

**WOLFFORTH CITY COUNCIL AGENDA  
AUGUST 7, 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 Brashier**

**Pledge of Allegiance – Council Member Cooper**

**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 July 31, 2023**
- 2. Consider and take appropriate action on Ordinance 2023-016**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS,  
ORDERING A SPECIAL ELECTION ON NOVEMBER 7, 2023, FOR THE PURPOSE OF  
DETERMINING IF HOME RULE STATUS SHOULD BE GRANTED TO THE CITY OF**

**WOLFFORTH; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; AND RESOLVING OTHER MATTERS RELATED TO THE CONDUCT OF SUCH ELECTION.**

**3. Consider and take appropriate action Resolution 2023-011 – First Reading**

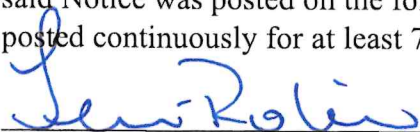
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AUTHORIZING THE USE OF WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION FUNDS FOR THE CONSTRUCTION OF A CITY OF WOLFFORTH WELCOME SIGN.**

**Items for Individual Consideration**

- 4. Consider and take appropriate action on proposal from Kimley Horn for engineering services for 12” water distribution lines associated with new elevated storage tank.**
- 5. Consider and take appropriate on budget workshop for Fiscal Year 2023-2024**
- 6. Consider and take appropriate action on proposed tax rate for Fiscal Year 2023-2024**
- 7. Executive Session: In accordance with Texas Government Code, Section 551-001, et seq., the City Council will recess into Executive Session (closed meeting) to discuss the following:**
  - a. 551.071 Consultation with Attorney: To consult with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 – Open Meetings**
- 8. Reconvene into Open Session: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.**
- 9. Council Requests for Future Agenda Items**
- 10. 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: August 4, 2023 at 5:00 p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."



Terri Robinette, City Secretary

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Date Notice Removed

Agenda Item #1

**MINUTES OF A REGULAR MEETING  
CITY COUNCIL OF WOLFFORTH, TEXAS  
302 Main Street, WOLFFORTH, TX  
Monday, July 31, 2023, 6:00 p.m.**

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

**MEMBERS ABSENT:**

**OTHERS PRESENT:** City Manager Randy Criswell; Assistant City Manager Rick Scott; City Secretary Terri Robinette; Fire Chief Lance Barrett, EDC Director Danielle Sweat, Development Director Tara Tomlinson; Public Works Randy Hall, Library Director Kimberly Brantley

**OTHERS PRESENT BY TEAMS:**

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

1. There were no public comments.
2. Motion by Council member McDonald, second by Council member Cooper to approve the Consent Agenda. Motion carried unanimously.
  - A. Consider and take appropriate action on minutes from July 17, 2023.
3. Motion by Council member Cooper, second by Council member McDonald to approve the Land Use Assumpstion and Water Impact Fee Capital Improvement Plan and approve Resolution 2023-010 calling for a Public Hearing to be held on September 18, 2023 before the Council to consider imposing water impact fees. Motion carried unanimously.
4. Motion was made by Council member Hutcheson, second by Council member Brashier to place the Wolfforth Home Rule Charter as presented by the Charter Commission on the November 7, 2023 ballot. Motion carried unanimously.
5. With no other business to come before the Council, motion was made by Council member Hutcheson, second by Council member McDonald to adjourn the meeting. Motion carried unanimously and the meeting was adjourned at 6:52pm.

**PASSED AND APPROVED THIS THE 7th DAY OF AUGUST, 2023.**

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**Charles Addington, II, Mayor**

**ATTEST:**

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**Terri Robinette, City Secretary**

## **AGENDA ITEM COMMENTARY - ITEM #2**

### **ITEM TITLE**

Consider and take appropriate action on Ordinance 2023-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, ORDERING A SPECIAL ELECTION ON NOVEMBER 7, 2023, FOR THE PURPOSE OF DETERMINING IF HOME RULE STATUS SHOULD BE GRANTED TO THE CITY OF WOLFFORTH; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; AND RESOLVING OTHER MATTERS RELATED TO THE CONDUCT OF SUCH ELECTION.

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

Terri Robinette, City Secretary

### **BACKGROUND**

The final Home Rule Charter for the City of Wolfforth was presented by the Charter Commission at the July 31, 2023 City Council meeting. At that time, staff was directed to place the Charter on the November ballot for consideration by the voters. This Ordinance calls for that special election to be held on the uniform election date of November 7, 2023 and includes the language to used on the ballot as well.

### **EXHIBITS**

Ordinance 2023-016

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

Approval of Ordinance

**ORDINANCE NO. 2023-016**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, ORDERING A SPECIAL ELECTION ON NOVEMBER 7, 2023, FOR THE PURPOSE OF DETERMINING IF HOME RULE STATUS SHOULD BE GRANTED TO THE CITY OF WOLFFORTH; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; AND RESOLVING OTHER MATTERS RELATED TO THE CONDUCT OF SUCH ELECTION.**

**WHEREAS**, the City of Wolfforth is a Type A general law municipality located in Lubbock County, Texas; and

**WHEREAS**, the City Council hereby finds and determines that the population of the City of Wolfforth is in excess of 5,000 inhabitants; and

**WHEREAS**, Article 11, Section 5 of the Texas Constitution permits cities having more than 5,000 inhabitants, by a majority vote of the qualified voters of the city at an election held for that purpose, to adopt a Home Rule Charter; and

**WHEREAS**, as the City Council of the City of Wolfforth deems that it is in the best interest of the city and its inhabitants for Wolfforth to become Home Rule and thereby acquire the authority and local control that home rule status allows; and

**WHEREAS**, pursuant to Chapter 9 of the Local Government Code, a charter commission was appointed and said commission proceeded with the framing of a charter for the City of Wolfforth; and

**WHEREAS**, the Wolfforth Charter Commission has presented to the City Council that they have completed Wolfforth's Home Rule Charter; and

**WHEREAS**, the City Council has determined that in the submission of this charter to the voters of the City of Wolfforth, it would be impractical to segregate each subject for a separate vote thereon, for the reason that that in order for the Charter to work and function, it could not be practically constructed without adoption in its entirety; therefore, it shall be submitted so as to be voted upon as a whole; and

**WHEREAS**, Section 9.03 of the Local Government Code requires that the charter be submitted to the qualified voters of the municipality at an election held on the first authorized uniform election date prescribed by the Election Code that allows sufficient time to comply with other requirements of law and that occurs on or after the fortieth (40) day after the date the Charter Commission completes its work.

**WHEREAS**, The City of Wolfforth will hold a special election for the purpose of submitting to the qualified voters of the City a determination if home rule status should be granted to the City, on the November 7, 2023, uniform election date; and

**WHEREAS**, The City Council finds that it is in the public interest to enter into a joint election agreement and election services contract with Lubbock County ("Contract for Election Services") in

order to provide the most efficient and convenient voting opportunities for both the City and State elections, with voting available in all Lubbock County polling locations and the potential for extended hours for early voting.

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

**SECTION 1.** A Special Election is hereby ordered to be held on the 7th day of November 2023, in the City of Wolfforth, Texas, for the purpose of determining if home rule status should be granted to the City.

**SECTION 2.** At said election the determination of the adoption of a home rule charter, as provided for in the attached Exhibit “A”, for the City of Wolfforth shall be submitted to the electorate, in the form of the following proposition:

THE ADOPTION OF A HOME RULE CHARTER FOR THE CITY OF WOLFFORTH TO INCLUDE PROVISIONS FOR ITS FORM OF GOVERNMENT; POWERS OF THE CITY; THE CITY COUNCIL; DEPARTMENTAL SERVICES; NOMINATIONS AND ELECTIONS; RECALL, INITIATIVE AND REFERENDUM; AND OTHER GENERAL AND LEGAL PROVISIONS

For ( ☐ )

Against ( ☐ )

**SECTION 3.** Should the Home Rule Charter be approved by the vote of the Citizens of Wolfforth then, at the meeting where City Council enters the order into the City’s records declaring the Home Rule Charter adopted the City Council Members shall, after the adoption of said order, draw lots for the determination of City Council Member places.

**SECTION 4.** The polling place on Election Day shall be open from 7:00 a.m. to 7:00 p.m. All qualified voters of the City of Wolfforth shall be entitled to vote in said election.

**SECTION 5.** The election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas, and conducted in accordance with the terms set forth in the Contract for Election Services.

**SECTION 6.** The Mayor is authorized to sign any notices or orders required by state law and the Contract for Election Services.

**SECTION 7.** The City Secretary is hereby designated as the election officer for the City and is hereby authorized to perform all duties and take all actions as required pursuant to the Contract for Election Services and is further authorized to take any additional actions required by state law.

**SECTION 8.** Early voting in said elections shall be conducted during the early voting period designated as October 23<sup>rd</sup> through November 3<sup>rd</sup>, 2023, and be conducted at the sites and during the hours listed on Exhibit B. 1308 Crickets Ave., Lubbock, Texas, serves as the main early voting polling place.



**SECTION 9.** Roxzine Stinson, Lubbock County Clerk, is hereby designated as the Early Voting Clerk and shall conduct early voting in said election, as required by law. Election officers, judges, and clerks to serve at the polling place(s) of the election shall be provided by the Lubbock County Office of Elections and will be appointed as provided for in the Contract for Election Services.

**SECTION 10.** Applications for voting by mail will be accepted until 5:00 pm, October 27, 2023.

**SECTION 11.** Early voting by personal appearance shall be conducted on each day during the lawful early voting period, with polling locations designated by Lubbock County. During the lawful early voting period, the Early Voting Clerk shall keep such locations open for early voting as required by the Texas Election Code, at a minimum.

**SECTION 12.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as part of the judgment and finding of the City Council.

**SECTION 13.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality will not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrases, clause, sentence, paragraph, or section.

**SECTION 14.** This Ordinance shall become effective immediately upon adoption.

**PASSED AND APPROVED ON** this 7<sup>th</sup> day of August, 2023.

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Charles Addington, II, Mayor

ATTEST:

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Terri Robinette  
City Secretary

## **AGENDA ITEM COMMENTARY - ITEM #3**

### **ITEM TITLE**

Consider and take appropriate action on Resolution 2023-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AUTHORIZING THE USE OF WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION FUNDS FOR THE CONSTRUCTION OF A CITY OF WOLFFORTH WELCOME SIGN.

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

Terri Robinette, City Secretary

### **BACKGROUND**

The City Council held a public hearing on July 17, 2023 to hear details of this proposed project by the EDC consisting of landscaping and a welcome sign at the intersection of Donald Preston Drive and Alcove Ave. The next step in the approval of the expenditure of funds in the amount of \$225,000 is for the Council to consider a Resolution in support of this project.

Local Government Code Sec 505 requires two readings of this Resolution before money can be spent. This action item will need a reading of the caption only and any discussion necessary but no action will need to be taken. The second reading of this Resolution will be on the 8/21 agenda and will require action at that time.

### **EXHIBITS**

Resolution 2023-011

Welcome Sign Presentation from Public Hearing on 7/17/2023

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

No action at this time

A circular wreath of various botanical illustrations surrounds a central white circle. The plants include green ferns, red maple leaves, yellow flowers, purple flowers, and large green leaves.

Wolfforth EDC

# Monument & Landscaping Project

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# Introduction

The WEDC, a Texas non-profit 4B economic development corporation, will receive comments between June 26, 2023 and August 24, 2023 on a proposed economic development project granting approximately \$225,000 to the City of Wolfforth for monument construction and landscaping. This will be located at the northwest corner of Donald Preston Drive and Alcove Ave.





# CITY OF WOLFFORTH ENTRY MONUMENT DESIGN

## SCHEMATIC PLAN



SCHEMATIC DESIGN



# Monument Sign

The City of Wolfforth and Wolfforth EDC will be working along side Kimley Horn and Skyrte to design a “Welcome to Wolfforth” monument sign to be placed on the property at Donald Preston Drive and Alcove. The monument will be double faced with an overall height of about 7’-7”5 and width of about 12’.





Thank you



Danielle Sweat

[dsweat@wolfforthtx.us](mailto:dsweat@wolfforthtx.us)

[www.wolfforthtx.us](http://www.wolfforthtx.us)



**RESOLUTION NUMBER 2023-011**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AUTHORIZING THE USE OF WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION FUNDS FOR THE CONSTRUCTION OF A CITY OF WOLFFORTH WELCOME SIGN.**

**WHEREAS**, the Wolfforth Economic Development Corporation (the “WEDC”) is a Type B economic development corporation created by the City of Wolfforth, Texas (the “City”), which has a population of less than 20,000;

**WHEREAS**, the WEDC has requested authorization to spend \$225,000.00 for the construction and installation of a welcome sign at the northwest corner of Donald Preston and Alcove Avenue that would welcome individuals into the City of Wolfforth;

**WHEREAS**, the City Council believes that the construction and installation of the welcome sign will enhance the City of Wolfforth by promoting the City and making the City more attractive to potential businesses;

**WHEREAS**, the Wolfforth City Council held public hearings on August 7, 2023 and August 21, 2023 to consider authorizing the grant by the Wolfforth Economic Development Corporation for the welcome sign; and

**WHEREAS**, this Resolution was approved in a meeting which was open to the public and preceded by proper notice as required by Chapter 551 of the Texas Government Code;

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

Section 1. **Findings**. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made hereof for all purposes as findings of fact.

Section 2. **Proceedings**. That the WEDC is hereby authorized to spend up to \$225,000.00 for the construction and installation of a City of Wolfforth welcome sign at the northwest corner of Donald Preston and Alcove Avenue. The officers of the City and the WEDC are hereby authorized and directed to take such action as may be reasonably necessary to carry this Resolution into effect.

Section 3. **Open Meetings**. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notices of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, of the Texas Government Code

**APPROVED** on this the 21<sup>st</sup> day of August 2023.

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Charles Addington, II, Mayor



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Terri Robinette, City Secretary

## **AGENDA ITEM COMMENTARY - ITEM #4**

### **ITEM TITLE**

Consider and take appropriate action on proposal from Kimley Horn for Engineering services for 12” distribution lines associated with new elevated tank

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

Randy Criswell, City Manager

### **BACKGROUND**

We have an Individual Project Order from Kimley Horn to perform the engineering services for additional 12” distribution lines needed to accomplish the following objectives:

- Connect the new elevated tank with the Overlook and Harvest Subdivisions
- Connect the new elevated tank to the existing water distribution system along FM 179 and portions of the distribution system west of FM 179
- Provide a dedicated 12” line to Elevated Storage Tank #3

These lines are consistent with those discussed in the Elevated Storage Tank update/report that the Council received on July 17.

Representatives from Kimley Horn will be present to answer any questions you may have.

### **EXHIBITS**

Proposal from Kimley Horn

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

Staff recommends approval and execution of the IPO as presented.

## **INDIVIDUAL PROJECT ORDER NUMBER 01-2022-1**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Wolfforth (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated November 8, 2019, which is incorporated herein by reference.

### **Identification of Project:**

**Project Name: City of Wolfforth Water Line Extensions**

**Kimley-Horn Project Manager: Kenny Friar**

**Project Number: 066079904**

### **Project Understanding**

The Client desires to construct approximately 11,250 linear feet of 12-inch PVC water line. There are three (3) separate locations within the City of Wolfforth where these improvements will take place. These locations are shown in **Attachment 1** to this contract. These water lines will be constructed separately from the Wolfforth Elevated Storage Tank Project.

The Consultant understands that property negotiations and property owner coordination required for construction and surveying will be performed by the Client. The Consultant also understands that the Client will be performing all bidding and advertisement services for the project.

#### **Tank #3 Water Transmission Line**

1. Design of approximately 2,750 linear feet of 12-inch water line.
2. Design of necessary water line appurtenances such as valves, hydrants, and fittings.
3. One Lubbock and Western Railroad crossing is anticipated, and a permit will be required.
4. Coordination with Frenship ISD on the proposed alignment is anticipated.
  - a. Permanent and temporary construction easements are anticipated.

#### **Overlook Water Transmission Line**

1. Design of approximately 3,200 linear feet of 12-inch water line.
2. Design of necessary water line appurtenances such as valves, hydrants, and fittings.
3. Coordination with the Overlook Land Group on the proposed alignment is anticipated.
  - a. Permanent and temporary construction easements are anticipated.

#### **Betenbough Water Transmission Line**

1. Design of approximately 5,300 linear feet of 12-inch water line.
2. Design of necessary water line appurtenances such as valves, hydrants, and fittings.
3. Coordination with the City of Lubbock on the proposed alignment along Alcove Avenue is anticipated.

### **Specific Scope of Services:**

The Consultant will perform the following Professional Services:

#### **Task 1 – Project Management**

1. Project Administration
  - a. Prepare monthly invoicing documents (three (3) months is assumed)
  - b. Prepare and email monthly progress reports to Client (three (3) months is assumed)
2. Subconsultant and External Coordination
  - a. Consultant will conduct and facilitate meetings with each of the following stakeholders (one (1) meeting with each stakeholder is anticipated):
    - i. Lubbock and Western Railroad
    - ii. Frenship ISD

- iii. Overlook Land Group
- iv. Betenbough
- v. TCEQ
- b. Consultant will prepare agreements for execution with Sub-Consultants, as necessary.

Deliverables:

- 1. Monthly progress reports and invoices

Services/Deliverables provided by the Client:

- 1. Review monthly invoices.

**Task 2 – Survey**

- 1. Design Survey and Research
  - a. The limits of the survey for each project site are shown in **Attachment 1**. The width of the survey for each project site shall be limited to 50 feet.
  - b. Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
  - c. Establish horizontal and vertical control at 1,000-foot intervals for each project site.
  - d. Perform a field survey to identify and locate existing topographic elements within each project site, consisting of the following:
    - i. 100-foot grid spot shots plus grade breaks sufficient to generate a Digital Terrain Model.
    - ii. Visible improvements including photos and field sketches within each project site
    - iii. Existing pavement, curb and gutter, sidewalks, barrier free ramps, etc.
    - iv. Existing storm sewer inlets, manholes, junction boxes, and outfalls
      - a. Measure-downs to flowline, direction, size, and material required for all utility manholes
    - v. Vaults, water valves, water meters, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
      - a. Measure-downs to top of nut for water valves.
    - vi. Signs (excluding temporary signs)
    - vii. Trees, 12-inch caliper and up
    - viii. Fence limits and material types
  - e. Research will consist of obtaining copies of publicly available deeds, plats, and easements for the subject tract of land. An abstract of title is not included.
  - f. Locate property and right-of-way corners.
  - g. Prepare a property map with property line, right-of-way lines, and monumentation discovered.
  - h. Prepare a final topographic drawing in AutoCAD 2022 format at 1"=20' scale (including one-foot contours and breaklines) showing the features located in the field, an ASCII coordinate file of the points located in the field.
- 2. QA/QC - Consultant will perform an internal review prior to submittal in accordance with quality assurance standards established for this project. QA/QC comments will be collected from the reviewer(s), documented, and comments addressed prior to each plan submittal to the City.

Deliverables:

- 1. Final topographic drawing in AutoCAD 2022 Format

**Task 3 – Preliminary Design**

- 1. The Consultant will prepare engineering plans, specifications, and construction contract documents for project bidding and regulatory approval. Plans will consist of 22" x 34" plan and profile sheets at a scale of 1" = 20'. The Consultant anticipates preparing approximately 30 plan sheets, based on the approximately 11,250 linear feet of water line anticipated. The Consultant will provide the following information on the plan sheets:
  - a. General Sheets
    - i. Cover
    - ii. Location Map
    - iii. General Notes
    - iv. Water Line Site Schematic

v. Horizontal/Vertical Control

b. Water Line Plan and Profile Sheets

i. Plan View

1. Control data
2. Existing right-of-way and easements
3. Existing topography
4. Existing pavement
5. Existing trees
6. Existing driveway locations
7. Existing storm drain and culvert locations
8. Existing water lines and appurtenances
9. Existing sanitary sewer lines and manholes
10. Existing franchise utility locations (based upon SUE and franchise utility information)
11. Proposed centerline alignment
12. Proposed fire hydrant locations
13. Proposed water service locations

ii. Profile View

1. Existing ground profile
2. Proposed water line alignment
  - a. A profile view for the proposed water line alignment will be designed for all water lines.
3. Existing utility crossings

2. Prepare preliminary opinion of construction costs (OPCC).

- a. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding market conditions, and opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

3. Easement Instruments of Conveyance

- a. Prepare easement instruments (narrative and graphic exhibits of easements required for permanent and temporary construction).
- b. Up to two (2) easement instruments are included. Additional easement instruments will be Additional Services.
- c. Individual easement instrument exhibits shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
  - i. Parcel number
  - ii. Area required (acres)
  - iii. Area remaining (acres)
  - iv. Legal description
  - v. Current owner
  - vi. Any existing platted easements or easements filed by separate instrument including easements provided by utility companies
  - vii. Proposed permanent and temporary easements.
  - viii. Metes and bounds description of easements to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.

Meetings:

1. Prepare for and attend one (1) in-person meeting with the Client to review preliminary design plans and OPCC.

Deliverables:

1. One (1) .pdf copy of the preliminary design complete plans and OPCC for review and comment.
2. Two (2) easement instrument exhibits.

Services/Deliverables provided by the Client:

1. Review and comment on the preliminary design submittal.

**Task 4 – Final Design**

Once the Preliminary Design has been approved by the Client, the Consultant will proceed with Final Design. The Consultant will provide the following professional services.

1. The Consultant will prepare and submit final plans and specifications to the Client. The Consultant will provide the following information on the plan sheets:
  - a. General Sheets
    - i. Cover
    - ii. General Notes
    - iii. Water Line Site Schematic
    - iv. Horizontal/Vertical Control
  - b. Water Line Plan and Profile Sheets
    - i. Plan View
      1. Control data
      2. Existing right-of-way and easements
      3. Existing topography
      4. Existing pavement
      5. Existing trees
      6. Existing driveway locations
      7. Existing storm drain and culvert locations
      8. Existing water lines and appurtenances
      9. Existing sanitary sewer lines and manholes
      10. Existing franchise utility locations (based upon SUE and franchise utility information)
      11. Proposed centerline alignment
      12. Proposed fire hydrant locations
      13. Proposed water service locations
    - ii. Profile View
      1. Existing ground profile
      2. Proposed water line alignment
      3. Existing utility crossings
  - c. Traffic Control
  - d. Construction Details
    - i. Consultant will utilize the City of Lubbock's standard construction details and prepare additional construction details as necessary.
2. Contract Documents
  - a. Prepare specifications, to include technical specifications for materials and installation of the proposed facilities. Specifications shall include City of Lubbock standard and non-standard technical specifications for materials and installation of the proposed facilities.
  - b. The Contract Documents will be based upon the Engineers Joint Contract Documents Committee (EJCDC) documents.
3. Prepare preliminary opinion of construction costs (OPCC).
  - a. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding market conditions, and opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.
4. Permitting
  - a. Submit plans to the following anticipated agencies:

- i. Lubbock and Western Railroad
    - ii. TCEQ
  - b. Prepare required forms and cover letters for submission
  - c. Respond to questions from agency reviewer and make any necessary design revisions
5. Submit to the Client final bidding documents for the project.

Deliverables:

- 1. Five (5) copies of final plans, specifications, contract documents and an OPCC for bidding.
- 2. Permitting – As described above.

**Task 5 – Construction Contract Administration**

Consultant will provide the following professional construction phase services to the Client during construction of this project.

For the basis of establishing the Consultant's Fee, the estimated construction period of the project is twelve (12) months. The construction phase services are as follows:

- 1. Bid Document Preparation and Contractor Notification. Consultant will issue a bid package and conduct a pre-bid meeting with potential bidders. Consultant will tabulate the bids received and evaluate general compliance of bids with the bidding documents. Consultant will provide a summary of this tabulation and evaluation. If requested, Consultant will notify the selected Contractor.
- 2. Pre-Construction Conference. Consultant will conduct a Pre-Construction Conference before the start of construction.
- 3. Site Visits and Construction Observation. Consultant will make up to one (1) visit per month for the construction period duration to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.
- 4. Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.
- 5. Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.
- 6. Construction Meetings. Consultant will attend construction meetings on site up to one (1) visit per month for the construction period duration.
- 7. Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- 8. Clarifications and Interpretations. Consultant will respond to reasonable and appropriate up to five (5) Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.
- 9. Change Orders. Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 10. Shop Drawings and Samples. Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- 11. Substitutes and "or-equal/equivalent." Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- 12. Inspections and Tests. Consultant may require special inspections or tests of Contractor's work, and may receive

and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.

13. Disputes between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.
14. Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
15. Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.
16. Record Drawings. Consultant will prepare record drawings showing significant changes reported by the Contractor or made to the design by Consultant. Record drawings are not guaranteed to be as-built but will be based on information made available. Consultant will provide the following deliverables:
  - a. One (1) set of reproducible (22" x 34") Record Drawings.
  - b. One (1) set of .pdf file Record Drawings (each sheet will be a separate .pdf file)

Deliverables:

1. Requests for Information – as described above.
2. Shop Drawings and Samples Reviews – as described above.
3. Change Orders – as described above.
4. Application for Payment – as described above.
5. Record Drawings – as described above

Services/Deliverables provided by the Client:

1. Resident project representative and inspection.
2. Provide input on progress of work.
3. Payment of the Contractor.



### **Additional Services**

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the Client. Compensation for additional services will be agreed to prior to their performance.

- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the Client.
- Any additional changes to the Contract Documents necessary to break the project into more than one (1) separate bid packages.
- Bidding and advertising the project more than one time.
- Establish new survey monuments.
- Assisting in Condemnation Services during property acquisition.
- Attendance at Public Meetings.
- Design of any offsite drainage improvements beyond the improvements identified in the scope.
- Preparation of SWPPP.
- Additional sets of bidding documents.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Additional construction contract administration responsibilities beyond those specifically included in the Scope of Services referenced above.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Accompanying the Client's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of Engineering data and reports for assistance to the Client.
- Any services not listed in the Scope of Services.

### **Schedule:**

Upon receipt of the Notice to Proceed (NTP) Kimley-Horn will prepare a project schedule with specific delivery dates. The schedule will be reliant upon receiving review comments from the Client on each submittal in a timely manner.

**Terms of compensation:**

The services identified in the scope of services shall be provided on a lump sum and hourly (not to exceed) basis. See below for Task budget breakdowns:

**Lump Sum**

Task 1 – Project Management	\$ 5,100
Task 2 – Survey	\$ 60,700
Task 3 – Preliminary Design	\$ 37,600
Task 4 – Final Design	\$ 34,200
<b>Total (Lump Sum)</b>	<b>\$ 137,600</b>

**Hourly (Not to Exceed)**

Task 5 – Construction Contract Administration	\$ 28,200
<b>Total Hourly (Not to Exceed)</b>	<b>\$ 28,200</b>

**PROJECT TOTAL** **\$ 165,800**

KH will perform the services in Tasks 1 through 4 for the total lump sum fee of \$137,600. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

KH will perform the Services in Task 5 and additional services on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to the attached rate schedule, which is subject to annual adjustment. KH recommends the Client budget \$28,200 for this task based on the estimated construction period.

ACCEPTED:

**CLIENT**

**KIMLEY-HORN AND ASSOCIATES, INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

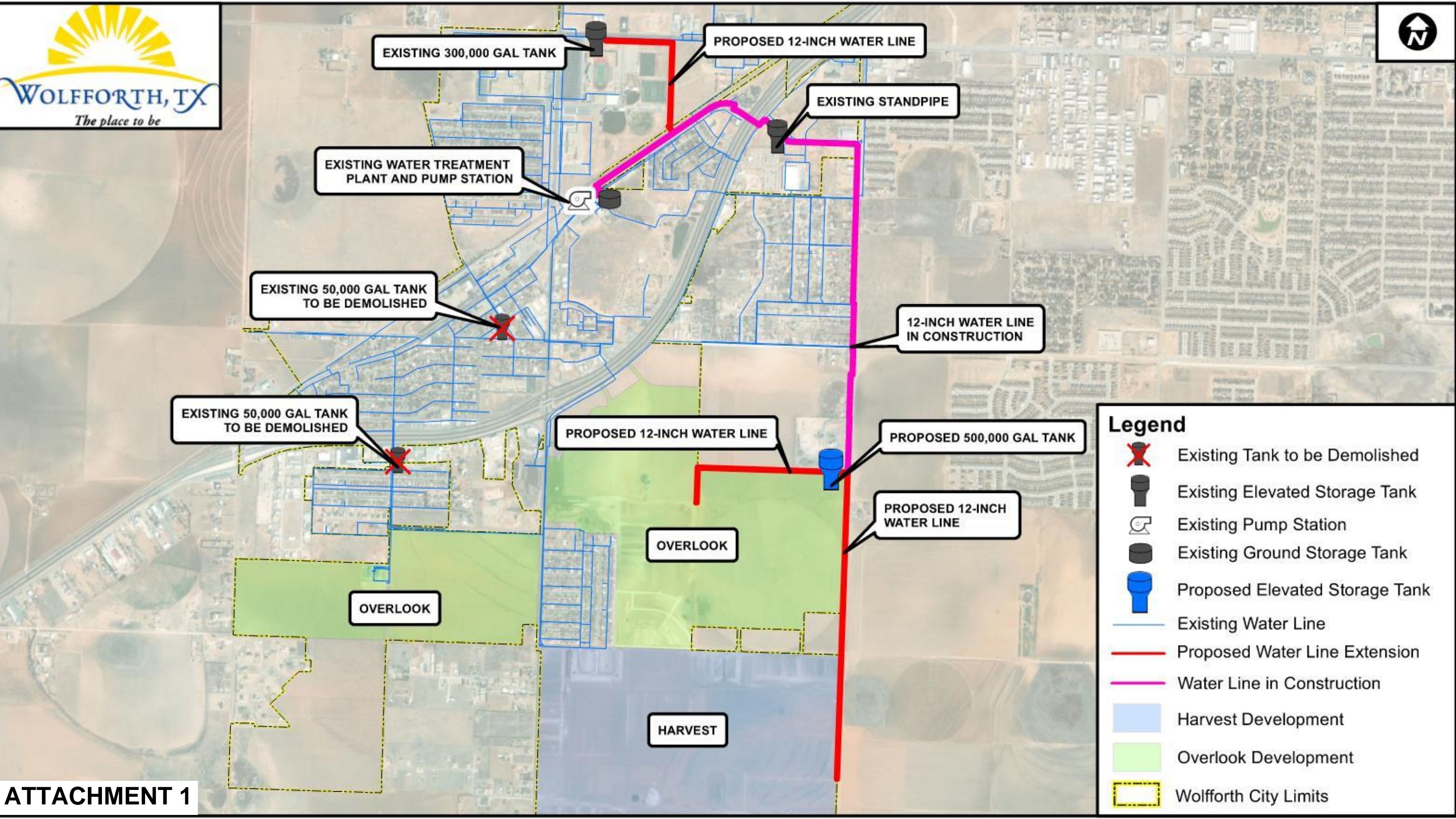
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## **AGENDA ITEM COMMENTARY - ITEM #6**

### **ITEM TITLE**

Consider and take appropriate action on proposed tax rate

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

Randy Criswell, City Manager

### **BACKGROUND**

At the time of the preparation of this item, we have not received our formal tax rate calculations, but we anticipate receipt by the end of the week ending August 4. Once this information is received, we will be prepared to make a recommendation to you as to what the proposed tax rate will be.

Tonight's action will be to take a Record Vote on the proposed tax rate.

### **EXHIBITS**

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

There must be a record vote taken on the proposed tax rate.