICLE FIRE	WFD1	12216 HWY 87 FRD, LUBBOCK CO
		WFDE5	12216 HWY 87 FRD, LUBBOCK CO
2023-03-17 12:23:19.710	FIRE OTHER	WFD1	HWY 62-82 / C R 1000,
		WFDC1	HWY 62-82 / C R 1000,
		WFDTA1	HWY 62-82 / C R 1000,

2023-03-17 18:45:33.690	ACCIDENT W/INJURIES	WFD1	F M 1585-C R 7300 / HWY 62-82, LUBBOCK CO
		WFDE4	F M 1585-C R 7300 / HWY 62-82, LUBBOCK CO
		WFDE5	F M 1585-C R 7300 / HWY 62-82, LUBBOCK CO
2023-03-18 13:51:26.597	FIRE OTHER	WFD1	608 N 10TH ST, WOLFFORTH
		WFDC1	608 N 10TH ST, WOLFFORTH
2023-03-20 10:44:22.927	ALARM	WFD1	902 N DOWDEN RD, WOLFFORTH
2023-03-20 21:38:07.057	ACCIDENT W/INJURIES	WFD1	HWY 62-82 FRD / C R 1200, LUBBOCK CO
2023-03-21 08:23:42.620	FIRE OTHER	WFD1	8416 ALCOVE AVE, WOLFFORTH
		WFDC1	8416 ALCOVE AVE, WOLFFORTH
		WFDC2	8416 ALCOVE AVE, WOLFFORTH
2023-03-23 16:24:51.960	ACCIDENT	WFD1	301 E 5TH ST, WOLFFORTH
		WFDC1	301 E 5TH ST, WOLFFORTH
2023-03-24 21:49:38.647	ALARM	WFD1	7921 PRESIDENTS AVE, WOLFFORTH
		WFDTR2	7921 PRESIDENTS AVE, WOLFFORTH
2023-03-25 20:04:31.333	FIRE ALARM	WFD1	301 E 5TH ST, WOLFFORTH
		WFDE5	301 E 5TH ST, WOLFFORTH
2023-03-26 19:26:27.607	FIRE OTHER	WFD1	17616 C R 2130, LUBBOCK CO
2023-03-27 09:30:35.790	FIRE OTHER	WFD1	10808 C R 1300, LUBBOCK CO
		WFDE5	10808 C R 1300, LUBBOCK CO
2023-03-27 16:16:27.733	ACCIDENT	WFD1	5TH ST / DOWDEN RD, WOLFFORTH
		WFDC1	5TH ST / DOWDEN RD, WOLFFORTH
2023-03-27 16:19:25.077	ACCIDENT	WFD2	902 N DOWDEN RD, WOLFFORTH
		WFDC1	902 N DOWDEN RD, WOLFFORTH
2023-03-28 18:07:57.943	GRASS FIRE	WFD1	10807 HWY 62-82, LUBBOCK CO
		WFDTA1	10807 HWY 62-82, LUBBOCK CO
		WFDTA2	10807 HWY 62-82, LUBBOCK CO
2023-03-28 18:45:19.907	GRASS FIRE	WFD1	11513 HWY 62-82, LUBBOCK CO
		WFDTA1	11513 HWY 62-82, LUBBOCK CO
		WFDTA2	11513 HWY 62-82, LUBBOCK CO
2023-03-30 10:49:34.770	STRUCTURE FIRE	WFD1	13807 C R 1420, LUBBOCK CO
		WFDE5	13807 C R 1420, LUBBOCK CO
2023-03-30 15:19:11.220	VEHICLE FIRE	WFD1	2811 C R 7720, LUBBOCK CO
2023-03-31 13:52:44.017	ACCIDENT W/INJURIES	WFD1	7907 82ND ST, WOLFFORTH
		WFDE3	7907 82ND ST, WOLFFORTH
		WFDE5	7907 82ND ST, WOLFFORTH

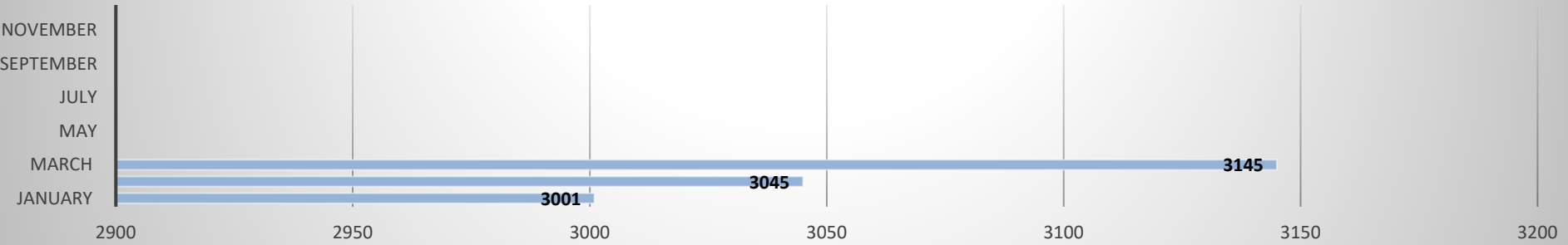
DAILY WELL PUMPAGE



Water Pumped by wells

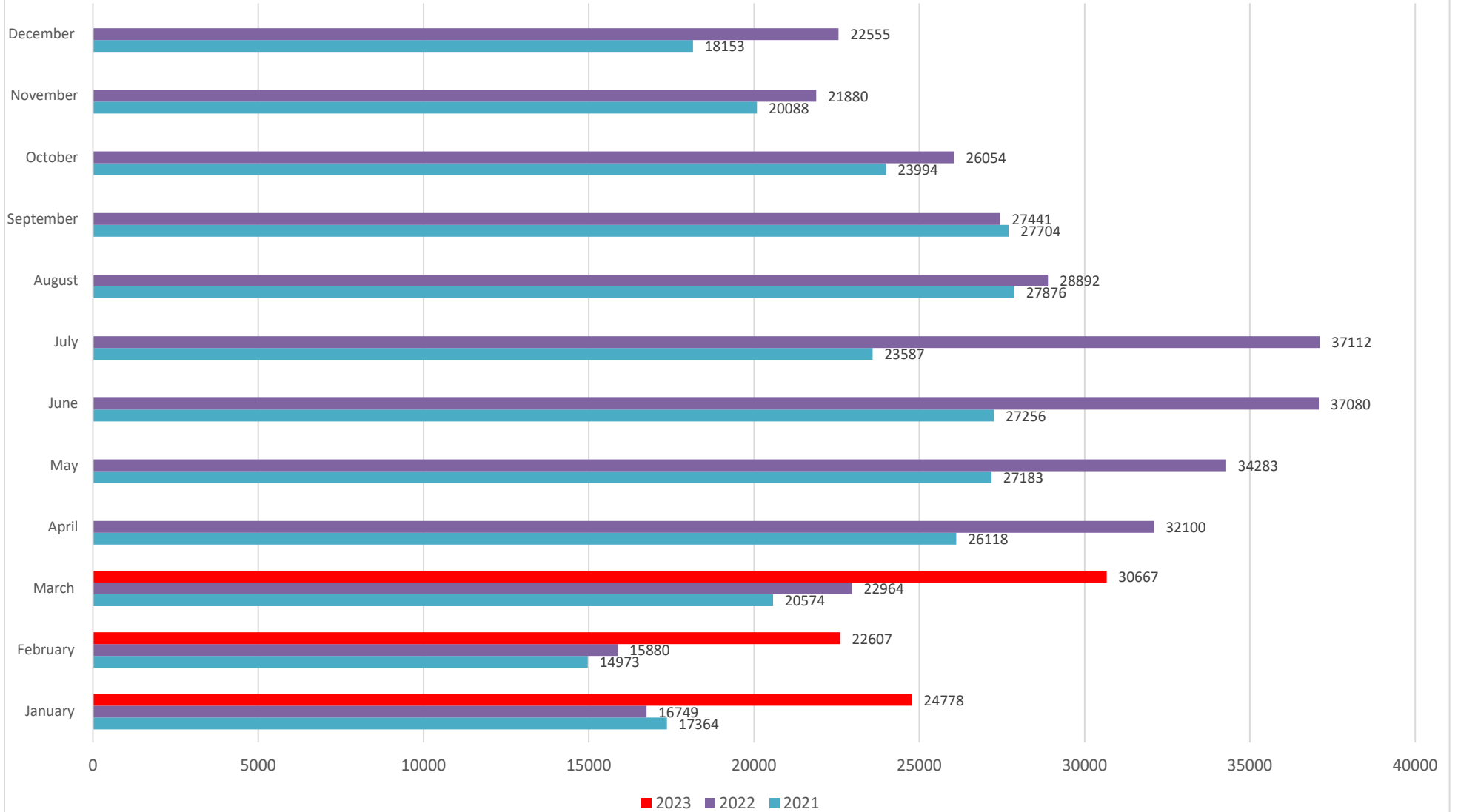


Meter Count



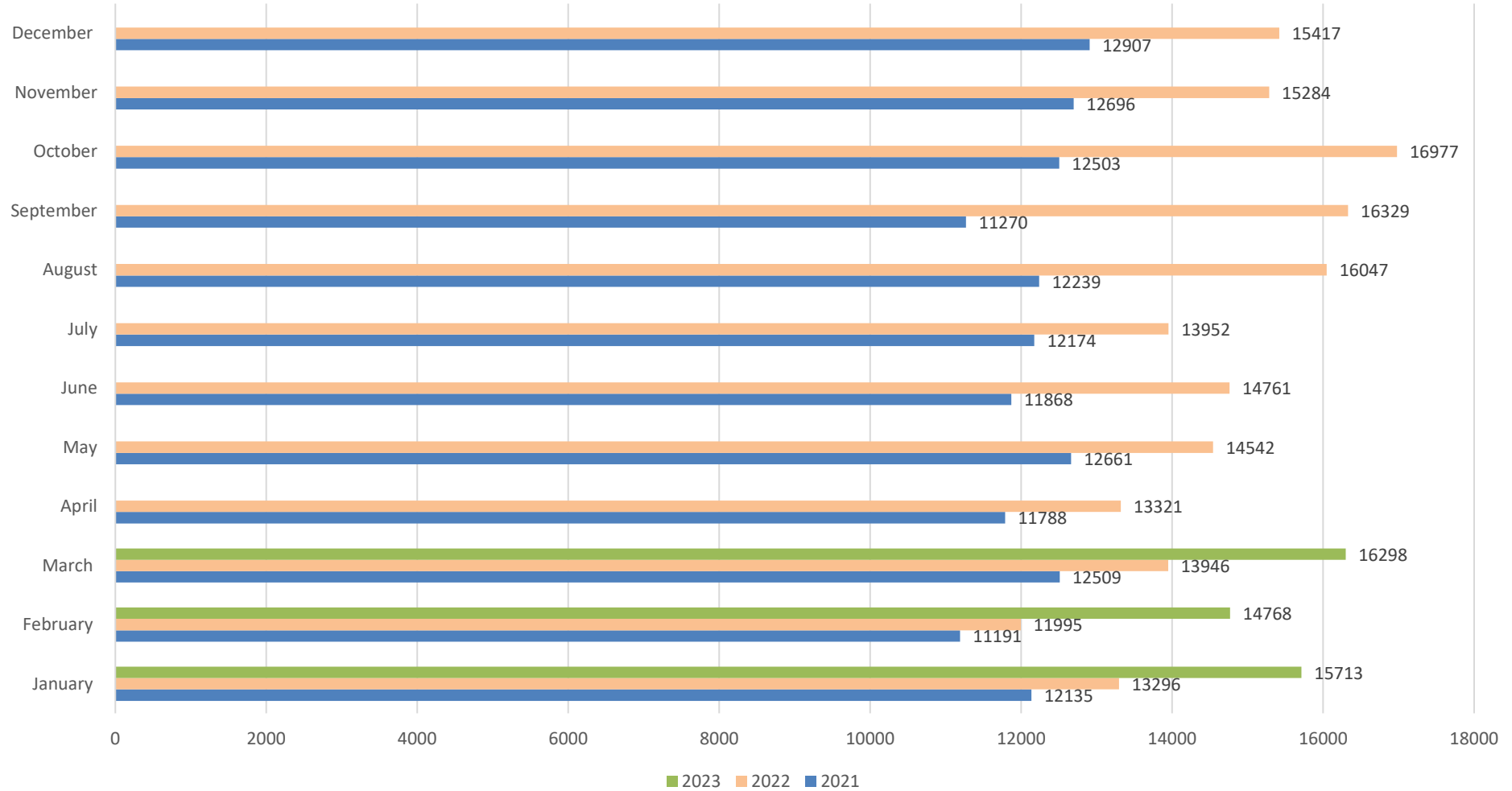
March 2023

### Water pumped from wells



March 2023

### Sewer Flow



811  
locates      107

Iworq summary      247 work orders

Building	
Maintenance	4
Container	
check	7
Water Leak	7
Furniture	2
Garbage	2
Meter	
installation	78
Locks	1
Can repair	1
Meter Issues	2
Meter read	1
Non payment	
disconnect	10
Non payment	
reconnect	93
Signs	1
Service	
connect	26
Service	
disconnect	12

## Library Report

Dates included: March 1, 2023 – March 31, 2023

Circulation Statistics: 2,272 Checkouts

Cards issued: 75 new cards (14 digitally through website)

Materials Added: 3 Items                      Value: \$96.78

Materials Weeded: 100 Items                      Value: \$1,843.45

Overdrive (WT Digital Consortium) – 3,989 eAudiobooks, 5,185 eBooks, and 133 eMagazines

Overdrive New User Registrations – 24 new users

Total number of visitors: 1,766

Total number of computer users: 213

Total number of reference questions: 796

Community Room reservations: 7 Regular \*\*note that we are using the room almost daily for library/ community events, GED/ESL, and for Fire/EMT classes\*\*

Total March Activities: 14 total programs

Program totals: 14 Total: Family – 0 | Children's – 13 | Teen – 0 | Adult – 1 |

Total Activity Participation: 299 total/ 158 children / 0 teens / 141 adults

Public Story Times/ Programs: 293 total/ 158 children    Teen Events: 0 total/ 0 teens

Family Events: 0 total/ 0 children / 0 teen    Adult Events: 6 Adults

March Beanstack overview: 19 New Registrations | 2,021 books | 3,353 Minutes logged | 41 Active Readers

Volunteer Hours: 10.00hours

The library is currently in the midst of preparations for summer reading. We have sent donation letters to local businesses and are beginning to receive funds to cover some of the cost of presenters and prizes for the program. This year our theme is "Smart Cookies Read", which is the theme we did my first summer with the library in 2013. We have programs planned with The Cakery, Science Spectrum, Southwest Dairy Farmers, and more. We are looking forward to another summer of providing fun and educational programs for all ages. We will end the summer with a party at the Community Building in Patterson Park in August to celebrate our participants.

We are currently accepting applications for a part-time position. One of our part-time employees has secured a paid internship that will give her experience in her chosen professional field as she completes her bachelor's degree. The position start date is May 1, 2023 to allow time for training before our summer program begins.





## Monthly Case Activity Summary

from feed: 03/01/2023 - 03/31/2023

TEMPLATE	REPORTED VIOLATIONS	WORKING VIOLATIONS	CORRECTED VIOLATIONS	TOTAL VIOLATIONS	ACTIVE CASES	ARCHIVED CASES	TOTAL CASES	ISSUED CITATIONS
Barking Dog	0	0	0	0	0	1	0	0
Dogs At Large	0	0	0	0	0	1	0	0
Illegal Dumping	0	1	0	1	0	3	1	0
Junk Vehicle	0	5	0	5	4	3	5	0
Off-Street Recreational Vehicle Parking and Storage	0	3	0	3	3	4	3	0
Parking on Unimproved Surface	0	6	0	6	6	4	6	0
Parking or Blocking Sidewalk	0	0	0	0	0	2	0	0
Parking Within 10ft of Mailbox	0	0	0	0	0	1	0	0
Recreational Vehicle Use as Living Quarters	0	1	0	1	1	0	1	0
Recreational Vehicle/Equipment/Trailer Parking in Street	0	2	0	2	2	5	2	0
Stagnant Water, Weeds, and Rubbish	0	13	0	13	11	33	13	0
Tree / Limb Obstructions	0	0	0	0	0	1	0	0
AVERAGE	0.00	2.58	0.00	2.58	2.25	4.83	2.58	0.00

TEMPLATE	REPORTED VIOLATIONS	WORKING VIOLATIONS	CORRECTED VIOLATIONS	TOTAL VIOLATIONS	ACTIVE CASES	ARCHIVED CASES	TOTAL CASES	ISSUED CITATIONS
TOTAL	0.00	31.00	0.00	31.00	27.00	58.00	31.00	0.00

# WOLFFORTH POLICE DEPARTMENT

## Calls - By Type

03\01\2023  
thru 03\31\2023

Type	Description	# Of Calls
8	911 HANGUP	2
5	ACCIDENT (BLUE FORM)	6
7	ACCIDENT (REPORTABLE)	6
9	ALARM (FALSE BUSINESS)	7
1	ALARM (FALSE RESIDENTIAL)	10
3	ALARM (FALSE SCHOOL)	1
10	ANIMAL COMPLAINT	7
13	ASSAULT (PHYSICAL)	4
14	ASSAULT (SEXUAL)	1
15	ASSAULT (THREAT)	1
16	ASSIST OTHER AGENCY (FIRE EMS)	8
17	ASSIST OTHER AGENCY (MENTAL HEALTH)	1
18	ASSIST OTHER AGENCY (OTHER)	14
21	BURGLARY (BUSINESS)	1
22	BURGLARY (RESIDENTIAL)	1
24	CHECK BUSINESS	57
25	CHECK RESIDENCE	3
26	CHECK WELFARE (PERSON)	16
28	CIVIL DISPUTE	7
29	CIVIL MATTER	12
37	CRIMINAL MISCHIEF (ALL OTHERS)	3
41	DEADLY CONDUCT	2
42	DEATH	1
43	DISORDERLY CONDUCT	9
44	DOMESTIC (ARREST)	1
45	DOMESTIC (NON ARREST)	6
48	DRUGS FELONY	1
51	DWI	4
52	EMERGENCY DETENTION	1
54	ESCORT	1
57	FORGERY	1
59	HARASSMENT	2
60	INFORMATION	46
61	INVESTIGATION	2
65	MISSING PERSON (JUVENILE)	1
66	MOTORIST ASSIST	6
70	PROWLER	3
73	RUNAWAY	4
100	S.T.E.P	3
74	SCHOOL PATROL	21
75	SPECIAL ASSIGNMENT	1
78	SUSPICIOUS ACTIVITY ( PERSON)	9
79	SUSPICIOUS ACTIVITY ( VEHICLE)	11
77	SUSPICIOUS ACTIVITY (OTHER)	4
80	THEFT	6
81	TRAFFIC	1
82	TRAFFIC COMPLAINT	11
85	TRAFFIC CONTACT ( WARNING)	2
83	TRAFFIC CONTACT (ARREST)	2
84	TRAFFIC CONTACT (CITATION)	1

Type	Description	# Of Calls
86	TRAFFIC HAZARD ( LIGHTS OUT, WIRES DOWN, DEBRIS IN ROADWAY, ETC)	2
89	UUMV	1
90	VEHICLE ( ABANDONED)	1
96	WARRANT SERVICE (CRIMINAL)	2
97	WARRANT SERVICE (TRAFFIC)	1
98	ZONE PATROL	1,467
<b>Total</b>		1,805

# WOLFFORTH POLICE DEPARTMENT

## Citations - By Violation

03\01\2023  
thru 03\31\2023

Violation	Citation#
Defective Head Lamps	16
Defective Stop Lamps	7
Defective Tail Lamps	16
Display Fictitious License Plate	1
Display Unclean License Plates	2
Driving While License Invalid	4
Driving While License Suspended	2
Drove Without Lights When Required	2
Drove Wrong Way On One-way Roadway	1
Expired Driver License	2
Expired Registration	17
Fail to Stop Proper Place - Traffic Light	2
Fail to Stop-Designated Point - Stop Sign	5
Failed to Dim Headlights - Meeting	1
Failed To Drive In Single Lane	8
Failed To Signal Distance Before Turn	2
Failed To Signal Lane Change	4
Failed To Signal Turn	1
Failed To Yield Right Of Way	1
Failure to Maintain Financial Responsibility	4
Fictitious Driver License In Possession	1
Id Lamps Not Visible Sufficient Distance	2
Improper Loading	1
Improper Turn Or Stop Signal	1
Minor In Possession	1
Minor in Possession of Tobacco	1
No Driver License	6
No Head Lamps - When Not Equipped	1
No License Plate Light	29
No Tail Lamps	2
No Warning Signal For Brakes	1
Obstructed View Through Windshield	1
Open Container in Motor Vehicle - Driver	4
Parked Within An Intersection	1
Pedestrian Disregarded Yellow Signal - Regular Light	1
Possession of Drug Paraphernalia	2
Ran Red Light	1
Ran Stop Sign	13
Speeding	71
Speeding in School Zone	2
Turned Right Too Wide	3
Total Violations	243
Total Citations	189

## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE**

Consider and take appropriate action on report from Water Conservation Committee

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

Randy Criswell, City Manager

### **BACKGROUND**

I have asked Mr. Steve Haynes, Chair of the Wolfforth Water Conservation Committee, to present a report on the activities of the Committee.

### **EXHIBITS**

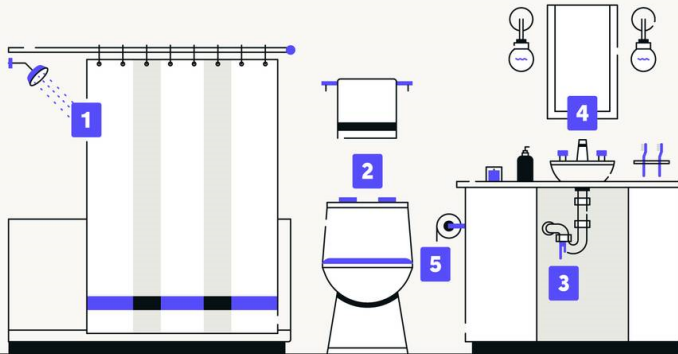
Suggested water bill inserts for May, June and July

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

No recommendation at this time

# MAY BILLING CYCLE

## Bathroom



Bathroom suggestions are listed below to reduce water waste.

**1 Replace baths with showers**

⌚ Saves 315 gallons/week

**2 Only flush when necessary**

⌚ Saves 63 gallons/week

**3 Check pipes for leaks**

⌚ Saves 105 gallons/week

**4 Turn off the sink as you brush**

⌚ Saves 70 gallons/week

**5 Install a high-efficiency toilet**

⌚ Saves 490 gallons/week

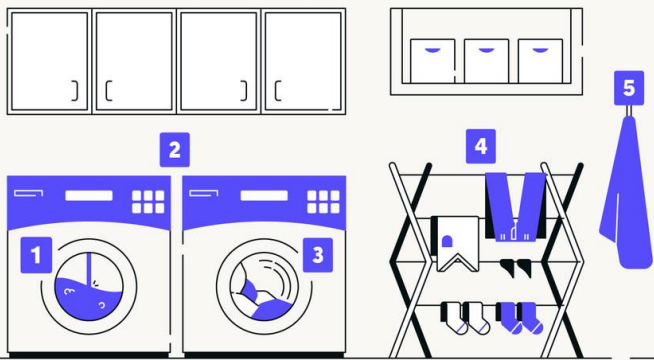
- **Again . . .** Check faucets and pipes for leaks. Even a small drip can waste 150 or more gallons of water a day. Check pipes and appliances for leaks regularly. Don't waste 150 gallons of water on leaky bathroom appliances. These appliances or pipes leaks are a major waste of water, and the worst part is that you're not aware you're using it.
- Replace old toilets with new "low flow" systems. Older toilets use anywhere from 3.5 to 7 gallons of water per flush. If you're flushing 10 times a day, that's up to 70 gallons of water per day from your toilet alone. Installing a high-efficiency toilet cuts this water use down to 1.28 gallons or less per flush.
- Check your toilet for leaks. Put a few drops of food coloring in your toilet tank. If, without flushing, the coloring begins to appear in the bowl., you have a leak that may be wasting more than 100 gallons of water a day.

- Stop using your toilet as an ashtray or wastebasket (i.e., cigarette butts, office paper, garbage, etc.). Every flush of your toilet flushes away five to seven gallons of water.
- Put a plastic bottle in your toilet tank if you don't have a "low flush" toilet. Put an inch or two of sand or pebbles in the bottom of a one-liter bottle to weigh it down. Fill the rest of the bottle with water and put it in the corner of your toilet tank, safely away from the operating mechanism. The toilet bottle process will save five gallons or more of water every day without harming the efficiency of the toilet.
- Take shorter showers. A typical shower uses five to ten gallons of water a minute. Limit your showers to the time it takes to soap up, wash down and rinse off. You may even want to turn the shower off while you soap and clean.
- Install a WaterSense® showerhead, water-saving shower heads or flow restrictors. Your hardware or plumbing supply store stocks inexpensive shower heads or flow restrictors that will cut your shower flow to about three gallons a minute instead of five to ten. They are easy to install, and your showers will still be cleansing and refreshing. Turning off water while washing your hair will save up to 150 gallons a month.
- If needed, take baths once or twice of week as a reward.
- Turn off the water while brushing your teeth. Before brushing, wet your brush and fill a glass for rinsing your mouth. Turning off water while brushing your teeth and save up to 4 gallons a minute.
- Turn off the water while shaving. Fill the bottom of the sink with a few inches of warm water in which to rinse your razor.
- Consider installing a dual-flush toilet with two different flush levels.
- Consider installing a heat water pipe.
- Reward kids for bath room water-saving tips they follow.
- Reuse thick towels. Hang them on a hook on the back of the bathroom door and reuse them two or three times a week.



## JUNE BILLING CYCLE

### Laundry



The diagram shows a laundry room layout. At the top are four cabinets. Below them are two front-loading washing machines, labeled 1 and 2. To the right of the machines is a drying rack labeled 4, with a towel hanging on it labeled 5. The rack also has some clothes on it. Below the diagram is a table with five numbered suggestions.

<b>1</b> Use cold water ⌚ Saves 90% of energy	<b>2</b> Upgrade your appliances ⌚ Saves 250 gallons/week
<b>3</b> Run full loads ⌚ Saves 65 gallons/week	<b>4</b> Hang clothes on a drying rack ⌚ Saves 6% of energy
<b>5</b> Reuse towels before washing ⌚ Saves 164 gallons/week	

Laundry room suggestions are listed below to reduce water waste.

- **Again . . .** Check washer faucets and pipes for leaks. Even a small drip can waste 150 or more gallons of water a day. Check pipes and connections for leaks regularly. Don't waste 150 gallons of water on leaky connections. These connection leaks are a major waste of water, and the worst part is that you're not aware you're using it.
- Run full loads only in the washing machine. Resist the urge to run a laundry load when you have a few dirty items. Running full loads instead of half loads can save 3,400 gallons of water annually, according to the EPA. This habit also requires less work and time in the laundry room. Your automatic washer uses 30 to 35 gallons per cycle.
- Have a plumber reroute your graywater to trees, plants and water barrel rather than a sewer line.
- Use cold water for your washes. Ninety percent of energy during the laundry process is used heating the water. Opting for cold water

whenever possible, and warm when some heat is necessary, will save on energy costs.

- Turning down your hot water tank is another good way to conserve energy: Try setting it to 120 degrees or lower. A household can save \$40 annually by making the switch from hot to cold water washes.
- Reuse thick towels multiple times before washing. Reuse bath and hand towels 2 or 3 times before tossing them in the laundry
- Hang towels and washcloths to dry in between washes.
- Blue jeans are another item that doesn't need to be constantly washed. In fact, they'll likely last longer the less they are washed in the machine.
- Upgrade your appliances to more energy efficient machines. A household saves \$380 per year by upgrading to Energy Star and/or WaterSense appliances. Sometimes, you can find rebates that are available. Energy-efficient washers can save up to 7,000 gallons of water per year. High-efficiency water heaters use up to 50 percent less energy.
- Hang your clothes on a drying rack. Saving energy saves water, too. Hanging your clothes is a great way to both limit your dryer usage, electricity and prevent shrinkage.

# JULY BILLING CYCLE

## Outdoors



Outdoor suggestions are listed below to reduce water waste.

- |  |   |
|--|---|
| <b>1</b> Add mulch to your lawn<br>⦿ Retains 80% of water            | <b>2</b> Plant drought-resistant plants<br>⦿ Saves 110 gallons/week |
| <b>3</b> Collect rainwater in barrel<br>⦿ Saves 21 gallons/week      | <b>4</b> Sweep driveways<br>⦿ Saves 1,050 gallons/week              |
| <b>5</b> Maintain your irrigation system<br>⦿ Saves 146 gallons/week |   |

The summer months are finally upon us and along with backyard barbecues, poolside lounging, and sun-filled hikes also comes the responsibility of staying water conscious. It's no secret that we in West Texas have a very arid climate and are therefore more susceptible to droughts. It's our duty as part of the family of our community to protect this very important resource! Here are some ideas to conserve water during the summer.

- **Did I say . . .** Check outside faucets and pipes for leaks. Even a small drip can waste 150 or more gallons of water a day. Check pipes and connections for leaks regularly. Don't waste 150 gallons of water on leaky connections. These connections leaks are a major waste of water, and the worst part is that you're not aware you're using it.
- Water your lawn only when it needs it. Watering on a regular schedule doesn't allow for cool spells or rainfall which reduce the need for watering. Step on some grass. If it springs back up when you move your foot, it doesn't need water.

- Deep-soak your lawn. When you do water your lawn, water it long enough for water to seep down to the roots where it is needed. A light sprinkling that sits on the surface will simply evaporate and be wasted.
- Water during the cool parts of the day. Early morning (between 5:00 and 8:00 am) are better than dusk since it helps prevent the growth of fungus.
- Don't water the gutter. Position your sprinklers so that water lands on your lawn or garden, not in areas where it does no good.
- Maintain your irrigation system. Up to 50% of outdoor home water use is lost due to wind, evaporation and runoff caused by inefficient irrigation methods. Save up to 146 gallons of water per week by checking on your irrigation system monthly.
- You should also adjust your irrigation schedules depending on the time of year, running sprinklers less frequently in the winter months. Another trick is to run your sprinklers in the morning to lose less water to evaporation.
- Periodically check and adjust sprinklers systems to ensure their accurate, effective and timely application of water when and where needed.
- Use sprinklers that deliver big drops of water, close to the ground. Instead of an Oscillating sprinkler type unit, use a pop-up, micro or rotating spike lawn sprinkler unit. Ensure the unit is adjustable with the spray and adjustable target area type unit.
- Install a drip line in vegetable or flower garden area. These are very easy and inexpensive to install.
- Plant native and drought-tolerant plants. Spend less time and energy watering your lawn by making smart plant purchases. A little bit of research can go a long way to find the best native and/or drought-tolerant plants. Drought-resistant plants, such as aloe and geranium, can survive with less rainfall and watering. Native plants are already accustomed to the climate and natural rainfall. While you'll still need to maintain them, they should require a lot less work than exotic plant species.
- Add rocks around trees. Consider drilling a 20 foot deep by 3-4 inch diameter hole next to trees and fill it with loose gravel. Then fill with water. The water will evaporate 75% slower than without the graveled hole.
- Avoid watering on windy days when much of your water may be carried off to the streets and sidewalks or evaporate in the air.
- Plant drought-resistant trees and plants. Many beautiful trees and plants thrive in West Texas without irrigation.

- Gardening is a fun and great hobby or food preservative and nothing taste better than a fresh tomato. But gardening can be very water adverse. Add mulch to your garden or lawn. Mulch is a great way to conserve water in your yard, because it prevents evaporation and weed growth by helping plants hold their moisture. Compost, wood chips and straw are three popular mulches for moisture retention and can help reduce evaporation from soil by up to 70%.
- Rather than watering your entire garden dirt only areas, add a drip line directly to plant roots.
- Use a broom to clean driveways, sidewalks and steps. Using a hose wastes hundreds and hundreds of gallons of water. Skip the hose and grab a broom or electric/battery operated blower next time you clean your driveways and sidewalks. This small maintenance task can save up to 150 gallons of water every cleaning. Some cities have required broom cleaning by law during droughts.
- If allowable, don't run the hose while washing your car. Soap down your car from a pail of soapy water. Use a hose only to rinse it off.
- Tell your children not to play with the hose and sprinklers. Children love to play under a hose or sprinkler on a hot day. Unfortunately, this practice is extremely wasteful of precious water and should be discouraged. In replacement, consider creating a water slide to play with.
- When watering plants or garden, apply water only as fast as the soil can absorb it.
- Collect rainwater in a barrel(s). Harvesting rainwater is a natural irrigation method that collects rain in a barrel for you to reuse on your yard or garden. Some states offer a tax incentive for this effort. Make sure to follow rainwater harvesting guidelines that can pose a health problem if the water is consumed. Please follow some important markers and measures on rain barrels prohibiting people and animals from drinking the water.

## **SWIMMING POOL, JACUZZIES AND HOT TUBS (large water product)**

There's a big source of water consumption in your backyard — it's called a swimming pool, jacuzzi or hot tub (large water product). The World Water Council is identifying several ways you can practice water conservation with your large water product(s).

Get smart by learning more about your large water product(s) and the preventative steps you can take and repairs you can make to help conserve water.

- Apply and use a large water product(s) cover. Without a cover, more than half the water in your large water product(s) can evaporate in one year. Using a cover over the large water product(s) when not in use reduces evaporation by 90 to 95%. Without a cover, an 18×36 foot large water product(s) loses about two inches of water in west Texas per week in the summer. Annually, this can add up to a water loss of 7,000 gallons. Other benefits of a large water product(s) cover:
  - A large water product(s) cover can reduce the need to use more chemicals.
  - Large water product(s) covers help to reduce algae growth.
  - Large water product(s) covers help conserve electricity and heat
- Check for Leaks. So how do you check for leaks in a large water product(s)?
  - Look for damp spots downstream of the large water product(s). Water-saturated soil near the large water product(s), pump plumbing equipment.
  - Check for leaking pipes, valves and joiners. Loose tiles or cracks could be an indicator of a leak.
  - Check for cracks or gaps in the bond beam.
- Lower the large water product(s) water level besides conserving water, keeping a lower water level in the large water product(s) helps reduce water loss.
- Keep the water level one inch above the bottom of the large water product(s) tile. Remember, splashing needs to stay in the pool.
- If your large water product(s) is heated, lower the temperature. If you have a heater, reduce the temperature during the summer. Doing so reduces the occurrence of water loss to evaporation, and is especially important when the large water product(s) isn't being used. Better yet, use a cover.
- Backwash large water product(s) filters only when necessary. Backwashing filters use extra water. Keep the large water product(s) and filters clean to reduce the frequency of backwashing. Only backwash long enough for the water in the sight glass to run clean. Frequent backwashing can reduce the effectiveness of the filters.
- Reuse backwash or dechlorinated waste large water product(s) water on lawns and shrubs. Empty the filter backwash onto lawns and shrubs or collect it to reuse. Make sure your landscaping has absorbed the backwash before it leaves your property. Don't allow runoff to enter adjacent properties unless you have some sort of agreement with your neighbor.
- Add sanitizer in the evening. The sun quickens the dissipation of chlorine, making the evening the best time to add sanitizer to your large water product(s). If the sanitizer is added automatically while the pump is on, run the pump at night for best efficiency.

- Strategic poolside landscaping. Plant large water product(s) area shrubs and use fences or privacy screening as barriers or to help reduce water loss from wind evaporation. Decreasing the occurrence and amount of wind going across the large water product(s) will cut down on evaporation.
- Monitor your water and utility bills. Any changes might signal a possible leak or other problem that will need further investigation.
- Drain your large water product(s) only when absolutely necessary. Some large water product(s) owners like to start off new each season with a thoroughly scrubbed out large water product(s) and fresh water. If a large water product(s) has been properly shocked and or maintained, it may not have to be drained completely or as frequently as you might assume.

**Note:** *Experts believe a pool should only be drained every three to seven years. Spas, however, should be drained every three months, depending on how often it's used.*

- Shut off fountains and waterfalls when not in use. When aeration occurs, a significant amount of water can be lost to evaporation.
- Check the large water product(s) pump frequently. Run the pump only as long as needed. Start by running the pump for eight hours per day. If the large water product(s) stays clear, run the pump less often. If it starts to get cloudy, run it a bit more each day until it clears. You may find that different run times are required at different times of the year.
- Use a timer that's rated for the size of your large water product(s) pump. You can also save on operating costs by matching the size of the pump to the needs of your large water product(s). When replacing the pump or the pump motor, get only the horsepower you need and look for a two-speed or variable-speed pump motor.

## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE**

Conduct a Public Hearing on Ordinance 2023-007 an ordinance amending the Zoning Ordinance by adding approval by the City Council to Conditional Use Review

*Followed by:*

Consider and take appropriate action on a recommendation from the Planning and Zoning Commission to adopt Ordinance 2023-007

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

Randy Criswell, City Manager

### **BACKGROUND**

As our ordinance currently exists, a Conditional Use Permit application is heard only by the Planning and Zoning Commission. This is inconsistent with the very-similar process of a Special Use Permit, which *does* require Council approval. After consulting with the City Attorney, we felt it would be appropriate to add the City Council to this process.

The primary reasoning behind this change revolves around the opportunity for the public to be aware of and have ample opportunity to participate in the Conditional Use process, and to create consistency within the ordinance as it pertains to various processes.

The Planning and Zoning Commission held a Public Hearing on this ordinance on April 11, and then voted unanimously to recommend it for approval.

### **EXHIBITS**

Ordinance

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

Staff recommends acceptance of the recommendation from the Planning and Zoning Commission, and approval of Ordinance No. 2023-007 as presented.



**ORDINANCE NO. 2023-007**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING CITY OF WOLFFORTH ZONING ORDINANCE BY AMENDING ARTICLE 2 DEVELOPMENT REVIEW BY AMENDING SEC. 205. CONDITIONAL USE REVIEW ADDING APPROVAL BY THE CITY COUNCIL; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Wolfforth Zoning Ordinance regulates the uses of property within the Wolfforth city limits;

**WHEREAS**, currently the Planning Commission holds a hearing and makes the final decision to approve, approve with additional conditions, or deny conditional use requests;

**WHEREAS**, the Planning Commission held a public hearing on April 11, 2023 regarding the approval of conditional use requests;

**WHEREAS**, the City published notice of the public hearing on March 22, 2023 in the Lubbock-Avalanche Journal; and

**WHEREAS**, the City Council believes it is in the best interest of the City to have the Planning Commission review a conditional use request and make a recommendation to the City Council and for the Council to make the final decision regarding all conditional use requests; **NOW THEREFORE**,

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

**Part 1. Enacted.**

THAT City of Wolfforth Zoning Ordinance is hereby amended by amending Article 2 Development Review by amending Sec. 205 Conditional Use Review, which amended portions shall read as follows:

**Article 2  
Development Review**

**Sec. 205. Conditional Use Review**

**5. Hearing and Action by Planning Commission**

- a. The Planning Commission shall, after appropriate notice, conduct a public hearing on each request for approval of a conditional use.

- b. At the public hearing, the Planning Commission shall consider the application, any pertinent comments by the City staff, and relevant support materials and public testimony given at the public hearing.
- c. After the close of the public hearing, the Planning Commission shall recommend that the City Council approve the request, approve the request with additional conditions, or deny the request. The Planning Commission may propose such conditions as are necessary to prevent or minimize adverse effects on other property in the neighborhood, including, but not limited to: limitations on size, bulk and location, provision of adequate ingress and egress, duration of conditional use approval, and hours of operation for the conditional use so allowed.
- d. A recommendation by the Planning Commission to deny a request for conditional use shall be the final decision on that matter, if not appealed in writing to the City Council with ten (10) days.

## **6. Hearing and Action by City Council**

- a. The City Council shall, after appropriate notice and a recommendation from the Planning Commission, conduct a public hearing on each request for approval of a conditional use, except for such requests which are recommended by the Planning Commission to be denied and are not formally appealed to City Council.
- b. At the public hearing, the City Council shall consider the application, any pertinent comments by City staff, the Planning Commission recommendation, other relevant support materials and public testimony given at the public hearing.
- c. After the close of the public hearing, the City Council shall approve the request, approve the request with additional conditions, or deny the request. The Council may attach such conditions to a conditional use approval as are necessary to prevent or minimize adverse effects on other property in the neighborhood, including, but not limited to: limitations on size, bulk and location, provision of adequate ingress and egress, duration of conditional use approval, and hours of operation of the conditional use.
- d. Where written protest against a proposed conditional use is made and signed by (a) the owners of 20 percent or more of the area subject to the conditional use or (b) the owners of 20 percent or more of the land area within 200 feet of the affected area, then the proposed conditional use shall require a favorable vote of at least three-fourths of all the members of the City Council to become effective. The area of rights-of-way and streets shall be included in any computation of land area under this subsection.

## **7. Conditional Use Approval Criteria**

Approval of a conditional use by the Planning Commission and City Council shall be based upon the following criteria:

- a. **Impacts Minimized.** Whether and the extent to which the proposed conditional use creates adverse effects, including adverse visual impacts, on adjacent properties.
- b. **Consistent with Zoning Ordinance.** Whether and the extent to which the proposed conditional use would conflict with any portion of this Zoning Ordinance, including the applicable zoning district intent statement.
- c. **Compatible with Surrounding Area.** Whether and the extent to which the proposed conditional use is compatible with existing and anticipated uses surrounding the subject land.
- d. **Effect on Natural Environment.** Whether and the extent to which the proposed conditional use would result in significant adverse impacts on the natural environment, including but not limited to, adverse impacts on water and air quality, noise, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.
- e. **Community Need.** Whether and the extent to which the proposed conditional use addresses a demonstrated community need.
- f. **Development Patterns.** Whether and the extent to which the proposed conditional use would result in a logical and orderly pattern of urban development in the community

## **8. Expiration of Conditional Use Approval**

- a. All conditional use approvals issued shall be subject to the requirement that the property for which the approval was issued must actually acquire a building permit for the approved use within 12 months from the granting of the conditional use approval, provided that the City Administrator, with significant evidence that the designated use cannot be realistically implemented with due diligence within that time period, may grant a longer period of time, but in no event shall such extension period exceed an additional 12 months.
- b. If the designated use is not made of the property within the time limitation granted, the conditional use approval shall be cancelled and revoked and be of no effect

## **Part 2. Severability.**

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

## **Part 3. Repeal**

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

#### **Part 4. Open Meetings**

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

#### **Part 5. Effective Date.**

This Ordinance shall take effect immediately upon its passage and adoption by the City Council.

**PASSED AND ADOPTED THIS 17<sup>TH</sup> DAY OF APRIL, 2023**

---

Doug Hutcheson, Mayor Pro Tem  
City of Wolfforth, Texas

ATTEST:

---

Terri Robinette, City Secretary

## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE**

Conduct a Public Hearing concerning proposed annexation of 100.367 acre tract of land in Section 24, Block AK, H.E. & W.T. RR Co. Survey, Abstract No. 885, Lubbock County, Texas, further described as the southwest corner of 98<sup>th</sup> Street and Alcove Avenue

### ***Followed by:***

Consider and take appropriate action on Ordinance 2023-008 annexing a 100.367 acre tract of land in Section 24, Block AK, H.E. & W.T. RR Co. Survey, Abstract No. 885, Lubbock County, Texas, further described as the southwest corner of 98<sup>th</sup> Street and Alcove Avenue

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

Randy Criswell, City Manager

### **BACKGROUND**

As per our agreement with Overlook Land Company, these two items will complete the process of the voluntary annexation of the above-described property.

The first requirement is to conduct a Public Hearing.

The second is to adopt the annexation ordinance.

### **EXHIBITS**

Ordinance

Map showing location

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

Conduct Public Hearing

Staff recommends adoption of the Ordinance as presented.

**ORDINANCE NO. 2023-008**

**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, on September 1, 2022, the City received a Petition Requesting Annexation (the "Petition") from Overlook Land Development Company, LLC. (the "Owner") of approximately 100.367 acres located in Section 24, Block AK, H.E. & W.T. RR. Co. Survey, Abstract Number 885, Lubbock County, Texas according to the Lubbock County Appraisal District (the "Property");

WHEREAS, the Petition has been duly signed and acknowledged by a representative of the Owner, which is the sole owner of the Property;

WHEREAS, the Petition was presented to the Wolfforth City Council which approved the petition on March 6, 2023;

WHEREAS, the Property is contiguous to the City and is within the Wolfforth extra-territorial jurisdiction;

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

WHEREAS, the City has published notice of hearing on the annexation; and

WHEREAS, after hearing the petition and arguments for and against the same, the Wolfforth City Council has voted to grant such petition and to annex said territory 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 17th day of April 2023.

---

Doug Hutcheson, Mayor Pro Tem

ATTEST:

---

Terri Robinette, City Secretary



**A100.367 ACRE TRACT OF LAND IN  
SECTION 24, BLOCK AK,  
H.E. & W.T. RR. CO. SURVEY, ABSTRACT No. 885,  
LUBBOCK COUNTY, TEXAS**

DESCRIPTION:

BEGINNING at a 1/2" iron rod with cap marked "AMD ENGINEERING", found for the north quarter corner of said Section 24, at the northeast corner of that certain 94.651 acre tract of land described in a Special Warranty Deed with Vendor's Lien recorded in CCFN 2010152228 OPRLCT, at the northwest corner of a Right-of-Way Easement recorded in Volume 2648, Page 103 OPRLCT, and the northwest corner of this tract having coordinates of Northing: 7,248,332.17 and Easting: 901,733.70 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a railroad spike found for the northeast corner of said Section 24 bears S. 88° 07' 38" E., a distance of 2640.23, said section corner having coordinates of Northing: 7,248,245.91 and Easting: 904,371.66 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 04' 57" W., along the west line of said 1.00 acre tract, at a distance of 24.58 feet pass a 1/2" iron rod, found in reference, continuing for a distance of 55.00 feet to a point in the south line of said Right-of-Way recorded in Volume 2648, Page 103, continuing for a total distance of 425.41 feet to a 1/2" iron pipe, as monumented on the ground, found at the southwest corner of said 1.00 acre tract, for an ell corner of this tract;

THENCE S. 88° 11' 24" E., along the south lines of said 1.00 acre tract, that certain tract of land conveyed to Ronnie Carl Hall and Donna Louise Hall Revocable Living Trust as described in a General Warranty Deed recorded in CCFN: 2009011677 OPLRLT, that certain 1.089 acre tract of land conveyed to Randy Hall and Janet Hall, as described in an Amended General Warranty Gift Deed recorded in CCFN: 2008023869 OPLRLT, and that certain tract of land conveyed to Janet R. Hall and Karrie L. Morris, as described in an Enhanced Life Estate Deed with Power of Sale recorded in CCFN: 2022031843 OPLRLT, continuing for a total distance of 554.87 feet to a 1/2" iron rod with cap marked "AMD ENGINEERING", set for a point in a western line of the Lubbock City Limits, for the most easterly northeast corner of this tract, whence a nail with washer stamped "AMD ENGINEERING", set in the east line of said Section 24 bears S. 88° 11' 24" E. a distance of 55.00 feet;

THENCE S. 01° 51' 39" W., along a westerly line of the Lubbock City Limits, a distance of 760.35 feet to a 1/2" iron rod with cap marked "STEVENS RPLS 4339", found in the north line of that certain 21.1758 acre tract of land conveyed to M2D2, LLC, described in a Special Warranty Deed recorded in CCFN: 2019011016 OPRCLT, for the most easterly southeast corner of this tract, having coordinates of Northing: 7,247,063.52 and Easting: 904,278.43 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a nail with washer stamped "AMD ENGINEERING", set in the east line of said Section 24, bears S. 88° 08' 53" W. a distance of 55.00 feet;

THENCE N. 88° 08' 53" W. a distance of 933.37 feet to a 1/2" iron rod with cap marked "STEVENS RPLS 4339", found for the northwest corner of said 21.1758 acre tract of land, and an ell corner of this tract;

THENCE S. 01° 51' 37" W., along the west line of said 21.1758 acre tract, a distance of 933.38 feet to a 1/2" iron rod with cap marked "STEVENS RPLS 4339", found in the north line of that certain 163.410 acre tract of land conveyed to Overlook Land Group, LLC, for the southwest corner of said 21.1758 acre tract, and the most southerly southeast corner of this tract;

THENCE N. 88° 08' 53" W., along the north line of said 163.410 acre tract, a distance of 1654.00 feet to a 1/2" iron rod, found in the east line of said 94.651 acre tract of land, and the northwest corner of said 163.140 acre tract of land, and the southwest corner of this tract;

THENCE N. 01° 55' 07" E., along the east line of said 94.651 acre tract of land, at a distance of 2064.42 feet pass a 1/2" iron rod with cap marked "AMD ENGINEERING", found at the southwest corner of said Right-of-Way easement recorded in Volume 2648, Page 103, continuing for a total distance of 2119.42 feet to the POINT OF BEGINNING. Bearings and coordinates are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone, being calculated from a point of origin at Northing: 7,245,217.57 and Easting: 899,519.77, with a convergence angle of (-) 01° 54' 46.24" to True North and a combined scale factor of 0.99974920. Distances are at surface, in U.S. Survey feet.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NON-TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WITHOUT EXPRESSED RECERTIFICATION BY AMD ENGINEERING, LLC.

THIS PLAT IS THE PROPERTY OF AMD ENGINEERING, LLC. REPRODUCTION OF THIS PLAT FOR ANY PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF AMD ENGINEERING, LLC.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

RECORD DOCUMENTS OTHER THAN THOSE BROWNMAY AFFECT THIS TRACT.  
TRACT CONVEYED TO JON C. LITTLE, REFERRED TO AS A 122.3361 ACRE TRACT IN A DISTRIBUTION DEED, RECORDED IN COUNTY CLERK'S FILE NUMBER 2004006218, REFLECTS ACREAGE PRIOR TO CONVEYANCE OF A CALLED 21.1785 ACRE PORTION OF SAID 122.3661 ACRE TRACT TO WEST TEXAS PAVING, INC. AND SUBSEQUENTLY TO M2D2, LLC, IN A SPECIAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2019011016. REMAINDER OF SAID 122.3361 ACRE TRACT MEASURED 101.327 ACRES AT THE TIME OF THIS SURVEY.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED. FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

BEARINGS AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. COORDINATES ARE CALCULATED FROM A POINT OF ORIGIN HAVING COORDINATES OF NORTHING: 7,245,217.57 AND EASTING: 899,519.77, A CONVERGENCE ANGLE OF -01°54'46.24" AND A COMBINED SCALE FACTOR OF 0.99974920. DISTANCES AS SHOWN HEREON ARE AT SURFACE, IN U.S. SURVEY FEET

ALL MEASURED BEARINGS AND DISTANCES EQUAL RECORD CALL UNLESS OTHERWISE STATED.  
THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.

BASED ON EVIDENCE PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, IT APPEARS THAT THIS TRACT OR A PORTION THEREOF DOES LIE IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON PANELS , 290 AND 405 OF 500, MAP NUMBERS 48303C0290G AND 48303C0405F OF THE FLOOD INSURANCE RATE MAP FOR LUBBOCK COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY NUMBERS 480915, EFFECTIVE DATE: SEPTEMBER 28, 2007.

SURVEYED: AUGUST 24, 2022

LANDON MERRITT  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS REGISTRATION NO. 6466

REVISED MARCH 27, 2023 - ADD CITY LIMITS AND ADJUST BEARINGS AND DISTANCES FOR ANNEXATION



AMD Engineering, LLC  
6515 68th Street, Suite 300  
Lubbock, TX 79424

CIVIL ENGINEERING  
LAND SURVEYING

Phone: 806-771-5976  
Fax: 806-771-7625  
EIS Reg. # 10178500

Accuracy - Efficiency - Integrity

PREPARED FOR: OVERLOOK LAND GROUP

JOB NUMBER: 220581

B.A.D  
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**CITY OF WOLFFORTH, TEXAS  
EXHIBIT B  
ANNEXATION SERVICE PLAN**

**AREA ANNEXED**

Approximately 100.367 acres located in Section 24, Block AK, H.E. & W.T. RR. Co. Survey, Abstract Number 885, Lubbock County, Texas according to the Lubbock County Appraisal District.

**INTRODUCTION**

This service plan has been prepared in accordance with Local Government Code, Section 43.056. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the City at the following levels and in accordance with the following schedule:

**POLICE PROTECTION**

Patrolling, responses to calls and other police services will be provided on the effective date of the annexation at the same level as provided throughout the City.

**SOLID WASTE COLLECTION AND DISPOSAL**

Solid waste collection and disposal services will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the City. However, properties that receive solid waste collection and disposal services from a provider other than the City's provider will be allowed to continue such service with their current solid waste collection and disposal services provider with proof of current agreement with such provider.

**OPERATION AND MAINTENANCE OF WATER FACILITIES**

Operation and maintenance of water facilities will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the City.

**OPERATION AND MAINTENANCE OF ROADS AND STREETS AND DRAINAGE**

Operation and maintenance of roads and streets and drainage will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the City.

**STREET LIGHTING**

Street lighting will be made available on the effective date of the annexation on the same basis and at the same levels as provided throughout the City.

### OTHER SERVICES

Other services that may be provided by the City such as planning, code enforcement, animal control, library, parks and recreation, court, and general administration will be made available on the effective date of the annexation on the same basis and at the same levels as provided throughout the City.

### UNIFORM LEVEL OF SERVICES MAY NOT BE REQUIRED

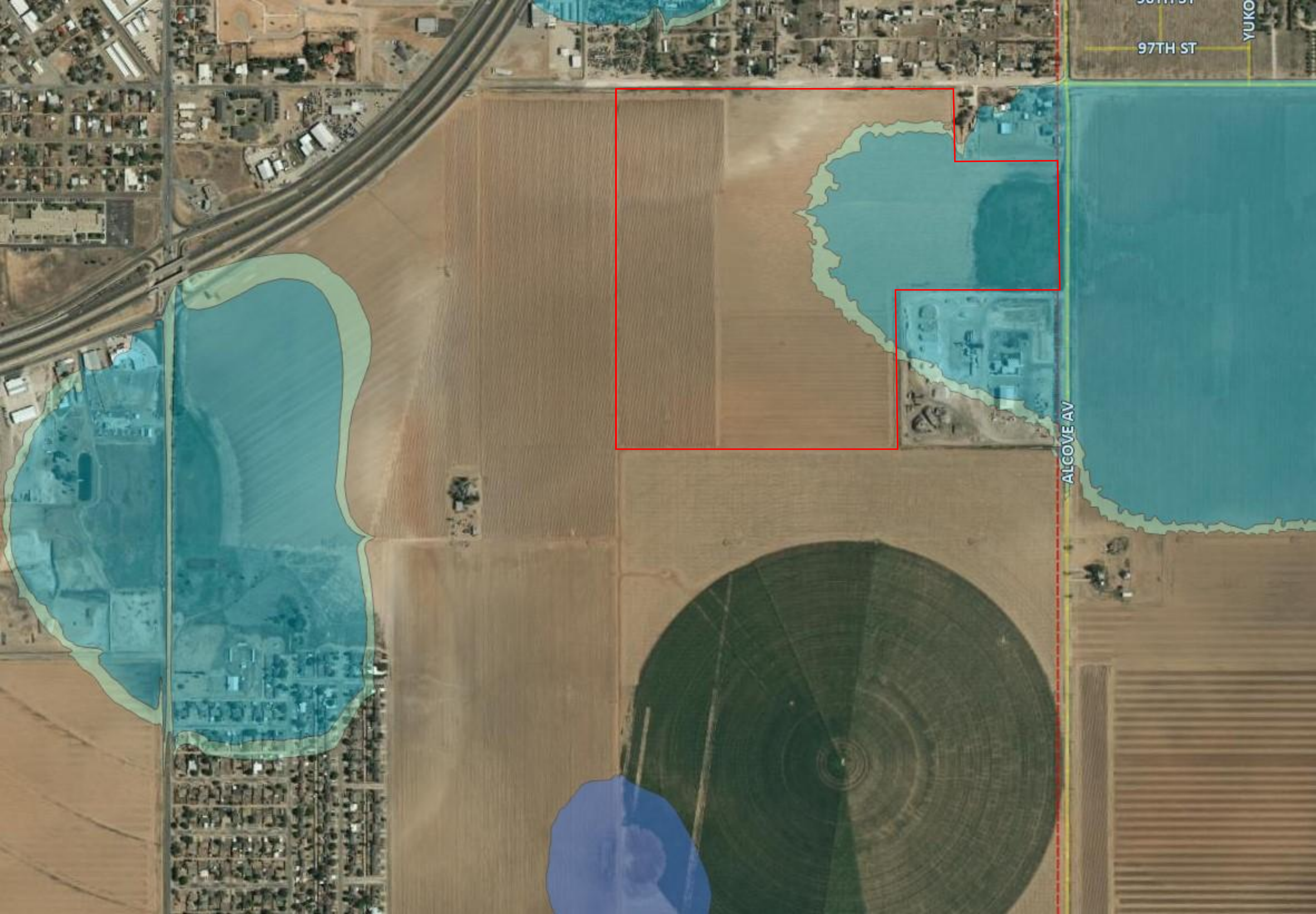
Nothing in this plan shall require the City to provide a uniform level of full services to each area of the City including the annexed area if different characteristics of topography, land use, and population density establish a sufficient basis for providing different levels of service.

### TERM

This service plan shall be valid for a term of ten (10) years.

### AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with Local Government Code, Section 43.0561.



97TH ST

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## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE**

Consider and take appropriate action on proposed Safety Toe Footwear policy for Maintenance Department.

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

Randy Criswell, City Manager

### **BACKGROUND**

It has recently come to my attention that we don't provide safety shoes for our Maintenance Department employees. I have included as an exhibit a policy that addresses this issue. The policy, as written will require all full-time employees of the Maintenance Department to wear safety toe footwear, with the understanding it is a violation of the policy to come to work without the required safety footwear. I also believe that if we're going to require the use of safety equipment, we should supply it. The policy is written to provide up to \$200/employee annually. In general, there will be some employees who won't need a pair every year, but going forward we will budget for this expense. Currently there are 13 positions in the department.

### **EXHIBITS**

Safety Toe Footwear Policy

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

Staff recommends approval of the Safety Toe Footwear policy as presented.

## **CITY OF WOLFFORTH**

### **SAFETY TOE FOOTWEAR POLICY – MAINTENANCE DEPARTMENT**

#### **Applicability**

This policy shall apply to all regular, full-time employees of the Maintenance Department. Functions of the Maintenance Department as this policy pertains to employees include Streets, Water, Wastewater, Grounds, and Parks. Exceptions will be clerical positions or positions which involve no exposure to hazards that would threaten the safety of the foot.

#### **Effective Date**

Effective May 1, 2023, employees of the Maintenance Department shall be required to wear safety shoes whenever they are considered “on the job” (this will include “on-call”, after-hours, or emergency functions): The only exception allowed will be if an employee is traveling on City business or is attending full-day classroom training or duties. Safety footwear is to be selected and picked up (or ordered if not in stock) at the designated retailer before May 31, 2023. Subsequent years will have the same deadline if an employee is to receive new shoes for that year. Footwear must be selected from the vendor designated by the City. A new employee will be allowed to receive his new footwear within two weeks of the start of his employment.

#### **Cost of Footwear**

The City will provide a maximum allowance for any pair of boots/shoes of \$200. Any employee choosing to purchase a more expensive pair of boots/shoes will be required to pay the additional cost including sales tax on the amount over \$200. For example, if footwear is selected that costs \$225, the employee will pay \$25 plus sales tax on the \$25. He will pay that cost directly to the retailer at the time of the purchase.

#### **Special Conditions**

After one year, employees will be eligible for replacement of the footwear *if deemed necessary by the supervisor or department head*. Employees will be expected to take reasonable care of the footwear provided to them from the City. Any employee who misuses or abuses his footwear in such a manner that the footwear does not last for a 12-month period may be required to purchase his own replacement pair. Abuse or negligence will not be allowed and may result in disciplinary action. It shall be up to the discretion of the supervisor and department head to determine when or if abuse/negligence has occurred.

Employees asked to perform tasks that may cause excessive damage to their city-supplied footwear will be held responsible for notifying their supervisor that additional protective equipment may be needed to perform that task.

An individual whose employment is terminated, either voluntarily or involuntarily, at any time within 12 months after being provided with safety footwear will be required to repay the City the cost of the footwear, prorated based on a 12-month useful life of the footwear. For example, if the footwear costs \$120, that cost will be considered to be \$10/month. If the employee leaves or is terminated after 6 months, he will be allowed to keep the footwear, but will have \$60 deducted from his final paycheck.

Employees working around or with electricity will be required to wear shoes with the “EH” rating.

## Certification Statement

By signing below, I hereby certify that I have read and understand the Safety Toe Footwear Policy. My signature below grants my permission to the City of Wolfforth to deduct from my final paycheck any prorated portion of the cost of the footwear I have received in accordance with the City of Wolfforth's Safety Toe Footwear Policy.

---

Employee Signature

Date

DRAFT

## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE**

Consider and take appropriate action on an Ordinance authorizing the issuance and sale of the City of Wolfforth, Texas Tax and Revenue Anticipation Note, Taxable Series 2023, and enacting other provisions related thereto.

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

Randy Criswell, City Manager

### **BACKGROUND**

On January 23, 2023, Council directed staff to proceed with the steps required to issue a Tax Note for the purpose of paying the remaining balance of \$2.35 million to West Texas Water Resources for services rendered in securing the water purchase contract with the City of Lubbock.

Vince Vialle with Specialized Public Finance will be present at the Council meeting to present the results of the bids and recommend final action.

An ordinance will be developed to reflect the actual bid prices and final amount prior to the meeting.

### **EXHIBITS**

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

Staff recommends approval of an ordinance authorizing the issuance and sale of the City of Wolfforth, Texas Tax and Revenue Anticipation Note, Taxable Series 2023, and enacting other provisions related thereto.

## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE**

Consider and take appropriate action on contract with Missouri Petroleum Products Company LLC for 2023 Group Seal Coat Program

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

Randy Criswell, City Manager

### **BACKGROUND**

Each summer, we participate in a group sealcoat program with other cities. The program is overseen by Parkhill engineering, and participation in the group allows all members of the group to collectively get better pricing for sealcoating than we could individually. Parkhill has compiled bid documents and solicited bids. Our actual quantities are: 38,605 SY @ \$3.49/SY = \$134,731.45, (subject to final adjustment based on actual quantities). This is an item in the approved FY 2023 Budget.

There are two exhibits to this item. One is the contract, including an Interlocal Agreement authorizing our participation. The other is a map showing the streets within the project, and the quantities.

### **EXHIBITS**

Contract with Missouri Petroleum  
Interlocal Agreement  
Map showing streets and quantities

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

Staff recommends approval of the contract with Missouri Petroleum, approval of the corresponding Interlocal Agreement, and authorizes the City Manager to execute all associated documents.



[illegible]

**C-121**



Street	From	To	Length (FT)	Width (FT)	Area (SY)
Cambridge Ave.	Concrete Edge at Donald Preston Dr.	Northern Property Line, United	214	Varies	1,175
Sooner St.	Western Limits	Eastern Limits	1,648	Varies	7,810
Bennett Cir.	N McPhearson Ave.	S McPhearson Ave.	2,238	Varies	8,017
McWhorter Ave.	Bennett Cir.	Cul-De-Sac	229	Varies	1,236
Wagon Ave.	Bennett Cir.	Cul-De-Sac	564	Varies	2,127
Aberdeen Ave.	20th St.	End of Pavement	1,930	Varies	6,890
Bryan Ave.	20th St.	14th St.	1,759	Varies	6,391
Donald Preston Dr	FM 179	West City Limit	1,892	Varies	4,959
Total					38,605

Background Source Data: <https://datagateway.nrcs.usda.gov/>

Street	From	To
Cambridge Ave.	Concrete Edge at Donald Preston Dr.	North
Sooner St.	Western Limits	North
Bennett Cir.	N McPhearson Ave.	North
McWhorter Ave.	Bennett Cir.	North
Wagnon Ave.	Bennett Cir.	North
Aberdeen Ave.	20th St.	North
Bryan Ave.	20th St.	North
Donald Preston Dr.	FM 179	North

Background Source Data:  
<https://datagateway.nrcs.usda.gov/>



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**SECTION 00 52 00 - AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between City of Wolfforth (“Owner”) and  
Missouri Petroleum Products Company LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor to complete all Work as specified or indicated in Contract Documents. Work is generally described as furnishing all necessary materials, machinery, equipment, superintendence, and labor for cleaning and seal coating certain streets and paved areas including other incidental items of work as called for in Specifications. Seal coat consists of asphalt binder with polymer additive and precoated aggregate cover.

**ARTICLE 2 – THE PROJECT**

- 2.01 Project, of which the Work under Contract Documents is a part, is generally described as  
**2023 GROUP SEAL COAT PROGRAM.**

**ARTICLE 3 – ENGINEER**

- 3.01 Project designed by and Owner retained **Parkhill** (Engineer) to act as Owner representative, assume all duties and responsibilities, and rights and authority assigned to Engineer in Contract Documents regarding completion of Work per Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, completion and readiness for final payment, as stated in Contract Documents, are of the essence of Contract.

4.02 Contract Times: Days

- A. Work substantially completed by September 30, 2023 and ready for final payment per Article 15.06 of General Conditions, October 14, 2023.

4.03 Liquidated Damages

- A. Contractor and Owner recognize time is of the essence as stated in Article 4.01 and Owner will suffer financial and other losses if Work not completed and Milestones not achieved prior to the dates specified in Article 4.02, plus any extensions thereof allowed per Contract. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, actual loss suffered by Owner if Work not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor pays Owner \$500 for each day that expires after time (as duly adjusted pursuant to Contract) specified in Article 4.02.A for Substantial Completion until Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor neglects, refuses, or fails to complete remaining Work within Contract Time (as duly adjusted pursuant to Contract) for completion and readiness for final payment, Contractor pays Owner \$500 for each day that expires until Work completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and not imposed concurrently.
4. Milestones: Contractor pays Owner \$500 for each day that expires after specified time (as duly adjusted pursuant to Contract) for achievement of Milestone 1, until Milestone 1 is achieved.

## ARTICLE 5 – CONTRACT PRICE

5.01 Owner pays Contractor for completion of Work per Contract Documents the amounts that follow, subject to adjustment under Contract:

- A. For all Unit Price Work, an amount equal to sum of extended prices (established for each separately-identified item of Unit Price Work by multiplying unit price times actual quantity of item):

UNIT PRICE					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.	Chip-seal, seal coat, including binder and precoated aggregate, as specified, complete in place, at a unit price per square yard of placed and completed cover.	SY	38,605	\$3.49/SY	\$134,731.45
<b>Total of all Extended Prices for Unit Price Work</b> (subject to final adjustment based on actual quantities)					<b>\$134,731.45</b>

Extended prices for Unit Price Work set forth as of Effective Date of the Contract, are based on estimated quantities. As provided in Article 13.03 of the General Conditions, estimated quantities not guaranteed and determinations of actual quantities and classifications made by Engineer.

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**ARTICLE 6 – PAYMENT PROCEDURES****6.01 Submittal and Processing of Payments**

- A. Contractor submits Applications for Payment per Article 15 of General Conditions. Engineer processes Applications for Payment as provided in General Conditions.

**6.02 Progress Payments, Retainage**

- A. Owner to make progress payments on account of Contract Price based on Contractor's Applications for Payment on or about the 20<sup>th</sup> day each month during performance of Work as provided in Article 6.02.A.1, provided Applications for Payment are timely submitted and otherwise meet Contract requirements. All payments measured by Schedule of Values established as provided in General Conditions (and in the case of Unit Price Work based on number of units completed) or, if no Schedule of Values, as provided elsewhere in Contract.

1. Before Final Completion, progress payments made in amount equal to indicated percentage but, in each case, less aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to, liquidated damages, per Contract.

- a. 90 percent of Work completed (with balance retainage). If Work 50 percent complete as determined by Engineer, and character and progress of Work satisfactory to Owner and Engineer, as long as character and progress of Work remain satisfactory to Owner and Engineer, there is no additional retainage; and
- b. 90 percent of materials and equipment cost not incorporated in Work (with balance retainage).

**6.03 Final Payment**

- A. Upon final completion and acceptance of Work per Article 15.06 of General Conditions, Owner pays remainder of Contract Price as recommended by Engineer and as provided in noted Article.

**ARTICLE 7 – NOT USED****ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS****8.01 To induce Owner to enter Agreement, Contractor makes the following representations:**

- A. Contractor examined and carefully studied Contract Documents and any data and reference items identified in Contract Documents.
- B. Contractor visited Site, conducted a thorough, alert visual examination of Site and adjacent areas, is familiar with and satisfied as to general, local, and Site conditions that may affect cost, progress, and performance of Work.
- C. Contractor is familiar with and satisfied as to all laws and regulations that may affect cost, progress, and performance of Work.

- 
- D. Contractor carefully studied all: (1) exploration reports and subsurface conditions tests at or adjacent to Site and all drawings of physical conditions relating to existing surface or subsurface structures at Site, identified in Supplementary Conditions, especially with respect to Technical Data in such reports and drawings; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to Site, identified in Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor considered information known: Information commonly known to contractors doing business near Site, information and observations obtained from visits to Site, Contract Documents, and Site-related reports and drawings identified in Contract Documents, with respect to effect of such information, observations, and documents on (1) cost, progress, and performance of Work; (2) means, methods, techniques, sequences, and procedures of construction employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on information and observations, Contractor agrees no further examinations, investigations, explorations, tests, studies, or data are necessary for performance of Work at Contract Price, within Contract Times, per other Contract terms and conditions.
- G. Contractor is aware of general nature of work performed by Owner and others at Site that relates to Work as indicated in Contract Documents.
- H. Contractor gave Engineer written notice of all conflicts, errors, ambiguities, or discrepancies discovered in Contract Documents, and Contractor accepts Engineer's written resolution thereof.
- I. Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception, all prices in Agreement are premised upon performing and furnishing Work required by Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. Contract Documents consist of:
1. Contractor's executed Bid Form.
  2. This Agreement.
  3. Performance bond.
  4. Payment bond.
  5. General Conditions.
  6. Supplementary Conditions.
  7. Specifications as listed in Table of Contents of the Project Manual.

- 
8. Drawings (not attached but incorporated by reference) bearing this general title:  
[\_\_\_\_\_].
  9. Addenda (numbers 01 to 01, inclusive).
  10. The following delivered or issued on or after Effective Date of Agreement and not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders
  - B. Documents listed in Article 9.01.A, are attached to this Agreement (except as expressly noted otherwise).
  - C. There are no Contract Documents other than those listed in this Article 9.
  - D. Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement have meanings stated in Sections 00 72 00 “General Conditions,” and 00 73 14 “Supplementary Conditions.”

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in Contract, no assignment by a party hereto of any rights under or interests in Contract will be binding on another party without written consent of party sought bound; and, specifically but without limitation, money that may become due and money due, not assigned without such consent (except to extent effect of this restriction limited by law), and unless specifically stated to contrary in any written consent to assignment, no assignment will release or discharge assignor from any duty or responsibility under Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds self, partners, successors, assigns, and legal representatives to other party, partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in Contract Documents.

### **10.04 Severability**

- A. Any provision or part of Contract Documents held void or unenforceable under any law or regulation, deemed stricken. All remaining provisions continues valid and binding upon Owner and Contractor, who agree Contract Documents reformed to replace such stricken provision or

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part thereof, with valid and enforceable provision as close as possible to expressing intention of stricken provision.

#### 10.05 Contractor's Certifications

- A. Contractor certifies he has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing Contract. For Article 10.05:
1. Corrupt Practice: Offering, giving, receiving, or soliciting anything of value likely to influence action of a public official in bidding process or in Contract execution;
  2. Fraudulent Practice: Intentional misrepresentation of facts made to (a) influence bidding process or execution of Contract to detriment of Owner; (b) establish Bid or Contract prices at artificial, noncompetitive levels; or (c) deprive Owner of benefits of free and open competition;
  3. Collusive Practice: Scheme or arrangement between two or more Bidders, with or without knowledge of Owner, to establish Bid prices at artificial, noncompetitive levels; and
  4. Coercive Practice: Harming or threatening harm, directly or indirectly, persons or property to influence participation in bidding process or affect execution of Contract.

IN WITNESS WHEREOF, Owner and Contractor signed this Agreement.

This Agreement will be effective on   (Effective Date of Agreement).

**OWNER:**  
City of Wolfforth

**By:** Randy Criswell

**Title:** City Manager

**Attest:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address for notices:**

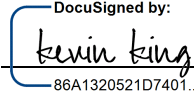
City of Wolfforth

302 Main Street

Wolfforth, Texas 79382

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

**CONTRACTOR**  
Missouri Petroleum Products Company LLC

DocuSigned by:  
  
86A1320521D7401...

**By:** Kevin King

**Title:** Executive Vice President

(If Contractor is a corporation, partnership, or joint venture, attach evidence of authority to sign.)

**Attest:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address for notices:**

Missouri Petroleum Products Company LLC

1620 Woodson Road

St. Louis, MO 63114

**License No.:** \_\_\_\_\_

(Where applicable)

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

**Agent for service of process:**

\_\_\_\_\_



## **INTERLOCAL AGREEMENT FOR LOCAL GOVERNMENT 2023 SEAL COATING PROGRAM**

This Agreement is entered into by each of the governmental entities (hereinafter individually a "Participant" or collectively, "Participants") whose signature is appended hereto as well as each additional Participant who may hereafter consent, by separate acknowledgement, to be bound by the terms of this Agreement. In addition, the professional services firm of Parkhill, Smith & Cooper, Inc. d/b/a Parkhill ("Parkhill") is a party hereto as purchasing agent for each of the Participant in accordance with the terms hereof.

### **RECITALS**

WHEREAS, this Agreement is executed pursuant to Texas Government Code, Chapter 791, the Texas Interlocal Cooperation Act and shall be subject to approval of each Participant by appropriate resolution approved by the applicable Participant's governing body;

WHEREAS, the purpose of the Interlocal Cooperation Act is to increase the efficiency and effectiveness of local governments within and outside of the State of Texas by authorizing them to contract, to the greatest possible extent, with one another; and

WHEREAS, an interlocal contract may be entered into to provide a governmental function or service that each party to the contract is authorized to perform individually, including for the purchase of goods and services, and with respect to this Agreement, each of the Participants desire to collaborate with respect to the joint bidding and engineering management of and for street improvement projects engaged separately by each of the Participants.

THEREFORE, Recitals above considered, each Participant and Parkhill agree as follows:

#### **1. Term.**

This Agreement shall extend through the 2023 seal coating season and for so long thereafter as may be necessary to complete the 2023 seal coating program in a manner satisfactory to the individual Participants.

#### **2. Seal Coating Bid Process.**

Each Participant agrees to jointly bid their individual seal coating programs for the 2023 seal coating season and to coordinate the bidding process in order to take advantage of economies of scale and to eliminate repetitive efforts by each of the Participants. Each Participant agrees to be bound by the bid specifications attached to this Agreement or otherwise provided by Parkhill to each Participant with reference to this Agreement. Each Participant agrees that the lowest responsible bid received, as approved and determined by Parkhill pursuant to the bid process, shall be accepted by Participants for their respective 2023 seal coating programs.

#### **3. Joint Bid Process.**

Each Participant agrees that Parkhill will serve as the purchasing agent for each of the Participants in all matters relating to the bidding of the seal coat program and the management of the program once the bidding has been completed. Each Participant agrees to be bound by the fee schedule submitted by Parkhill and approved by each of the Participants pursuant to this Agreement. If a Participant has entered into a separate Professional Services Agreement with Parkhill or other service provider for services in regard to the implementation, construction and management of a Participant's seal coating program, this Agreement does not affect such Professional Services Agreement.

#### **4. Communication.**

Parkhill will keep the individual Participants informed as to the progress of the bidding process and following the awarding of the bids shall coordinate the seal coat program with respect to each Participant's needs and seal coat program implementation plans disclosed to Parkhill.

## **5. Payment.**

Each Participant agrees to pay, and to be solely responsible for paying the cost of the respective Participant's portion of the seal coat program, goods or services purchased in regard to the bidding process described herein.

Payment must be made by each Participant within thirty (30) days of completion of its portion of the program, and payments must be made from current revenues available to the paying Participant and budgeted by Participant for 2023 expenditures.

In the event the governing body of a Participant shall fail to appropriate funds to participate in the seal coat program in the 2023 budget, then this Agreement shall terminate as to such Participant on the last day of the fiscal year preceding the year for which appropriation is not made. Each Participant shall promptly inform Parkhill of any budget approvals or disapprovals so that Parkhill, as purchasing agent hereunder, may evaluate and apply such financial matters in the bidding process applicable to the purchasing matters for the 2023 seal coating program pursuant to bidding schedules provided by Parkhill to each Participant.

## **6. Force Majeure.**

In the event any Participant or Parkhill shall be rendered unable to carry out its obligation under this Agreement in whole or in part as a result of a Force Majeure Event, and if the applicable party shall give notice and describe in detail the nature of the occurrence of a Force Majeure Event, then the obligation of such party giving such notice, so far as it is affected by such Force Majeure Event shall be suspended during the continuance of the inability then claimed, but for no longer period. The affected party shall use its best efforts to endeavor to overcome such inability with all reasonable dispatch. The term "Force Majeure Event" means strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemic (including the 2019 Novel Corona Virus or COVID-19, including any variants of same); World Health Organization alerts; declarations of states of emergency or similar orders issued by local, state or federal government officials; fires; riots; war or other emergencies; discovery of any hazardous substances or other similar or dissimilar cause beyond a Participant's or Parkhill's reasonable control.

## **7. Modification.**

This Agreement may be amended only with the consent of the governing bodies of each of the Participants through appropriate written resolutions, executed and delivered to and among the Participants. In the event any such amendment materially alters Parkhill's responsibilities hereunder, Parkhill shall have the right to terminate its status as purchasing agent hereunder.

## **8. Construction.**

This Agreement is intended to express the mutual intent of the Participants and Parkhill, as purchasing agent for Participants, and, irrespective of the identity of the Participant preparing this Agreement or any document or instrument referred to herein, no rule of strict construction against the party preparing the document shall be applied.

## **9. Severability.**

In the event any portion of this Agreement shall be declared to be invalid or unenforceable for any reason, such finding shall not affect the validity of the balance of this agreement.

## **10. Entire Agreement.**

This Agreement constitutes the entire agreement between the Participants collaborating hereby with respect to the seal coating program and Parkhill's services as purchasing agent for Participants. For clarity, this Agreement shall be a part of, but shall not alter or amend any Professional Services Agreement entered into by and between a Participant and Parkhill or other service provider for services in regard to the implementation, construction and management of a Participant's seal coating program. This Agreement supersedes any and all prior or contemporaneous agreements or understandings, whether written or oral with respect to the collaboration hereunder pursuant to Texas Government Code, Chapter 791, the Texas Interlocal Cooperation Act. No verbal agreement or conversation with any officer, agent or employee of a Participant either before or after execution of the Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

**11. Additional Parties.**

Each of the original signatories to this Agreement consents to the ratification of this Agreement by addition governmental Participants so long as each additional Participant agrees to be bound by the terms and conditions of this Agreement to the same extent as the original signatories.

**12. Venue**

The laws under which a Participant is organized as a form of local government shall apply to that Participant's participation and performance under this Agreement. Venue for any lawsuit or cause of action arising from this Agreement between a Participant and Parkhill shall lie exclusively in a court of competent jurisdiction in Lubbock County, Texas or in the county in which the applicable Participant exists as a local governmental entity.

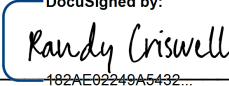
**13. Effective Date.**

This Agreement shall be effective as to each of the signatories on the date of the final execution of their respective resolutions adopting this Agreement.

[SIGNATURE PAGE FOLLOWING]

THEREFORE, the undersigned Participant and Parkhill, by and through their authorized representatives, have subscribed their names hereon effective with the **Interlocal Agreement for Local Government 2023 Seal Coating Program** made the basis hereof.

PARTICIPANT: City of Wolfforth

By:  \_\_\_\_\_  
102AE02240A5432...

Name: Mr. Randy Criswell

Title: City Manager

Date: 11/10/2022

PARKHILL, SMITH & COOPER, INC. d/b/a PARKHILL

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

Name: Kyle W. Jackson, PE

Title: Principal | Director of Transportation

Date: 10.28.2022

## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE:**

Consider and take appropriate action on Lexipol Fire Rescue 1 Training agreement and proposal.

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

Fire Chief Lance Barrett

### **BACKGROUND**

Wolfforth Fire EMS is wanting to enter into an agreement with Fire Rescue 1 / Lexipol for a training resource and tracking system. Fire Rescue 1 is used by other departments that many of our current members are a part of and would be a better platform for us to utilize.

### **EXHIBITS:**

Fire Rescue 1 Academy information sheet

Lexipol agreement

Lexipol proposal

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

Staff requests that the council approve the agreement and proposal for Wolfforth Fire EMS to utilize the Fire Rescue 1 platform for training and tracking.



## MASTER SERVICE AGREEMENT

Agency's Name: Wolfforth Fire Department  
Agency's Address: 328 E Hwy 62/82 POB 36  
Wolfforth, Texas 79382

Attention: Deputy Chief Matt Reynolds

Sales Rep: Jeff Hopper  
Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034

Effective Date:

\_\_\_\_\_  
(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions Specific to this Agreement

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

### Wolfforth Fire Department

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

### Lexipol, LLC

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Exhibit A

### SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
45	Fire & EMS Learning Platform With Services (12 Months)	USD 98.00	5%	USD 220.50	USD 4,189.50
5	EMS Learning Platform With Services (12 Months)	USD 62.00	5%	USD 15.50	USD 294.50
	<b>Subscription Line Items Total</b>			<b>USD 236.00</b>	<b>USD 4,484.00</b>
				<b>USD 236.00</b>	<b>USD 4,484.00</b>
				<b>Discount:</b>	USD 236.00
				<b>TOTAL:</b>	USD 4,484.00

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

#### Discount Notes

5% Manager Approved Discount

## **Exhibit B**

### **Terms and Conditions of Service**

**1. Definitions.** For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.

**1.1 "Agency"** means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

**1.2 "Agreement"** means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

**1.3 "Derivative Work(s)"** means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

**1.4 "Effective Date"** means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

**1.5 "Initial Term"** means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

**1.6 "Service(s)"** means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

**1.7 "Subscription Materials"** means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

**2. Term.** The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

### **3. Termination.**

**3.1 For Cause.** The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

**3.2 For Convenience.** The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.



**4. Effect of Expiration or Termination.** Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

**5. Fees and Invoicing.** Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**6. Service-Specific Terms.** The following sections apply to specific Lexipol Services:

**6.1 Policy.** Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

**6.2 Learning.** Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

**6.3 Wellness.** This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

**6.4 Grants.** This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar (\$25) late fee.

**6.5 Generally; Injunctive Relief.** Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

**7. Account Security.** The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

**8. Privacy Policy.** Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

**9. Confidentiality.** During the term of the Agreement, either party may be required to disclose information to the other party that is marked “confidential” or is of such a type that the confidentiality thereof is reasonably apparent (collectively, “Confidential Information”). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party’s directors, officers, employees, agents and other representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party’s personnel or agents.

**10. Warranty Disclaimer.** ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

**11. Limitation of Liability.** Lexipol’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

**12. General Terms.**

**12.1 General Interpretation.** The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

**12.2 Invalidity of Provisions.** Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

**12.3 Waiver.** Lexipol’s failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

**12.4 Governing Law.** The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**12.5 Compliance with Laws.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

**12.6 Attorney's Fees.** If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

**12.7 Notices.** Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

**12.8 Entire Agreement.** The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**12.9 Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

### **Lexipol Service Level Agreement for Cloud-Based Services**

- 1. Response Times.** For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.
- 2. Uptime Commitment.** The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.
- 3. Exclusions from Uptime Percentage.** All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.



# SOLUTIONS PROPOSAL



**PREPARED FOR:**

Wolfforth Fire Department  
Deputy Chief Matt Reynolds  
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8065356438

**PREPARED BY:**

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## Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

### **THE LEXIPOL ADVANTAGE**

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Wolfforth Fire Department to address your unique challenges.



# Proposal

Prepared By: Jeff Hopper  
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Email: jhopper@lexipol.com

Quote #: Q-53454-5  
Date: 1/6/2023  
Valid Through: 4/6/2023

## Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
45	Fire & EMS Learning Platform With Services (12 Months)	USD 98.00	5%	USD 220.50	USD 4,189.50
5	EMS Learning Platform With Services (12 Months)	USD 62.00	5%	USD 15.50	USD 294.50
	<b>Subscription Line Items Total</b>			<b>USD 236.00</b>	<b>USD 4,484.00</b>
				<b>USD 236.00</b>	<b>USD 4,484.00</b>
				<b>Discount:</b>	USD 236.00
				<b>TOTAL:</b>	USD 4,484.00

\*Fire pricing is based on 23 Fire Authorized Staff.

### Discount Notes

5% Manager Approved Discount



# IMPROVE SAFETY & EFFECTIVENESS WITH TRAINING YOU CAN TRUST

## Is Your Department Meeting Training Goals?

As a fire department leader, you have the responsibility to properly train your firefighters and ensure your department can demonstrate compliance. Without an effective system in place, your personnel could face challenges they're unprepared to meet, and your department could face "failure to train" liability.

Improve the safety and effectiveness of your department and personnel with FireRescue1 Academy, an online training solution from Lexipol.

## Enhance Your Training and Reduce Risk With FireRescue1 Academy

Our total training solution includes:

- 24/7 access to online learning, allowing your firefighters to train when it's convenient
- More than 1,000 courses and videos, including more than 440 hours of approved EMS CEUs
- Reports to help you monitor and track training completion, compliance and credentials
- Features that allow you to automatically document and report ISO training for audits
- 360-degree support tailored for your department's goals and needs

### KEY FEATURES



Meet training requirements by tracking course completions, classroom activity and hands-on training in one location



Manage and track credential renewal by level, state and category requirement



Upload and build your own content, including tests and quizzes to assign to personnel



Create and reuse learning plans for situations such as onboarding, annual EMT recertification and ISO

## Solve Your Training Challenges With FireRescue1 Academy



### Meet Annual Training Mandates

Select and assign the courses your personnel need and track progress so there's no scrambling as recertification and compliance dates approach



### Improve Firefighter Learning

Incorporate online learning with your hands-on training to increase knowledge retention and firefighter competence



### Decrease Departmental Liability

Use visual analytics dashboards that include course and policy status, as well as active and past-due assignments, to reduce risk associated with noncompliance



### Maximize Training Resources

Use online courses to save on overtime and travel costs and to prepare your personnel for in-person training, allowing for more hands-on time



### Develop Future Leaders

Use Learning Plans and Task Books to create promotional tracks and capitalize on leadership development courses



### Simplify Training Administration

Centralize training documentation with the capability to schedule online training and track and document offline training

## Courses For Every Training Need

FireRescue1 Academy includes an extensive library of online fire and EMS continuing education that can be delivered during in-service or field training or in a self-paced format. Topics include:

- Fire Service Management
- Fire Officer 1 & 2
- Fire Inspector
- Incident Command
- Modern Medic (ALS, BLS)
- Health & Wellness
- Mass Casualty Incidents
- Fireground Operations
- Hazards & Hazmat
- Pump Operator
- EVOC-Fire/EMS
- Firefighter 1 & 2

## Trusted by Hundreds of Departments Across the Country



"The format of FireRescue1 Academy is well put together and that helps our firefighters stay attentive. One of the best things about this training solution is that we have the ability to start and stop training at any time as we are in and out of the station responding to calls. We also really like that this program utilizes more video and audio formats, which our previous solution did not provide. FireRescue1 is a great addition to Mesquite Fire and we are happy to have a program that supports our industry's continuing education."

Deputy Fire Chief Shawn Tobler  
Mesquite (NV) Fire Rescue



"Previously, we had been searching for an online training platform that not only ensured cost savings but offered a strong content library and custom course builder that would allow for our department to add specific training content. Since implementing FireRescue1 Academy, we are taking full advantage of this modern-day training solution for applied learning, which has led us to maintaining our ISO 2 rating."

Chief Thomas Ebsen  
Oak Park (IL) Fire Department