

**WOLFFORTH CITY COUNCIL AGENDA  
OCTOBER 2, 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 Hutcheson**

**Pledge of Allegiance – Council Member McDonald**

**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.

**Recognition and Proclamations**

**Annabelle Bennett – 2023 Wolfforth Harvest Queen**

**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 September 18, 2023**
- 2. Consider and take appropriate action on Resolution 2023-014 – 1<sup>st</sup> Reading**

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

- 3. Consider and take appropriate action on Resolution 2023-015 – 1<sup>st</sup> Reading**

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

- 4. Consider and take appropriate action on Pay Estimate #1 to Missouri Valley for 2023  
Sealcoat project**

- 5. Consider and take appropriate action on Resolution 2023-016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WOLFFORTH, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT  
FOR ELECTION SERVICES WITH LUBBOCK COUNTY FOR  
ELECTIONS HELD THROUGH SEPTEMBER 30, 2024.**

- 6. Consider and take appropriate action on Resolution 2023-017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WOLFFORTH AUTHORIZING THE APPROVAL OF ELECTION  
RELATED LOCATIONS AND APPOINTMENTS FOR THE NOVEMBER  
7, 2023 SPECIAL ELECTION**

- 7. Consider and take appropriate action on request for Hotel Occupancy Tax funds for  
Frenship Basketball Regional Tournament**
- 8. Consider and take appropriate action on request for Hotel Occupancy Tax funds for  
Frenship Track Regional Meet**
- 9. Consider and take appropriate action on Master Fee Schedule**
- 10. Consider and take appropriate action on agreement for professional services  
from Kimley Horn for Library Landscaping Project**

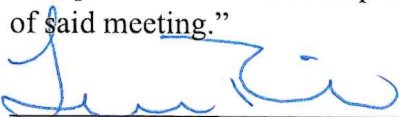
**Items for Individual Consideration**

- 11. Consider and take appropriate action on Interlocal Agreement with ESC Region 10  
for 457 (b) Retirement Savings Plan**

12. Consider and take appropriate action on report on new City website
13. Consider and take appropriate action on report on City Charter Election
14. **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. **551.072 Deliberations about Real Property:** To deliberate the purchase, exchange, lease or value of real property (i)Water Rights Acquisition
15. **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.
16. **Council Requests for Future Agenda Items**
17. **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 before the following date and time: September 29, 2023 at 5:00 p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."



Terri Robinette, City Secretary

Date Notice Removed

# AGENDA ITEM #1

## **MINUTES OF A REGULAR MEETING CITY COUNCIL OF WOLFFORTH, TEXAS 302 Main Street, WOLFFORTH, TX Monday, September 18, 2023, 6:00 p.m.**

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

**MEMBERS ABSENT:**

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

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

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

1. Public Comments:
  - A. Jordan Wheatley – spoke in opposition to item #8 Impact Fees and asks that a subcommittee be appointed to further review before adopting
2. Item #2 Consider and take appropriate action on July and August 2023 Departmental Reports was removed from Consent by Council member Brashier.
3. Motion by Council member McDonald, second by Council member Cooper to approve the remaining Consent Agenda. Motion carried unanimously.
  - A. Consider and take appropriate action on minutes from August 21, 2023
  - B. Consider and take appropriate action on Resolution 2023-012

RESOLUTION TO ADOPT USE OF HART INTERCIVIC VERITY DUO CONTROLLER VERSION 2.5.3, HART VERITY DUO WRITER VERSION 2.5.3, THE HART VERITY SCANNER VERSION 2.5.2 AND THE HART VERITY DUO GO

- C. Consider and take appropriate action on Resolution 2023-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF



CITIES SERVED BY ATMOS WEST TEXAS (“CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY’S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE CITIES’ LEGAL COUNSEL.

- D. Consider and take appropriate action on Resolution 2023-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER FOR THE CITY OF WOLFFORTH FOR THE FISCAL YEAR 2023 - 2024.

- E. Consider and take appropriate action on contract with Utility Service Company, Inc., for water tank maintenance

- F. Consider and take appropriate action on Lubbock County Fire Suppression and Rescue Services Agreement for fiscal year 2024

4. Motion by Council member Hutcheson, second by Council member McDonald to approve the July and August Departmental Reports. Motion carried unanimously.
5. PUBLIC HEARING: Consider and take appropriate action on public hearing on Land Use Assumptions and Capital Improvements Plan relating to possible adoption of impact fees. Mayor Addington opened the public hearing at 6:14pm
- A. Chris Berry with Betenbough Homes spoke in opposition to this item with a request to bring more feedback from supporting entities.

- B. Victoria Whitehead with the West Texas Home Builders Association spoke in opposition to this item and presented a letter to Council from the WTHBA, Lubbock Apartment Association and Lubbock Association of Realtors.
- C. Dustin Eggelston with Betenbough Homes spoke in opposition of this item with concerns about affordability of housing.
- D. Robert Wood with 806 Land Group spoke in opposition of this item voicing concerns about slowing new construction in residential and commercial.

No further comments were received, and Mayor Addington closed the public hearing at 6:31pm.

- 6. PUBLIC HEARING: Consider and take appropriate action on public hearing on a proposed economic development project not to exceed \$50,000 to fund a Business Improvement Grant Program. Mayor Addington opened the public hearing at 6:27pm and after no comments were presented, closed the hearing at 6:28pm
- 7. PUBLIC HEARING: Consider and take appropriate action on public hearing on a proposed economic development project not to exceed \$65,000 to purchase land on major roads within the City of Wolfforth to promote new or expanded business development. Mayor Addington opened the public hearing at 6:29pm and after no public comments were made, closed the public hearing at 6:29pm
- 8. Motion by Council member McDonald, second by Council member Cooper to approve Ordinance 2023-022.

AN ORDINANCE OF THE CITY COUNCIL OF WOLFFORTH, TEXAS,  
APPROVING THE SERVICE AND ASSESSMENT PLAN FOR THE CITY OF  
WOLFFORTH PUBLIC IMPROVEMENT DISTRICT NUMBER THREE

Motion carried unanimously.

- 9. PUBLIC HEARING: Public Improvement District #3 Proposed Assessments. Mayor Addington opened the public hearing at 6:33pm. No comments were given, and the public hearing closed at 6:34pm.
- 10. Motion by Council member Hutcheson, second by Council member Brashier to approve Ordinance 2023-023

AN ORDINANCE OF THE CITY COUNCIL OF WOLFFORTH, TEXAS, LEVYING  
AN ASSESSMENT AGAINST YEAR 2023 ASSESSMENT ROLL ONE PROPERTIES  
WITHIN THE CITY OF WOLFFORTH PUBLIC IMPROVEMENT DISTRICT  
NUMBER THREE (HARVEST SUBDIVISION); AND MAKING CERTAIN  
FINDINGS RELATED THERETO

Motion carried unanimously.

11. Motion by Council member Hutcheson, second by Council member Cooper to approve an interlocal agreement with Lubbock Central Appraisal District for the collection of Public Improvement District assessments. Motion carried unanimously.
12. Director of Development Services Tara Tomlinson gave a presentation to Council regarding the City's Subdivision Ordinance and plating procedures. Mayor asked that a meeting be held to include Council member Hutcheson and stakeholders in the development industry and recommendations be brought back to the Council.
13. Motion by Council member Cooper, second by Council member Brashier to approve Ordinance 2023-024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED FOR THE CITY OF WOLFFORTH, TEXAS

Motion carried unanimously.

14. Fire Chief Lance Barrett reported to the Council on the schedule for Outdoor Warning System testing. Due to staffing issues, monthly testing is not possible. The Council asked for Sirens to be tested at least quarterly until staffing issues are resolved with a full-time department in April 2024.
15. The Wolfforth City Council convened into Executive Session at 7:20pm on September 18, 2023 to discuss matters pertaining to the following:
  - A. 551.071 Consultation with Attorney: To consult with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional conduct of the State Bar of Texas clearly conflicts with Chapter 551 – Open Meetings, regarding (i) Pending or Contemplated Litigation
  - B. 551.087 Deliberations Regarding Economic Development Negotiations: to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of financial or other incentive to a business

prospect.

- C. 551.089 Deliberation Regarding Security Devices or Security Audits: To deliberate certain security matters in accordance with Section 551.089 of the Texas Government Code (i) Information Technology and Cyber Security Contracts
16. The City Council reconvened into open session at 8:14pm on September 18, 2023. Motion by Council member Hutcheson, second by Council member Brashier to authorize the execution of a contract with VC3 for IT Services and authorize the City Manager to sign. Motion carried unanimously.
17. With no other business to come before the Council, a motion was made by Council member McDonald, second by Council member Hutcheson to adjourn the meeting. Motion carried unanimously and the meeting was adjourned at 8:16pm.

**PASSED AND APPROVED THIS THE 2nd DAY OF OCTOBER, 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 Resolution 2023-014 1st Reading

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

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

Terri Robinette, City Secretary

### **BACKGROUND**

The City Council held a public hearing on September 18, 2023 to hear details of this proposed project by the EDC. The next step in the approval of the expenditure of funds is for the Council to consider a Resolution in support of this project. This will be the first reading of this Resolution and the second reading of this same Resolution as required by Local Government Code Sec 505 is planned for October 16.

Once this second reading is completed, the EDC is authorized to issue funds after October 17, 2023.

### **EXHIBITS**

Resolution 2023-014

Public Hearing Notice

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

Approve Resolution 2023-014 First Reading

## **Public Hearing Notice**

### **Wolfforth Economic Development Corporation**

The WEDC, a Texas non-profit 4B economic development corporation, will receive comments between August 18, 2023 and October 17, 2023 on the expenditure of funds by the WEDC to purchase land on major roads within the City of Wolfforth to promote new or expanded business development. The WEDC will hold a public hearing on September 5, 2023 at 11:30AM, and the City Council will hold a public hearing on September 18, 2023 6PM, both in the Council Chambers of Wolfforth City Hall, located at 302 Main Street, Wolfforth, Texas 79382. Direct all comments or concerns to Wolfforth EDC PO Box 36, 302 Main Street, Wolfforth Texas 79382 or contact Danielle Sweat, EDC Executive Director, at 806-855-4128.

**RESOLUTION NO. 2023-014**

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

**WHEREAS**, the Texas Legislature in Local Government Code 505.158 allows Type B economic development corporations created by a municipality with a population under 20,000 to promote new or expanded business within the community; and

**WHEREAS**, the City of Wolfforth currently has a population of under 20,000; and

**WHEREAS**, the Wolfforth Economic Development Corporation (“EDC”) at their September 5, 2023 regular meeting, held a public hearing regarding a proposed the purchase of land to promote new and expanded business; and

**WHEREAS**, the Wolfforth City Council held a public hearing on September 18, 2023 to consider authorizing the purchase of land by the Wolfforth Economic Development Corporation;

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

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.** The City Council of the City of Wolfforth approved the proposed contribution by the Wolfforth Economic Development Corporation for the purpose of purchasing land to promote new and expanded business.

Section 3. **Execution of Documents.** The president of the Wolfforth Economic Development Corporation is authorized to execute all documents related to this Resolution.

Section 4. **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.

**First Reading on this 2nd day of October, 2023.**

**Second Reading, passed and approved this the 16th day of October, 2023.**

CITY OF WOLFFORTH, TEXAS

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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 2023-015 - 1st Reading

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

Terri Robinette, City Secretary

### **BACKGROUND**

The City Council held a public hearing on September 18, 2023 to hear details of this proposed Business Improvement Grant project by the EDC. The next step in the approval of the expenditure of funds is for the Council to consider a Resolution in support of this project. This will be the first reading of this Resolution and the second reading of this same Resolution as required by Local Government Code Sec 505 is planned for October 16. Once this second reading is completed, the EDC is authorized to issue funds.

### **EXHIBITS**

Resolution 2023-015

Public Hearing Notice

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

Approve Resolution 2023-015 First Reading

## **Public Hearing Notice**

### **Wolfforth Economic Development Corporation**

The WEDC, a Texas non-profit 4B economic development corporation, will receive comments between August 1, 2023 and September 30, 2023 on a proposed economic development project not to exceed \$50,000 to fund a Business Improvement Grant Program. The WEDC will hold a public hearing on September 5, 2023 at 11:30AM, and the City Council will hold a public hearing on September 18, 2023 6PM, both in the Council Chambers of Wolfforth City Hall, located at 302 Main Street, Wolfforth, Texas 79382. Direct all comments or concerns to Wolfforth EDC PO Box 36, 302 Main Street, Wolfforth Texas 79382 or contact Danielle Sweat, EDC Executive Director, at 806-855-4128.

## RESOLUTION NO. 2023-015

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

**WHEREAS**, the Texas Legislature in Local Government Code 505.158 allows Type B economic development corporations created by a municipality with a population under 20,000 to promote new or expanded business within the community; and

**WHEREAS**, the City of Wolfforth currently has a population of under 20,000;

**WHEREAS**, on September 5, 2023, the Wolfforth Economic Development Corporation (the “WEDC”) held a public hearing regarding the proposed establishment of the Business Improvement Grant Program (the “Program”);

**WHEREAS**, on September 18, 2023, the Wolfforth City Council held a public hearing regarding a proposed establishment of the Business Improvement Grant Program by the WEDC;

**WHEREAS**, the Wolfforth City Council gave this Resolution two readings on October 2, 2023, and October 16, 2023; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to establish the Business Improvement Grant Program and to authorize the funding of such Program in the amount of \$50,000 for the 2023-2024 fiscal year.

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

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.** The City Council of the City of Wolfforth approves the creation of the Business Improvement Grant Program to promote new and expanded business.

Section 3. **Funding.** The WEDC is authorized to fund the Program in the amount of \$50,000 for budget year 2023-2024.

Section 4. **Policy.** The Program policy, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, be and is hereby adopted.

Section 5. **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.

**First Reading on this 2nd day of October, 2023.**

**Second Reading, passed and approved this the 16th day of October, 2023.**

CITY OF WOLFFORTH, TEXAS

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Charles Addington, II, Mayor

Attest

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Terri Robinette, City Secretary



## AGENDA ITEM #4

September 14, 2023

Mr. Randy Criswell  
City of Wolfforth  
302 Main Street  
Wolfforth, TX 79382

Re: 2023 Group Seal Coat Program  
Invoice Notice

Dear Mr. Criswell:

Thank you for participating in the 2023 Group Seal Coat Program. As per 2023 Group Seal Coat Program (February 2023), Project Manual, Section 00 72 00, General Conditions of the Construction Contract, Section 15.03 Substantial Completion we are notifying you that seal coat operations for your city have reached substantial completion. Additionally, following conversations and your email; we understand that the city has no punch list items to be outstanding.

Enclosed you will find a payment application from Missouri Petroleum Products Company LLC for work completed on this Project. I have reviewed the payment application, verified quantities by comparing them to our field notes or those provided by your staff, and hereby recommend full payment upon receipt of this transmittal. Please forward the enclosed payment application, with payment, to:

Missouri Petroleum Products Company LLC  
1620 Woodson Road  
St. Louis, MO 63114

Missouri Petroleum Products Company LLC, completed construction on your portion of the 2023 Group Seal Coat Program on **09/09/2023**. Therefore, your Warranty Period, as set by the terms of the Contract, will extend until **09/09/2024**. Please notify Parkhill promptly if you feel that you have a valid warranty claim during this period.

If you have any questions or need further clarification, please do not hesitate to contact me at 708.495.4675.

Sincerely,

PARKHILL

By   
Corky Neukam, PE  
Project Manager

RCN/jy  
Enclosures - Payment Application

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 1  
FINAL

CITY OF WOLFFORTH  
2023 GROUP SEAL PROGRAM  
WOLFFORTH, TX

Contractor: **Missouri Petroleum Products Company, LLC**  
1620 Woodson Road  
St. Louis, MO 63114

Parkhill Project No: 01.40012.22

Date: Sep. 12, 2023  
Notice to Proceed: Jun. 1, 2023  
Days Used: 100  
% of Time Used: 83%  
% Complete: 100%

Substantial Completion Days: 121  
Substantial Completion Date: Sep. 30, 2023  
Final Completion Days: 14  
Final Completion Date: Oct. 14, 2023  
Change Order Days: \_\_\_\_\_  
Weather Days: \_\_\_\_\_  
Adj. Substantial Completion Date: Sep. 30, 2023  
Adj. Final Completion Date: Oct. 14, 2023  
For Period: Jun. 1, 2023 to Sep. 9, 2023

ANALYSIS OF WORK PERFORMED TO DATE

Total Value of Work Performed to Date: \$ 138,832.20

Add: Materials Stored on Site: \$ -

Net Amount Earned on Contract to Date: \$ 138,832.20

Less Amount Retained: Retainage = \$ -

**Total Due to Date: \$ 138,832.20**

Less Previous Payments:

Estimate No.	Amount	Estimate No.	Amount	Estimate No.	Amount	Estimate No.	Amount
1	_____	7	_____	13	_____	19	_____
2	_____	8	_____	14	_____	20	_____
3	_____	9	_____	15	_____	21	_____
4	_____	10	_____	16	_____	22	_____
5	_____	11	_____	17	_____	23	_____
6	_____	12	_____	18	_____	24	_____

Less Previous Payments Total \$ -

**AMOUNT DUE THIS APPLICATION \$ 138,832.20**

Original Contract Amount	\$ 134,731.45		Number	# of Days	Additions	Deductions	Net
Net change by Change Orders	\$ 4,100.75		CO-001		\$ 4,100.75		\$ 4,100.75
Quantity Adjustments	\$ -						\$ -
Current Contract Amount	\$ 138,832.20	Approved Change Order Summary					\$ -
Remaining Contract Amount	\$ -						\$ -
Balance to Finish (includes retainage)	\$ -						\$ 4,100.75

Prepared by :  
(Resident Project Representative)

**PARKHILL Consulting Engineers**

By: Nathan Morrow  
Nathan Morrow, RPR

September 14, 2023  
(date)

Recommended for Payment:  
(Project Manager)

**PARKHILL Consulting Engineers**

By: Corky Neukam, PE  
Corky Neukam, PE

September 14, 2023  
(date)

Accepted by:  
(Contractor)

**Missouri Petroleum Products Company, LLC**

By: Kevin King  
Kevin King, Executive Vice President

9/14/2023  
(date)

Approved for Payment:  
(Owner)

**CITY OF WOLFFORTH**

By: Randy Criswell  
Randy Criswell, City Manager

9/15/2023  
(date)

CITY OF WOLFFORTH 2023 GROUP SEAL PROGRAM				CONTRACTOR'S APPLICATION FOR PAYMENT NO. _____1				
For Period: <u>Jun. 1, 2023</u>				to	<u>Sep. 9, 2023</u>			
ITEM NO.	DESCRIPTION OF ITEM	ORIGINAL CONTRACT INFORMATION				WORK PERFORMED TO DATE		
		Quantity	Unit	Price	Amount	Quantity	Amount	%
	<b>BASE BID</b>							
1	Chip Seal, seal coat including binder and precoated aggregate as specified, complete in place.	38,605	SY	\$ 3.49	\$ 134,731.45	38,605	\$ 134,731.45	100%
TOTAL ORIGINAL CONTRACT					\$ 134,731.45	\$ 134,731.45	100%	

CHANGE ORDERS								
<b>Material / Labor</b>								
ITEM NO.	DESCRIPTION OF ITEM	ORIGINAL CONTRACT INFORMATION				WORK PERFORMED TO DATE		
		Quantity	Unit	Price	Amount	Quantity	Amount	%
CO-001	Chip Seal, seal coat including binder and precoated aggregate as specified, complete in place.	1,175	SY	\$ 3.49	\$ 4,100.75	1,175	\$ 4,100.75	
TOTAL ORIGINAL CONTRACT PLUS APPROVED MATERIAL/LABOR CHANGE ORDERS					\$ 138,832.20	\$ 138,832.20	100%	

Contractor Requested Weather Days				Original Contract Completion Days		14
APPLICATION #	TYPE OF WEATHER (DESCRIPTION)	PERIOD OF WEATHER (DATES)			# of Days	
TOTAL REQUESTED DAYS						

# Missouri Petroleum-Texas Division



493 Dr. M. Roper Parkway N  
Bullard, TX 75757  
Phone 903-894-4520 Fax 903-894-4620

[www.missouripetroleum.com](http://www.missouripetroleum.com)

**BILL TO:**

CITY OF WOLFFORTH  
302 MAIN STREET  
WOLFFORTH, TX 79382

# INVOICE

**DATE:** September 11, 2023  
**INVOICE #** 23205-WOLFFORTH

**FOR:**  
PARKHILL 2023 PROJECT  
WEST TEXAS GROUP SEAL  
LUBBOCK COUNTY  
REF C-121

DESCRIPTION	Item	Unit Price	AMOUNT
CHIP-SEAL, SEAL COAT INCLUDING BINDER & PRECOATED			\$138,832.20
AGGREGATE PLANNED 39,780 SYDS			
WORK COMPLETED 09/09/23	39780.00	\$3.49	
		SUBTOTAL	\$ 138,832.20
		TAX RATE	0.00%
		SALES TAX	-
		OTHER	-
		<b>TOTAL</b>	<b>\$ 138,832.20</b>

Make all checks payable to:

**Missouri Petroleum Products Co, LLC.**

Total Due in 15 Days. Prompt Payment is greatly appreciated.

**THANK YOU FOR YOUR BUSINESS!**



## **AGENDA ITEM COMMENTARY - ITEM #5**

### **ITEM TITLE**

Consider and take appropriate action on Resolution 2023-016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT FOR ELECTION SERVICES WITH LUBBOCK COUNTY FOR ELECTIONS HELD THROUGH SEPTEMBER 30, 2024.**

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

Terri Robinette, City Secretary

### **BACKGROUND**

Resolution 2023-016 authorizes and directs the Mayor to execute the Contract for Election Services with Lubbock County. The City of Wolfforth has contracted with Lubbock county for a joint election for many years and staff recommends continuing to do so. Lubbock County Elections will reserve all polling places, provide voting machines, staff polling locations, and provide any needed advisory services in the case of a recount. Lubbock County will also secure polling places, staff and equipment needed for early voting along with the appointment of the required Early Voting Ballot Board.

The City of Wolfforth will be responsible for any and all posting requirements (Notice of Election in the Lubbock AJ) and will be responsible for its share of the total election costs, shared cost will be divided between all cooperating entities.

### **EXHIBITS**

Resolution 2023-016

Contract for Election Services with Lubbock County for Joint Election in FY 2024

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

Staff recommends approval of Resolution

**RESOLUTION NO. 2023-016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT FOR ELECTION SERVICES WITH LUBBOCK COUNTY FOR ELECTIONS HELD THROUGH SEPTEMBER 30, 2024.**

WHEREAS, Chapter 31, Subchapter D, of the Texas Election Code authorizes the governing body of a political subdivision to contract with a County for the County's election officer's services for election services in an election ordered by the political subdivision; and

WHEREAS, Chapter 271 of the Texas Election Code provides for joint elections when an election is required upon the same day by two or more political subdivisions occupying all or part of the same county; and

WHEREAS, the City of Wolfforth desires to contract with the Lubbock County election officer for election services for any City elections to be held through September 30, 2024; and

WHEREAS, several other political subdivisions within Lubbock County may also conduct elections on the same uniform date and may also have contracted with Lubbock County for the County election officer's services; and

WHEREAS, the City of Wolfforth desires to conduct joint elections whenever possible with Lubbock County or with such governmental units of Lubbock County as are eligible and desire to conduct a joint election with the City of Wolfforth as expressed by order, resolution or other official action for each particular uniform election date during the term of the contract; NOW THEREFORE:

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

THAT the City Council of the City of Wolfforth hereby authorizes and directs the Mayor to execute the attached Contract for Election Services and any associated documents with Lubbock County for election services through September 30, 2024; and

THAT the said Contract for Elections Services shall be deemed a joint election agreement authorized by this Resolution with Lubbock County and those governmental units within Lubbock County that have executed a similar Contract for Election Services; that occupy all or part of the same county as the City of Wolfforth; that are conducting elections on the same uniform election dates; and that desire and are eligible to conduct a joint elections with the City of Wolfforth; and

THAT the City Secretary is hereby authorized and directed to make any necessary changes to the Election Notice/Order exhibits or otherwise to take such actions as may be necessary to carry out the purposes of this Resolution.

Passed by vote and approved this 2nd day of October 2023.

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CHARLES ADDINGTON, II, MAYOR

ATTEST:

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Terri Robinette, City Secretary

APPROVED AS TO CONTENT:

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Terri Robinette, City Secretary

THE STATE OF TEXAS   §

COUNTY OF LUBBOCK   §

**CONTRACT FOR ELECTION SERVICES WITH LUBBOCK COUNTY, TEXAS  
FOR ALL JOINT ELECTIONS IN LUBBOCK COUNTY FISCAL YEAR 2024**

THIS CONTRACT made by and between LUBBOCK COUNTY, TEXAS, acting by and through Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, hereinafter referred to as “The Elections Administrator” (who has been duly qualified and bonded as provided for under law) and City of Wolfforth, a governmental entity organized under the laws of the State of Texas, hereinafter referred to as the “Entity” and by the authority of Section 31.092(a) of the Texas Election Code for the conduct and supervision of the Entity’s elections held during Lubbock County’s Fiscal Year, October 1, 2023, through September 30, 2024. The Entity joins with any such other governmental units as are eligible and desire to conduct a joint election, as may be expressed by order, resolution or other official action of each of the governmental units. In the case of an Entity which is a school district, a joint election will be conducted with one or more municipalities, and/or with Lubbock County, Texas, in compliance with the requirements for school districts set forth in Chapter 11, Subchapter C, Section 11.01, of the Texas Education Code.

*RECITALS*

Any elections held by the entity will be at the expense of the entity. In the case of joint elections, common expenses will be divided between the parties on a *pro rata* basis, calculated using the number of registered voters in each entity’s jurisdiction.

The election precincts of the Entity, which lie within the jurisdictional limits of Lubbock County (the “County”), have been established and may be re-established by the Entity as its election precincts pursuant to Section 42.061 of the Texas Election Code.

The County owns the Hart InterCivic Verity Duo Version 2.5 Voting system which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and the Entity desires to use the County’s electronic voting system in its election and to compensate the County for such use.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

**I. ADMINISTRATION**

The Lubbock County Elections Administrator shall assist, coordinate, supervise, and handle all aspects of administering the election as provided in this Contract in a manner consistent with all relevant law, codes, rules and regulations, including, without limitations, those functions set forth in **Exhibit A**. The Entity agrees to pay the Lubbock County Elections Administrator for equipment,

supplies, services, and administrative costs as provided in this Contract. The Lubbock County Elections Administrator shall serve as the administrator for the election; however, the Entity shall remain responsible for the lawful conduct of its election as regards those functions reserved to the Entity set forth in **Exhibit A**, as regards such additional administrative functions as the Entity may otherwise undertake to perform, and any functions which cannot be lawfully delegated to the Lubbock County Elections Administrator. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Entity; however, it shall be the responsibility of the Entity to obtain whatever legal opinion(s) it deems necessary, from the Entity's chosen legal counsel and at the Entity's sole cost and expense. The Lubbock County Elections Administrator will not provide legal advice to the Entity.

## II. LEGAL DOCUMENTS

The Entity shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or its governing bodies.

Preparation of the necessary bilingual materials for notices and the language of the official ballot shall also be the responsibility of the Entity; however, the Lubbock County Elections Administrator will provide assistance if requested. The Entity shall provide a copy of its election order and notice to the Lubbock County Elections Administrator no later than eighty (80) days prior to Election Day.

## III. VOTING LOCATIONS

It is agreed that Election Day voting shall be held at the locations shown in the Election Order and Notice duly adopted by the Entity. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

This Contract shall be deemed an agreement for a joint election with other governmental units in Lubbock County holding an election on the same day in all or part of the same territory and whose governing bodies have authorized said joint election by order, resolution, or other official action.

## IV. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

Lubbock County shall be responsible, on behalf of the Entity, for the initial selection of the presiding election judges and alternate election judges for the Entity's election. The Elections Administrator shall provide to the Entity a list of presiding judges and alternate judges for its election who shall be appointed by the Entity as required by law.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Entity's election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick-up their election supplies. Each presiding election judge will be sent a letter (not later than the 15th day before election day, as required by Section 4.007 of the Texas Election Code) by the Elections Administrator notifying him/ her of his/her appointment, the time and location of distribution of election supplies, and the number of election clerks that the presiding judge may appoint, including the required number of bilingual clerks.

The Entity will be charged \$13.00 an hour for each hour worked by the Presiding Election Judge and \$11.00 an hour for each hour worked by each Alternate Judge and Election Clerk, or at the rate set by the Lubbock County Commissioners Court which is current at the time of the election, whichever is higher. The Entity will be charged an additional \$25.00 flat rate compensation to each Election Judge for returning the supplies, the Judge's Verity Duo Scanner, and the voted thermal paper ballots to the Central Counting Station after the polls close on Election Day. The Entity will be charged \$14.00 per hour for each hour worked by the Phone Bank Technical Assistant, \$13.00 per hour for each hour worked by the Phone Bank Elections Assistant, and \$13.00 per hour for each hour worked by the Phone Bank Public Assistant. The Entity will be charged \$15.00 per hour for each hour worked by each Troubleshooter, plus mileage at the rate adopted by the Lubbock County Commissioner's Court, currently \$.655 for each mile traveled by each Early Voting Troubleshooter as per the IRS Notice 2023-03.

The Entity will be charged \$13.00 per hour for each hour worked by each Deputy Early Voting Clerk (Lead Clerk). The Entity will be charged \$11.00 per hour for each hour worked by each Deputy Early Voting Alternate Lead Clerk and Clerks. If the Lubbock County Commissioners Court authorizes an increase in pay for either clerk, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election. The Entity will be charged \$14.00 per hour for each hour worked by the Phone Bank Technical Assistant, \$13.00 per hour for each hour worked by the Phone Bank Elections Assistant, and \$13.00 per hour for each hour worked by the Phone Bank Public Assistant. The Entity will be charged \$15.00 per hour for each hour worked by each Early Voting Troubleshooter, plus mileage at the rate adopted by the Lubbock County Commissioner's Court, currently \$.655 for each mile traveled by each Early Voting Troubleshooter as per the IRS Notice 2023-03.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. The Entity will be charged \$13.00 per hour for each hour worked by the Early Voting Ballot Board Judge and \$11.00 per hour for each

hour worked by the Early Voting Ballot Board Alternate Judge and Clerks. The Entity will be charged \$13.00 per hour for each hour worked by the Central Count Judge and \$11.00 per hour for each hour worked by the Central Count Alternate Judge. If the Lubbock County Commissioners Court authorizes an increase in pay for either the clerks or judges, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election. The Entity will be billed \$12.00 per hour for each hour worked by part-time personnel working in support of the Central Counting Station on election night. Part-time personnel working in support of the Central Counting Station on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

The Entity will be charged \$9.00 for each hour of training for all election workers (including Judges, Alternate Judges, Clerks, Phone Bank Operators and Troubleshooters.) The Entity will be charged for temporary personnel employed to conduct training classes at an hourly rate of \$13.00 per hour for each hour worked by the Lead Trainer and Assistant Trainers.

The Entity will be charged a time-and-half rate based on the hourly rate of all election workers/temporary workers employed in the positions specified above for any overtime worked in connection with any election covered under this Contract.

The Entity will be charged a time-and-half rate based on the hourly rate of Lubbock County employees for any overtime worked to deliver, set up and pickup voting equipment, as well as the Logic and Accuracy Testing. The Entity will also be charged mileage at a rate, as set by Lubbock County Commissioners, for Lubbock County employees who must use their personal vehicles to deliver, set up and pickup voting equipment and supplies.

It is agreed by the Entity that at all times and for all purposes hereunder, all election judges, clerks, and all other employees involved in this election are independent Contractors and are not employees or agents of Lubbock County or the Entity. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel to be an employee or agent of the County or the Entity, and all election personnel shall be entitled to none of the rights, privileges, or benefits of County employees or Entity employees except as otherwise may be stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or the Entity, unless considered a County or Entity employee as determined by the policies of Lubbock County or the Entity.

The hourly rates for the above listed categories of contractors and election workers will be determined following the conclusion of the current solicitation for temporary election workers, a process currently being completed by Lubbock County consistent with the provisions of the Texas Government Code. The price list for the provision of these services and all other contract fees consistent with Texas Election Code Sections 271 and 31.100 is attached as **Exhibit B** and incorporated herein by reference. The price list is subject to change based on action by the Lubbock County Commissioners Court.

## V. SUPPLIES AND PRINTING

The Elections Administrator shall arrange for the use of the direct recording electronic voting machines and supporting supplies and equipment and all other election supplies and related printing including, but not limited to, official ballots, sample ballots, ballot boxes, voter registration lists, and all forms, signs, maps, and other materials used by the election workers at the Early Voting and Election Day voting locations. The fee list associated with these materials consistent with Texas Election Code Section 123 and Section 31 is attached as Exhibit B and incorporated herein by reference.

The Entity shall furnish to the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Elections Administrator as soon as possible after the Entity has determined ballot positions. The Entity shall be responsible for proofreading and approving the official ballot before printing as well as approving the ballot screen prompts and audio recordings for the Direct Recording Electronic voting devices in both English and Spanish.

## VI. EARLY VOTING

The Entity agrees that the Election Administrator shall serve as the Early Voting Clerk in accordance with Section 31.097 of the Texas Election Code and agrees to designate the Office of the Elections Administrator, 1308 Crickets, Lubbock Texas, as the main Early Voting polling location. The Entity also agrees that the Elections Administrator's permanent county employees, during regular office hours, shall serve as deputy early voting clerks who shall serve without additional compensation; and that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary.

It is agreed that Early Voting by personal appearance will be held at the locations, times and days shown in **Exhibit C**. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Entity shall be forwarded immediately to the Elections Administrator for processing.

The Elections Administrator shall provide the Entity with a copy of the early voting report of how many voters checked-in at the polls on a daily basis and a cumulative final early voting report following the election. The Entity will be responsible for releasing any early voting report numbers to Officials of the Entity. The Entity will also be responsible for releasing early voting report numbers to the general public and candidates of the Entity, if requested. The Elections Administrator



will be responsible to release the number of people who check-in at the polls each day of early voting to the media. The Elections Administrator will be responsible for posting the daily early voting rosters in person and by mail pursuant to Section 87.121 of the Texas Election Code

The Elections Administrator and the Entity will comply with all lawful requests for the release of public information.

## VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board and, if needed, a Signature Verification Committee shall be created to process early voting results from the Entity's election. The county chair of the political party whose candidate for governor received the highest number of votes in the county in the 2022 gubernatorial election shall appoint the Presiding Judge of the Early Voting Ballot Board. The county chair of the political party whose candidate for governor received the second highest number of votes in the county in the 2022 gubernatorial election shall appoint the Alternate Presiding Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots. The Entity will be charged **\$13.00** per hour for each hour worked by the Early Voting Ballot Board Judge and if needed, **\$13.00** per hour plus markup for the Signature Verification Committee Judge as referenced in Exhibit B attached hereto. The Entity will be charged **\$11.00** per hour for each of the other members of the Early Voting Ballot Board and Signature Verification Committee, as referenced in Exhibit B attached hereto. If the Lubbock County Commissioners Court authorizes an increase in pay for any judge or member of the Early Voting Ballot Board and Signature Committee, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election.

## VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Entity hereby appoints the following central counting station officials (or their duly appointed designee) in accordance with Sections 127.002 and 127.005 of the Texas Election Code:

Counting Station Manager:	Roxzine Stinson, Elections Administrator
Tabulation Supervisor:	Kristen Phelps, Chief Deputy, Elections
Assistant Tabulation Supervisor:	Charla Carpenter

Pursuant to Sec. 32.002 and 127.005, the County Chairs of the political parties whose candidate for governor received the highest and second highest number of votes in the county in the

2022 gubernatorial election will submit the names of persons who are eligible to serve as the Central Count Station Presiding Judge and the Alternate Judge to the Commissioners Court. The Commissioners Court must appoint the person who's name appears at the top of the list submitted by the political party who's gubernatorial candidate received the most votes in the 2022 election in the county to be Presiding Judge and the person whose name appears at the top of the list submitted by the political party whose gubernatorial candidate received the second most votes in the 2022 election in the county to be the Alternate Judge.

The Counting Station Manager or her representative shall deliver timely cumulative reports of the election results as vote centers report to the Central Counting Station as they are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and vote center returns from the election to the Entity, prior to posting to the Elections Office website. Election results will be posted to the Elections Office web page located at [www.votelubbock.org](http://www.votelubbock.org)

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted and will deliver a copy of the unofficial canvass to the Entity as soon as possible after all returns have been tabulated. In any event, the Elections Administrator will deliver a copy of the unofficial canvass to the Entity no later than 5:00 p.m. of the seventh day following the election date. The Entity shall be responsible for the official canvass of its election.

The Elections Administrator shall be responsible for conducting the post-election Partial Manual Recount required by Section 127.201 of the Texas Election Code, unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to the Entity and the Secretary of State's Office.

With the assistance of the Elections Administrator, the Presiding Judge of the Central Counting Station shall provide and attest to a written reconciliation of votes and voters at the close of tabulation for election day and again after the central counting station meets for the last time to process late-arriving ballots by mail and provisional ballot. TEC Sec. 127.131(f). The form shall be posted on the Lubbock County website, [www.votelubbock.org](http://www.votelubbock.org), along with election returns and results as prescribed by TEC Sec. 127.131(f).

## IX. ELECTION EXPENSE AND ALLOCATION OF COSTS

Any elections held by the Entity will be at the expense of the Entity. In the case of joint elections, common expenses will be divided between the parties on a *pro rata* basis, calculated using the number of registered voters in each entities jurisdiction. The Entity agrees to reimburse Lubbock County for the actual costs of administering its election including, but not limited to, the actual costs of supplies, printing, programming, personnel, and polling place rental fees. The Entity agrees to reimburse Lubbock County for overtime wages and benefits paid to the permanent employees of the Elections Administrator for contractual duties performed outside the normal business hours of Lubbock County in accordance with Section 31.100(e) of the Texas Election Code. The Entity

further agrees to pay Lubbock County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

#### X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The Entity may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The Entity is fully liable for any expenses incurred by Lubbock County on behalf of the Entity plus an administrative fee of ten percent (10%) of such expenses should the Entity cancel its election for this or any reason. Any monies deposited with Lubbock County by the Entity shall be refunded, minus the aforementioned expenses and administrative fee, if applicable, pursuant to Section 31.100(d) of the Texas Election Code.

#### XI. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the election as authorized by Section 31.096 of the Texas Election Code.

Access to the election records shall be available to the Entity as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the Lubbock County Records Center, who shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. **It is the responsibility of the Entity to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Entity.**

The Elections Administrator shall notify the Entity of the planned destruction of any records of the election prior to the records' destruction.

#### XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. The Entity agrees that any recount shall take place at the offices of the Elections Administrator, and that the Chief Deputy shall serve as Recount Supervisor and the official of the Entity performing the duties of a secretary under the Texas Election Code, or its lawful designee, shall serve as Recount Coordinator unless otherwise required by state law.

The Elections Administrator agrees to provide advisory services to the Entity as necessary to conduct a proper recount.

### XIII. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The Elections Administrator will assist the Entity in securing adequate polling places, rent free if available; however, it is the responsibility of the Entity to ensure that the polling places comply with current accessibility standards as set forth in the Americans With Disabilities Act as well as any state or local laws or ordinances. Accessibility compliance shall be at the Entity's expense. In the event that compliance cannot be achieved, the Entity agrees to indemnify the Elections Administrator and Lubbock County from any resulting liability, whether civil or criminal.

### XIV. MISCELLANEOUS PROVISIONS

It is understood that, to the extent space is available, other political subdivisions may wish to participate in the use of the County's election equipment, and it is agreed that the Elections Administrator may contract with such other political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

The Elections Administrator shall file copies of this document with the Lubbock County Treasurer and the Lubbock County Auditor in accordance with Section 31.099 of the Texas Elections Code.

In the event that legal action is filed challenging the Entity's election, each party hereto shall defend its own actions, officials and employees. If it is determined that the actions of the Entity resulted in legal action against Lubbock County or the Lubbock County Elections Administrator or any additional election personnel, then the Entity shall provide, at its own expense, legal representation for the County, the Elections Administrator, and additional election personnel as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the County, the Election Administrator or another Entity participating in the election has precipitated such legal action. Likewise, if it is determined that the actions of Lubbock County or the Lubbock County Elections Administrator or any additional election personnel engaged by the County resulted in legal action against the Entity, then Lubbock County shall provide, at its own expense, legal representation for the Entity as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the Entity or another Entity participating in the election has precipitated such legal action.

The County and the Entity agree that under the Constitution and laws of the State of Texas, neither the County nor the Entity can enter into an agreement whereby either party agrees to

indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Lubbock County, Texas.

In the event one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

Any amendment of this Contract shall be of no effect unless in writing and signed by all parties hereto.

## XV. FINANCIAL OBLIGATION AND PAYMENT

The Entity agrees it is obligated to pay to Lubbock County all of the Entity's joint election charges, fees, expenses, and costs as set forth under the terms of this Contract, with the exact amount of the Entity's financial obligation under the terms of this Contract to be timely calculated after the joint election. The Lubbock County Elections Administrator agrees to timely provide an invoice of said financial obligation to the Entity following the joint election, and the Entity further agrees it shall pay to Lubbock County the balance due as soon as possible but not later than thirty (30) days after receipt of the invoice. In the event that the Entity disputes any portion of the charges, fees, expenses, and costs payable under this Contract, the Entity agrees to promptly pay the undisputed amounts when due.

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, been executed on behalf of Lubbock County by the Elections Administrator pursuant to the Texas Election Code, so authorizing;
- (2) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, been executed on behalf of the Entity by its \_\_\_\_\_, pursuant to the authority of the \_\_\_\_\_, so authorizing;

FOR City of Wolfforth ("THE ENTITY"):

\_\_\_\_\_  
Dr. Charles Addington, II, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Attorney for the Entity

=====

FOR LUBBOCK COUNTY:

CONTRACTING OFFICER

APPROVED AS TO FORM:

\_\_\_\_\_  
Roxzine Stinson  
Elections Administrator

\_\_\_\_\_  
Jennifer Irlbeck  
Assistant Criminal District Attorney,  
Civil Division

**Lubbock County Election Services Contract**  
**EXHIBIT A**  
**Responsibilities of the Parties**

**I. Early Voting**

**A. Lubbock County Elections Administrator's Responsibilities:**

1. The Elections Administrator shall provide a list for presentation to the governing body of each Entity, containing a list of places, times and dates of early voting suitable for adoption by the governing body in accordance with Texas Election Code Chapter 85.
2. The Regular Early Voting Clerk for Lubbock County, Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, shall also serve as the Joint Early Voting Clerk for all joint elections. The Joint Early Voting Clerk will be responsible for the conduct of early voting by main and by personal appearance for all Lubbock County voters voting in the Joint Elections. The Joint Early Voting Clerk shall receive from each entity any applications for early voting ballots to be voted by mail in accordance with Title 7 of the Texas Election Code. The Joint Early Voting Clerk shall send early voting ballots by mail and receive early voting ballots for early voting by mail. The Joint Early Voting Clerk shall have authority to appoint such deputy early voting clerks as may be necessary to assist the Joint Early Voting Clerk with voting to take place at the joint early voting locations.
3. The Elections Administrator, Roxzine Stinson, shall serve as the Joint Elections Officer in her capacity as Elections Administrator. The Joint Elections Officer will determine the number of election workers to hire to conduct early voting in the Joint Election. The Joint Election Officer will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the Joint Elections. The training of said election workers is mandatory; these individuals will be compensated for their time in training. The Elections Administrator will provide a training facility where election schools will be conducted to train election workers in employed in the conduct of early voting, including the mobile early voting programs, early voting by personal appearance at the main and all temporary branch early voting polling places, early voting by mail and other aspects of the early voting program for the Joint Elections. The Elections Administrator will name early voting deputies and clerks employed in the conduct of early voting.
4. The Elections Administrator will provide and deliver all supplies and equipment necessary to conduct early voting for the Joint Election, including but not limited to ballots, election forms, and necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The Elections Administrator will designate and confirm all early voting polling place locations.
5. The Elections Administrator will be responsible for the preparation and transportation of the electronic voting equipment necessary to conduct early voting. The Elections Administrator shall perform all tests of voting equipment as required but not limited to posting notice of equipment testing.

6. Pursuant to Sections 66.058 and 271.010 of the Election Code, the Entities appoint Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, as Joint Custodian of Records (“Joint Custodian”) for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the period for preservation required by the Election Code.

7. The Elections Administrator will receive ballot language in both English and Spanish from each participating Entity and format the ballots as needed to include said language. The County will provide each participating Entity with a final proof of ballot language for approval prior to the Logic and Accuracy Testing and the printing of ballots. Upon final approval, ballots shall be printed in an expedited timeframe so as to allow time for mailing of ballots for the Early Voting by Mail Program as required by the federal guidelines.

8. Sign language interpreters will be provided at one location on each Tuesday of early voting. The sign language interpreters will be at the United Supermarket located at 2703 82<sup>nd</sup> Street, Lubbock, Texas, 79423 (more commonly known as the 82<sup>nd</sup> and Boston location) from 8:00 a.m. until 2 p.m. on the first Tuesday of early voting and from 2 p.m. until 8 p.m. on the second Tuesday of early voting.

9. A single joint voter sign-in process consisting of a common list of registered voters and common signature rosters shall be used for early voting. A single, combined ballot and single provisional ballot box will be used. The Elections Administrator shall use Lubbock County’s electronic voting system, as defined and described in Title 8 of the Texas Election Code, and agrees to use ballots that are compatible with such equipment.

10. The Elections Administrator will be responsible for the conduct of the Early Voting Ballot Board. The Elections Administrator shall designate a person to serve in the capacity of the Presiding Judge for the Early Voting Ballot Board and shall provide that information to the governing body of each participating Entity for entry of an order or resolution by that authority appointing this official. The Presiding Judge and clerks shall constitute the Early Voting Ballot Board and shall count and return early voting ballots, and perform other duties set for such board in accordance with the Texas Election Code.

11. The Elections Administration will be responsible to send out the Writ of Elections to the Judge and Alternate Judge for each polling location.

#### B. Responsibilities of Participating Entities:

1. The participating Entities hereby appoint Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, as the Joint Elections Officer to perform or supervise the performance of the duties and responsibilities of Lubbock County involved in conducting the Joint Elections covered by this Contract.

2. Each of the Entities agrees to conduct its early voting jointly. Each of the Entities hereby appoints Roxzine Stinson, in her capacity as Elections Administrator and Early Voting Clerk for Lubbock County, as the Joint Early Voting Clerk for the Joint elections. Early voting for the Entities shall be conducted at the dates, times and locations to be mutually agreed upon



by the Joint Election Officer and authorized and ordered by the governing body of each participating Entity.

3. Each participating Entity will provide ballot language for their respective portion of the official ballot to the Elections Administrator in both English and Spanish. The Elections Administrator can assist with translations of orders, notices and ballot language with the actual cost being billed to the Entity. Any additions, modifications, deletions, or other changes to such ballot contents of language must be made by the Entity prior to the final proof approval by the Entity. The Elections Administrator will provide the participating Entity with a final proof of ballot language, as it is to appear on the ballot for final proof approval. Upon final proof approval, the ballot shall be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations.

4. Each participating Entity will provide the Elections Administrator with the name and contact information of a representative or representatives for the Entity who will appear at the Elections Office to proof the ballot on behalf of the Entity. Each Entity has the option of proofing the ballot, or allowing the candidates to proof the ballot.

5. Each participating Entity will provide the Elections Administrator with the name and contact information of a representative or representatives for the Entity who will be responsible for attending and participating in the Public Logic and Accuracy Testing of the ballot (as required by the Election Code). The Elections Administrator will contact the designated representative(s) with the date and time of such testing.

6. Each Entity is responsible to post the Entity's own Election Notices and Election Orders pursuant to Sections 1.006 and 4.003(b) of the Texas Election Code.

7. The Entity is responsible to provide the Elections Administrator all contact information of the decision making person/persons for the Entity.

## II. Election Day

### A. Lubbock County Elections Administrator's Responsibilities:

1. The Elections Administrator shall designate and confirm all Election Day Vote Center locations for the joint elections, and shall forward such information to the participating Entities in a timely fashion to allow the governing body of the respective participating Entities to enter orders designating such Vote Centers.

2. County party chairs shall designate the Presiding Election Judge and the Alternate Presiding Election Judge to administer the election in each Vote Center. The Elections Administrator shall forward such information to the participating Entities to allow the governing bodies of the respective participating Entities to enter appropriate orders designating such officials prior to the election. The Presiding Election Judge and Alternate Presiding Election Judge shall be qualified voters of the Lubbock County Vote Centers in which the joint election is held. All Election Workers shall be compensated at the rate established hereafter by Lubbock County. Compensable hours shall be determined in accordance with provisions of the Texas Election Code and other applicable laws.

3. One set of elections officials shall preside over the election in each of the Vote Centers used. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters shall be used in each Vote Center. A single, combined ballot and single provisional ballot box will be used. The officer designated by law to be the custodian of the voted ballots for Lubbock County shall be custodian of all materials used in common in the Vote Center where a common polling place is used. The Elections Administrator shall use an electronic voting system, as defined and described in Title 8 of the Texas Election Code and agrees to use ballots that are compatible with such equipment.

4. The Elections Administrator will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all election workers. Training for all election workers is mandatory, and these individuals will be compensated for their time in training.

5. The Elections Administrator will arrange for Election Day voter registration lists for the Joint Elections. The County will determine the quantities of elections supplies needed for Election Day voting.

6. The Elections Administrator, by and through the Sheriff's, Maintenance, Road & Bridge, and Elections Office Departments of Lubbock County, will be responsible for the preparation and transportation of voting equipment and Election Day supplies for use on Election Day.

7. The final returns for each participating Entity shall be canvassed separately by each respective Entity. The Custodian of Election Records for Lubbock County, Roxzine Stinson, in her capacity as Elections Administrator, shall maintain a Central Count Station on Election Day for the purpose of receiving returns for the participating Entities. The Elections Administrator or appointed staff will provide unofficial election results to the qualified individual appointed by each participating Entity.

8. On Election Day, the Joint Election Officer and/or the Elections Office Staff will field all questions from election workers through the phone bank personnel and troubleshooters.

9. The Elections Administrator shall make available, to voters who desire translation assistance, an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process.

#### B. Participating Entities Responsibilities:

1. Prior to Election Day, each participating Entity will answer questions from the public with respect to the Entity's Election during the State's defined mandatory office hours.

### III. Election Night

#### A. Elections Administrator Responsibilities:

1. The Elections Administrator holds responsibility for all activities on election night including, but not limited, to setting up a central counting station, coordinating and supervising the tabulation of results, coordination and supervision of the physical layout of the support stations that are receiving substations for the Joint Elections, and coordination and management of media coverage of the election.
2. The Elections Administrator will arrange for the transportation of the electronic voting equipment to the central counting station.
3. Pursuant to Sec. 32.002 and Sec. 127.005 of the Election Code, the County Chairs of the political parties whose candidate for governor received the highest and second highest number of votes in the county in the 2022 gubernatorial election will submit the names of persons eligible to serve as Presiding Judge and Alternate Presiding Judge of the Central Count Station to the Commissioners Court. The Commissioners Court will appoint the Presiding Judge and Alternate Presiding Judge of the Central Counting Station to maintain order at the Central Counting Station, to administer oaths as necessary to receive sealed Judge's Verity Ballot Scanners and other election equipment, sealed provisional ballot boxes, and to perform other duties required by the Texas Election Code, and shall forward such information to each participating Entity in a timely fashion to allow the governing body of each Entity to enter appropriate orders designating such election officials prior to the election. . In addition, the Elections Administrator shall appoint a Tabulation Supervisor and Assistant Tabulation Supervisor to be in charge of the operation of the automatic tabulating equipment at the Central Counting Station, an individual to serve as Central Counting Station Manager to be in charge of the overall administration of the Central Counting Station and the general supervision of the personnel working at the Central Counting Station, and shall forward such information to each participating Entity to enter appropriate orders designating such election officials prior to the election.
4. The Elections Administrator shall provide the participating Entities with reasonable space in a public area adjacent to the Central Counting Station at which each participating Entity may have representatives or other interested persons present during the counting process.

#### B. Entity Responsibility:

1. Other than receiving returns from the Elections Administrator, the participating Entities have no role or responsibility on the night of the election.

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

### **ITEM TITLE**

Consider and take appropriate action on Resolution 2023-017

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AUTHORIZING THE APPROVAL OF ELECTION RELATED LOCATIONS AND APPOINTMENTS FOR THE NOVEMBER 7, 2023 SPECIAL ELECTION**

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

Terri Robinette, City Secretary

### **BACKGROUND**

Council, this Resolution is needed for the upcoming November 7, 2023 Special Election. As per the Texas Election Code, Council must approve election locations and appointments made by the contracting County with which the City will hold its election. The locations and appointments listed and attached to this Resolution have been provided to us by Lubbock County Elections.

### **EXHIBITS**

Resolution 2023-017

Exhibit A

Exhibit B

Exhibit C

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

Staff recommends approval of Resolution 2023-017

**RESOLUTION NUMBER 2023-017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WOLFFORTH AUTHORIZING THE APPROVAL OF ELECTION  
RELATED LOCATIONS AND APPOINTMENTS FOR THE  
NOVEMBER 7, 2023 SPECIAL ELECTION**

**WHEREAS**, Chapter 271 of the Texas Election Code provides for joint elections when an election is required upon the same day by two or more political subdivisions occupying all or part of the same county; and

**WHEREAS**, the City of Wolfforth desires to contract with the Lubbock County election officer for election services for any City elections to be held through September 30, 2024; and

**WHEREAS**, several other political subdivisions within Lubbock County may also conduct elections on the same uniform date and may also have contracted with Lubbock County for the County election officer's services; and

**WHEREAS**, Lubbock County has appointed certain individuals to positions required for the upcoming November 7, 2023 special election; and

**WHEREAS**, Lubbock County has designated Election Day Vote Centers and Early Voting Locations;

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

THAT the City Council of the City of Wolfforth hereby approved Roxzine Stinson as Elections Administrator, and in her capacity as Administrator, is appointed as the Joint Early Voting Clerk for the November 7, 2023 election

THAT the City Council of the City of Wolfforth hereby approves the Main Early Voting Polling Location for the November 7, 2023 election to be located at the Elections Office at 1308 Crickets Ave, Lubbock, Texas

THAT the City Council of the City of Wolfforth hereby approves Beth Shapiro, Nicky Ander, Billy Martinez, Ruth Martinez, Debbie Rowan, Barbara Sucsy, Anita Neff and Billie Russell as members of the Early Voting Ballot Board

THAT the City Council of the City of Wolfforth hereby approves Beth Shapiro as Judge and Nicky Anderson as Alternate Judge of the Early Voting Ballot Board

THAT the City Council of the City of Wolfforth hereby approves Sandy Salazar and Aaron Frodsham as Bilingual Election Clerks

THAT the City Council of the City of Wolfforth hereby approves Exhibit A as the Election Day Vote Center locations for this election

THAT the City Council of the City of Wolfforth hereby approves Exhibit B Early Voting Judges and Alternate Judges and Exhibit C Election Day Judges and Alternate Judges

THAT the City Council of the City of Wolfforth hereby approves Roxzine Stinson as Central Counting Station Manager, Karyn Crus as Tabulation Supervisor, Charla Carpenter ad Assistant Tabulation Supervisor, Beth Bender as the Central Counting Station Judge and Nellie Hopson as Central Counting Station Alternate Judge for the November 7, 2023.

**PASSED AND APPROVED ON THIS THE 2nd DAY OF OCTOBER 2023.**

ATTEST:

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

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

# Lubbock County Constitutional Amendment Special Elections

*(Elecciones Especiales sobre Enmiendas a la Constitución del Condado de Lubbock)*

## Vote Center Locations

*(Lugares de Centros de Votación)*

**Tuesday, November 7, 2023**

*(martes 7 de noviembre del 2023)*

**7:00 A.M. – 7:00 P.M.**

\*\*\*American Sign Language Interpreters available

\*\*\*Intérpretes de Lenguaje de Señas disponibles

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**Abernathy City Hall – 811 Avenue D (Community Room), Abernathy, 79311**

*(Alcaldía de Abernathy – 811 avenida D, Abernathy, salón comunitario)*

**Bacon Heights Baptist Church – 5110 54th St (2 Commons Room), Lubbock, 79414**

*(Iglesia Bautista Bacon Heights – 5110 calle 54, Salón Comunal 2)*

**Broadview Baptist Church – 1302 N Frankford Ave (Fellowship Hall), Lubbock, 79416**

*(Iglesia Bautista Broadview – 1302 Avenida Frankford Norte, sala de compañerismo)*

**Broadway Church of Christ – 1924 Broadway (Foyer) Lubbock, 79401**

*(Iglesia de Cristo Broadway – 1924 calle Broadway, Vestíbulo)*

**Calvary Baptist Church – 5301 82nd St (Mall Area), Lubbock, 79424\*\*\***

*(Iglesia Bautista Calvario – 5301 Calle 82, área de la plaza) \*\*\**

**Casey Administration Building – 501 7th St (Room No. 104), Wolfforth, 79382**

*(Edificio de Administración Casey – 501 Calle 7, Salón No. 104)*

**Catholic Diocese of Lubbock – 4620 4th St (Archbishop Michael J Sheehan Hall), Lubbock, 79416**

*(Diócesis Católica de Lubbock – 4620 Calle 4, Salón del Arzobispo Michael J Sheehan)*

**Cavazos Middle School – 210 N University Ave (Gym), Lubbock, 79415**

*(Escuela Intermedia Cavazos – 210 Avenida Universidad Norte, gimnasio)*

**Celebration Christian Center – 8001 Upland Ave (Sanctuary), Lubbock, 79424**

*(Centro Cristiano de Celebración – 8001 Avenida Upland, Santuario)*

**Church on the Rock – 10503 Slide Rd (Café Area), Lubbock, 79424**

*(Iglesia Sobre la Roca – 10503 Camino Slide, área del café)*

**Copper Rawlings Senior Center – 213 40<sup>th</sup> St (Social Hall), Lubbock, 79404**

*(Centro para personas mayores de Copper Rawlings – 213 calle 40, Salón Social)*

**Elks Lodge No. 1348 – 3409 Milwaukee Ave (Lodge Hall), Lubbock, 79407**

*(Elks Lodge Núm. 1348 – 3409 Avenida Milwaukee, vestíbulo)*

**First Assembly of God Church – 3801 98th St (Classroom), Lubbock, 79423**

*(Primera Iglesia Asambleas de Dios – 3801 Calle 98, salón de clase)*

**Green Lawn Church of Christ – 5701 19th St (Entry Hall), Lubbock, 79407**

*(Iglesia de Cristo Green Lawn – 5701 Calle 19, vestíbulo de entrada)*

**Heritage Middle School – 6110 73rd St (Library), Lubbock, 79424**

*(Escuela Intermedio Heritage – 6110 Calle 73, biblioteca)*

**Hodges Community Center – 4011 University Ave (Social Hall), Lubbock, 79413**

*(Centro Social Hodges – 4011 Avenida Universidad, Salón Social)*

**Idalou Community Center – 202 W 7th St, Idalou, 79329**

*(Centro Social de Idalou – 202 Calle 7 Oeste)*

**Lubbock – Cooper Middle School (Conference Room) –16310 TX-493, Lubbock, 79423**

*(Escuela secundaria Lubbock-Cooper Middle School - 16310 TX-493, sala de conferencias)*

**Lubbock-Cooper North Elementary School – 3202 108th St (Gym), Lubbock, 79423**

*(Escuela Primaria Lubbock-Cooper North – 3202 Calle 108, gimnasio)*

**Lubbock ISD Administration Office – 1628 19<sup>th</sup> St (Breezeway), Lubbock, 79401**

*(Oficina de Administración de Lubbock ISD– 1628 calle 19, camino de briza)*

**Mae Simmons Community Center – 2004 Oak Ave (Activity Room), Lubbock, 79403**

*(Centro Social Mae Simmons – 2004 Avenida Oak, salón de actividades)*

**Maggie Trejo Supercenter – 3200 Amherst Street (Rodgers Community Center Social Hall), Lubbock, 79415**

*(Supercentro Maggie Trejo – 3200 calle Amherst, Rodgers Community Center Social Hall)*

**Matthews Academy High School – 417 N Akron Ave (Gym), Lubbock, 79415**

*(Escuela Secundaria Matthews Academy – 417 N Akron Ave, gimnasio)*

**Mattress Firm – 6707 Slide Rd (Breakroom), Lubbock, 79424**

*(Mattress Firm – 6707 camino Slide, salón de descanso)*

**New Deal Community Clubhouse – 309 S Monroe Ave, New Deal, 79350**

*(Centro Social de New Deal – 309 Avenida Monroe Sur, New Deal)*

**Parsons Elementary School – 2811 58th St (Gym), Lubbock, 79413**

*(Escuela Primaria Parsons – 2811 Calle 58, gimnasio)*

**Patterson Library – 1836 Parkway Dr (Community Room), Lubbock, 79403**

*(Biblioteca Patterson – 1836 Avenida Parkway, salón comunitario)*

**Roberts Elementary School – 7901 Avenue P (Gym), Lubbock, 79423**

*(Escuela Primaria Roberts – 7901 Avenida P, gimnasio)*



**Roosevelt ISD Arena (west concourse)– 1301 CR 3300, Lubbock, 79403**

*(Arena del Distrito Escolar Independiente de Roosevelt– 1301 camino rural 3300, Roosevelt)*

**Roscoe Wilson Elementary School – 2807 25th St (Gym), Lubbock, 79410**

*(Escuela Primaria Roscoe Wilson – 2807 Calle 25, gimnasio)*

**Shallowater Community Center – 902 Avenue H, Shallowater, 79363**

*(Centro Social de Shallowater – 902 Avenida H)*

**Slaton Community Clubhouse – 750 W Garza St. (Community Room), Slaton, 79364**

*(Centro Comunitario de Slaton– 750 oeste de la calle Garza, Este, salón comunitario)*

**South Plains Church of Christ – 6802 Elkhart Ave (Gym Area), Lubbock, 79424**

*(Iglesia de Cristo South Plains – 6802 Avenida Elkhart, área del gimnasio)*

**Sunset Church of Christ, (Powerhouse) – 3625 34<sup>th</sup> St, Lubbock, 79410**

*(Iglesia de Cristo Sunset, Powerhouse – 3625 Calle 34)*

**Sutherlands HomeBase – 3701 50<sup>th</sup> St (Near Lighting Section), Lubbock, 79413**

*(Sutherlands HomeBase – 3701 Calle 50, cerca de la sección de iluminación)*

**Terra Vista Middle School – 1111 Upland Ave (Library), Lubbock, 79416**

*(Escuela Intermedia Terra Vista – 1111 Avenida Upland, biblioteca)*

**Texas Tech University Student Union Building – 15th street and Akron Avenue –Student Union Building, Lubbock, 79409**

*(Edificio de la Unión de Estudiantes de la Universidad Texas Tech - Calle 15 y Akron Avenue)*

**YWCA – 6501 University Ave – Front Room, Lubbock, 79413**

*(YWCA – 6501 Universidad Ave - habitación del frente)*

# Early Voting

## November 2023 Constitutional Amendment Special Election

Exhibit B

Limited Ballot - 1302 Crickets Avenue		
Lead Clerk	Mark Moore	
Elections Office - 1308 Crickets Avenue		
Lead Clerk	Debbie Christenson	
United - Parkway		
Lead Clerk	Alma Gopie-Johnson	
United - Amigos		
Lead Clerk	Ortencia Saldivar	
United Market Street - 19th & Quaker Avenue		
Lead Clerk	Jenny Bustillos	
United - 4th & Slide		
Lead Clerk	Cindy Stinson	
United - 50th & Avenue Q		
Lead Clerk	Brenda Davis	
United - 82nd & Frankford Avenue		
Lead Clerk	Eddie Payne	
United - 82nd & Boston Avenue		
Lead Clerk	Penny Morin	
United - Market Street - 98th & Quaker Avenue		
Lead Clerk	Tina Overman	
United - Market Street - 50th Street & Indiana Avenue		

Lead Clerk	David Bender	
United - 114th & Slide		
Lead Clerk	Ellen Abreo	
United - 130th & Indiana Avenue		
Lead Clerk	Diana Segura	
United - 4th & Milwaukee		
Lead Clerk	Victor Griffin	
Abernathy City Hall - 811 Avenue D - Abernathy		
Lead Clerk	Sharon Kirkwood	
Casey Administration Building - 501 7th Street - Wolfforth		
Lead Clerk	Randy Whitson	
Idalou Community Center - 202 West 7th Street - Idalou		
Lead Clerk	James Ripley	
New Deal Community Clubhouse - 309 S. Time Outroe Ave. - New Deal		
Lead Clerk	Joann Vandergriff	
Roosevelt Clubhouse - 1408 CR 3300 - Roosevelt		
Lead Clerk		
Shallowater Community Center - Shallowater		
Lead Clerk	Remington Griffin	
Slaton Community Clubhouse - Slaton		
Lead Clerk	Adrianne Cash-Cotton	
Texas Tech University Student Recreation Center		
Lead Clerk	Deborah Wall	

**November 2023 Constitutional Amendment Special Election**

<b>ABERNATHY CITY HALL, 811 Avenue D, Abernathy</b>		
Judge	Sharon Kirkwood	
Alt Judge		
<b>BACON HEIGHTS BAPTIST CHURCH, 5110 54th St</b>		
Judge	Mel Sanchez	
Alt Judge	Marilyn Cole	
<b>BROADVIEW BAPTIST CHURCH, 1302 N Frankford Ave</b>		
Judge	Lela Tackitt	
Alt Judge		
<b>BROADWAY CHURCH OF CHRIST, 1924 Broadway Lubbock, TX 79401</b>		
Judge	Ellen Abreo	
Alt Judge	Deborah Palmer	
<b>CALVARY BAPTIST CHURCH, 5301 82nd St</b>		
Judge	Tina Overman	
Alt Judge	Mona Mojica	
<b>CASEY ADMINISTRATION BUILDING - 501 7th Street, Wolfforth</b>		
Judge	Randy Whitson	
Alt Judge	Tena Roberson	
<b>CATHOLIC DIOCESE - 4620 4th Street</b>		

Judge	Ortencia Saldivar	
Alt Judge	Betty Zamora	
CAVAZOS MIDDLE SCHOOL, 210 N University Ave		
Judge		
Alt Judge		
CELEBRATION CHRISTIAN CENTER, 8001 Upland Ave		
Judge	Judy Curry	
Alt Judge		
CHURCH ON THE ROCK, 10503 Slide Rd		
Judge	Victor Griffin	
Alt Judge	Morgan Kirkpatrick	
COPPER RAWLINGS SENIOR CENTER		
Judge		
Alt Judge		
ELKS LODGE NO. 1348, 3409 Milwaukee Ave		
Judge	Mark Moore	
Alt Judge	Richard Howell	
FIRST ASSEMBLY OF GOD CHURCH, 3801 98th St		
Judge	Jenny Bustillos	
Alt Judge	Lorisa Sullivan	

<b>GREEN LAWN CHURCH OF CHRIST, 5701 19th St</b>		
Judge	Davy Davison	
Alt Judge	Leslie Akchurin	
<b>HERITAGE MIDDLE SCHOOL - 6110 73rd Street</b>		
Judge	Patricia Finch	
Alt Judge	Mary Martinez	
<b>HODGES COMMUNITY CENTER, 4011 University Avenue Lubbock, TX 79413</b>		
Judge	Cindy Stinson	
Alt Judge	Christina Hughes	
<b>IDALOU COMMUNITY CENTER, 202 W 7th St Idalou, TX 79329</b>		
Judge	James Ripley	
Alt Judge		
<b>LUBBOCK-COOPER NORTH ELEMENTARY, 3202 108th St Lubbock, TX 79423</b>		
Judge	Penny Pierce	
Alt Judge	Dona Chancellor	
<b>LUBBOCK COOPER MIDDLE SCHOOL, 16310 TX-93 Lubbock, TX 79423</b>		
Judge	Sue Hill	
Alt Judge	Ray Carroll	
<b>LUBBOCK ISD ADMINISTRATION OFFICE, 1628 19th street Lubbock, TX 79401</b>		
Judge		

Alt Judge		
<b>MAE SIMMONS COMMUNITY CENTER, 2004 Oak Ave Lubbock, TX 79403</b>		
Judge	Debbie Christenson	
Alt Judge	Alma Gopie-Johnson	
<b>MAGGIE TREJO SUPERCENTER, 3200 Amherst St Lubbock, TX 79424</b>		
Judge	Gordon Lee	
Alt Judge	Angie Carrillo	
<b>MATHEWS ACADEMY HIGH SCHOOL, 417 N Akron Ave Lubbock, TX 79415</b>		
Judge		
Alt Judge	Robert Trejo	
<b>MATTRESS FIRM, 6707 Slide Rd Lubbock, TX 79424</b>		
Judge	Jayme Mowery	
Alt Judge		
<b>NEW DEAL COMMUNITY CLUBHOUSE, 309 S Monroe Ave New Deal, TX 79350</b>		
Judge	Joann Vandergriff	
Alt Judge	Nancy Obenhaus	
<b>PARSONS ELEMENTARY, 2811 58th St Lubbock, TX 79413</b>		
Judge	Kim Gonzalez	
Alt Judge	Kathy Payne	
<b>PATTERSON LIBRARY, 1836 Parkway Dr Lubbock, TX 79403</b>		

Judge	Christine Cooks	
Alt Judge	Robert Trejo	
<b>ROBERTS ELEMENTARY, 7901 Avenue P Lubbock, TX 79423</b>		
Judge	Nina Anderson	
Alt Judge	Penny Morin	
<b>ROOSEVELT ISD ARENA, 1301 CR 3300 Lubbock, TX 79403</b>		
Judge	Glen Mullins	
Alt Judge		
<b>ROSCOE WILSON ELEMENTARY, 2807 25th St Lubbock, TX 79410</b>		
Judge	Hedy Coffman	
Alt Judge		
<b>SHALLOWATER COMMUNITY CENTER, 902 Avenue H Shallowater, TX 79363</b>		
Judge	Remington Griffin	
Alt Judge	Dolores Gonzalez	
<b>SLATON COMMUNITY CLUBHOUSE, 750 W Garza St Slaton, TX 79364</b>		
Judge	Adrienne Cash-Cotton	
Alt Judge	Barbara Vara	
<b>SOUTH PLAINS CHURCH OF CHRIST, 6802 Elkhart Ave Lubbock, TX 79424</b>		
Judge	Eddie Payne	
Alt Judge	Megan Taylor	



<b>SUNSET CHURCH OF CHRIST, Powerhouse, 3651 34th St Lubbock, TX 79410</b>		
Judge	Lisa Hiracheta	
Alt Judge	Deborah Minnick	
<b>SUTHERLANDS HOME BASE, 3701 50th street</b>		
Judge	Julia Soccio	
Alt Judge	Laura Romero	
<b>TERRA VISTA MIDDLE SCHOOL, 1111 Upland Ave. Lubbock, TX 79416</b>		
Judge		
Alt Judge		
<b>TTU STUDENT UNION BUILDING, 15th St and Akron Ave Lubbock TX 79409</b>		
Judge	Barbara St. Croix	
Alt Judge	Sarah Looten	
<b>YWCA, 6501 University Ave Lubbock, TX 79413</b>		
Judge	Brenda Davis	
Alt Judge	Dave Bender	

## **AGENDA ITEM COMMENTARY - ITEM #7 AND #8**

### **ITEM TITLE**

Consider and take appropriate action on requests for Hotel Occupancy Tax funds

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

Terri Robinette, City Secretary

### **BACKGROUND**

Staff has received a request on behalf of Frenship Basketball Booster for a donation in the amount \$2,000 for the Annual Gene Messer Shoutout Basketball Tournament. This annual tournament will have over 36 teams playing over 70 games in the span of three days. The Holiday Inn Express-Wolfforth has provided a special rate and booking link to encourage teams to stay here in this community. This tournament donation has been funded by the CDC Board for many years at this \$2,000 amount.

Staff has also received a request from Frenship Track for support the Annual Don Black Relays. This Varsity and JV level track meet is held each year at Frenship in February and bringing teams from more than 40 regional schools. Frenship Track requests a donation in the amount of \$2500 to help facilitate this meet.

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

### **EXHIBITS**

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

Approve donation of HOT funds to Frenship basketball in the amount of \$2,000

Approve donation of HOT funds to Frenship Track in the amount of \$2,500

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

### **ITEM TITLE**

Consider and take appropriate action on Master Fee Schedule

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

Tara Tomlinson, Director of Development Services

### **BACKGROUND**

As adopted, the FY 2024 Budget was developed with a \$0.05/square foot increase to Building, Plumbing, Mechanical, and Electrical Permit fees. All fees are listed on our Master Fee Schedule (attached as an exhibit). In order to formally adopt the increases, the Council simply needs to approve the revised Master Fee Schedule. We also changed the name of the "Sewer Access Fee" to Sewer Connection Fee" for clarification purposes.

### **EXHIBITS**

Master Fee Schedule, updated as of 10-02-23

Ordinance 512

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

Approval of Master Fee Schedule

Wolfforth Master Fee Schedule

Exhibit A

<b>Planning and Zoning Department Fees</b>	
Zone Change Request Fee	\$200.00
Variance Request Fee	\$200.00
Conditional Use/Special Use Permit Fee	\$200.00
Annexation Request Fee	Costs of notices, engineering and legal review
Preliminary Plat Review Fee	\$200.00
Final Plat for Review Fee	\$1,500
Plat Renewal Fee	\$200
Re-plat or Amend Plat	\$200.00
<b>Engineering Review Fees (must be paid before plans can be approved by City Engineer)</b>	
Stormwater Management Application Fee	\$150.00 per 5 acre area disturbed
Street Plan Review Fees	0.5% of the project cost from City approved estimate (minimum of \$50)
Street Inspection Fees	1.25% of the project cost from City approved estimate (minimum of \$125)
Water Plan Review Fees	0.5% of the project cost as estimated from Table A (minimum of \$50)
Water Inspection Fees	1.25% of the project cost as estimated from Table A (minimum of \$125)
Sewer Plan Review Fees	0.5% of the project cost as estimated from Table B (minimum of \$50)
Sewer Inspection Fees	1.25% of the project cost as estimated from Table B (minimum of \$125)
Cut and Fill Plan Review	\$100.00
<b>Permit Fees</b>	
<b>Miscellaneous Permit Fees</b>	
Vendor Permit Fee	\$25.00 annually
Alarm Permit	\$50.00
Golf Cart Registration Fee	\$10.00 annually
Sign Permit	\$70.00
Solar Panel Permit	\$175.00 per building
Permit Fee, Work commencing prior to permit approval	200% of the normal permit fee
Permit Transfer Fee	The lesser of the original fee or \$250
Miscellaneous Plumbing Permit	\$70.00
Miscellaneous Mechanical Permit	\$70.00

Wolfforth Master Fee Schedule

Miscellaneous Electrical Permit	\$70.00
Accessory Building Permit <200 square feet	No fee
Accessory Building Permit >200 square feet	40% of the Construction Permit (based on Table C); \$70.00 minimum;
	for Building, Plumbing, Electrical and Mechanical Permits 20% each
In-ground Swimming Pools and Spas	60% of Construction Permit (from Table C) Pool Electrical and Plumbing 20% each
<b>Private Water Well Permits</b>	
Permit to drill/construct new well	\$120.00
Permit to drill/construct/refurbish existing well	\$75.00
Annual Well Inspection	\$50.00
Permit to repair/correct defective well	\$50.00
Permit to abandon/plug well	\$25.00
<b>Residential Building Permit Fees</b>	
Building Permit (New Construction/Remodels)	\$0.30 per square foot + MS4 Residential Review Fee,
	+Sewer Connection Fee, + 1" Water Meter Fee (\$70 minimum)
MS4 Residential Review Fee	\$30.00
1" Water Meter Fee	\$800.00
Sewer Connection Fee	\$100.00
Residential Mechanical Permit	\$0.20 per square foot (\$70 minimum)
Plumbing Permit	\$0.20 per square foot (\$70 minimum)
Electrical Permit	\$0.20 per square foot (\$70 minimum)
HUD Manufactured Home	Minimum \$70.00 fee for all permits (Building, Plumbing, Electrical, mechanical)
Re-inspection (Red Tag Fee)	\$70.00
Permit Fee, Work commencing prior to permit approval	200% of the normal permit fee
Permit Transfer Fee	The lesser of the original fee or \$250
Investigative Inspection Fee	\$70.00

Wolfforth Master Fee Schedule

<b>Commercial/Multi-Family Building Permit Fees</b>	
Commercial Plan Review	Based on Project Value from Table C
Commercial Building Permit (New/Remodels/Finish Outs)	40% of Construction Permit (from Table C) + \$200 Admin Fee
Plan Review by Fire Marshall	Based on Table D
Site Inspections by Fire Marshall	Based on Table E
Commercial Plumbing Permit Fee	20% of the Construction Permit (Table C) + 100 Admin Fee (\$70 minimum)
Commercial Electrical Permit Fee	20% of the Construction Permit (Table C) + 100 Admin Fee (\$70 minimum)
Commercial Mechanical Permit Fee	20% of the Construction Permit (Table C) + 100 Admin Fee (\$70 minimum)
Re-inspection (Red Tag Fee)	\$70.00
Permit Fee, Work commencing prior to permit approval	200% of the normal permit fee
Permit Transfer Fee	The lesser of the original fee or \$250
Investigative Inspection Fee	\$70.00
<b>Meter Fees</b>	
3/4" Meter	\$600.00
1" Meter	\$800.00
2" Meter or Compoud	Call for Price
Relocate Meter	\$500.00
Pull and Test Meter (refunded if meter is faulty)	\$75.00
Disable Meter for Non-Payment	\$150.00
<b>Park Fees</b>	
Patterson Park Pavilion - Wolfforth Resident	\$25.00
Patterson park Pavilion w/ Electricity - Wolfforth Resident	\$50.00
Patterson Park Pavilion - Non Resident	\$75.00
Patterson Park Pavilion w/ Electricity - Non Resident	\$100.00
Concert/Large Event - Wolfforth Resident	\$150.00
Concert/Large Event - Non Resident	\$200.00

Wolfforth Master Fee Schedule

<b>Animal Control</b>	
Kennel Fee	\$7.00 per day
Adoption Fee	\$25.00
Animal Relinquishment	\$70.00
Euthanasia Fee	\$50.00
Dangerous Dog Permit - Annually	\$100.00
<b>Miscellaneous Fees</b>	
Credit Card Processing Fee	3% per transaction
Return Check Fee	\$30.00
Fingerprinting	\$10.00
Standard 8 1/2 X 11 Black & White copies	\$0.10 per page
Standard 8 1/2 X 11 Color copies	\$0.25 per page
Non Standard 8 1/2 X 14 Black & White copies	\$0.50 per page
Non Standard 8 1/2 X 14 Color copies	\$0.75 per page
Non Standard 11X17 Black & White copies	\$0.75 per page
Non Standard 11X17 Color copies	\$1.00 per page
<b>Public Information Requests</b>	
Accident/Police Report	Must be obtained through the State
Fire/EMS Report	\$10.00
Other Public Information Requests	(in accordance with current guidelines adopted by the Texas Attorney General's Office)

Table A

**Water Engineering Review Fees**

Plan Review Fees 0.5% of project cost as estimated from below table (minimum of \$50)

Inspection Fees 1.25% of project cost as estimated from below table (minimum of \$125)

**UNIT WATER COSTS**

CODE	DESCRIPTION	UNITS	Unit Cost 07-2020
0	Mobilization	EA	\$ 750.00
1	Linear Feet of 4" C900 PVC Pipe	LF	\$ 17.00
2	Linear Feet of 6" C900 PVC Pipe	LF	\$ 23.00
3	Linear Feet of 8" C900 PVC Pipe	LF	\$ 28.00
4	Linear Feet of 10" C900 PVC Pipe	LF	\$ 35.00
5	Linear Feet of 12" C900 PVC Pipe	LF	\$ 43.00
6	4" Gate Valve & Box	EA	\$ 830.00
7	6" Gate Valve & Box	EA	\$ 1,000.00
8	8" Gate Valve & Box	EA	\$ 1,430.00
9	10" Gate Valve & Box	EA	\$ 1,980.00
10	12" Gate Valve & Box	EA	\$ 2,440.00
11	16" Gate Valve & Box	EA	\$ 7,050.00
12	6" x 4" Tapping Sleeve	EA	\$ 1,140.00
13	6" x 6" Tapping Sleeve	EA	\$ 1,190.00
14	8" x 4" Tapping Sleeve	EA	\$ 1,310.00
15	8" x 6" Tapping Sleeve	EA	\$ 1,350.00
16	10" x 4" Tapping Sleeve	EA	\$ 1,300.00
17	10" x 6" Tapping Sleeve	EA	\$ 1,400.00
18	10" x 8" Tapping Sleeve	EA	\$ 1,700.00
19	12" x 6" Tapping Sleeve	EA	\$ 1,600.00
20	12"x 8" Tapping Sleeve	EA	\$ 1,800.00
21	12"x 10" Tapping Sleeve	EA	\$ 2,300.00
22	16" x 6" Tapping Sleeve	EA	\$ 2,200.00
23	16" x 8" Tapping Sleeve	EA	\$ 2,400.00
24	16" x 10" Tapping Sleeve	EA	\$ 3,100.00
25	Fire Hydrant	EA	\$ 3,300.00
26	Ductile Iron Fittings	LBS	\$ 6.50

- Tapping sleeve costs include valve and riser and box.
- All C900 water pipe is DR18.
- Prices include installation and materials.
- The unit prices for Water and Sewer are inclusive of all items not specifically listed herein which may be necessary to complete the project, except engineering.



Table B

**Sewer Engineering Review Fees**

Plan Review Fees	0.5% of project cost as estimated from below table (minimum of \$50)
Inspection Fees	1.5% of project cost as estimated from below table (minimum of \$125)

**UNIT SANITARY SEWER COSTS**

CODE	DESCRIPTION	UNITS	Unit Cost 07-2020
0	Mobilization	EA	\$750.00
1	Linear Feet of 6" SDR35, 0'-4' Cut	LF	\$19.00
2	Linear Feet of 6" SDR35, 4'-6' Cut	LF	\$20.00
3	Linear Feet of 6" SDR35, 6'-8' Cut	LF	\$22.00
4	Linear Feet of 6" SDR35, 8'-10' Cut	LF	\$23.00
5	Linear Feet of 6" SDR35, 10'-12' Cut	LF	\$25.00
6	Linear Feet of 6" SDR35, 12'-14' Cut	LF	\$27.00
7	Linear Feet of 6" SDR35, 14'-16' Cut	LF	\$29.00
8	Linear Feet of 6" SDR35, 16'-18' Cut	LF	\$30.00
9	Linear Feet of 6" SDR35, 18'-20' Cut	LF	\$32.00
10	Linear Feet of 8" SDR35, 0'-4' Cut	LF	\$23.00
11	Linear Feet of 8" SDR35, 4'-6' Cut	LF	\$25.00
12	Linear Feet of 8" SDR35, 6'-8' Cut	LF	\$27.00
13	Linear Feet of 8" SDR35, 8'-10' Cut	LF	\$29.00
14	Linear Feet of 8" SDR35, 10'-12' Cut	LF	\$31.00
15	Linear Feet of 8" SDR35, 12'-14' Cut	LF	\$33.00
16	Linear Feet of 8" SDR35, 14'-16' Cut	LF	\$35.00
17	Linear Feet of 8" SDR35, 16'-18' Cut	LF	\$37.00
18	Linear Feet of 8" SDR35, 18'-20' Cut	LF	\$39.00
19	Linear Feet of 10" SDR35, 0'-4' Cut	LF	\$27.00
20	Linear Feet of 10" SDR35, 4'-6' Cut	LF	\$29.00
21	Linear Feet of 10" SDR35, 6'-8' Cut	LF	\$31.00
22	Linear Feet of 10" SDR35, 8'-10' Cut	LF	\$33.00
23	Linear Feet of 10" SDR35, 10'-12' Cut	LF	\$35.00
24	Linear Feet of 10" SDR35, 12'-14' Cut	LF	\$37.00
25	Linear Feet of 10" SDR35, 14'-16' Cut	LF	\$39.00
26	Linear Feet of 10" SDR35, 16'-18' Cut	LF	\$41.00
27	Linear Feet of 10" SDR35, 18'-20' Cut	LF	\$43.00
28	Linear Feet of 12" SDR35, 0'-4' Cut	LF	\$32.00
29	Linear Feet of 12" SDR35, 4'-6' Cut	LF	\$33.00
30	Linear Feet of 12" SDR35, 6'-8' Cut	LF	\$35.00
31	Linear Feet of 12" SDR35, 8'-10' Cut	LF	\$37.00
32	Linear Feet of 12" SDR35, 10'-12' Cut	LF	\$39.00
33	Linear Feet of 12" SDR35, 12'-14' Cut	LF	\$41.00
34	Linear Feet of 12" SDR35, 14'-16' Cut	LF	\$43.00
35	Linear Feet of 12" SDR35, 16'-18' Cut	LF	\$45.00
36	Linear Feet of 12" SDR35, 18'-20' Cut	LF	\$47.00

**UNIT SANITARY SEWER COSTS (cont.)**

CODE	DESCRIPTION	UNITS	PRORATA 2019
37	6" X 4" Wyes w/ Plug	EA	\$185.00
38	8" X 4" Wyes w/ Plug	EA	\$240.00
39	10" X 4" Wyes w/ Plug	EA	\$395.00
40	12" X 4" Wyes w/ Plug	EA	\$480.00
41	4" Riser Pipe (connect to property)	LF	\$15.00
42	6" Riser Pipe (connect to property)	LF	\$18.00
43	8" Riser Pipe (connect to property)	LF	\$24.00
44	10" Riser Pipe (connect to property)	LF	\$29.00
45	12" Riser Pipe (connect to property)	LF	\$36.00
46	Tie to Standard Manhole	EA	\$1,080.00
47	Tie to Drop Manhole	EA	\$1,300.00
48	EVF Drop Tie-In Manhole	VLF	\$290.00
49	48" Diameter Std. Manhole 4' Deep	EA	\$3,900.00
50	60" Diameter Std. Manhole 4' Deep	EA	\$7,100.00
51	Drop Manhole	EA	\$8,400.00
52	EVF 48" Standard Manhole	VLF	\$245.00
53	EVF 60" Standard Manhole	VLF	\$480.00

The unit prices for Water and Sewer are inclusive of all items not specifically listed herein which may be necessary to complete the project, except engineering.

Trench protection is issued into the new prices set.

Unit Price is based on the average of materials supplied from Morrison Supply, and O'Tool.

Labor is based on the average from the bid tabulation from H.D. Weaver and Utility Contractors of America.

For adjacent lines calculations, the unit costs for sewer are the same as above. For water main adjacent line calculations, a simplified formula has been developed. The following table shows the per foot aggregate cost for water main adjacent lines.

4-inch	6-inch	8-inch	10-inch	12-inch
23	35	47	56	68

**TABLE C – FEE SCHEDULE FOR SERVICES**

<b>Commercial and Multi-Family Construction Plan Review</b>	
<b>Project Valuation</b>	<b>Fee</b>
\$1.00 to \$10,000	\$40.00
\$10,001 to \$25,000	\$61.63 for the first \$10,000 plus \$4.76 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$133.03 for the first \$25,000 plus \$3.43 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$218.88 for the first \$50,000 plus \$2.38 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$337.88 for the first \$100,000 plus \$1.90 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,099.46 for the first \$500,000 plus \$1.62 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$1,906.98 for the first \$1,000,000 plus \$1.07 for each additional \$1,000; or fraction thereof
<b>Single Family Residential Construction Plan Review and Inspection</b>	
<b>Commercial and Multi-Family Construction Inspection</b>	
<b>Project Valuation</b>	<b>Fee</b>
\$1.00 to \$10,000	\$70.00
\$10,001 to \$25,000	\$99.67 for the first \$10,000 plus \$7.70 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$215.19 for the first \$25,000 plus \$5.56 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$354.06 for the first \$50,000 plus \$3.85 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$546.56 for the first \$100,000 plus \$3.03 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,778.56 for the first \$500,000 plus \$2.61 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$3,084.81 for the first \$1,000,000 plus \$1.73 for each additional \$1,000; or fraction thereof
<b>Additional Fees</b>	

## TABLE D - FIRE MARSHALL PLAN REVIEW

### Plan Review

Site and Civil Plans (checked for fire lane widths and turning radii, fire hydrant placement, required fire flow and fire sprinkler lines if applicable)

Based on estimated construction cost;	<\$1,000,000 = \$150,
	\$>1M - \$5M = \$250
	\$>\$5M - \$10M = \$375
	\$>10M - \$20M = \$475
	\$>20M - \$35M = \$575
	\$>35M - \$50M = \$675

Fire Sprinkler Plans (see submittal requirements) -----	\$125 plus \$1.00/sprinkler
Fire Pump -----	\$250
Hose Connections/Stand Pipe -----	\$50/outlet
Fire Alarm Plans (see submittal requirements) -----	\$125 plus \$1.00/device
Elevator Recall -----	\$100/car
Clean Agent System -----	\$1.50/sq.ft. - protected
Vent Hood -----	\$100/hood
Vent Hood Suppression System -----	\$100/system/hood
Fire Gate -----	\$150/ea.
Commercial Paint Booth -----	\$250/ea.

**\*\*All failed/rejected re-reviews are charged at the original review fee. \*\***

**\*\*Expedited reviews (within 72 hours) are charged double fees. \*\***

**\*\*Normal turnaround time is two weeks for all reviews. \*\***

## TABLE E - SITE INSPECTIONS BY FIRE MARSHAL

**Site Inspections** (based on square footage of building to be inspected, per system, includes overhead piping, hangers, wiring and final acceptance testing)

Fire Sprinkler and Fire Alarm Status Inspections	<=2,500 sqft = \$0.14/ft, >2,501 – 20K sqft = \$0.12/ft >20K - 40K sqft = \$0.10/ft. >40K – 60K sqft = \$0.09/ft. >60K – 80K sqft = \$0.08/ft. >80K – 100K sqft = \$0.07/ft. >100K sqft = \$0.06/ft.
Underground fire line inspection, Hydrostatic Test & Flushing for >2)	\$450/ea (discount
Suppression system trip test	\$350/ea
Rated walls and assemblies (\$100 minimum)	\$1.50/linear foot
General business inspections are charged at the same rate as Site Inspections above.	
Residential Foster Care	\$100.00
Residential Group Home	\$250.00
General Code consulting	\$175.00/hour.

**\*\*All failed inspections are charged at up to the original inspection fee. \*\***

**\*\*After hours or expedited inspections may be charged at double rates. \*\***

## **ORDINANCE NO. 512**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, ADOPTING A FEE SCHEDULE FOR THE CITY OF WOLFFORTH AND REPEALING AND REPLACING ALL OTHER FEE SCHEDULES IN CONFLICT WITH THIS ORDINANCE.**

**WHEREAS**, the City Council of the City of Wolfforth desires to provide a single and convenient location for a list of all fees charged by the City of Wolfforth; and

**WHEREAS**, such list is intended to repeal and replace all existing fees in conflict with the fee schedule listed on "Exhibit A" attached and incorporated as part of this Ordinance.

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

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

The City of Wolfforth Master Fee Schedule attached as Exhibit A to this Ordinance is adopted as the current fee schedule for the City of Wolfforth.

### **Part 2. Findings of Fact.**

The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life in the City.

### **Part 3. Repeal and replacement of existing fees.**

The City Council hereby repeals and replaces all fees levied by the City of Wolfforth in conflict with the fee schedule attached and incorporated herein as "Exhibit A", save and except ordinances governing taxes, water, sewer and garbage rates, and the Public Improvement District #2 assessment, as amended. Said repeal and replacement shall be effective on this the 3<sup>rd</sup> day of December, 2018.

### **Part 4. Future Amendments to the adopted fee schedule.**

The City Council hereby authorizes amendments to the fee schedule listed in "Exhibit A" by minute order of the City Council.

## **Part 5. Resolution of Conflicting Ordinances.**

In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, save and except the provisions of ordinances establishing water, sewer, and garbage rates; Public Improvement District #2 assessments, and property taxes. Nothing adopted herein is intended to, in any way, nor shall any such provision be deemed to supersede or control over the provisions of the utility rates, PID assessments, or property tax ordinances.

## **Part 6. Savings Clause.**

All rights and remedies of the City of Wolfforth are expressly saved as to any and all provisions of any ordinance affecting fees of the City and to any and all violations of the provisions of any prior ordinance pertaining to animal control and regulations within the City which have accrued as of the effective date of this ordinance; and as to such accrued fees, collection activity, violations and any pending litigation, both civil and criminal, whether pending in court or not, under such prior ordinances, same shall not be affected by this ordinance but may be prosecuted and pursued until final disposition by the courts.

## **Part 7. Severability**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance, and the remainder of this Ordinance shall be enforced as written.

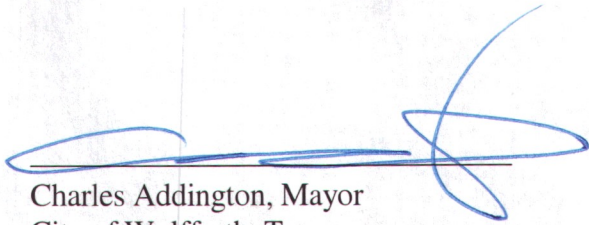
## **Part 8. Open Meetings**

It is hereby officially found and determined that the meeting at which this Ordinance was 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 of the Texas Government Code and Chapter 52 of the Texas Local Government Code.

## **Part 9. Effective date**

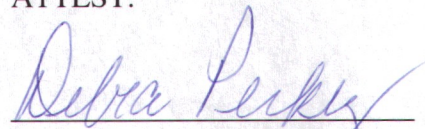
This Ordinance shall be in force and effect upon its adoption by the City Council.

**PASSED AND ADOPTED** on this the 3<sup>rd</sup> day of December, 2018.



Charles Addington, Mayor  
City of Wolfforth, Texas

ATTEST:



Debra Perkey, City Secretary

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

### **ITEM TITLE**

Consider and take appropriate action on the use of FY 23/24 budget funds for Landscape Architecture contract services from Kimley-Horn.

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

Terri Robinette, City Secretary  
Kimberly Brantley, Library Director

### **BACKGROUND**

This request is to use the approved budget funds for FY 23/24 to enter into a contract with Kimley-Horn for Landscape Architecture design services for the open land adjacent to the library. These services are to create a concrete design plan for the development of the land as an outdoor place for the community. I am seeking grant funding for this project, and it is necessary to have a true design plan in place to show funders what the money requested will be used for. For a project of this size, an abstract plan is not enough, therefore these designs are the first step in developing the land for actual use by the public. These plans will be utilized to give a visual design concept and create a budget for the project when seeking funding. At this time, this is only landscape development and will not include any plans for the expansion of the building. The land development plans will focus on green space, utilizing xeriscape landscaping, an outdoor nature learning space, and a covered area that will be utilized for outdoor programming and small community events. Everything in these plans will be focused on water conservation, and of course, bringing the community together.

### **EXHIBITS**

Contract from Kimley-Horn

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

I recommend the approval of the use of FY 23/24 budget funds for Landscape Architecture contract services from Kimley-Horn.



September 26, 2023

Kimberly Brantley  
City of Wolfforth Library  
508 East US 62  
Wolfforth, TX 79382

**Re: Agreement for Professional Services - Landscape Architecture  
City of Wolfforth Library  
Wolfforth, Lubbock County, Texas**

Dear Ms. Brantley,

Kimley-Horn and Associates, Inc. ("KH" or the "Consultant"), is pleased to submit this letter agreement (the "Agreement") to City of Wolfforth Library ("the Client") for certain professional services. This agreement may be signed in the section entitled "AUTHORIZATION".

## PROJECT UNDERSTANDING

It is understood that the Client intends to expand and develop a landscaped amenity space on the approximately 1.17 acre tract of land located North of the City of Wolfforth Library and on the U.S. 62 Frontage Road in Wolfforth, Texas. It is understood that the City of Wolfforth intends to add additional landscaping around the existing Library building.

A table summarizing our proposed scope of services, by task, is provided below. The table includes projected fees and fee type. Detailed descriptions of each task are provided later in this agreement, as are the notes and assumptions upon which our scope and fee are based.

## Project Site



## TASK AND FEE SUMMARY

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Item	Task	Fee	Fee Type
<b>700 Enhanced Landscape Architectural Services</b>			
701	Landscape and Hardscape Concept Design	\$4,400	LS
702	Landscape and Hardscape Schematic Design	\$5,000	LS
703	Schematic Design 3D Renderings	\$6,500	LS
	<b>Subtotal</b>	<b>\$15,900</b>	
	<b>Subtotal fees</b>	<b>\$15,900</b>	
	<b>In-house expenses estimated at 15.00% of labor fees</b>	<b>\$2,385</b>	
	<b>Grand Total</b>	<b>\$18,285</b>	

### Fee Type:

LS = Lump Sum Fee

### Expenses:

Reimbursable expenses will be invoiced at cost plus a markup of 15.00%

**OUR SCOPE AND FEE ARE BASED ON THE FOLLOWING****For all projects:**

- 1 Fees are to perform each task one time and one round of Client/Jurisdictional comments, unless otherwise noted. Additional rounds of Jurisdictional or Client review comments will be made on an hourly basis under a separate scope and fee if necessary.
- 2 Our scope of services terminates five feet from the building(s) and at the property line of the site.
- 3 Our services will be performed in general accordance with current published City design standards.
- 4 Effort resulting from changes to the building, site plan, or utility design after commencement of our work will be additional services.
- 5 The improvements we design will be privately bid (no quantities and bid numbers as is often required for publicly bid plans is included) and will be designed and built in a single phase.
- 6 Private utility information (gas, electric, cable, and telephone) will be shown on the plan for reference only if provided by the appropriate entities in a timely manner. Design of franchise utilities is beyond the scope of this agreement.
- 7 Inspections and Certifications during construction, if required, will be performed by others and is beyond the scope of this agreement.
- 8 Design of Life Safety lighting and signage is beyond the scope of this agreement.
- 9 KH does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client.
- 10 Additional tasks may be necessary to complete the project based on City/Client requirements. If necessary KH will provide the Client with a separate scope and fee for this effort.
- 11 KH shall be permitted to make such corrections or interpretations as may be necessary for the fulfillment of the intent of the Contract Documents. The Client shall not allow the contractor to take advantage of any apparent errors, omissions or discrepancies in the drawings or specifications. In case of any errors, omissions or discrepancies in the drawings or specifications, the Client shall direct the contractor to promptly submit the matter to the Client before the improvements are built. The Client shall promptly make a determination and issue the necessary instructions to the contractor in writing. Any adjustment by the contractor without this determination and instructions shall be at the contractor's own risk and expense. The Work is to be made complete as intended by the Contract Documents.
- 12 In the performance of any services during construction, KH shall not be responsible for the means, methods, acts, techniques, equipment choice and usage, sequences, schedules or for safety precautions or programs of any Contractor, Subcontractor, or any other individual or entity performing or furnishing work. KH shall not have the authority or responsibility to stop or direct the work of any Contractor or authorize changes to the Contractor's scope of work. KH will not be responsible for any inspections or certifications during or after completion of the project.
- 13 Any standard details or specifications provided or referenced on KH plans are for the convenience of the Client only. The Client understands that jurisdictions often mandate use of their standard and that these standards have not been modified or designed by KH. The Client has declined to have these standards updated or made specific to this project and will not hold KH responsible for errors or omissions in these standards should an issue arise from their use.
- 14 No design or study of offsite improvements to water, wastewater, roadways, traffic signals, or any other utility or improvement is known at this time and is therefore excluded.
- 15 Electrical design (such as site lighting), structural design (such as retaining walls), and site signage design is beyond the scope of this Agreement.
- 16 The site development is not anticipated to impact United States Army Corps of Engineers jurisdictional areas or other Environmentally Sensitive Areas.
- 17 Traffic control plans, if required, will be prepared by the Contractor or others and is not part of our scope.
- 18 The site development is not anticipated to impact any published FEMA floodplain area.

**For this project we assume:**

- 1 KH will rely on any as built backgrounds from Civil, MEP, Survey, Structural, and Architect. If no backgrounds provided, KH will rely on aerial imagery and information provided by the Client. No survey services are included in this proposal. Tasks within this agreement are to provide one set of Schematic Design Package for preliminary pricing and Client feedback. Effort as a result of revisions requested by the Client or by the contractor, or as a result of design changes from the other members of the design team after completion of the Schematic Design Package will be considered additional services.
- 2 The following tasks are outside the scope of this agreement:
  1. Structural Engineering (including but not limited to: retaining walls, freestanding walls, architectural pavilions, arbors and light pole foundations)
  2. Mechanical, Electrical, and Plumbing Design.
  3. Electrical engineering and design, including site photometrics, circuitry, wiring, and lighting specifications.
  4. Site Signage, Safety and Wayfinding Signage, and/or Graphics.
  5. Pavilion design/Architectural Services.
  6. Waterproofing and flashing design and coordination.
  7. Construction Documents and Details.
  8. Drawing revisions requested after the Schematic Design Package is complete.
  9. Any item not specifically included in Scope of Service.
- 3 Civil Engineering, Paving, Grading, and Drainage design is excluded from this contract.
- 4 A tree survey and tree preservation plan will not be required.
- 5 Streetscape improvements will be limited to the roadways directly adjacent to and on the same side of the project site only.
- 6 This Agreement does not include design, documentation, or specifications related to any courtyard amenity features, pools, or any design element not specifically included in this Scope of Service.

**TASK DESCRIPTIONS****Task 701 - Landscape and Hardscape Concept Design**

The Consultant will develop two black and white Concept Plans for the project and present it to the Client. The plans will illustrate the general scope, scale, theme, and relationship of various design components from the client's design program.

The Consultant will attend one meeting with the Client to present and review the plans. Input received during this meeting will become the basis of further design efforts.

**Task 702 - Landscape and Hardscape Schematic Design**

Based on input received during the Concept Design meeting, the Consultant will develop one (1) colored Schematic Plan for the project and present it to the Client. The plan will illustrate the general scope, scale, theme, and relationship of various design components from the client's design program.

The Consultant will attend one meeting with the Client to present and review the plans. Based on input received during this meeting, KH will prepare one Final Schematic Design Plan plan that will become the basis of any potential further design efforts.

The Consultant will create a preliminary opinion of probable construction cost based upon the approved Schematic Plan.

**Task 703 - Schematic Design 3D Renderings**

The Consultant will discuss with the Client their vision for the site and determine scope to be included in the 3D rendering. The Consultant will continue to develop a 3D model of the site as defined by the approved Concept Plan. The model will be completed in Sketchup and will include basic materials to illustrate design intent. The Sketchup model will be enhanced with the use of Lumion to show landscape, hardscape, and architectural materials. We will provide up to (5) five additional 3D illustrative views to the client for marketing use.

**FEE TYPES, EXPENSES, BILLING, STANDARD PROVISIONS**

KH will perform the Services in Tasks 701 through 703 and additional services on a lump sum basis. Lump Sum (LS) tasks will be invoiced based on the percent completion of the tasks.

In-House Expenses: A percentage of the labor fee, as shown in the Task and Fee Summary Table, will be included in each invoice to cover certain expenses: telecommunications, in-house reproduction, postage, supplies, and local mileage.

Reimbursable Expenses: Direct reimbursable expenses such as FedEx, couriers, print-shop reproduction, travel, and other direct expenses will be billed at cost plus the markup as shown in the Task and Fee Summary Table.

All permitting, application, recording, and similar project fees will be paid directly by the Client.

Project billing will be monthly and payment will be due within 25 days.

The Consultant is not a Contingent Partner in this project. As such the Consultant will be paid in full for all Professional Services rendered.

This agreement is subject to, and only to, the attached Standard Provisions.

## AUTHORIZATION

We appreciate the opportunity to provide these services to you. This agreement must be signed within 60 days without being subject to our revision.

Sincerely,

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



Nicholas Holscher, P.E. (TX)  
Assistant Secretary



Blaine Mikulik, PLA (TX), LI  
Project Manager

Agreed to by:

**City of Wolfforth Library**

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Signature

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Title

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Date

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Client email address for invoicing purposes



**STANDARD PROVISIONS**

- (1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- (2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - (c) Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - (d) Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - (e) Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - (g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - (h) Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- (3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- (4) **Method of Payment.** Client shall be pay Kimley-Horn as follows:
- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - (b) If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
  - (c) If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - (d) If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - (e) The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- (5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.



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

(7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

(9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND KIMLEY-HORN, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF KIMLEY-HORN AND KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF KIMLEY-HORN OR KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY KIMLEY-HORN UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY KIMLEY-HORN.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

(14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

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

**(16) Construction Phase Services.**

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

**(17) No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

**(18) Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

**(19) Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Rev. 12/2022

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

### **ITEM TITLE**

Consider and take appropriate action on Interlocal Agreement with ESC Region 10 for 457 (b) Retirement Savings Plan

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

Randy Criswell, City Manager

### **BACKGROUND**

I'd like to recommend we offer our employees another option for their retirement, a 457(b) Retirement Savings Plan (sometimes referred to as a Deferred Compensation Plan). We've discussed this internally with the Executive Team, and there is interest among our employees for a supplemental retirement plan. I've met with TCG/HUB, the company who will act as the primary representative, and they have provided me with the attached Interlocal Agreement with ESC Region 10, for our participation in a 457(b) Plan. There is no cost to the City whatsoever, and no startup cost for employees. I've also attached a few pages of information about these plans that I think you'll find helpful.

If you recall, we participate in the Texas Municipal Retirement System (TMRS), but Wolfforth only participates at a level of 5% instead of the TMRS maximum of 7%. I hope we can have more conversation in the future about becoming a 7% TMRS city, but for today I'd like your support in offering our employees the added option of a 457(b).

### **EXHIBITS**

Interlocal Agreement with ESC Region 10  
457(b) Information

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

I am requesting approval of the Interlocal Agreement with ESC Region 10



Advisor > Retirement

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## Retirement Basics: What Is A 457(b)?



By **Miranda Marquit, Benjamin Curry**

Contributor, Editor

Updated: Oct 24, 2022, 1:33pm

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Getty

A 457(b) is a type of tax-advantaged retirement plan for state and local government employees, as well as employees of certain non-profit organizations. While the 457(b) shares a few features with the more familiar 401(k) plan, it also has some unusual features. Here's what you need to know.

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**Comprehensive management of employer-sponsored retirement accounts, including 401k and 403b.**

## What Is a 457(b)?

A 457(b) is a tax-advantaged retirement plan primarily for civil servants, municipal employees, law enforcement officers and public safety personnel. In addition, executives at hospitals, charities and unions, as well as some independent contractors employed by state and local government bodies, may participate in 457(b) plans.

Like other employer-sponsored retirement plans, the 457(b) provides tax-efficient growth for retirement savings: You don't pay **capital gains taxes** on the investments you buy and sell in your account, giving your retirement nest egg additional room for growth.



your overall tax bill today. When you take out money in retirement, you pay income taxes on the withdrawals.

With a Roth 457(b), you fund your account with money that's already been taxed in exchange for tax-free withdrawals in retirement. This includes any earnings your money makes while it's in your 457(b). Not all organizations permit you to make Roth contributions to a 457(b) account.

## 457(b) Contribution Limits

For 2023, the annual contribution limit for a 457(b) plan is \$22,500. That limit includes both employer and employee contributions, although employers rarely contribute to 457(b) accounts. Employees aged 50 and older may make additional catchup contributions of \$7,500, for a total contribution limit of \$30,000 in 2023.

In addition to catch-up contributions, 457(b) plans offer unique features that can help you save a lot for retirement. First, in the three years before retirement, 457(b) plans allow you to contribute up to double the annual limit or 100% of your salary, whichever is less. These additional contributions, however, cannot exceed the value of unused eligible contributions from previous years. Practically speaking, this means an employee who contributed the maximum amount allowed every year would not be able to use these extra double contributions.

For those who are able to take advantage of this provision, there are a few things to keep in mind: It requires a lot of bookkeeping to prove you're within IRS limits, and if you're 50 or over, you can't use the regular catch-up contribution option during the years you're taking advantage of double contributions.

Next, if you have access to another employer-sponsored retirement plan, like a 403(b), you are allowed to contribute the employee maximum to both plans. That means in 2023 you could contribute \$22,500 to both a 457(b) and a 403(b). Be aware that if you are 50 or older, you can only use the \$7,500 catch-up contribution for one plan, not both. In this example, the maximum you could contribute would be \$52,500.

## How to Invest in a 457(b)

Investment options available in 457(b) plans are generally limited to annuities and mutual funds. You can't buy exchange-traded funds (ETFs) or individual stocks in a 457(b) account, for instance.

In practice, this may not be too different from how even those with 401(k)s [invest for retirement](#): Most 401(k) holders invest in mutual funds anyway. As long as you're able to purchase stock-based and



Whichever portfolio structure you pick, bear in mind that you'll generally want to have a greater percentage of stock-based funds when you're younger and slowly switch to more conservative, bond-based investments as you age. If you'd prefer to avoid the stress and effort of picking funds on your own, look to see if your 457(b) offers target-date funds. These mutual funds invest in a mix of other mutual funds that automatically adjust over time as you get closer to your target retirement date.

If your 457(b) plan doesn't offer the choices you need, consider diverting some (or all) of your contributions to an individual retirement account ([IRA](#)) to supplement your portfolio as you probably won't be missing out on any sort of employer match. IRAs offer much broader investments than 457(b)s but have much lower contribution limits. If you're intent on saving a lot for retirement, you may then have to put at least a portion of your savings in your workplace plan.

## 457(b) Withdrawals

Withdrawals from a 457(b) plan can be complicated. On the one hand, unlike most other tax-advantaged retirement plans, you may be able to withdraw funds in your 457(b) account penalty-free before you reach age 59 ½. This, however, only applies when you leave your employer and you still must pay applicable income taxes on anything you withdraw.

If you have not left your employer, though, your contributions are locked up more than they might be in other retirement accounts. For the most part, withdrawals really aren't allowed unless you experience an unforeseeable financial hardship, and even then, your employer's plan doesn't have to allow it. That said, you may be able to take a loan from your 457(b) plan, though again this is contingent on your employer allowing it.

## 457(b) RMDs

As with most other employer-sponsored retirement plans, you eventually will be forced to make at least a minimal withdrawal from your retirement account. Once you reach 72, you must take the required minimum distributions ([RMDs](#)) from your 457(b), unless you are still working for the company where you hold your 457(b). If that is the case, you can defer taking RMDs until April after the year you retire.

## 457(b) vs 403(b): Main Differences

Public sector employees and certain employees of non-profit organizations may have access to 457(b) and 403(b) retirement plans. Though these plans share some similarities, there are important differences:





- **Contribution maximums.** Though both 457(b)s and 403(b)s allow for the same employee contribution amount, 403(b)s allow for close to double what 457(b)s do when you consider employer contribution maxes. If you have access to both plans, remember that you can max out the employee contributions of both plans.
- **Catchup contributions.** Each plan offers unique catchup contribution provisions. A 457(b) allows for double-the-limit contributions within three years of the normal retirement age. The 403(b) allows additional contributions to those who have worked for the same employer for 15 years (up to \$15,000 total).
- **Early withdrawals.** The 457(b) lets you start withdrawing money from your account as soon as you stop working for the sponsoring employer, no matter your age. Meanwhile, 403(b) plans allow standard, penalty-free withdrawals at age 59 ½, as well as limited early withdrawal exceptions, such as the [Rule of 55](#). That said, 403(b) funds may be easier to access in a pinch while you're still working at the sponsoring employer as 457(b)s have much tighter restrictions on withdrawals while you're still employed.

## Want to plan your retirement?

Use Empower's Retirement Planner to calculate how much you would need to save for your retirement

Sign Up

## Should You Invest in a 457(b)?

A 457(b) retirement plan can help you build wealth for the future. Its special catchup contribution allowances may be particularly valuable for those looking to grow their nest egg in the years immediately preceding retirement.

457(b)s, though, generally offer more limited investment choices and can make it harder to access your money while you still work for the employer sponsoring the plan. If you want more flexibility in investment options and withdrawal timing, consider complementing your 457(b) retirement savings strategy with an IRA or 403(b), if available.



**INTERLOCAL AGREEMENT  
Education Service Center Region 10**

**Contracting Parties**

**Education Service Center Region 10 (ESC Region 10)**

**and**

**City of Wolfforth (the "Employer")**

---

This agreement is effective November 1, 2023 ("Effective Date") and shall remain in effect for the period beginning with the Effective Date and twelve (12) months thereafter ("Term"). This agreement shall continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.

**Statement of Services to be Performed:** Provide a 457(b) Retirement Savings Plan ("Plan") to the Employer through the ESC Region 10 457 Cooperative and Master Plan.

Authority for such services is granted under sections 791.001 through 791.015 and 791.025 of the Government Code, V.T.C.A. as amended.

**Role of ESC Region 10**

1. Provide for the organizational and administrative structure of the program, including a Trust for investment of Plan funds, oversee the investments of the Trust, and provide a Plan document to the Employer.
2. Provide for an Investment Advisor to oversee the investments offered in the Cooperative and Master Plan and to accept fiduciary responsibility for the selection of the investments offered to employees participating in the Cooperative and Master Plan.
3. Provide staff time necessary for efficient operation of the program.
4. Initiate and implement activities related to the vendor(s) selection process.
5. Facilitate the delivery of the services purchased.

**Role of the Member Employer:**

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase the services designated herein when it is in the best interest of the Employer.
4. Accept the services from vendor(s) in accordance with standard procedures of the Employer.

5. Pay vendor(s) in a timely manner for all goods and services received, which shall include timely forwarding of participating employees' payroll deduction contributions to the Plan.
6. Supply payroll data in good order to the vendor(s).
7. Allow employees access to the Plan as agreed upon with the vendor(s).

**This agreement shall not cover any existing plan(s) sponsored by the Employer under Section 457 of the Internal Revenue Code and neither ESC Region 10 nor any of the vendors participating in the Master Plan and Cooperative shall have any responsibility whatsoever for such existing plan(s).**

**Authorization:**

Please send a signed Interlocal Agreement to ESC Region 10, Attn: Dr. Gordon Taylor, Executive Director, Education Service Center Region 10, 400 E. Spring Valley Rd., Richardson, TX 75081.

Employer: City of Wolfforth

Education Service Center Region 10

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

City Manager  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Randy Criswell  
Contact Person

\_\_\_\_\_  
Contact Person

City Manager  
Title of Contact

\_\_\_\_\_  
Telephone Number

302 Main St.  
Street Address

Wolfforth, Texas 79382  
City, State

rcriswell@wolfforthtx.us  
E-mail Address

806 855 4120  
Telephone Number

## **AGENDA ITEM COMMENTARY - ITEM #13**

### **ITEM TITLE**

Consider and take appropriate action on report on City Charter Election

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

Terri Robinette, City Secretary

### **BACKGROUND**

The November 7, 2023 Special Election is quickly approaching. As required, a mailout containing the draft Charter, some frequently asked questions and a letter from City Manager Randy Criswell was sent to all registered voters within the city limits of Wolfforth on 9/25/2023. In an effort to get this information out to the public, we also began a Facebook campaign on 9/27 that addresses an FAQ each day with a reminder to vote on November 7. The public can also find a story in the Latest news section of the City's website.

Important Election Dates

Early Voting: Monday, October 23 through Friday, November 3

Election Day: Tuesday November 7

### **EXHIBITS**

Charter Election Mailout

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

No action needed



September 1, 2023

To: All registered voters of Wolfforth

Re: Upcoming election on City of Wolfforth Charter

Dear Wolfforth voter:

Attached, you will find a copy of the proposed Home Rule Charter for the City of Wolfforth, Texas. As a registered voter in Wolfforth, you have an opportunity to vote on its adoption. The election will be held on November 7, 2023, and we encourage you to vote.

The Charter was prepared by a group of fellow Wolfforth citizens who worked many hours to create the Charter, and they fully support and recommend its adoption. The members of the Wolfforth Charter Commission are: L. Scott Mann, Chair; Lee Flores, Vice-Chair; Misti Welch, Chelsea Salazar, Kris Kerr, Larry Holland, Marie Garza, Mike Bickle, Shawn Vinson, and Steve Haynes. Please feel free to reach out to any of them that you may know, and they'll be happy to share their thoughts with you.

Today, Wolfforth is a General Law City as defined by the Texas Local Government Code. In Texas, when a City reaches a population of 5,000, the City is eligible to become a Home Rule City, which involves the adoption of a City Charter, thereby changing the authority of the City and *placing more control into the hands of the citizens*. Nearly every eligible city in Texas has made the choice to become Home Rule, and the members of the Wolfforth Charter Commission and the Wolfforth City Council support our change to Home Rule as well.

Also included is a list of Frequently Asked Questions that we think you'll find helpful and informative. We encourage you to read the proposed Charter and if you have any questions, please reach out to me at [rcriswell@wolfforthtx.us](mailto:rcriswell@wolfforthtx.us), or to Terri Robinette (City Secretary) at [trobinette@wolfforthtx.us](mailto:trobinette@wolfforthtx.us).

Sincerely,

Randy Criswell, City Manager  
City of Wolfforth



## FREQUENTLY ASKED QUESTIONS

### What kind of City is Wolfforth now?

- Wolfforth is a "Type A General Law Municipality" under the Local Government Code. A General Law Municipality has no power of its own; only the power specifically granted to it by the State of Texas. In General Law, the State of Texas is in control, not the citizens.

### What is a "Home Rule Municipality"?

- Under Home Rule, a local government has all powers except those prohibited by statute or constitutional provision; the citizens have much more control than in General Law. The adoption of a Home Rule Charter changes the City's authority under the law.

### What is a Home Rule Charter?

- A home rule charter is a fundamental governing document for a City in Texas. A Charter enables citizens of a city to define the basic organization, powers, duties, functions, and essential procedures of its government.

### What is a Home Rule Charter Commission?

- The Home Rule Charter Commission is a commission of citizens appointed by the City Council for the purpose of creating a proposed charter.

### What did the Home Rule Charter Commission do?

- The Commission held several meetings, finished creating the proposed charter, and presented it to the City Council, who ordered an election to be held for the purpose of the citizens of Wolfforth to vote on the adoption of the proposed home rule charter.

### What does this mean in terms of Our Municipal Authority?

- Home Rule Municipalities give the authority to the citizens of a City to determine its form of government and how it operates. This includes among other things: the number of seats on City Council and how they are elected; the apportionment of power between the mayor, the council, and the manager; the duties of administrative staff, including the City Manager and City Secretary and the ability for citizens to petition the government to initiate legislation, repeal adopted legislation and recall City Council members.

### What aspects of City Government will be affected by the proposed charter, if adopted?

- Changing to Home Rule will not impact your daily life but does impact citizen control over municipal government. If adopted by the voters, the proposed charter would constitute the governing document of the City of Wolfforth, and would govern the city operations, planning, ordinances, and finances. Making the change would assist the City with long-term planning and allow for greater flexibility in funding sources. The proposed charter would also contain limitations on the powers of the City and its elected and appointed officials.



**If this charter is adopted, will it cause my property tax, sales tax, water and/or gas bills to increase?**

- No. Taxes and fees are subject to other entities and variables, and are not affected by the adoption of a Charter.

**What are some specific provisions for citizen powers of the proposed City of Wolfforth Charter?**

- First, the proposed charter includes the power of recall. Under the terms of the charter, a petition requesting the removal of an elected official on the grounds of incompetency, misconduct, or malfeasance in office, signed by at least 10% of those registered to vote at the City's last general election, would initiate the recall process. If the officer whose removal is sought does not resign, then the City Council shall order an election and set the date for holding such recall election.
- Second, the proposed charter includes the power of citizens' initiative. Under the process in the charter, registered voters of the City may initiate legislation by submitting a petition addressed to the City Council that requests the submission of a proposed ordinance to a vote of the registered voters of the City. Said petition must be signed by twenty (20%) of the voters registered to vote in the previous City's General Election. After the receipt thereof, City Council may then either take favorable action on the issue or submit the matter to a vote of the citizens at large.
- Third, the proposed charter includes the power of referendum. Under the terms of the charter, registered voters of the City may require that any ordinance passed by the City Council and subject to the initiative process under this charter be submitted to the voters of the City for approval or disapproval, by submitting a petition for the purpose within sixty (60) days after final passage of said ordinance. The petition must be signed by at least 20% of those registered to vote at the City's last general election.

**Will the proposed charter include significant changes to elected positions in the City?**

- Under Texas Law, the City Council and Mayor of a General Law City serve two-year terms. This has been the law governing Wolfforth's elected positions. Under the terms of the proposed charter, the City Council and Mayor positions will remain two-year terms.

**Who can vote on the proposed charter?**

- All Registered Voters of Wolfforth can vote on the proposed charter in the November 7, 2023 Special Election.

**If adopted, could the charter later be amended?**

- Yes. Upon receipt of a petition signed by at least five percent of the qualified voters or upon City Council's own motion, proposed amendment(s) may be submitted to the voters in the manner prescribed by state law. The charter may not to be amended more often than every two years.

1 **WOLFFORTH CITY CHARTER**

2 **PREAMBLE**

3 We, the citizens of Wolfforth, Texas, in order to establish a Home Rule Municipal Government,  
4 provide for the future progress of our City, obtain the full benefits of local self-government and  
5 provide for the public welfare, hereby adopt this Home Rule Charter, in accordance with the  
6 constitution and statutes of the State of Texas; and do hereby declare the residents of the City of  
7 Wolfforth, in Lubbock County, Texas, living within the legally established boundaries of the said  
8 City, to be a political subdivision of the State of Texas incorporated forever under the name and  
9 style of the "City of Wolfforth" with such powers, rights, privileges, authorities, duties and  
10 immunities, as are herein provided.

11  
12 **ARTICLE I**  
13 **FORM OF GOVERNMENT AND BOUNDARIES**

14  
15 **SECTION 1.01 FORM OF GOVERNMENT**

16  
17 The municipal government provided by this Charter shall be known as the "City Council-Manager  
18 Government." Pursuant to the provisions herein, and subject only to the limitations imposed by  
19 the State Constitution and state statutes, all powers of the City shall be vested in an elected city  
20 council, hereinafter referred to as the "City Council," which shall enact local legislation, adopt  
21 budgets, determine policies, and appoint City officials as noted in this Charter, including the City  
22 Manager, who in turn shall be held responsible to the City Council for the execution of the laws  
23 and the administration of the government of the City. All powers of the City shall be exercised in  
24 the manner prescribed by this Charter, or if the manner is not prescribed, then in such manner as  
25 may be prescribed by ordinance, the State Constitution or by state statutes.

26  
27 **SECTION 1.02 BOUNDARIES**

28  
29 The citizens of the City of Wolfforth, Lubbock County, Texas, residing within its corporate limits,  
30 as heretofore or hereafter established, are hereby constituted and shall continue to be a municipal  
31 body politic and corporate, in perpetuity, under the name of the "City of Wolfforth," with such  
32 powers, privileges, rights, duties, authorities and immunities as are herein provided.

33  
34 **SECTION 1.03 EXTENSION AND REDUCTION OF BOUNDARIES**

35  
36 A. The boundaries of the City may be enlarged by the annexation of additional territory in any  
37 manner authorized by law.  
38

- 1 B. Whenever, in the opinion of the City Council, there exists within the corporate limits of  
2 the City and territory, either inhabited or uninhabited, not suitable, or necessary for City  
3 purposes, the City Council may, upon a public hearing and by ordinance duly passed,  
4 discontinue said territory as part of the City.  
5

6  
7 **ARTICLE II**  
8 **POWERS OF THE CITY**  
9

10 **SECTION 2.01 GENERAL POWERS OF THE CITY**  
11

12 The City shall have all powers and rights of self-government and home rule that exist now or may  
13 be granted to municipalities by the Constitution and laws of the State of Texas, together with all  
14 implied powers necessary to carry into execution such granted powers, unless such power of right  
15 is expressly prohibited or restricted by this Charter.  
16

17  
18 **ARTICLE III**  
19 **THE CITY COUNCIL**  
20

21 **SECTION 3.01 COMPOSITION; TERM**  
22

- 23 A. The City Council shall be composed of a Mayor (the "Mayor") and five (5) City Council  
24 Members (individually referred to as "Council Members") (the Mayor and Council  
25 Members collectively referred to as "Members of City Council" or the "City Council").  
26  
27 B. The Mayor shall be elected at large, and each Council Member shall be elected at large but  
28 by Place. The term of office for Members of City Council shall be two (2) years. Members  
29 of the City Council shall hold office until their successor qualifies and takes office.  
30

31 **SECTION 3.02 LIMITATIONS ON TERMS**  
32

33 This Charter does not restrict or place limitations on the number of terms any one person may  
34 serve.  
35

36 **SECTION 3.03 QUALIFICATIONS OF CITY COUNCIL**  
37

- 38 A. Candidates for election and appointment to City Council shall meet all state qualifications  
39 for office.



- 1
- 2 B. Candidates for election and appointment to City Council who have been previously
- 3 recalled from office shall not be eligible for appointment or election to City Council for a
- 4 period of four (4) years from the date of the election at the end of the term during which
- 5 they were recalled.
- 6

7 **SECTION 3.04 MAYOR; AND MAYOR PRO-TEMPORE**

8

- 9 A. The Mayor shall preside at meetings of the City Council and shall be recognized as the
- 10 head of the City government for all ceremonial purposes, and by the Governor for purposes
- 11 of military law, but shall have no regular administrative duties. The Mayor may participate
- 12 in the discussion of all matters coming before the City Council. The Mayor shall vote only
- 13 in the case of a tie.
- 14
- 15 B. At each new City Council's first meeting or as soon as practicable, the governing body shall
- 16 elect one City Council Member to serve as Mayor Pro Tempore for a term of one year. The
- 17 Mayor Pro-Tempore shall act as Mayor during the disability or absence of the Mayor, and
- 18 in this capacity shall have the rights conferred upon the Mayor but shall not lose the right
- 19 to vote. If a vacancy occurs in the office of the Mayor Pro-Tempore, the City Council shall
- 20 elect a new Mayor Pro-Tempore at the next regular meeting after the vacancy occurs.
- 21

22 **SECTION 3.05 VACANCIES, FORFEITURE AND FILLING OF VACANCIES**

23

- 24 A. The office of a Council Member or the Mayor shall become vacant upon their death,
- 25 resignation, forfeiture of office, or removal from office by any manner authorized by law.
- 26
- 27 B. A Member of City Council shall forfeit their office if they:
- 28
- 29 1. cease to possess the required qualifications for office;
- 30
- 31 2. are convicted of a felony, or of a misdemeanor involving moral turpitude;
- 32
- 33 3. are convicted of violating any state laws regulating conflicts of interest of municipal
- 34 officers; or
- 35
- 36 4. cease to be a resident of the City.
- 37
- 38 C. Every forfeiture shall be declared and enforced by the City Council.
- 39

1 D. If for any reason a single vacancy exists on the City Council, a majority of the remaining  
2 Council Members who are present and voting may fill the vacancy by appointment. The  
3 Mayor may vote on the appointment only if there is a tie. A City Council Member is not  
4 ineligible to be appointed to fill a vacancy in the office of Mayor, but the City Council  
5 Member may not vote on the person's own appointment. The person appointed to fill the  
6 vacancy serves until the next regular municipal election. In lieu of appointing a person to  
7 fill a vacancy, a special election may be ordered to elect a person to fill the vacancy. If  
8 two or more vacancies exist at the same time, a special election shall be ordered to fill the  
9 vacancies. A Member of City Council is ineligible to vote to fill a vacancy on the  
10 governing body by special election after resigning from City Council.  
11  
12

### 13 **SECTION 3.06 POWERS OF THE CITY COUNCIL**

14

15 All powers of the City and the determination of all matters of policy shall be vested in the City  
16 Council. Except where in conflict with and otherwise expressly provided by this Charter, the  
17 City Council shall have all powers authorized to be exercised by the Constitution and laws of the  
18 United States and the State of Texas.  
19  
20

### 21 **SECTION 3.07 PROHIBITIONS**

22

23 A. Except where authorized by law or by this Charter, no Mayor or Council Member shall  
24 hold any other City office or City employment during that person's term as Mayor or  
25 Council Member. No former Mayor or Council Member shall hold any compensated  
26 appointive office or City employment until one (1) year after the expiration of the term for  
27 which they were elected or appointed to the City Council.  
28

29 B. Members of the City Council shall not in any way dictate the appointment or removal of  
30 the City administrative officers or employees appointed by the City Manager or any of the  
31 City Manager's subordinates. The City Council, at a meeting in compliance with the Texas  
32 Open Meetings Act, may express its views fully and freely and discuss with the City  
33 Manager anything pertaining to the appointment and removal of such officers and  
34 employees.  
35

36 C. Except for the purpose of inquiries and investigations as provided by this Charter, Members  
37 of the City Council shall interact with City officers and employees who are subject to the  
38 direction and supervision of the City Manager solely through the City Manager. Neither  
39 Members of City Council nor the City Council shall give orders to any such officer or  
40 employee, either publicly or privately, except as otherwise provided in this Charter.

1  
2  
3 **SECTION 3.08 MEETINGS OF THE CITY COUNCIL**  
4

5 The City Council shall hold such monthly meetings as necessary to efficiently conduct the affairs  
6 of the City. The City Council shall set the date and time of its regular meetings by resolution.  
7

8  
9 **SECTION 3.09 QUORUM**  
10

11 Three (3) Members of the City Council shall constitute a quorum for the purpose of transaction of  
12 business. No action of the City Council, except as specifically provided in this Charter, shall be  
13 valid or binding unless adopted by the affirmative vote of a majority of the City Council present  
14 and qualified to act.  
15

16  
17 **SECTION 3.10 RULES OF PROCEDURE; ABSTENTIONS**  
18

- 19 A. The City Council shall adopt rules of procedure for its meetings.  
20  
21 B. All Members of the City Council shall vote on all matters before the City Council unless  
22 state law requires them to abstain.  
23  
24

25 **SECTION 3.11 PASSAGE OF ORDINANCES IN GENERAL**  
26

- 27 A. The City Council shall legislate by ordinance only, and the enacting clause of every  
28 ordinance shall read:  
29

30 "Be it ordained by the City Council of the City of Wolfforth, Texas...".  
31

- 32 B. Each proposed ordinance shall be introduced in the written or printed form required for  
33 adoption and shall contain a title or caption that fairly and accurately identifies the  
34 subject(s) addressed in the ordinance.  
35

- 36 C. If a majority of the City Council present at a City Council meeting request that an ordinance  
37 title and caption or the entirety if an ordinance be read, it shall be read.  
38

- 39 D. Effective Date and Mayor's Authority to Require Reconsideration.  
40

1. Before an ordinance or resolution adopted by the City Council may take effect, the ordinance or resolution must be placed in the office of the City Secretary. Ordinances and resolutions shall be considered “placed in the office of the City Secretary” at the beginning of the first business day of the City following the meeting at which the ordinance or resolution was adopted.
2. The Mayor shall sign the ordinances and resolutions that the Mayor approves. If the Mayor does not sign an ordinance or resolution before the fourth day after the date it is placed in the City Secretary's office and does not return the ordinance or resolution as provided for under subsection 3 the ordinance or resolution shall become effective immediately or at any later time(s) specified in the ordinance or resolution, except that every penal ordinance imposing any penalty, fine or forfeiture shall become effective only after having the descriptive title or caption of the same published at least one time after final passage in a newspaper designated as the official newspaper of the City.
3. If the Mayor files a statement of written objections specifying their reasons for objecting to the ordinance or resolution with the City Secretary before the fourth day after the date the ordinance or resolution is placed in the secretary's office, the City Council shall, at the next regular or special meeting, reconsider the vote by which the ordinance or resolution was adopted. If a majority of the total number of City Council Members approve the ordinance or resolution on reconsideration the ordinance or resolution may take effect and the Mayor shall have no further authority to object.

### **SECTION 3.12      AUTHENTICATION, RECORDING, CODIFICATION, PRINTING AND DISTRIBUTION**

- A. All ordinances and resolutions adopted by the City Council shall be authenticated by seal and signature of the person performing the duties of the City Secretary and numbered consecutively as adopted.
- B. The City Council may authorize and maintain a codification of ordinances of the City. This codification shall be known and cited as “The Wolfforth City Code” and shall be in full force and effect without the necessity of such code or any part thereof being published in any newspaper. The caption, descriptive clause, and other formal parts of the ordinances of the City may be omitted without affecting the validity of such ordinances when codified. Every general ordinance enacted subsequent to such codification shall be enacted as an amendment to the code. General ordinances shall be deemed to be those ordinances of a permanent or continuing nature which affect the residents of the City at large.

1  
2  
3  
4 **SECTION 3.13 INVESTIGATIONS BY THE CITY COUNCIL**  
5

- 6 A. Notwithstanding the provisions of subsection B, the City Council may initiate  
7 investigations into the affairs of the city and the conduct of any city department, office, or  
8 agency and for this purpose may subpoena witnesses, administer oaths and take testimony  
9 and require the production of evidence. They also may, by ordinance, provide for a  
10 misdemeanor offense for the conduct of a person who fails or refuses to obey a lawful order  
11 issued in the exercise of this power as a collective body.  
12
- 13 B. Except for the purpose of inquiries and investigations provided for in subsection A the  
14 Council Members shall deal with City officers and employees who are subject to the  
15 direction and supervision of the City Manager solely through the City Manager and neither  
16 the City Council nor Members of City Council shall give orders to or reprimand any such  
17 officer or employee, either publicly or privately.  
18

19 **ARTICLE IV**  
20 **DEPARTMENTAL SERVICES**  
21

22 **SECTION 4.01 CITY MANAGER**  
23

- 24 A. The City Council shall, upon approval of a majority vote of the full City Council, appoint  
25 a City Manager who shall be the chief administrative and executive officer of the City, and  
26 shall be responsible to the City Council for the administration of the affairs of the City.  
27
- 28 B. The City Manager shall be chosen by the City Council based solely on executive and  
29 administrative training, experience, and ability.  
30
- 31 C. The City Council shall fix the compensation of the City Manager and the City Manager's  
32 compensation may be amended, from time to time, in accordance with the City Manager's  
33 experience, qualifications and performance.  
34
- 35 D. The City Manager may be removed or suspended, with or without cause, subject to any  
36 contractual arrangements that may exist between the City Council and the City Manager,  
37 at the discretion of the City Council by the affirmative vote of a majority of the full City  
38 Council.  
39

- 1 E. In the case of the absence, disability or suspension of the City Manager, the City Council  
2 may designate a temporary qualified individual to perform the duties of the City Manager.  
3  
4

5 **SECTION 4.02 MUNICIPAL COURT**  
6

- 7 A. The City Council shall establish and cause to be maintained a Municipal Court. The Court  
8 shall have all the powers and duties as may be prescribed by State Law. .  
9  
10 B. Municipal Judge(s) and alternate Municipal Judge(s) shall be appointed by the City  
11 Manager upon a recommendation to and confirmation by a majority vote of the full City  
12 Council.  
13  
14 C. The Municipal Judge(s) of the Municipal Court shall be appointed to a term of two (2)  
15 years. The Municipal Judge(s) and alternate Municipal Judge(s) may be removed from  
16 office, with or without cause, at any time by the City Manager upon a recommendation to  
17 and confirmation by a majority vote of the full City Council.  
18  
19

20 **SECTION 4.03 CITY ATTORNEY**  
21

- 22 A. The City Council shall appoint, by the affirmative of a majority vote of the full City Council  
23 a competent, duly qualified licensed and practicing attorney in the State of Texas who shall  
24 serve as the City Attorney.  
25  
26 B. The City Attorney shall be the legal advisor and attorney for the City and all its departments  
27 and officers in the City and shall represent the City in all litigation except where insurance  
28 requirements dictate otherwise; however, the City Council may retain special counsel at  
29 any time it deems necessary or advisable to represent the City, the City Council, the  
30 individuals making up the City Council or City employees.  
31  
32 C. The City Attorney shall review and provide opinions, as requested by the City Council or  
33 City Manager on contracts, legal instruments, ordinances of the City and other City  
34 business.  
35  
36 D. The City Attorney and any appointed Special Counsel shall receive compensation as  
37 determined by the City Council.  
38  
39 E. The City Attorney may be removed, with or without cause, by the affirmative vote of a  
40 majority vote of the full City Council.

- 1  
2 F. The City Attorney, with the approval of the City Council, may select additional attorneys  
3 to act for the City Attorney and the City in its representation.  
4  
5

6 **SECTION 4.04 ADMINISTRATIVE DEPARTMENTS, OFFICES AND AGENCIES**  
7

8 The City Council may, after hearing recommendations of the City Manager, establish, abolish,  
9 redesignate and/or combine departments, offices or agencies in addition to those provided for by  
10 this Charter, and may prescribe the functions and duties of such departments, offices and agencies.  
11  
12

13 **ARTICLE V**  
14 **NOMINATIONS AND ELECTIONS**  
15

16 **ELECTION 5.01 CITY ELECTIONS**  
17

- 18 A. All City elections shall be conducted in accordance with the state law.  
19  
20 B. The regular City election shall be held at such times as required by this Charter and on a  
21 date set by the City Council consistent with state law.  
22  
23

24 **SECTION 5.02 FILING FOR OFFICE; ELIGIBILITY FOR ELECTION AND**  
25 **APPOINTMENT TO OFFICE**  
26

- 27 A. Candidates for elective City office shall file for office in accordance with the Texas  
28 Election Code.  
29  
30 B. No candidate for City Council may file for more than one (1) city office or position in a  
31 single election.  
32  
33

34 **SECTION 5.03 OFFICIAL RESULTS**  
35

36 The candidate for elective office who receives more votes than any other candidate for the office  
37 shall be declared the winner.  
38  
39  
40

1   **SECTION 5.04        TAKING OF OFFICE**

2  
3    A person who is elected or appointed to the City Council shall take office upon taking the oath of  
4    office.  
5

6  
7                                    **ARTICLE VI**  
8                    **RECALL, INITIATIVE AND REFERENDUM**  
9

10   **SECTION 6.01        SCOPE OF RECALL**

11  
12    Any elected City official shall be subject to recall and removal from office by the registered voters  
13    of the City on grounds of incompetency, misconduct or malfeasance in office.  
14

15  
16   **SECTION 6.02        PETITIONS FOR RECALL**

17  
18    Before the question of recall of such officer is submitted to the registered voters of the City, a  
19    petition demanding such question to be so submitted shall first be filed with the person performing  
20    the duties of City Secretary, which said petition must be signed by ten percent (10%) of those  
21    registered to vote at the City's last general election. Each signer of such recall petition shall  
22    provide all requisite information as required by the Texas Election Code and this Charter.  
23

24  
25   **SECTION 6.03        FORM OF RECALL PETITION**

26  
27    The recall petition must be addressed to the City Council, must distinctly and specifically reference  
28    the grounds upon which such petition for removal is predicated, and, if there be more than one (1)  
29    ground, the petition shall reference as a ground one or more of the reasons or grounds for removal  
30    of a city officer which shall be based on grounds of incompetency, misconduct or malfeasance in  
31    office.  
32

33    The signature shall be verified by oath in the following form.

34  
35    "State of Texas"  
36    County of Lubbock  
37

38    I, \_\_\_\_\_, being first duly sworn, on oath depose and say that I am one of the signers of the  
39    above petition, and that the statements made therein are true, and that each signature appearing



thereto was made in my presence on the day and date it purports to have been made, and I solemnly swear that the same is the genuine signature of the person it purports to be.

\_\_\_\_\_  
Signature

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signed \_\_\_\_\_

Notary Public in and for

State of Texas

#### **SECTION 6.04        VARIOUS PAPERS CONSTITUTING PETITION**

Any petition shall, at a minimum, meet the requirements for valid petitions under the Texas Election Code. The petition may consist of one (1) or more copies or subscription lists, circulated separately, and the signatures thereto may be upon the paper or papers containing the form of petition, or upon other paper attached thereto. Verifications provided for in Section 6.03 of this Article may be made by one (1) or more petitioners, and the several parts of copies of the petition may be filed separately and by different persons. All papers comprising a recall petition shall be filed with the City Secretary on the same day, and the City Secretary shall immediately notify, in writing, the officer so sought to be removed, by mailing such notice to the officer's City address.

#### **SECTION 6.05        PRESENTATION OF PETITION TO THE CITY COUNCIL**

Within forty-five (45) business days after the date of the filing of the papers constituting the recall petition, the City Secretary shall verify the signatures on the petition and, if the petition is determined to be legally sufficient, present such petition to the City Council.

#### **SECTION 6.06        CALLING OF RECALL ELECTION**

If the officer whose removal is sought does not resign, then the City Council shall order an election and set the date for holding such recall election. The date selected for the recall election shall be in accordance with the Texas Election Code. If after the recall election date is established, the officer vacates their position, the election shall be cancelled unless such cancellation is not authorized under state law.

#### **SECTION 6.07        PUBLIC HEARING ON RECALL**

1 The elected official whose removal is sought may, within five (5) working days of the ordering of  
2 the election on the recall, request in writing to the City Secretary a special meeting to be held. In  
3 this event, the City Council shall order such a special meeting to be held, no more than thirty (30)  
4 days and no less than fifteen (15) days before early voting. At any special meeting held under this  
5 Section, the individual whose removal is sought shall have a thirty (30) minute period to state their  
6 response to the recall petition. No other items of business shall be part of the special meeting. This  
7 special meeting is not a trial.

#### 10 **SECTION 6.08        BALLOTS IN RECALL ELECTION**

12 Ballots used at recall elections shall conform to the following requirements:

14 A. With respect to each person whose removal is sought, the question shall be submitted:

16 “Shall \_\_\_\_\_ be removed from the office of \_\_\_\_\_ by recall?”

18 B. Immediately below each such question there shall be printed the following words, one  
19 above the other, in the order indicated:

21 “Yes”

23 or

25 “No”

#### 27 **SECTION 6.09        RESULT OF RECALL ELECTION**

29 If a majority of the votes cast in the election are negative for recall, then the election shall not  
30 result in recall and the officer may finish his or her term of office as if no petition had been filed.  
31 If a majority of the votes cast in the election are affirmative for recall, then the election shall result  
32 in recall and a vacancy shall be declared in that office and the unexpired term shall be filled by the  
33 City Council.

#### 35 **SECTION 6.10        RESTRICTIONS ON RECALL**

37 No recall petition shall be filed against any officer of the City within six (6) months after the  
38 officer’s election, or within six (6) months of the end of the elected officer’s term.

#### 40 **SECTION 6.11        GENERAL POWER OF INITIATIVE AND REFERENDUM**

1  
2 The registered voters of the City, in addition to the method of legislation herein before provided,  
3 shall have the power of direct legislation by initiative and referendum.  
4

5 A. Initiative: Such power shall not extend to any ordinance not subject to initiative as provided  
6 by state law.  
7

8 B. Referendum: Such power shall not extend to any ordinance not subject to initiative as  
9 provided by state law.  
10

#### 11 **SECTION 6.12 INITIATIVE**

12  
13 Registered voters of the City may initiate legislation by submitting a petition addressed to the City  
14 Council that requests the submission of a proposed ordinance to a vote of the registered voters of  
15 the City. Said petition must be signed by twenty percent (20%) of the voters registered to vote in  
16 the previous City's general election and each copy of the petition shall have attached to it a copy  
17 of the proposed ordinance. The petition shall be signed in the same manner as recall petitions are  
18 signed, as provided in this Article, and shall be verified by oath in the manner and form provided  
19 for recall petitions in this Article. The petition may consist of one (1) or more copies as permitted  
20 for recall petitions. The petition shall be filed with the City Secretary. Within forty-five (45)  
21 business days after the filing of such petition, the City Secretary shall verify the signatures on the  
22 petition and, if the petition is determined to be legally sufficient, present said petition and proposed  
23 ordinance to the City Council. Upon presentation to the City Council, it shall become the duty of  
24 the City Council, at the first regularly scheduled City Council meeting after the receipt thereof, to  
25 pass and adopt such ordinance without alteration as to meaning or effect in the opinion of the  
26 persons filing the petition, or to call a special election, to be held on the first uniform election date  
27 authorized by state law, at which the registered voters of the City shall vote on the question of  
28 adopting or rejecting the proposed ordinance.  
29

#### 30 **SECTION 6.13 REFERENDUM**

31  
32 Registered voters of the City may require that any ordinance passed by the City Council and subject  
33 to the initiative process under this Charter be submitted to the voters of the City for approval or  
34 disapproval, by submitting a petition for this purpose within sixty (60) days after final passage of  
35 said ordinance. Said petition must be signed by twenty percent (20%) of the voters registered to  
36 vote in the previous City's general election and each copy of the petition shall have attached to it  
37 a copy of the proposed ordinance to be referred. Said petition shall be addressed, signed and  
38 verified as required for recall petitions in this Article and shall be submitted to the City Secretary.  
39 Within forty-five (45) business days after the filing of such petition, the City Secretary shall verify  
40 the signatures on the petition and, if the petition is determined to be legally sufficient, present said

petition to the City Council. Thereupon the City Council shall immediately reconsider such ordinance and, if the City Council does not entirely repeal the same, shall submit it to popular vote on the next authorized uniform election date. Pending the holding of such election, each ordinance shall be suspended from taking effect and shall not later take effect unless a majority of the registered voters voting thereon at such election shall vote in favor thereof. If a majority of the registered voters voting on any proposed ordinance shall vote in favor thereof, it shall thereupon or at any time fixed therein, become effective as a law.

#### **SECTION 6.14 FORM OF BALLOTS**

The ballots used when voting upon such proposed and referred ordinance shall set forth their nature sufficiently to identify them and shall also set forth upon separate lines the words: "For the Ordinance" or "Against the Ordinance".

#### **SECTION 6.15 INCONSISTENT ORDINANCES**

If the provisions of two (2) or more proposed ordinances approved at the same election are inconsistent, the ordinance receiving the highest number of votes shall prevail. Should the vote on the inconsistent ordinances result in a tie then both ordinances shall fail.

#### **SECTION 6.16 ORDINANCES PASSED BY POPULAR VOTE, REPEAL OR AMENDMENT**

No ordinance adopted by election under the provisions of this Article may be repealed or amended for a period of two (2) years from the date of adoption except by the City Council in response to a referendum or initiative petition as provided in this Article. Upon the expiration of two (2) years from the date of adoption, the City Council may amend or repeal any such ordinance upon a three-quarters vote of the full City Council. For purposes of calculating the two-year period herein, "date of adoption" shall mean the date of the election.

### **ARTICLE VII GENERAL PROVISIONS**

#### **SECTION 7.01 SEVERABILITY**

If any section or part of this Charter is held invalid by a court of competent jurisdiction, such holding shall not invalidate or impair the validity, force or effect of any other section or part of this Charter.

1  
2 **SECTION 7.02 WORDING INTERPRETATION**

3  
4 All singular words shall include the plural and all plural words shall include the singular. All  
5 references to the state law or laws of the State of Texas, however expressed in this Charter, shall  
6 mean "as presently enacted or as may be amended or superseded." The use of the word "City" in  
7 this Charter shall mean the City of Wolfforth, Texas, and the use of the word "Charter" shall mean  
8 this Home Rule Charter.  
9

10 **ARTICLE VIII**  
11 **LEGAL PROVISIONS**

12  
13 **SECTION 8.01 SERVICE OF PROCESS AGAINST THE CITY**

14  
15 All legal process against the City shall be served upon either the City Secretary or the City  
16 Manager.  
17

18 **SECTION 8.02 PENDING MATTERS**

19  
20 All rights, claims, actions, orders, contracts and legal or administrative proceedings shall continue  
21 except as modified pursuant to the provisions of this Charter, and in each case shall be maintained,  
22 carried on or dealt with by the City department, office or agency appropriate under this Charter.  
23

24 **SECTION 8.03 PROPERTY NOT EXEMPT FROM SPECIAL ASSESSMENTS**

25  
26 No property of any kind, by whomsoever owned or held or by whatsoever institution, agency,  
27 political subdivision or organization, owned or held, whether in trust or by non-profit organization,  
28 or corporation, or by foundation, or otherwise, except property of the City, shall be exempt in any  
29 way from any of the special taxes, charges, levies and assessments, authorized or permitted by this  
30 Charter for local improvements for the public welfare.  
31

32 **SECTION 8.04 DISASTER CLAUSE**

33  
34 In case of disaster when a legal quorum of the City Council cannot otherwise be assembled due to  
35 multiple deaths or injuries, the surviving members of City Council, or if no member of City  
36 Council remains, the following surviving City officials: the chair of the Planning and Zoning  
37 Commission, the chair of the Economic Development Corporation, the chair of the zoning board  
38 of adjustment, the municipal judge, the alternate municipal judge(s), and the city attorney; shall  
39 within 24 hours of such disaster appoint a number of qualified residents equal to the number  
40 necessary to make a quorum to act during the emergency as the City Council. If for good reasons

1 it is known a quorum of the elected City Council will never again meet, the newly appointed City  
2 Council shall, within 15 days of their appointment, call a City election to be held as soon as  
3 authorized under law for election to the vacant offices. If it is determined that a quorum of the  
4 elected City Council will meet again, the newly appointed Council Members shall serve in their  
5 position until such time as the previous Council Members may again begin serving.

6  
7 **SECTION 8.05 NO WAIVER OF IMMUNITY**

8  
9 Nothing in this Charter is intended to waive the City's governmental immunity from suit and/or  
10 damages.

11  
12 **SECTION 8.06 EXTENSIONS OF DECLARATIONS OF DISASTER**

13  
14 The City shall comply with all state laws regarding declarations of disaster. In addition to the  
15 requirements of state law, the City Council shall, after the original declaration of a disaster, meet  
16 no less than every thirty (30) days to review the circumstances and reasons for the declaration and  
17 shall, in order to extend any disaster declaration, vote at such meeting to extend the disaster  
18 declaration. No vote extending the disaster declaration shall be effective unless adopted by a 3/4  
19 majority of the entire City Council. Should City Council fail to hold such vote or should the vote  
20 on the extension fail to meet the 3/4 vote threshold, the declaration of disaster shall expire thirty  
21 days from the later of the expiration of (1) the original declaration or (2) the last previously  
22 approved extension.

23  
24  
25 **ARTICLE IX**  
26 **TRANSITIONAL PROVISIONS**

27  
28 **SECTION 9.01 EFFECTIVE DATE**

29  
30 This Charter or any amendments hereto shall take effect immediately following adoption by the  
31 voters, as prescribed by state law.

32  
33 **SECTION 9.02 CONTINUATION OF ELECTIVE OFFICES**

34  
35 Upon adoption of this Charter, the present people filling elective offices on the City Council will  
36 continue to fill those offices for the terms for which they were elected. Persons who, on the date  
37 this Charter is adopted, are filling appointive positions with the City which are retained under this  
38 Charter, may continue to fill these positions for the term for which they were appointed, unless  
39 removed by the City Council or by other means provided in this Charter.

**SECTION 9.03       CONTINUATION OF OPERATION**

All City ordinances, bonds, resolutions, rules and regulations in force on the effective date of this Charter shall remain in force until altered, amended or repealed by the City Council, and all rights of the City under existing franchises and contracts are preserved in full force and effect.