

**WOLFFORTH CITY COUNCIL SPECIAL
AGENDA July 10, 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 – Mayor Addington

Pledge of Allegiance – Council Member Hutcheson

Roll Call and Establish a Quorum

Safety Review

Public Comment

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

Consent Agenda

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

- 1. Consider and take appropriate action on minutes from June 5, 2023**
- 2. Consider and take appropriate action on expenditure of municipal court technology fund revenue for laptop computers**
- 3. Consider and take appropriate action on contract with Kimley Horn for landscape and construction documents for monument design to be placed at US 62 frontage road and 82nd**

Street, a project of the Wolfforth Economic Development Corporation.

- 4. Consider and take appropriate action on contract with David Pettit Economic Development, LLC for professional TIRZ development services.**
- 5. Consider and take appropriate action on proposal from OJD for engineering and survey services for Loop 88 East water and Ironhorse well piping.**
- 6. Consider and take appropriate action on proposal from OJD for engineering and survey services for Loop 88 North taking point piping and associated work**
- 7. Consider and take appropriate action on proposal from OJD for engineering and surveying services for proposed Lubbock North Connection.**
- 8. Consider and take appropriate action on execution of contract with UCA for construction of Loop 88 East water connection and Ironhorse well.**
- 9. Consider and take appropriate action on execution of contract with UCA for 12-inch water distribution loop line construction.**
- 10. Consider and take appropriate action on proposal from PSI Technologies for Monoclor Residual Control System**

Items for Individual Consideration

- 11. Consider and take appropriate action on report from Kimley Horn pertaining to Elevated Storage Tank Project**
- 12. Consider and take appropriate action on presentation from Newgen Strategies pertaining to the possible implementation of Impact Fees.**
- 13. Consider and take appropriate action on report and presentation from Water Conservation Committee**
- 14. Consider and take appropriate action on follow up report and recommendation from staff regarding Police Department salaries.**
- 15. Council Requests for Future Agenda Items**
- 16. Adjourn**

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

(Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development). Executive sessions are closed to the public as provided in the Chapter 551 of the Texas Government Code. Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

“I, the undersigned authority do hereby certify that the Notice of Meeting was posted at City Hall of the City of Wolfforth, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: July 7, 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

**MINUTES OF A REGULAR MEETING
CITY COUNCIL OF WOLFFORTH, TEXAS
302 Main Street, WOLFFORTH, TX
Monday, June 5, 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, EDC Director Danielle Sweat, Development Director Tara Tomlinson, Library Director Kim Brantley

OTHERS PRESENT BY TEAMS: City Attorney Raika Rowe

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

1. Pubic Comments
 - a. Request for real-time water usage data to help customers monitor their water usage
2. Motion by Council member Cooper, second by Council member Hutcheson to approve the Consent Agenda. Motion carried unanimously.
 1. Consider and take appropriate action on minutes from May 15, 2023 and May 18, 2023
3. City Manager Randy Criswell introduced Tara Tomlinson as the new Director of Development Services
4. Motion by Council member Brashier, second by Council member McDonald to approve Ordinance 2023-012.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH SUSPENDING THROUGH SEPTEMBER 30, 2023 FOR THE FRENSHIP INDEPENDENT SCHOOL DISTRICT THE WATER RATE INCREASE ADOPTED ON MAY 15, 2023; PROVIDING A SEVERABILITY

CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Motion carried unanimously.

5. Motion by Council member Hutcheson, second by Council member McDonald to approve the proposal from SitePro for SCADA systems up to \$96,000. Motion carried 4-0 with Council Member Stout abstaining.
6. Motion by Council member Hutcheson, second by Council member McDonald to approve Ordinance 2023-013 with the addition to allow daily watering up to 30 days for new growth in Stages 1 and 2.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE CITY OF WOLFFORTH CODE OF ORDINANCES BY AMENDING ARTICLE 13.03 DROUGHT CONTINGENCIES AND WATER CONSERVATION PLAN; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE

Motion carried unanimously.

7. Motion by Council member McDonald, second by Council member Cooper to approve Ordinance 2023-014.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING ARTICLE 1.05: LIBRARY; AMENDING THE CREATION, MEMBERSHIP AND POWERS OF THE WOLFFORTH PUBLIC LIBRARY BOARD; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING AN EFFECTIVE DATE AND PROVIDING FOR RELATED MATTERS.

Motion carried unanimously.

8. Motion by Council member McDonald, second by Council member Cooper to appoint the following to a 2 year term on the Library Advisory Board: Debbie Perkey, Jenna Athanasiou and Stephanie Speed. Motion carried unanimously.
9. Motion by Council member Cooper, second by Council member McDonald to appoint the following to a 1 year term on the Library Advisory Board: Leslie Demma and Linda Dunn. Motion carried unanimously.
10. Motion by Council member McDonald, second by Council member Cooper to approve the following dates for upcoming Council meetings:

July 10, July 17, July 31, August 7, August 14, August 21

Motion carried unanimously.

11. The Wolfforth City Council convened into Executive Session at 6:45pm on June 5, 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) Billboard Permit Moratorium
- 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.

12. The Wolfforth City Council reconvened into Regular Session at 7:25 pm on June 5, 2023. There was no action resulting from Executive Session.

13. With no other business to come before the Council, motion was made by Council member Hutcheson, second by Council member McDonald to adjourn the meeting. Motion carried unanimously and the meeting was adjourned at 7:35pm.

PASSED AND APPROVED THIS THE 10th DAY OF JULY, 2023.

Charles Addington, II, Mayor

ATTEST:

Terri Robinette, City Secretary

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on expenditure of Court Technology Funds for the purchase of laptop computers

INITIATOR/STAFF INFORMATION SOURCE

Terri Robinette, City Secretary

BACKGROUND

Court Technology funds are special funds assessed and collected from the defendants in municipal court upon conviction. These funds are restricted by the Local Government Code to only be used for the purchase of maintenance or technology enhancements for a municipal court including the following: computer systems, computer networks, computer hardware, computer software, imaging systems, electronic kiosk, electronic ticket writers, and docket management systems.

The police department needs to purchase three new laptop computers for use in new patrol units. These computers are used to prepare reports and write tickets to be sent to the municipal court. Staff feels that these expenses can be allocated to the Court Technology Fund. There is currently a balance of \$16,617.34 in this fund.

EXHIBITS

Quote

COUNCIL ACTION/STAFF RECOMMENDATION

Staff recommends approval of the expenditure of \$9600 for the purchase of laptops using Court Technology Funds



BAZAR SOLUTIONS

TECHNOLOGY SIMPLIFIED

5280 34th Street
Lubbock TX 79407

Phone: 806-853-7757
Fax: 484-737-3698

Q U O T E

Number BAZQ5819

Date Mar 30, 2023

Sold To

City of Wolfforth

Rick Scott
302 Main St
Wolfforth, TX 79382
United States
Phone 806-855-4160
Fax

Ship To

City of Wolfforth

Rick Scott
302 Main St
Wolfforth, TX 79382
United States
Phone 806-855-4160
Fax

Salesperson	P.O. Number	Ship Via	Terms
Jake Mitchell		N/A	Due Upon Receipt

Qty	Description	Unit Price	Ext. Price
3	Panasonic Toughbook 55 - Core i5-1145G7 - 16 GB RAM - 512 GB SSD - Windows 10 Pro - LTE	\$3,199.95	\$9,599.85

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. SOME ITEMS SUBJECT TO 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. ALL INVOICES ARE DUE UPON RECEIPT OF INVOICE UNLESS OTHERWISE NOTED. INVOICES PAST 21 DAYS ARE SUBJECT TO LATE PAYMENT FEES OF \$25. INVOICES OVER 30 DAYS ARE SUBJECT TO 10% INTEREST.

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on contract with Kimley Horn for landscape and construction documents for monument design to be placed at US 62 frontage road and 82nd street.

INITIATOR/STAFF INFORMATION SOURCE

Danielle Sweat, Economic Development Director

BACKGROUND

The Economic Development Corporation intends to fund a monument sign and landscaping on US 62 frontage road and 82nd street. Kimley Horn would be providing the landscape and construction documentation as well and the coordination and design management of the monument.

EXHIBITS

Project Order 05-2023

INDIVIDUAL PROJECT ORDER NUMBER 05-2023

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

Identification of Project:

Project Name: City of Wolfforth Monument Signage Landscape
Project Number: 05-2023

Project Understanding

It is understood that the City of Wolfforth intends to build a monument sign on the approximately 1 acre tract of land located at the northeast corner of U.S. 62 Frontage Road and 82nd Street in Wolfforth, Texas. It is understood that the City of Wolfforth intends to add landscaping around the monument sign. The monument sign will be conceptually designed and coordinated by KH.

Specific Scope of Basic Services:

Task 1 – Topographic Survey

KH will prepare a topographic survey for the approximate 1-acre site to be used for site planning and design purposes. The topographic survey is to be used in-house and will not be issued as a stand-alone survey document. The survey will consist of: Elevations around the immediate perimeter of the site; Contour lines representing the surface of the existing ground at one foot intervals based on a survey grid system and tied to existing control points; Observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, and franchised utility facility appurtenances; Texas 811 markings of subsurface utilities that are in place at the time our field work is being done; and one benchmark established with the survey. TBPELS Firm Numbers: Dallas: 10115500; Frisco: 10193822; Fort Worth: 10194040; San Antonio: 10193973; Austin: 10194624; Celina: 10194503

Task 2 – Traffic Control Plan

KH will provide a one-page traffic control plan utilizing applicable TxDOT traffic control notes and TxDOT standard details. KH will coordinate with TxDOT on the approval of the Traffic Control Plan. Traffic control sequencing, a detailed narrative and location specific design shall be considered additional services.

Task 3 – Landscape and Hardscape Construction Documents

Based on the approved Schematic Design plans, KH will prepare Landscape and Hardscape Construction Documents consisting of the following:

Hardscape Plans: Showing proposed hardscape.

Hardscape Dimension Control Plans: Showing the dimensional layout of elements noted in the Hardscape Plans.

Hardscape Details: Showing hardscape elements explicitly included in the Schematic Design, consisting of details, sections, and elevation views. Certain submittals, shop drawings, samples, cut sheets and mockups will be listed for approval by Landscape Architect.

Signage Concept and Details: Showing conceptual design intent per direction from City of Wolfforth. Size, scale, and placement will be accurately displayed in Construction Documents.

Planting Plans: Showing plant species, sizes, and location with associated details and specifications for all plant material.

Landscape Grading and Drainage Plans: Showing fine grading spot elevations within development impact areas only. Retaining walls needed to accomplish the grading will be shown with proposed top and bottom of wall elevations in a “wall zone”.

Landscape Drainage Details (If Applicable): Showing specified drainage inlet details for landscape areas in relation to proposed hardscape and landscape improvements.

The Construction Drawing submittal is to be the overall document set. This task includes one (1) Issue for Construction. Any revisions after Issue for Construction will be considered an additional service.

Task 4 – Construction Phase Services

Clarifications and Interpretations: KH will respond to reasonable and appropriate Contractor requests for information and issue clarifications and interpretations of the Contract Documents to Client. Any authorization of variations from the Contract Documents will be made by Client.

Review and Response to Submittals: KH will review and approve or take other appropriate action with respect to Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents.

Site Visits: KH will visit the site to observe construction of improvements designed by KH. Visits will only occur with approval from the City of Wolfforth. Observations will not be exhaustive or extend to every aspect of Contractor's work in progress. KH shall not, during such visits, or as a result of such observations supervise, direct, control, influence, or have responsibility over Contractor's work. KH neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents or permits.

Punch List Walk: At the request of the Client or Contractor, KH will perform one initial punch list walk for the entire site with the Client and Contractor to review the completion of the Contractor's work. KH will provide an electronic PDF plan set with review comments noted from punch list walk. Upon notification by the Contractor that all items have been completed, KH will perform a final punch list walk with the Client and Contractor to verify the Contractor's work.

Task 5 – Project Coordination and Design Management

KH will serve as the lead design consultant and project design team manager.

Coordination and Design Management will consist of the following tasks:

- a) Review of the Survey and Coordination of Signage design work
- b) Assignment of design team responsibilities
- c) Perform initial due diligence to determine utility services and City Requirements
- d) Review development and design requirements applicable to the project.
- e) Direct the Consultant's design team during the design phase.
- f) Communicate with the City's Project Manager as needed, including informal submittals to facilitate design decisions during the project.
- g) Attend design review meetings during the design phase of the project with the City's representatives.

Schedule:

- Project to begin upon receipt of signed IPO 05-2023. We will provide our services as expeditiously as practicable. Each deliverable is to be completed by the date mutually agreed upon by the Client and the Consultant.

Additional Services:

- 3D Renderings

Deliverables:

Kimley-Horn will deliver in a timely manner the results of services authorized as a part of this IPO. Deliverables will be as required.

Terms of compensation:

The work will be completed as listed below.

Hourly (Not to Exceed)

1. Topographic Survey	\$3,500
2. Traffic Control Plan	\$3,200
3. Landscape and Hardscape Construction Documents	\$21,400
4. Construction Phase Services	\$5,500
5. Coordination and Design Management	\$4,500
PROJECT TOTAL	\$38,100

KH will perform the Services in Tasks 1 through 5 and additional services on a labor fee plus expense basis. Labor fee will be billed on an hourly basis per our then current rate schedule, which is subject to annual adjustment.


Other special terms of Individual Project Order:
None.

ACCEPTED:

CITY OF WOLFFORTH

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Nicholas Holscher, P.E. (TX)

TITLE: _____

TITLE: Assistant Secretary

DATE: _____

DATE: 06/20/2023

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on a contract with David Pettit Economic Development, LLC.

INITIATOR/STAFF INFORMATION SOURCE

Danielle Sweat, Economic Development Director

BACKGROUND

The City of Wolfforth TIRZ board is interested in professional services to assist in the implementation of the TIRZ, as well as potentially amending the TIRZ and the associated Project and Financing Plan. DPED has had significant experience in establishing and amending TIRZ districts, negotiating reimbursement agreements, and administering the daily operations of a TIRZ including requirements per state statute.

EXHIBITS

Professional service proposal

June 14, 2023

Randy Criswell
City Manager
City of Wolfforth, Texas
302 Main St #2940
Wolfforth, TX 79382

RE: Professional Services Proposal

Dear Mr. Criswell:

David Pettit Economic Development, LLC ("DPED") is pleased to provide this proposal for economic development professional services relating to the implementation of Tax Increment Reinvestment Zone #1 ("TIRZ") in the City of Wolfforth, Texas ("TIRZ Implementation") and the potential amendment of the TIRZ ("TIRZ Amendment").

The Scope

It is our understanding that the City of Wolfforth is interested in professional services to assist in the implementation of the TIRZ, as well as potentially amending the TIRZ and the associated Project and Financing Plan. DPED has had significant experience in establishing and amending TIRZ districts, negotiating reimbursement agreements, and administering the daily operations of a TIRZ including requirements per state statute.

The Team

We propose working in a team organized as follows:

- You will be our point of contact and will provide overall direction to our team. You may also include other members of City staff with which we will meet regularly to review our progress and to get input and direction on our work.
- At this time, we do not anticipate the need for any additional consultants, however we have consultants available to assist with any PID related items if so needed.

Key Staff

David Pettit, Principal, would manage the project. Key staff from DPED working on the project would be:

- Natalie Moore, Project Manager

TIRZ Statutory Requirements

Chapter 311 of the Texas Tax Code outlines the various procedures for creating or amending a TIRZ. The amendment to the TIRZ ordinance is approved by the governing body of the municipality and establishes five key elements, including:

- Boundary;
- Term;
- TIRZ Board;
- City Participation; and
- Preliminary Amended Project and Financing Plan.

Before adopting an ordinance designating the amended reinvestment zone, the governing body of the municipality must hold a public hearing on the amendment of the zone and publish notice of the hearing not

later than the seventh day before the public hearing. A final Amended Project and Financing Plan is subsequently approved by the TIRZ Board and then by the governing body of the municipality.

TIRZ Implementation Scope of Services

DPED would assist in evaluating individual TIRZ reimbursement requests and negotiating and structuring potential TIRZ Development Agreements, which would include but not be limited to market data collections, cash flow proforma and gap analysis, and best practice approaches used in the economic development marketplace. The end goal is to provide City staff and leadership with guidance and data that would assist with the execution and implementation of the Project and Financing Plan.

TIRZ Amendment Scope of Services

Based on our conversations and our experience on previous projects, we propose the following scope of services for a proposed amendment of the TIRZ. Our proposed scope of services is divided into separate tasks, each providing a description of the work to be performed and the key products resulting from the task.

Task 1

District Review

Our first step would be to collect and analyze available information within the existing and any potential expanded TIRZ boundaries. This includes reviewing available development data; existing planning documents such as the comprehensive plan, land use plan, thoroughfare plan; physical information such as existing zoning and land use, existing and planned infrastructure, and topography; and property data such as ownership and tax values.

Task 2

Data Collection and Analysis

Based upon the TIRZ boundaries proposed by the City, DPED would utilize a geographic information system (GIS) database to establish the existing values for land and improvements, ownership data, and current land use information. This will provide the baseline data for the analysis. Key products of this task would include TIRZ parcel data and accompanying maps in digital formats.

Task 3

Taxable Value Analysis

A taxable value review of similar developments would be conducted to establish conservative assumptions of future taxable value for development in the zone. DPED would work with City staff to develop projections for future land uses, and timing of proposed developments. This task will be the basis for developing a spreadsheet model of potential TIRZ increments, given a reasonable range of development assumptions and taxable values. Key products of this task would include a spreadsheet model with projections based upon the historical taxable value review, development projections and reasonable timing expectations.

Task 4

Develop Amended TIRZ Cash Flow Model

Based on the anticipated land uses and projections, DPED would develop a draft financing cash flow model (and supporting spreadsheets) for a various time periods. This model will allow the City, consultants and others to underwrite the proposed developments and test various scenarios for the eventual financing plan. Key products of this task would include excel spreadsheets of the Amended TIRZ Cash Flow Models with growth and development assumptions.

Task 5

Prepare an Amended Project and Financing Plan

DPED will develop the Finance Plan, Project Plan, and Detailed Description of the TIRZ, and other exhibits required for local government review and approval per the state legislative requirements. This work includes the written, graphic, and PowerPoint materials and exhibits, as well as support of the process. Backup materials such as spreadsheets and databases will also be products that support the plans. Key products would include an Amended TIRZ Project and Financing Plan comprised of a legal

description of the zone, proposed TIRZ projects, estimated project costs, term of the zone and a tax increment analysis.

Task 6

TIRZ Documentation Support

DPED will provide assistance with drafting necessary documents for amending the TIRZ plan including: 1) public hearing notices; 2) resolutions; 3) amendment ordinances; and 4) amended participation agreements. This can be a time-consuming process for City staff, however DPED's extensive experience in drafting these documents should help streamline the preparation of materials necessary for City Council consideration.

Fee for Services

TIRZ Implementation Services

Our fee for TIRZ Implementation services would be charged on an hourly basis, per the rates in the proposal, and would be charged monthly. Reimbursable expenses would be charged to include out-of-pocket expenses incurred in the interest of the projects at actual costs.

TIRZ Amendment Services

Our fee for TIRZ Amendment services would be a lump sum fee of \$40,000. The TIRZ amendment assignment would be initiated through separate written authorization by City. Fees would be charged monthly, subject to on-going progress on the work effort.

Term of Agreement

It is anticipated that the services covered in the proposal will be completed within twelve (12) months of the date services begin. This Agreement will terminate upon the earlier of completion of services or twelve (12) months from the date of this Agreement. Additionally, Client may terminate this Agreement for any reason upon thirty (30) days written notice to DPED and DPED will cease any and all work upon receipt of such notice, unless otherwise directed in the notice. In the event of a termination as described above, Client shall be responsible for the payment of the fees and expenses incurred by DPED pursuant to this agreement through the date of such termination.

Changes of Scope and Additional Services

Minor additions to our scope will be treated as Additional Services. Work on Additional Services will not begin until authorized in writing by the Client.

Additional Services and Rates for Hourly Services

Additional Services shall be billed on an hourly not to exceed basis unless a fixed fee or other method of compensation is mutually agreed upon. Our current hourly rates are:

<u>Classification</u>	<u>Hourly Billing Rate</u>
David Pettit	\$325.00
Project Manager	\$250.00
Project Specialist	\$120.00
Planning Intern	\$100.00
Administrative	\$80.00

These rates apply for the current calendar year and are subject to revision on January 1, when they may be revised to reflect changes in staff salaries over the preceding year.

Reimbursables

We propose to be reimbursed for out-of-pocket expenses incurred in the interest of the project at our actual cost. Reimbursable expenses include: our direct consultants and their expenses (to be reimbursed, all consultants and their bids must be approved in writing, in advance by the client); reproduction; long distance communication;

document printing and delivery; document graphics and binding; delivery, postage and handling; travel time; special materials; photography; etc. (Reasonable backup will be available upon request.)

Invoices and Payments

Payment for services rendered is due within thirty (30) days of Client's next monthly billing cycle following receipt of invoice. In the event any invoices remain unpaid 45 days after the invoice date, we suspend work until we have been paid in full all amounts due for services and expenses. Amounts unpaid for more than 30 days after the due date may accrue interest at 10% per annum.

Suspension and Termination

If the project is suspended or abandoned, DPED will be compensated for all services billed prior to receipt of written notice by the Client. Services that are not billed or completed between billing periods and receipt of written notice will be reimbursed at DPED's standard hourly rates.

If the scope or schedule of the project should change beyond that to be reasonably expected due to the program changes, schedule or other reason, at their option, DPED may re-negotiate the aforementioned fees and scope of work. Any renegotiation of scope or fee will be in writing and subject to the signing of both parties.

Certifications

Guarantees and Warranties: We will not be required to execute any document that would result in our certifying, guaranteeing or warranting the existence of conditions whose existence we cannot ascertain.

Authorization to Proceed

Thank you again for this opportunity to work with you. Your signature below and the return of one copy to us for our file will confirm your approval and authorize us to proceed.

Insurance

DPED will provide proof of professional liability insurance (including errors and omissions) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and excess/umbrella liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate to client. Additionally, DPED shall carry the following insurance coverages:

(a) Worker's compensation insurance at the statutory limits and employer's liability insurance, with minimum limits of \$1,000,000.00/\$1,000,000.00/\$1,000,000.00; and

(b) Comprehensive general liability insurance, with minimum limits of \$1,000,000.00 each occurrence and \$4,000,000.00 in aggregate; and

(c) Comprehensive automobile liability insurance, with minimum limits of \$1,000,000.00 combined single limit each occurrence; and

DPED has previously provided, or concurrently with the execution of this agreement is providing, to Client a certificate of insurance issued to Client evidencing the foregoing insurance coverages and evidencing that Client and Client's lender, if any, are additional insured parties with respect to the insurance policies referred to in the foregoing subparagraphs (b) and (c).

Notices

Any notice required or permitted to be given to either party shall be deemed to be received by such party (a) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (b) one (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery, or (c) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (d) on the next business day after transmission by telecopy provided that a confirmation copy is concurrently deposited

in United States Certified or Registered Mail, Return Receipt Requested, in any case addressed to the parties at the following addresses:

If to Client:

City of Wolfforth
302 Main St #2940
Wolfforth, TX 79382
Attention: Randy Criswell, City Manager
Email: rcriswell@wolfforthtx.us

If to DPED:

David Pettit Economic Development, LLC.
306 West Seventh Street, Suite 602
Ft. Worth, TX 76102
Attention: David Pettit
Email: dpettit@dpedllc.com

or to the parties at such other addresses or telecopy numbers as they may designate by notice to the other party as herein provided.

SUMMARY

I hope this accurately outlines the professional services you anticipated. If you have any questions or concerns please do not hesitate to contact me at 817.439.9421.

Thank you for considering David Pettit Economic Development, LLC.

Sincerely,



David Pettit
Managing Member

If this agreement meets with your approval, please sign and return one executed copy to our office as notice to proceed.

AGREED TO AND ACCEPTED BY:

City of Wolfforth, Texas

By: _____

Date: _____

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on proposal from OJD for Engineering and Surveying services for Loop 88 East water and Ironhorse well piping systems

INITIATOR/STAFF INFORMATION SOURCE

Randy Criswell, City Manager

BACKGROUND

We have received a proposal from OJD for engineering and surveying services for the following project:

- Install necessary pipelines and roadway bores for Loop 88 East point of connection
- Install well collection piping to connect Ironhorse well

The proposal is for a total cost of \$100,000, broken down into Surveying (\$25,000), Design (\$50,000) and Construction (\$25,000) phase services. To keep these projects moving as quickly as possible, OJD has performed some of this work prior to having an agreement, which staff is greatly appreciative of. We simply need to formalize the agreement now.

EXHIBITS

Proposal from OJD

COUNCIL ACTION/STAFF RECOMMENDATION

Staff recommends approval and execution of the proposal as presented.



June 28, 2023

Randy Criswell, City Manager
City of Wolfforth
P.O. Box 36
Wolfforth, TX 79382

Re: Engineering & Surveying Services Proposal for Loop 88 Water Connection East
Wolfforth, Texas

Dear Mr. Criswell:

This engineering and surveying proposal is for the Loop 88 water connection. The proposed total cost is as follows:

1. Engineering Surveying Services:

Scope of Work:

This project consists of the design and surveying required to install well collection line for Loop 88 Water and the Iron Horse water well. Services include evaluation of the existing well collection system to determine the most cost effective practical locations for the proposed collection line. Provide land surveying services for land acquisition and topographic surveying services for design. Prepare design and construction package, project estimating and the preparation of bid packages.

The proposed total cost for the referenced project is as follows:

• Surveying Services:	\$25,000
Includes topographic survey for design purposes and construction staking.	
• Engineering Design Services:	\$50,000
Includes engineering design along with TCEQ submittal and approval.	
• Construction Engineering Services:	\$25,000
Includes construction management, inspection, testing management and review and approval of pay applications.	
Total:	\$100,000



OJD Engineering
The Benchmark

Any work beyond the scope of work shall be negotiated under a separate agreement or under the attached fee schedule.

If you have any questions concerning this proposal, please don't hesitate to contact me.

Sincerely,

Michael J. Adams, P.E.

Exec. Vice President - OJD Engineering, LLC

Engineering Firm #4393

Surveying Firm # 10090900

Accepted: _____

Date: _____

Wellington | Amarillo | Wolfforth

ph: 806.791.2300

328 E. HWY 62 No. 1 Wolfforth, TX 79382

fax: 806.791.2301

www.OJDEngineering.com



STANDARD FEE SCHEDULE
2023

Senior Principal	\$230/hr
Principal	\$200/hr
Senior Professional Engineer	\$160/hr
Professional Engineer	\$140/hr
Senior Registered Professional Land Surveyor	\$180/hr
Registered Professional Land Surveyor	\$130/hr
Engineer-in-Training	\$100/hr
Senior Engineering Technician/Designer	\$110/hr
Engineering Technician/Designer	\$80/hr
Surveyor-in-Training	\$95/hr
Survey party chief	\$100/hr
Senior CAD Technician	\$90/hr
CAD Technician	\$85/hr
Survey Technician	\$55/hr
3-Man field crew (Total Station/Level)	\$175/hr
2-Man field crew (Total Station/Level)	\$155/hr
Senior Admin. Staff	\$70/hr
Admin. Staff	\$55/hr
GPS receivers (min 2 units)	\$35/hr/unit
Meals	\$40/man/day
Lodging	\$125/man/day
Mileage	\$.65/mile
Copies(letter/legal size)	\$.35/sheet
11"X17" copies	\$.50/sheet

Billing rates may be adjusted by up to 5 percent annually (at the beginning of each calendar year) during the term of any agreements.

A multiplier of 1.15 will be applied to all direct reimbursable expenses.

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on proposal from OJD for Engineering and Surveying services for Loop 88 North taking point piping and associated work

INITIATOR/STAFF INFORMATION SOURCE

Randy Criswell, City Manager

BACKGROUND

We have received a proposal from OJD for engineering and surveying services for the following project:

- Necessary pipelines and associated improvements for the Loop 88 North point of connection

The proposal is for a total cost of \$250,000, broken down into Surveying (\$25,000), Design (\$175,000) and Construction (\$50,000) phase services. Remember, based on the Loop 88 water contract, we have time, and of course, the east connection isn't complete yet, but this north connection is somewhat more complicated than the east connection, and I recommend we get our engineer working on this now.

EXHIBITS

Proposal from OJD

COUNCIL ACTION/STAFF RECOMMENDATION

Staff recommends approval and execution of the proposal as presented.



June 28, 2023

Randy Criswell, City Manager
City of Wolfforth
P.O. Box 36
Wolfforth, TX 79382

Re: Engineering & Surveying Services Proposal for Loop 88 Water Connection North
Wolfforth, Texas

Dear Mr. Criswell:

This engineering and surveying proposal is for the Loop 88 water connection. The proposed total cost is as follows:

1. Engineering Surveying Services:

Scope of Work:

This project consists of the design and surveying required to install well collection line for Loop 88 Water well field. Services include evaluation of the existing well collection system to determine the most cost effective practical locations for the proposed collection line. Provide land surveying services for land acquisition and topographic surveying services for design. Prepare design and construction package, project estimating and the preparation of bid packages.

The proposed total cost for the referenced project is as follows:

• Surveying Services:	\$25,000
Includes topographic survey for design purposes and construction staking.	
• Engineering Design Services:	\$175,000
Includes engineering design along with TCEQ submittal and approval.	
• Construction Engineering Services:	\$50,000
Includes construction management, inspection, testing management and review and approval of pay applications.	
Total:	\$250,000



OJD Engineering
The Benchmark

Any work beyond the scope of work shall be negotiated under a separate agreement or under the attached fee schedule.

If you have any questions concerning this proposal, please don't hesitate to contact me.

Sincerely,

Michael J. Adams, P.E.

Exec. Vice President - OJD Engineering, LLC

Engineering Firm #4393

Surveying Firm # 10090900

Accepted: _____

Date: _____

Wellington | Amarillo | Wolfforth

ph: 806.791.2300

328 E. HWY 62 No. 1 Wolfforth, TX 79382

fax: 806.791.2301

www.OJDEngineering.com



**STANDARD FEE SCHEDULE
2023**

Senior Principal	\$230/hr
Principal	\$200/hr
Senior Professional Engineer	\$160/hr
Professional Engineer	\$140/hr
Senior Registered Professional Land Surveyor	\$180/hr
Registered Professional Land Surveyor	\$130/hr
Engineer-in-Training	\$100/hr
Senior Engineering Technician/Designer	\$110/hr
Engineering Technician/Designer	\$80/hr
Surveyor-in-Training	\$95/hr
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Senior CAD Technician	\$90/hr
CAD Technician	\$85/hr
Survey Technician	\$55/hr
3-Man field crew (Total Station/Level)	\$175/hr
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Lodging	\$125/man/day
Mileage	\$.65/mile
Copies(letter/legal size)	\$.35/sheet
11"X17" copies	\$.50/sheet

Billing rates may be adjusted by up to 5 percent annually (at the beginning of each calendar year) during the term of any agreements.

A multiplier of 1.15 will be applied to all direct reimbursable expenses.

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on proposal from OJD for Engineering and Surveying services for proposed Lubbock North connection

INITIATOR/STAFF INFORMATION SOURCE

Randy Criswell, City Manager

BACKGROUND

We have received a proposal from OJD for engineering and surveying services for the following project:

- Design and Surveying required to install the Lubbock North Connection.

The total cost for these services is \$150,000, broken down into Surveying (\$25,000), Design (\$75,000) and Construction (\$50,000) phase services. Per the contract with Lubbock, we have three more years to get this connection in place, so time is of the essence. This funding will come from previously issued Certificates of Obligation.

EXHIBITS

Proposal from OJD

COUNCIL ACTION/STAFF RECOMMENDATION

Staff recommends approval and execution of the proposal as presented.



June 28, 2023

Randy Criswell, City Manager
City of Wolfforth
P.O. Box 36
Wolfforth, TX 79382

Re: Engineering & Surveying Services Proposal for Lubbock Water Connection North
Wolfforth, Texas

Dear Mr. Criswell:

This engineering and surveying proposal is for the Lubbock water connection north. The proposed total cost is as follows:

1. Engineering Surveying Services:

Scope of Work:

This project consists of the design and surveying required to install Lubbock water connection. Services include evaluation of the existing distribution system to determine the most cost effective practical location for the connection. Provide land surveying services for land acquisition and topographic surveying services for design. Prepare design and construction package, project estimating and the preparation of bid packages.

The proposed total cost for the referenced project is as follows:

• Surveying Services:	\$25,000
Includes topographic survey for design purposes and construction staking.	
• Engineering Design Services:	\$75,000
Includes engineering design along with TCEQ submittal and approval.	
• Construction Engineering Services:	\$50,000
Includes construction management, inspection, testing management and review and approval of pay applications.	
Total:	\$150,000



OJD Engineering

The Benchmark

Any work beyond the scope of work shall be negotiated under a separate agreement or under the attached fee schedule.

If you have any questions concerning this proposal, please don't hesitate to contact me.

Sincerely,

Michael J. Adams, P.E.

Exec. Vice President - OJD Engineering, LLC

Engineering Firm #4393

Surveying Firm # 10090900

Accepted: _____

Date: _____

Wellington | Amarillo | Wolfforth

ph: 806.791.2300

328 E. HWY 62 No. 1 Wolfforth, TX 79382

fax: 806.791.2301

www.OJDEngineering.com



STANDARD FEE SCHEDULE
2023

Senior Principal	\$230/hr
Principal	\$200/hr
Senior Professional Engineer	\$160/hr
Professional Engineer	\$140/hr
Senior Registered Professional Land Surveyor	\$180/hr
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11"X17" copies	\$.50/sheet

Billing rates may be adjusted by up to 5 percent annually (at the beginning of each calendar year) during the term of any agreements.

A multiplier of 1.15 will be applied to all direct reimbursable expenses.

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on execution of contract with UCA for construction of pipelines for Loop 88 East water connection and Ironhorse well

INITIATOR/STAFF INFORMATION SOURCE

Randy Criswell, City Manager

BACKGROUND

The City Attorney has drafted a construction contract for the construction of the Loop 88 East and Ironhorse well connection piping. At the time of the preparation of this item, the contract is under review, and we anticipate having it ready for your approval prior to the meeting.

The contract is for a total of \$453,220.00. Funding will come from previously issued Certificates of Obligation.

EXHIBITS

Loop 88 East and Ironhorse well line drawing

COUNCIL ACTION/STAFF RECOMMENDATION

Staff recommends approval and execution of the contract as presented.



OJD Engineering, LP
Consulting Engineers & Surveyors
P.O. Box 543
Wellington, TX 79085
806-447-2503
2420 Lakeview Drive
Amarillo, TX 79109
806-352-7117
328 E. Hwy 62 Unit #1
Wolfforth, TX 79382
806-791-2300



**WOLFFORTH
WELL COLLECTION
WATERLINE**

12" WATERLINE
0+00 TO 48+47.57
4" WATERLINE
0+00 TO 4+03.00

Revisions	
No.	Date:

**FOR BIDDING
PURPOSES ONLY**

Project No.	18-LE0022	Sheet:
Date:	10/15/18	1
Drawn By:	MJA	
Checked By:	MJA	
Scale:	1" = 120'	

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on execution of contract with UCA for 12” water distribution loop line construction

INITIATOR/STAFF INFORMATION SOURCE

Randy Criswell, City Manager

BACKGROUND

The City Attorney has prepared a construction contract based on the design by OJD, for the construction of a 12” water distribution loop line. This is a project that you’ll recall was approved for construction by TCEQ in May of this year. The construction of this loop line (shown in the attached exhibit), will serve multiple purposes, but the most notable are:

- Connect the new proposed elevated storage tank with the existing tanks
- Provide additional pressure and flow capabilities to the southern portions of the system
- Provide additional redundancy within the water distribution system
- Improve fire flow capabilities

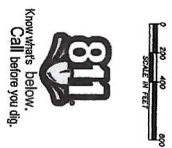
The price received from UCA is \$1,350,305. This funding will come from previously issued Water/Wastewater Certificates of Obligation.

EXHIBITS

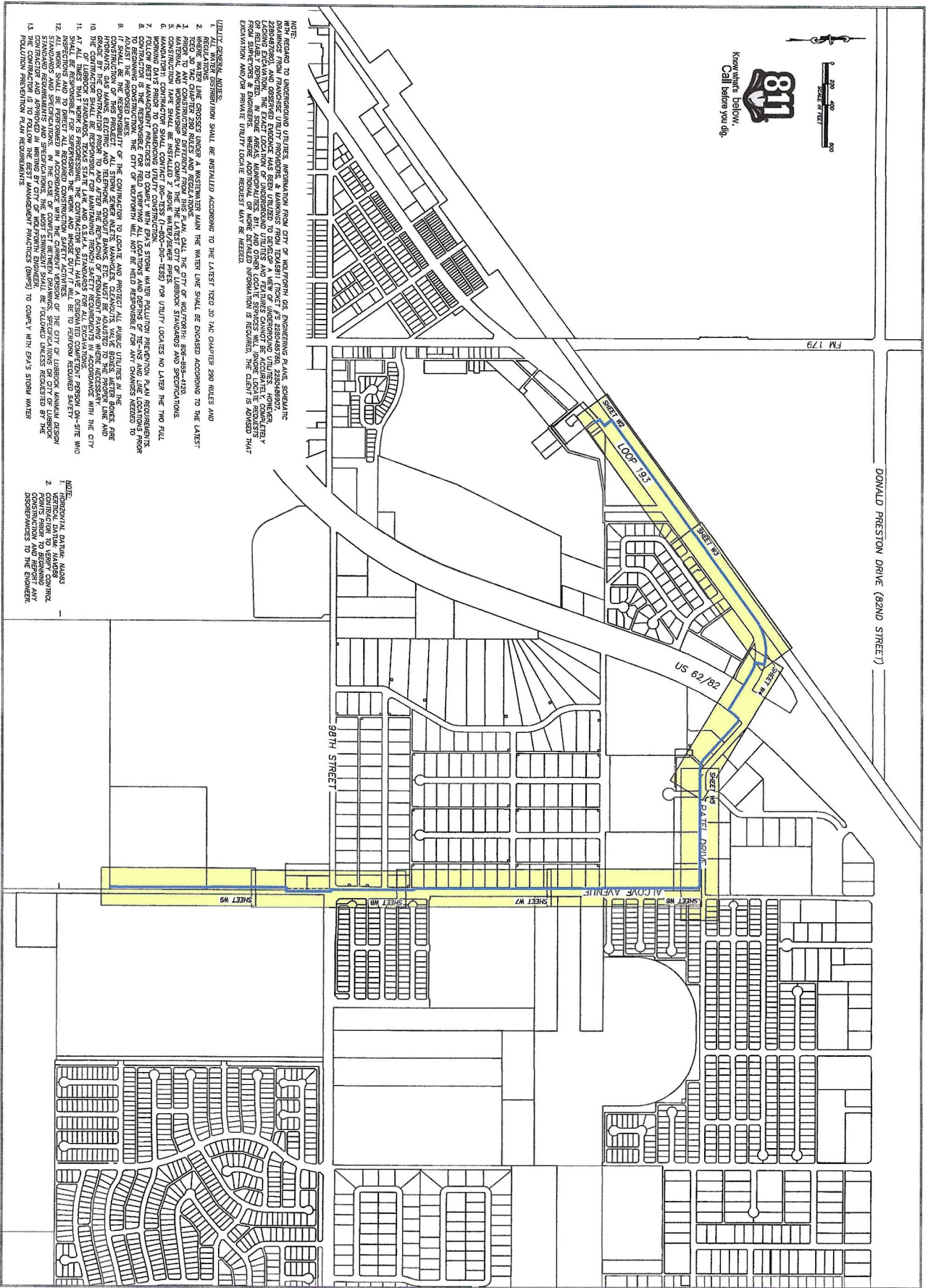
Drawing showing location of proposed 12” line

COUNCIL ACTION/STAFF RECOMMENDATION

Staff recommends approval and execution of the contract as presented.



DONALD PRESTON DRIVE (82ND STREET)



- NOTE: REGARDING TO UNDERGROUND UTILITIES, INFORMATION FROM CITY OF WATERTOWN GAS, ENGINEERING PLANS, SPECIFIC DRAWINGS FROM PLANNING DEPARTMENT, AND OBSERVED EVIDENCE HAS BEEN UTILIZED TO DETERMINE A VIEW OF UNDERGROUND UTILITIES. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF UTILITIES PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF WATERTOWN AND FROM PRIVATE UTILITY LOCATE REQUEST MAY BE NEEDED.
- UTILITY GENERAL NOTES:
1. ALL WATER DISTRIBUTION SHALL BE INSTALLED ACCORDING TO THE LATEST REE 30 TAC CHAPTER 200 RULES AND
 2. WHERE WATER LINE CROSSES UNDER A WASTEWATER MAIN THE WATER LINE SHALL BE CHICKED ACCORDING TO THE LATEST
 3. REE 30 TAC CHAPTER 200 RULES AND REGULATIONS.
 4. MATERIAL, AND WORKMANSHIP SHALL COMPLY THE LATEST CITY OF LUBBOCK STANDARDS AND SPECIFICATIONS.
 5. MANHOLE CONTRACT SHALL BE INSTALLED 2' ABOVE WATER/SEWER PRESS FOR UTILITY LOCATES NO LATER THE TWO FULL
 6. WORKING DAYS PRIOR TO COMMENCING UTILITY CONSTRUCTION.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF WATERTOWN AND FROM PRIVATE UTILITY LOCATE REQUEST MAY BE NEEDED.
 8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PROTECT ALL PUBLIC UTILITIES IN THE
 9. PROJECT AREA PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY
 10. INFORMATION FROM THE CITY OF WATERTOWN AND FROM PRIVATE UTILITY LOCATE REQUEST MAY BE NEEDED.
 11. AT ALL LOCATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY
 12. OF LUBBOCK STANDARDS, TEXAS STATE LAW, AND OSHA STANDARDS FOR ALL EXCAVATIONS.
 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF LUBBOCK STANDARDS AND TO PROTECT ALL REQUIRED CONSTRUCTION SAFETY ACTIVITIES.
 14. STANDARDS AND SPECIFICATIONS. IN THE CASE OF CONFLICT BETWEEN DRAWINGS, SPECIFICATIONS OR CITY OF LUBBOCK
 15. CONTRACTOR AND APPROVED IN WRITING BY CITY OF WATERTOWN ENGINEERING DEPARTMENT SHALL BE FOLLOWED UNLESS REQUESTED BY THE
 16. CITY OF WATERTOWN ENGINEERING DEPARTMENT TO COMPLY WITH EWA'S STORM WATER
 17. POLLUTION PREVENTION PLAN RECOMMENDATIONS.

- NOTE:
1. HORIZONTAL DATUM: NAD83
 2. POINTS FROM TO BEGINNING
 3. CONTRACTOR TO VERIFY CONTROL
 4. DISCREPANCIES TO THE ENGINEER



O&D Engineering, LLC
Consulting Engineers & Surveyors
P.O. Box 832
Wolfforth, TX 79090
Phone: 806-717-2000
Fax: 806-717-2002
2024 E Hwy 42, Suite 1
Wolfforth, TX 79090

OVERALL WATER
PLAN

WATER
DISTRIBUTION
LOOP

WOLFFORTH
TEXAS

Revisions
No. _____ Date _____
Issued For Review: _____
Issued For Construction: _____

THIS DOCUMENT IS RELATED
TO THE PROJECT OF THE
WOLFFORTH WATER
DISTRIBUTION LOOP
AND IS NOT TO BE
REPRODUCED OR
TRANSMITTED IN ANY
FORM OR BY ANY
MEANS, ELECTRONIC
OR MECHANICAL,
INCLUDING PHOTOCOPYING,
RECORDING, OR BY
ANY INFORMATION
SYSTEM.

O&D Engineering, LLC
P-44393

Project No. 22-00003
Drawn By: J. R. Smith
Checked By: J. R. Smith
Scale: 1" = 400'
Sheet: W1

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on proposal from PSI Technologies for Monoclor Residual Control System

INITIATOR/STAFF INFORMATION SOURCE

Randy Criswell, City Manager

BACKGROUND

We have a proposal from PSI Water Technologies to provide the equipment (the PAX System we've discussed) for the second phase of our chloramine disinfection. This system will provide for a fully automated method of monitoring, mixing, and adjusting chemical dosing.

The attached proposal is for the equipment only, which we need to go ahead and order since it has a two-to-three-month delivery time. In the meantime, we'll also be soliciting bids for the other minor equipment that will be needed, plus the installation of all.

The proposal is for a total cost of \$67,000. This funding will come from previously issued Certificates of Obligation.

EXHIBITS

Proposal from PSI Water Technologies

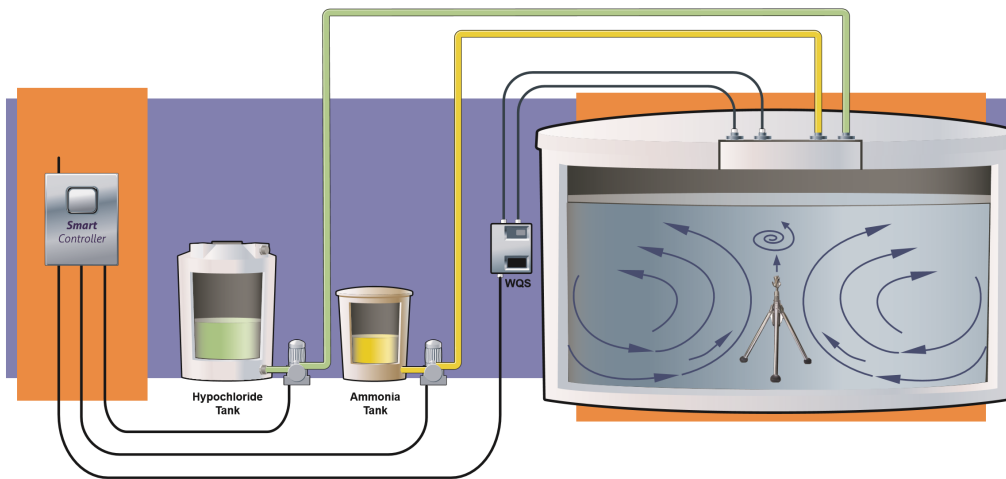
COUNCIL ACTION/STAFF RECOMMENDATION

Staff recommends approval and execution of the proposal as presented.

PSI WATER TECHNOLOGIES

A cleanwater1 Company

FIRM PROPOSAL **MONOCLOR®** **RESIDUAL CONTROL SYSTEM** **FOR** **WOLFFORTH TX – 1.5MG**



PSI Water Technologies, Inc. File No.: P22-5755 (Rev 1)
CA Contractor's License: #877235

Prepared on: June 14, 2023

SALES REPRESENTATIVE
Environmental Improvements (EI2)
Eric Fields
PO Box 79266
Houston, TX 79382
T: (972) 436-2536
Email: ericfields@ei2dallas.com

PSI WATER TECHNOLOGIES

A cleanwater1 Company

TABLE OF CONTENTS

Cover Letter

Section 1: Scope of Supply

Section 2: Proposal Acceptance

Section 3: Terms and Conditions

IMPORTANT NOTICE: All the information in this Proposal is confidential and has been prepared for Buyer's use solely in considering the purchase of the Equipment described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.

PSI WATER TECHNOLOGIES

A cleanwater1 Company

June 14, 2023

Randy Criswell, City Manager
City of Wolfforth
P.O Box 36
Wolfforth, TX

Re: Monoclor® Residual Control System for Wolfforth TX – 1.5MG
PSI Water Technologies, Inc. File No.: P22-5755 (Rev 1)

Dear Randy,

Thank you for your interest in PSI Water Technologies, Inc. (PSI), a cleanwater1 company. We have prepared this Firm proposal for providing a Monoclor® Residual Control System (RCS) for Wolfforth TX – 1.5MG . Our proposal is based on the following design criteria:

Design Criteria

Reservoir Diameter, ft	93
Reservoir Height, ft	30
Maximum Capacity, MG	1.5
Average Flow, MGD	1.5
Maximum Flow, MGD	3.75
Reservoir Type	Ground Storage
Disinfectant	Chloramines
Power Supply	480VAC/3PH
Desired Chlorine Residual, ppm	1.5 (Assumed)
Chlorine Dose, ppm	3.0 (Assumed)
Peak Chlorine Demand, PPD	134

The Monoclor® RCS is an intelligent, automated disinfectant boosting system that gives operators the ability to set and control residual levels in water storage tanks and key locations in the distribution system. The Monoclor® RCS utilizes advanced water quality sensors, powerful active mixing, an automated chemical feed system, and an advanced control algorithm to set and maintain residual levels in water storage tanks and distribution systems. The Monoclor® RCS has been tested and validated through extensive laboratory testing and many full-scale installations over the last 5 years.

Our Monoclor® RCS consists of all equipment essential for a complete system, including:

1. Accurate chemical dosing at the correct ratio
2. Proper mixing to ensure a homogenous water body that will not stratify
3. High energy mixing that ensures instantaneous reaction of introduced chemicals
4. Real-time monitoring and control logic to maintain or achieve equilibrium by responding to dynamic reservoir conditions

The Monoclor® RCS enables operators to:

T: (408) 370-6540

M: jbusse@cleanwater1.com

W: 4psi.net

PSI WATER TECHNOLOGIES

A cleanwater¹ Company

1. Set and maintain consistent disinfectant levels in storage tanks and key locations in the distribution system
2. Continuously blend disinfectant residual and eliminate thermal and chemical stratification
3. Eliminate costly and labor-intensive manual boosting
4. Quickly counteract adverse water quality changes, such as low residual
5. Optimize and balance disinfectant levels across a water distribution system

The PAX PWM500 mixer is a submersible active mixing system for potable water storage tanks and reservoirs. When operated correctly, the PAX PWM500 mixer can rapidly eliminate thermal stratification, decrease ice formation, rapidly blend and distribute doses of residual disinfectant, and maintain uniform chemical and temperature conditions. Under some conditions, the mixing action can also reduce the rate of residual disinfectant loss and lower volatile disinfection byproduct levels inside the tank when used as part of an in-tank aeration system.

A detailed scope of supply and the budgetary price is listed in Section 1 of this proposal.

Our proposal is for budgetary evaluation purposes only. This budgetary pricing is intended to be a guide based on current costs. A request for updated pricing should be made every **three** months throughout the project evaluation and design stage in order to keep the project cost estimate accurate and current. Our Standard Terms and Conditions are factored into the price set forth in this Proposal.

Our scope of supply follows in Section 1 and our Proposal acceptance in Section 2. **Pricing is valid for 30 days.** Section 3 includes our Terms and Conditions.

We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Eric Fields at Environmental Improvements (EI2), or me at (936) 537-7356.

Sincerely,

John Busse
Regional Sales Manager

Cc: Miresh Chaudhari, PSI Water Technologies, Inc.
Eric Fields, Environmental Improvements (EI2)

PSI WATER TECHNOLOGIES

A cleanwater¹ Company

SECTION 1

SCOPE OF SUPPLY

- A. Scope of Supply by PSI
- B. Scope of Work by Others
- C. Clarifications
- D. Terms of Payment
- E. Delivery

PSI WATER TECHNOLOGIES

A cleanwater¹ Company

A. SCOPE OF SUPPLY BY PSI – MONOCLOR® RCS

The following equipment and services constitute our scope of work. All equipment will be manufactured in accordance with the descriptions below.

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
1.	Water Quality Station, WQS1000 <ul style="list-style-type: none">Water Connection: 3/8" Push-connectSampling Flow Rate: 10 GPHConnectivity: Modbus RS485 ConnectionData Logging: Real-time DAQ on USB flash driveMeasurement - Total Chlorine: Dual Amperometric reagent less online sensor, 0-10 PPM measuring range, 0.01 PPM resolutionMeasurement – ORP Sensor (Platinum Extended Tip)Measurement - Temperature: 32-212° F measuring range, 0.1° F resolutionMeasurement - pH: 0-14 measuring range, 0.01 resolutionMeasurement - Water Level (optional): pressure transducer, resolution of 1% maximum scaleEnclosure: Equal to or greater than Type 3R rating	1
2.	PWM500 Mixer Wet Assembly, including: <ul style="list-style-type: none">Stainless steel 316 impellerPassivated to minimize corrosionThe ability to function continuously regardless of tank cyclesFittings box230V three phase 1 horsepower water-cooled motor powered by the PAX Control CenterInjection Stems	1
3.	Control Center Dry Assembly with SCADA Compatibility, including: NEMA 4 Enclosure: <ul style="list-style-type: none">Lockable and weather resistantOverall weight of control center 55 lbs.Green and Red LED Indicator lights to display motor statusWhite LED Indicator light to display powerCooling fan Motor Controller/VFD: <ul style="list-style-type: none">Allen Bradley230VAC single phase, rated to 1.0 HPHOA SwitchesManual speed controlThermal shut-off protection built-in	1

PSI WATER TECHNOLOGIES

A cleanwater¹ Company

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
	<ul style="list-style-type: none">▪ Current overload protection built-in▪ 300mA trip level GFCI▪ Sine filter▪ Branch-circuit protection SCADA outputs included: <ul style="list-style-type: none">▪ Digital Output signal indicating motor running▪ Digital Output signal indicating fault▪ Digital Input/Output signal for remote motor on/off▪ RS-485 or Dry Contact connections▪ 4-20mA signal	
4.	Cable 170 ft. , including: <ul style="list-style-type: none">▪ Flat-jacketed 4 conductor	1
5.	Tripod Assembly, PWM500 , including: <ul style="list-style-type: none">▪ Stainless steel 316 legs▪ Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor.	1
6.	Long Bail Handle & Chain <ul style="list-style-type: none">▪ Stainless steel 316 handle to deploy mixer in full tanks	1
7.	Tank Penetration Accessory <ul style="list-style-type: none">▪ Stainless steel strain relief for 3/4 wire flat-jacketed cable	1
8.	Manufacturer's Services for Installation Inspection, System Start-Up, and Operator Training	Included
9.	Submittal and Operation & Maintenance Manual as Follows <ul style="list-style-type: none">▪ Submittal: Sent Electronically▪ O&M Manual: Sent Electronically	Included
10.	FOB Factory, Milpitas, CA with Full Freight Allowed to Jobsite, Wolfforth, TX	Included
	FIRM PRICE [ITEMS 1-10]	\$67,000

PSI WATER TECHNOLOGIES

A cleanwater¹ Company

B. SCOPE OF WORK BY OTHERS

- 1. FRP Sheds by others.**
- 2. Smart Control Center.**
- 3. Chemical Feed Skid – Chlorine.**
- 4. Chemical Feed Skid - Ammonia.**
- 5. Hypochlorite Storage Tank.**
- 6. Ammonia Storage Tank.**
- 7. Sample Pump.**
8. Equipment unloading and installation.
9. Tripod for mounting of hoist to lower mixer through hatch.
10. Secondary containment of all equipment and piping.
11. 12.5% Sodium Hypochlorite supply.
12. 40% Liquid Ammonium Sulfate supply.
13. Each chemical storage tank must be labeled appropriately according to local regulations. Check with your local regulating agency for requirements.
14. Proper distance between chemical storage tanks must be maintained according to local regulations.
15. All civil works and concrete pad for equipment.
16. Any underground or structural work.
17. Design and supply of anchor bolts and seismic restraints.
18. Water supply piping to motive water connection.
19. Water piping from booster pump outlet to tank/reservoir hatch.
20. Tank mounted fitting boxes for chemical and sample lines.
21. All interconnecting piping, including be chemical storage tanks, metering pumps and accessories motive water supply, water sampling cabinet/station, and connections at hatch.
22. Electrical power to sample pump, booster pump (240VAC/1Ph/60 Hz for 20A), Water Quality Station (100-240VAC/1Ph/60Hz for 10A), Smart Control Center (100-120VAC/1PH/60Hz for 10A), and Chemical Feed Skid(s) (100-120VAC/1Ph/60Hz for 10A).
23. Any electrical conduit runs.
24. Any tank recoating services, labor, or parts.
25. All hose, pipe and tubing supports, strut, and clamps.
26. Freeze protection for all tubing and piping external to the reservoir, if required.
27. All electrical conduit, wiring, electrical material (including disconnect switches), etc. between control panel, hypochlorite tank, metering pumps, SCADA, etc.
28. Hatch penetrations or modifications.
29. Room ventilation, air conditioning, or lighting.
30. Videotaping.
31. All taxes, fees, lien waivers, bonds and licenses.
32. Permitting or regulatory approval.
33. Valves, fittings, appurtenances not specifically listed under Scope of Supply by PSI
34. Any items not explicitly listed under Scope of Supply by PSI.

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C. CLARIFICATIONS

1. All equipment excluding PAX Mixers must be installed in an indoor location. A shed or enclosure is not included in the proposal.
2. Sample water flow is 10 GPH. The sample water is assumed to be gravity fed to the Water Quality Station and then routed to a nearby drain.
3. Reservoir Low Water Level must be above 8' for Mixer to function properly.
4. PSI recommends adding secondary containment to Hypochlorite and Ammonia chemical feed lines. When possible, trenching these lines underground would be optimal.
5. The performance of the Monoclor[®] RCS design reported in this document is dependent on the tank operations data provided in the design criteria and may vary significantly under different operating conditions and/or scenarios.
6. Installation inspection, start-up and operator training can be provided by a PSI representative for a mutually agreed fee if they are not included in PSI's Scope of Supply above. Whether or not PSI is providing start-up services, PSI will provide a start-up checklist.
7. PSI requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PSI will work with you to attempt to accommodate your scheduling needs.
8. Do not mix hypochlorite and ammonia as toxic vapors will be produced.

D. TERMS OF PAYMENT

- Twenty Percent (20%) Payment Invoiced on Approved Submittals
- Seventy Five Percent (75%) Payment Invoiced on Equipment Shipment
- Five Percent (5%) Payment at Startup
- Net 30 Days
- Price Valid for 30 Days

E. DELIVERY

- Submittal: 6 - 8 Weeks After Receipt of Fully Executed Order
- Equipment Shipment: 12 - 14 Weeks After Approval of Submittals

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SECTION 2

PROPOSAL ACCEPTANCE

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Monoclor® Residual Control System

PSI Water Technologies, Inc. File No.: P22-5755 (FIRM) Rev 1

- 1) PSI Water Technologies, Inc. (Seller) proposes to furnish the equipment described in this proposal. Any items not shown above as detailed under "SCOPE OF SUPPLY BY PSI" are EXCLUDED. In addition:
 - a. Seller's price will be held valid for a period of 30 days from the date of this proposal ("Proposal Date"). Seller shall have the right to reprice this proposal if the Buyer's order is received more than 30 days beyond the Proposal Date or delivery more than 365 days after commercial agreement.
 - b. Prices are in US Dollars.
 - c. Local or state taxes are not included in this proposal.
- 2) This proposal by Seller is contingent upon: (i) Seller's written acceptance of the signed proposal, a purchase order, or other document issued by the Buyer in response to this proposal; and (ii) Buyer's assent to the terms and conditions contained in this proposal, such terms to take precedence in the event of conflict with any other terms or documents incorporated into the contract arising out of this proposal unless otherwise agreed in a writing, signed by Seller; and (iii) satisfactory completion of an anti-corruption due diligence review, if applicable.
- 3) All of the information supplied by Seller in connection with this proposal (including drawings, designs and specifications) (the "Information") is confidential and/or proprietary and has been prepared for Buyer's use solely in evaluating the purchase of the equipment and/or services described herein. Transmission of all or any part of the Information to others, or use by Buyer for any purpose other than such evaluation, is expressly prohibited without Seller's prior written consent.
- 4) Please return a signed copy of this proposal or address and send your purchase order to:
PSI Water Technologies, Inc.
550 Sycamore Drive
Milpitas, CA 95035
Attn: orders
Phone: 408.819.3043
Fax: 408.866.4660
E-mail: orders@cleanwater1.com

Thank you for your interest in PSI Water Technologies, Inc. We are committed to meeting your expectations.

Proposal Acceptance

An authorized signature indicates Buyer's acceptance of this proposal, including without limitation Seller's Terms and Conditions below.

Company Name

Buyer's Name (printed)

Date

Buyer's Authorized Signature

Requested Arrival Date

Bill To Name: _____	Ship To Name: _____
Bill To Email: _____	Ship To Email: _____
Bill To Phone: _____	Ship To Phone: _____
Bill to Address: _____	Ship to Address: _____
_____	_____
City State Zip	City State Zip

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SECTION 3

TERMS AND CONDITIONS **Monoclor® Residual Control System**

1. Applicable Terms. PSI Water Technologies, Inc. ("Seller") will sell, and the buyer ("Buyer") will purchase, the products and/or services referred to in Seller's proposal or quotation (collectively, the "Products"), subject to these terms and conditions, including the Warranty Attachments hereto (the "Warranty Attachments", and such Warranty Attachments, together with these Terms and Conditions, being referred to herein as the "Terms"). The front page of Buyer's purchase order (disregarding any reference to terms and conditions and any provisions that conflict with the Terms), if any, together with the description of the Products in Seller's proposal or quotation and the Terms, constitute the complete and exclusive agreement between the parties related to the purchase and sale of the Products (the "Agreement"). All prior communications, documents, negotiations and representations, if any, are merged herein. Whether the Terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to the Terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All orders are subject to prior credit approval by Seller.

2. Pricing. The prices shall be as stated in Seller's proposal or order acknowledgment.

3. Payment. Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars. Unless provided otherwise in Seller's proposal, 20% of the purchase price will be invoiced on approved submittals, 75% will be invoiced on shipment, and 5% will be invoiced on startup. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller will become immediately due and payable without notice or demand. Buyer will pay 1½% interest per month, compounded monthly, on all amounts not received by the due date. Buyer hereby grants Seller a purchase money security interest in the Products until such time as Seller is fully paid. Buyer will assist Seller in taking action to perfect and protect Seller's security interest. Seller may make partial shipments, in which case, Buyer shall pay for each shipment in accordance with the terms hereof.

4. Taxes, Shipping, Packing Except to the extent expressly stated otherwise in Seller's proposal, prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges, and Buyer shall pay such amounts or reimburse Seller for any such amounts Seller pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs, and penalties arising out of same. Prices include the costs of Seller's standard domestic packing only. Any deviation from standard packing (domestic or export) shall result in extra charges. Any and all increases, changes, adjustments, or surcharges (including fuel surcharges) which may arise in connection with the freight charges, rates or classification included as part of the Agreement, shall be for the Buyer's account.

5. Delivery. Products shall be delivered F.O.B. Seller's point of shipment. All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information from Buyer, including submittal approvals, if applicable, and all required commercial documentation. Seller will make a good faith effort to complete delivery of the Products on the date and to the location specified in writing by Buyer, but Seller assumes no liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or representatives, storage and all other additional costs and risks will be borne solely by Buyer. Any claims for Products damaged or lost in transit ("Transit Losses") must be made by Buyer to the carrier and reported to Seller within one business day following delivery to Buyer.

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6. Inspection and Acceptance. Buyer will have seven days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to Transit Losses, and to notify Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven-day period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer will have no right to reject or revoke acceptance of the Products for any reason; provided that Buyer retains all rights in respect of the warranties in, or referred to in, Section 9 below.

7. Returns and Cancellation. Buyer may not return custom engineered Products. Buyer may return other Products only with Seller's prior written approval, which may be withheld in Seller's sole discretion. Any authorized return will be subject to payment of a restocking charge and will be allowed only if the subject Product: (i) is in new condition, suitable for resale, and (ii) has not been used, installed, modified, altered or damaged. The restocking charge for authorized returns will be no less than (x) 25% of the purchase price, net of any freight charges included in the purchase price, plus (y) 100% of freight costs incurred by Seller. Buyer is responsible for the payment or reimbursement of return freight charges. Returns will be shipped F.O.B. Seller's location. Seller may, but will not be obligated to, treat any cancellation of an accepted order as an authorized return.

8. Force Majeure. Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, epidemic or other public health crisis, or any other cause beyond Seller's reasonable control.

9. Warranty. If the RCS System being supplied includes a Microclor® system and/or a PAX Mixer, the principal components of the Microclor® system(s) and the PAX Mixer are warranted as set forth in the applicable Warranty Attachment(s) hereto. Seller warrants that all other Products will be free from defects in material and workmanship for 12 months from initial operation or 18 months from shipment, whichever is earlier (the "Warranty Period"). Seller's warranties are conditioned on (i) the Product being stored, installed, started-up, operated and maintained in accordance with Seller's instructions; (ii) no repairs, modifications or alterations being made to the Product other than by Seller or its authorized representatives; (iii) Buyer providing prompt written notice of any warranty claims within the Warranty Period; (iv) Seller's verification of the claimed breach of warranty; and (v) at Seller's discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Seller, at Buyer's expense, or Buyer granting Seller access to the Product at all reasonable times and locations to assess the warranty claims. Seller's warranties do not apply to software and do not cover ordinary wear and tear.

If the claimed breach of warranty is verified by Seller, then, as the sole and exclusive remedy of Buyer or the initial end-user of the Product, Seller will, at Seller's sole option (a) repair the applicable Product or component free of charge, or (b) replace the applicable Product or component free of charge F.O.B. Buyer's facility. The warranty on repaired or replaced Products or component parts is limited to the remainder of the original Warranty Period and otherwise subject to the terms of this warranty. Buyer shall be responsible for (x) any labor required to gain access to the Product or component or so that Seller can assess the available remedies; and (y) all costs of installation of repaired or replacement Products or components.

THE WARRANTIES SET FORTH IN THIS SECTION 9 AND IN THE WARRANTY ATTACHMENT(S) HERETO ARE INTENDED TO BE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND SELLER'S WARRANTIES ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. NOTWITHSTANDING THE FOREGOING, IF IT IS ALLEGED OR DETERMINED THAT SELLER HAS MADE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BY COURSE OF DEALING OR USAGE OF TRADE, SUCH OTHER WARRANTIES SHALL BE SUBJECT TO ALL THE CONDITIONS, LIMITATIONS AND PROCEDURES SET FORTH IN THIS SECTION 9, THE WARRANTY ATTACHMENT(S) HERETO, AND SECTION 10 BELOW.

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10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES, AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

11. Remedies of Seller. Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. Seller's obligations under Section 9 hereof and the Warranty Attachments will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 or the Warranty Attachments beyond the period provided therein. Seller's election of any remedy in the event of a default by Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.

12. Equal Employment Opportunity. Seller is an equal opportunity employer. The parties shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) (relating to the notice of employee rights under federal labor laws), and these laws are incorporated herein by reference.

13. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Products provided under the Agreement, including any export license requirements. Buyer agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. Miscellaneous. No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade, or failure to enforce any term will be used to modify the Agreement. Buyer acknowledges that it has not relied upon any letters of intent, agreements, promises, negotiations, statements or representations other than those expressly set forth in this Agreement and that no such extraneous document or other communication shall be of any force or effect. Buyer agrees and warrants that in entering into this Agreement, Buyer is relying solely upon the information contained in this Agreement and not in reliance upon any other information. If any of the Terms is unenforceable, such Term will be limited only to the

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extent necessary to make it enforceable, and all other Terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any bond issued by Seller in connection with the sale of the Products shall remain in effect for a maximum of two (2) years after acceptance of the Products, and the only warranty, guaranty or Product performance obligations covered thereby shall be those at Section 9 above and in the Warranty Attachments. All Product performance obligations of Seller are contingent on the design criteria and the condition of the influent and the raw materials being as specified by Seller and will be considered satisfied and discharged upon successful completion of the initial Product performance testing. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY.

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WARRANTY ATTACHMENT FOR PAX MIXERS

I. Incorporation and Definitions. This Warranty Attachment is incorporated into, and made a part of, the PSI Water Technologies, Inc. Terms and Conditions (the “Terms and Conditions”). All capitalized terms used in this Warranty Attachment have the meanings assigned to them in the Terms and Conditions. This Warranty Attachment sets forth Seller’s warranty with respect to each PAX Mixer, including its associated controller (collectively, the “PAX Mixer”), included in a Trihalomethane Removal system supplied by Seller (the “System”). All other components of or accessories to the System are covered by the warranty set forth in Section 9 of the Terms and Conditions.

II. Warranty Statement. Seller warrants to Buyer and the initial end-user of the PAX Mixer (collectively, the “Owner”) for the PAX Mixer Warranty Period (as defined below) that each PAX Mixer is free from defects in material and workmanship and conforms to Seller’s specifications applicable to the PAX Mixer. Seller’s warranty is conditioned on (i) Seller’s verification of the alleged breach; (ii) the PAX Mixer being stored, handled, installed, started-up, operated and maintained in accordance with Seller’s instructions, (iii) no repairs, modifications or alterations being made to the PAX Mixer other than by Seller or its authorized representatives, (iv) Owner providing prompt written notice of any warranty claims within the PAX Mixer Warranty Period, and (v) at Seller’s discretion, Owner either removing and shipping the PAX Mixer or non-conforming part thereof to Seller, such freight cost to be paid by Seller, or Owner granting Seller access to the PAX Mixer at all reasonable times and locations to assess the warranty claims. Seller’s warranty does not cover damage due to (x) acts of nature or third parties, or (y) ordinary wear and tear. The “PAX Mixer Warranty Period” applicable to each PAX Mixer begins on the date of installation or three (3) months after shipment, whichever comes first, and continues for the period of 60 months thereafter.

III. Warranty Remedy. The sole remedy for any breach of Seller’s warranty above is limited to Seller’s choice of repair or replacement of the PAX Mixer, or non-conforming parts thereof, F.O.B. jobsite, or refund of the purchase price for the subject PAX Mixer or part. Seller reserves the right to provide new or reconditioned replacement PAX Mixers or parts (collectively, “Replacement Items”). The warranty on Replacement Items is limited to the remainder of the original PAX Mixer Warranty Period and otherwise subject to the terms of this warranty. This warranty includes labor to install Replacement Items, subject to the following conditions: (a) Seller will reimburse Owner’s reasonable, documented labor costs to install the Replacement Items up to an aggregate maximum of \$2,500 over the Warranty Period; and (b) Seller may elect, but is not obligated, to install the Replacement Items itself, in which case (i) Seller will bear all of its costs of installation; and (ii) Seller’s obligations to pay for or provide labor under this warranty will be discharged in full. In any event, labor costs of divers and labor costs required to drain the storage tank or reservoir are excluded from this warranty. If Seller determines that any alleged damage is not covered by this warranty, Seller will charge, and Buyer will pay, Seller’s normal rates for any inspection or repair performed by Seller, and for any materials provided or used in connection therewith.

Rev Date 03.25.22

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on report from Kimley Horn pertaining Elevated Storage Tank project

INITIATOR/STAFF INFORMATION SOURCE

Randy Criswell, City Manager

BACKGROUND

I've asked Kenny Friar and/or his staff from Kimley Horn to present a brief report on the status of the new Elevated Storage Tank project.

EXHIBITS

None

COUNCIL ACTION/STAFF RECOMMENDATION

No recommendation currently.

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on presentation from Newgen Strategies pertaining to the implementation of Impact Fees.

INITIATOR/STAFF INFORMATION SOURCE

Randy Criswell, City Manager

BACKGROUND

On May 15, Mr. Chris Ekrut of Newgen Strategies presented some of the findings of the rate analysis he and his company had been working on. At that time, he had recommendations for you regarding water rate needs, and he also advised the Council that his water rate recommendations were based on the ultimate need for Impact Fees to be adopted. At that meeting, you requested him to return at a future meeting to further discuss Impact Fees.

He'll be present virtually at the meeting to make a presentation and to introduce you to the steps required if the Council chooses to proceed with water Impact Fees.

EXHIBITS

Impact Fee Technical Memo

Potential Impact Fee Schedule

COUNCIL ACTION/STAFF RECOMMENDATION

Staff will be prepared to make a recommendation.

Memorandum

To: Mr. Randy Criswell
From: NewGen Strategies and Solutions, LLC
Date: June 27, 2023
Re: Wolfforth Impact Fee Determination

Maximum Assessable Impact Fee Determination

The impact fee determination method employed by NewGen Strategies and Solutions, LLC is developed through a financial based model, which fully recognizes the requirements of Chapter 395 of the Texas Local Government Code, including the recognition of cash and/or debt financing, interest earnings, fund balances, and applicable credits. In developing the components of the financial model, several assumptions must be made, including the following:

- Financing
 - Method of financing (i.e. cash or debt financing)
 - The level of financing (e.g. 100% debt funding)
 - Cost of financing
 - Debt repayment structure
- Timing and Level of Expenditures and Revenues
- Interest Earnings
- Annual Service Unit Growth

The assumptions employed in the maximum assessable impact fee determination provide a reasonable basis for forecasting; however, it must be emphasized that these assumptions may not necessarily reflect actual future conditions. To address this, Chapter 395 requires the monitoring of impact fees through the Impact Fee Advisory Committee and allows for the option to update or revise impact fees to reflect the actual implementation of the impact fee program.

The Water Impact Fee Capital Improvement Plan (CIP) projects were developed by OJD Engineering (OJD). OJD also included the percentage of the projects that were related to growth over the 10-year period of the impact fees. Table 1, below, lists the projects included in the CIP, including the percentage utilized by growth in the next 10-years. To incorporate the 50% credit method, the eligible project costs were divided in half.

Memorandum

Mr. Randy Criswell
June 27, 2023
Page 2

Table 1
Capital Improvement Plan Projects

Project Name	Project Cost	10-Year Utilization	Eligible Cost	Recoverable Cost
Elevated Storage Tank	\$ 6,500,000	80%	\$ 5,200,000	\$ 2,600,000
Water Distribution Improvements for Elevated Storage Tank	1,500,000	90%	1,200,000	600,000
EDR Plant #2	15,000,000	100%	15,000,000	7,500,000
Lubbock North Connection and Ground Storage	2,000,000	75%	1,500,000	750,000
Loop 88 East Connection and Ground Storage	1,000,000	75%	750,000	375,000
Loop 88 North Connection and Ground Storage	3,000,000	75%	2,250,000	1,125,000
Harvest Wells	500,000	100%	500,000	250,000
Overlook Wells	1,000,000	100%	1,000,000	500,000
Total	\$ 30,500,000		\$ 27,400,000	\$ 13,700,000

Total growth over the 10-year forecast is projected to be 4,059 units. The timing and annual level of service unit growth over the 10-year program period is indeterminate at the present time. As such, it is assumed that service unit growth will be consistent over the 10-year forecast.

Table 2
Service Unit Growth

Fiscal Year	Growth in Service Units	Total Service Units
2023	406	2,753
2024	406	3,159
2025	406	3,565
2026	406	3,971
2027	406	4,377
2028	406	4,782
2029	406	5,188
2030	406	5,594
2031	406	6,000
2032	406	6,406

Once the cost of capacity added that is attributable to growth is determined, it must then be decided how the cost will be financed: cash and/or debt. For debt financing, the cost of financing is based on an assumed 30-year debt term with interest rates each year based on Table 2 below. Debt was assumed to be issued in years 2023 through 2027. Debt service payments for each future debt issue are assumed to be a level annual payment over the issue's term.

Memorandum

Mr. Randy Criswell
June 27, 2023
Page 3

Table 2
Interest Rate Per Year of Issuance

Fiscal Year	Interest Rate
2023	4.32%
2024	5.00%
2025	5.50%
2026	5.50%
2027	6.00%
2028	6.00%
2029	6.00%
2030	6.00%
2031	6.00%
2032	6.00%

Currently, the exact timing and annual level of cash capital expenditures over the forecast period is based on the City's proposed timing. It is assumed that for debt-financed capital projects, the City will expend debt proceeds over a 3-year timeframe. For the calculation of the maximum assessable impact fee, debt is assumed to be issued based on the timing provided by the City.

Because debt is issued assuming a 30-year term and impact fees developed herein are to be charged over a 10-year period, sufficient fund balance must be generated to meet the future debt service obligations.

Chapter 395 states that interest earnings are funds of the impact fee account and are to be held to the same restrictions as impact fee revenues. Therefore, in order to recognize that interest earnings are used to fund only these specific CIP projects, interest earnings are credited against the costs recoverable through impact fees. It should be noted that Chapter 395 does not require the upfront recognition of interest earnings in the impact fee determination; however, in an effort to acknowledge the time value of the impact fee payers' monies, interest earnings have been credited. Interest is assumed to be earned at an annual rate of 3.98% based on the TexStar average rate in 4th quarter of 2022.

Chapter 395 requires a plan for awarding either a credit for the portion of ad valorem tax and/or utility service revenues generated by new service units during the program period that are used for payment of improvements that are included in the Water Impact Fee CIP. As an alternative, a credit equal to 50% of the total cost of implementing the Water Impact Fee CIP may be used. The City has elected to calculate a credit based on the 50% method. The resulting maximum fee per service unit is summarized in Table3 below. Further detail on the calculations can be found in Exhibit A.

Memorandum

Mr. Randy Criswell
June 27, 2023
Page 4

Table 3
Maximum Fee Per Service Unit

Service Area	Water
Recoverable Impact Fee CIP Costs	\$ 13,700,000
Add: Financing Costs	13,708,963
Less: Interest Earnings	(10,286,861)
Maximum Recoverable Cost for Impact Fee	\$ 17,122,102
Divide: Additional Service Units Added During Planning Period	4,059
Maximum Assessable Fee	\$ 4,218

City of Wolfforth - 2023 Water Impact Fee Study
Capital Improvement Plan for Impact Fees
Impact Fee Summary Table
Water Service Area

0	Existing Fund Balance	\$ -
1	Existing Number of Service Units	2,347
2	Total Number of Services Units for Planning Period	6,406
3	Additional Service Units Added During Planning Period (Line 2 - Line 1)	4,059
4	Total Cost of the Water Impact Fee CIP	\$ 30,500,000
5	Recoverable Cost for Impact Fee Planning Period	\$ 13,700,000
6	Percent Recoverable for Water Impact Fee Planning Period (Line 5 / Line 4)	44.92%
7	Financing Costs (From Financial Analysis)	\$ 13,708,963
8	Interest Earnings (From Financial Analysis)	\$ (10,286,861)
9	Recoverable Cost of Water Impact Fee and Financing Costs (Line 5 + Line 7 + Line 8 - Line 0)	\$ 17,122,102
10	Maximum Assessable Fee (Line 9 / Line 3)	\$ 4,218

SUMMARY OF WATER IMPACT FEE DETERMINATION

Water Service Area

Recoverable Impact Fee CIP Costs	\$ 13,700,000	Per OJD Engineering
Financing Cost	13,708,963	See Detail Below
Existing Fund Balance	-	Water Appendices - page 3
Interest Earnings	(10,286,861)	Water Appendices - page 5
Recoverable Cost for Impact Fee	\$ 17,122,102	Sum of Above
Equivalent Connections	4,059	Water Appendices - page 8
Maximum Recoverable Cost for Impact Fee	\$ 4,218	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through impact fees. Reference is the OJD Engineering.

Financing Costs:

Represents the interest costs associated with debt financing the new impact fee project costs. Interest costs are derived from existing debt issues and forecasted debt issues.

New Annual Debt Service	\$ 27,408,963	Water Appendices - page 4
Existing Annual Debt Service	-	Water Appendices - page 4
Principal Component (New and Existing Debt)	(13,700,000)	Water Appendices - page 3
Financing Costs	<u>\$ 13,708,963</u>	

Existing Fund Balance:

Represents impact fee revenue collected but not yet expended. Assuming all existing fund balance is already encumbered for projects from prior impact fee studies. Reference is page 3 of Water Appendices.

Interest Earnings:

Represents the interest earned on cash flows and assumes a 3.98% annual interest rate. The Impact Fee Statute states that interest earnings are funds of the impact fee account and are held to the same restrictions as impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs. Reference is the sum of Accumulated Interest on page 5 of Water Appendices.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Existing Fund Balance and Interest Earnings.

Credit for Utility Revenues:

In 2001, the Local Government Code Chapter 395 was amended to include a credit for ad valorem and/or utility revenues generated by new service units during the ten-year timeframe that are used to fund impact fee eligible projects for which the new service units were charged an impact fee. The intent of this amendment is to avoid double-charging the new service units for impact fee capital improvements. The credit recognizes utility revenues used to fund impact fee eligible projects. Reference is page 8 of Water Appendices.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Utility Revenues. This is the maximum cost that can be recovered through impact fees.

City of Wolfforth - 2023 Water Impact Fee Study

Capital Improvement Plan for Impact Fees

Impact Fee Calculation Assumptions

Water Service Area

I. General Assumptions

Annual Interest Rate on Deposits ⁽¹⁾	3.98%
Annual Service Unit Growth ⁽²⁾	406
Existing Fund Balance ⁽³⁾	-
Portion of Projects Funded by Existing Debt ⁽⁴⁾	\$ -
Non-debt Funded Project Cost ⁽⁵⁾	-
New Project Cost Funded Through New Debt ⁽⁶⁾	13,700,000
Total Recoverable Project Cost ⁽⁷⁾	\$ 13,700,000

II. New Debt Issues Assumptions

<u>Year</u>	<u>Principal ⁽⁸⁾</u>	<u>Interest ⁽⁹⁾</u>	<u>Term</u>
1	\$ 3,450,000	4.32%	30
2	875,000	5.00%	30
3	7,500,000	5.50%	30
4	750,000	5.50%	30
5	1,125,000	6.00%	30
6	-	6.00%	30
7	-	6.00%	30
8	-	6.00%	30
9	-	6.00%	30
10	-	6.00%	30
Total	\$ 13,700,000		

III. Capital Expenditure Assumptions

<u>Year</u>	<u>Annual Capital Expenditures ⁽¹⁰⁾</u>
1	\$ -
2	1,150,000
3	1,441,667
4	3,941,667
5	3,041,667
6	3,125,000
7	625,000
8	375,000
9	-
10	-
11	-
12	-
13	-
Total	13,700,000

- (1) Per discussions with City Staff
(2) Per discussions with City Staff
(3) New Impact Fee, so there is no existing fund balance
(4) Per discussions with City Staff
(5) This assumes 0% of new project costs funded through sources other than debt, unless specified otherwise
(6) This assumes 100% of new project costs funded through new debt issues, unless specified otherwise
(7) Per OJD Engineers
(8) Assumes new debt issued based on schedule from Engineers
(9) Per discussions with City Staff
(10) Assumes new debt proceeds expended over a 3-year timeframe
Non-debt funded capital expenditures allocated per discussions with City Staff

City of Wolfforth - 2023 Water Impact Fee Study
Capital Improvement Plan for Impact Fees
Debt Service and Expense Summary
Water Service Area

I. New Debt Service Detail

Year	Series 1	Series 2	Series 3	Series 4	Series 5	Series 6	Series 7	Series 8	Series 9	Series 10	Total Annual New Debt Service
1	\$ 207,338	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 207,338
2	207,338	56,920	-	-	-	-	-	-	-	-	264,258
3	207,338	56,920	516,040	-	-	-	-	-	-	-	780,298
4	207,338	56,920	516,040	51,604	-	-	-	-	-	-	831,902
5	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
6	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
7	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
8	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
9	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
10	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
11	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
12	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
13	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
14	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
15	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
16	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
17	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
18	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
19	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
20	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
21	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
22	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
23	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
24	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
25	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
26	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
27	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
28	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
29	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
30	207,338	56,920	516,040	51,604	81,730	-	-	-	-	-	913,632
31	-	56,920	516,040	51,604	81,730	-	-	-	-	-	706,294
32	-	-	516,040	51,604	81,730	-	-	-	-	-	649,374
33	-	-	-	51,604	81,730	-	-	-	-	-	133,334
34	-	-	-	-	81,730	-	-	-	-	-	81,730
35	-	-	-	-	-	-	-	-	-	-	-
36	-	-	-	-	-	-	-	-	-	-	-
37	-	-	-	-	-	-	-	-	-	-	-
38	-	-	-	-	-	-	-	-	-	-	-
39	-	-	-	-	-	-	-	-	-	-	-
	\$ 6,220,128	\$ 1,707,600	\$ 15,481,213	\$ 1,548,121	\$ 2,451,901	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,408,963

II. Summary of Annual Expenses

Year	New Annual Debt Service ⁽¹⁾	Annual Capital Expenditures ⁽²⁾	Annual Bond Proceeds ⁽²⁾	Existing Annual Debt Service ⁽³⁾	Total Expense
1	\$ 207,338	\$ -	\$ (3,450,000)	\$ -	\$ (3,242,662)
2	264,258	1,150,000	(875,000)	-	539,258
3	780,298	1,441,667	(7,500,000)	-	(5,278,035)
4	831,902	3,941,667	(750,000)	-	4,023,569
5	913,632	3,041,667	(1,125,000)	-	2,830,299
6	913,632	3,125,000	-	-	4,038,632
7	913,632	625,000	-	-	1,538,632
8	913,632	375,000	-	-	1,288,632
9	913,632	-	-	-	913,632
10	913,632	-	-	-	913,632
11	913,632	-	-	-	913,632
12	913,632	-	-	-	913,632
13	913,632	-	-	-	913,632
14	913,632	-	-	-	913,632
15	913,632	-	-	-	913,632
16	913,632	-	-	-	913,632
17	913,632	-	-	-	913,632
18	913,632	-	-	-	913,632
19	913,632	-	-	-	913,632
20	913,632	-	-	-	913,632
21	913,632	-	-	-	913,632
22	913,632	-	-	-	913,632
23	913,632	-	-	-	913,632
24	913,632	-	-	-	913,632
25	913,632	-	-	-	913,632
26	913,632	-	-	-	913,632
27	913,632	-	-	-	913,632
28	913,632	-	-	-	913,632
29	913,632	-	-	-	913,632
30	913,632	-	-	-	913,632
31	706,294	-	-	-	706,294
32	649,374	-	-	-	649,374
33	133,334	-	-	-	133,334
34	81,730	-	-	-	81,730
35	-	-	-	-	-
36	-	-	-	-	-
37	-	-	-	-	-
38	-	-	-	-	-
39	-	-	-	-	-
	\$ 27,408,963	\$ 13,700,000	\$ (13,700,000)	\$ -	\$ 27,408,963

(1) Water Appendices - page 4 Section I
(2) Water Appendices - page 3
(3) This is no existing debt funding at this time

City of Wolfforth - 2023 Water Impact Fee Study
Capital Improvement Plan for Impact Fees
Revenue Test
Water Service Area

<u>Year</u>	<u>Impact Fee</u>	<u>Service Units</u>	<u>Impact Fee Revenue</u>	<u>Annual Expenses</u>	<u>Sub-Total</u>	<u>Accumulated Interest</u>	<u>Estimated Fund Balance</u>
Initial							\$ -
1	\$ 4,218	406	\$ 1,712,210	\$ (3,242,662)	\$ 4,954,873	\$ 98,599	5,053,472
2	4,218	406	1,712,210	539,258	1,172,953	224,464	6,450,889
3	4,218	406	1,712,210	(5,278,035)	6,990,245	395,841	13,836,976
4	4,218	406	1,712,210	4,023,569	(2,311,359)	504,703	12,030,320
5	4,218	406	1,712,210	2,830,299	(1,118,089)	456,545	11,368,777
6	4,218	406	1,712,210	4,038,632	(2,326,422)	406,171	9,448,526
7	4,218	406	1,712,210	1,538,632	173,578	379,496	10,001,600
8	4,218	406	1,712,210	1,288,632	423,578	406,483	10,831,661
9	4,218	406	1,712,210	913,632	798,578	446,981	12,077,220
10	4,218	406	1,712,210	913,632	798,578	496,553	13,372,351
11	-	-	-	913,632	(913,632)	514,025	12,972,744
12	-	-	-	913,632	(913,632)	498,121	12,557,233
13	-	-	-	913,632	(913,632)	481,584	12,125,185
14	-	-	-	913,632	(913,632)	464,389	11,675,943
15	-	-	-	913,632	(913,632)	446,510	11,208,821
16	-	-	-	913,632	(913,632)	427,919	10,723,108
17	-	-	-	913,632	(913,632)	408,588	10,218,064
18	-	-	-	913,632	(913,632)	388,488	9,692,919
19	-	-	-	913,632	(913,632)	367,588	9,146,875
20	-	-	-	913,632	(913,632)	345,856	8,579,099
21	-	-	-	913,632	(913,632)	323,259	7,988,725
22	-	-	-	913,632	(913,632)	299,762	7,374,856
23	-	-	-	913,632	(913,632)	275,331	6,736,555
24	-	-	-	913,632	(913,632)	249,927	6,072,850
25	-	-	-	913,632	(913,632)	223,513	5,382,730
26	-	-	-	913,632	(913,632)	196,046	4,665,145
27	-	-	-	913,632	(913,632)	167,487	3,919,000
28	-	-	-	913,632	(913,632)	137,791	3,143,159
29	-	-	-	913,632	(913,632)	106,914	2,336,441
30	-	-	-	913,632	(913,632)	74,807	1,497,616
31	-	-	-	706,294	(706,294)	45,549	836,870
32	-	-	-	649,374	(649,374)	20,384	207,880
33	-	-	-	133,334	(133,334)	5,620	80,166
34	-	-	-	81,730	(81,730)	1,564	0
35	-	-	-	-	-	0	0
36	-	-	-	-	-	0	0
37	-	-	-	-	-	0	0
38	-	-	-	-	-	0	0
39	-	-	-	-	-	0	0
			\$ 17,122,102	\$ 27,408,963			\$ 10,286,861

City of Wolfforth - 2023 Water Impact Fee Study

Capital Improvement Plan for Impact Fees

Impact Fee Calculation

Water Service Area

<u>Year</u>	<u>Number of Years to End of Period</u>	<u>Future Value Escalation</u>		<u>Annual Service Units</u>		<u>Annual Expense</u>	
		<u>Interest Rate Factor</u>	<u>Recovery Fee Factor</u>	<u>Actual</u>	<u>Escalated</u>	<u>Actual</u>	<u>Escalated</u>
1	39	4.4063	1.0000	406	1,789	\$ (3,242,662)	\$ (14,288,241)
2	38	4.2377	1.0000	406	1,720	539,258	2,285,198
3	37	4.0755	1.0000	406	1,654	(5,278,035)	(21,510,501)
4	36	3.9195	1.0000	406	1,591	4,023,569	15,770,311
5	35	3.7695	1.0000	406	1,530	2,830,299	10,668,706
6	34	3.6252	1.0000	406	1,471	4,038,632	14,640,784
7	33	3.4864	1.0000	406	1,415	1,538,632	5,364,329
8	32	3.3530	1.0000	406	1,361	1,288,632	4,320,761
9	31	3.2246	1.0000	406	1,309	913,632	2,946,139
10	30	3.1012	1.0000	406	1,259	913,632	2,833,373
11	29	2.9825	1.0000	-	-	913,632	2,724,924
12	28	2.8684	1.0000	-	-	913,632	2,620,626
13	27	2.7586	1.0000	-	-	913,632	2,520,320
14	26	2.6530	1.0000	-	-	913,632	2,423,853
15	25	2.5514	1.0000	-	-	913,632	2,331,078
16	24	2.4538	1.0000	-	-	913,632	2,241,855
17	23	2.3599	1.0000	-	-	913,632	2,156,046
18	22	2.2695	1.0000	-	-	913,632	2,073,522
19	21	2.1827	1.0000	-	-	913,632	1,994,157
20	20	2.0991	1.0000	-	-	913,632	1,917,829
21	19	2.0188	1.0000	-	-	913,632	1,844,423
22	18	1.9415	1.0000	-	-	913,632	1,773,826
23	17	1.8672	1.0000	-	-	913,632	1,705,932
24	16	1.7957	1.0000	-	-	913,632	1,640,636
25	15	1.7270	1.0000	-	-	913,632	1,577,840
26	14	1.6609	1.0000	-	-	913,632	1,517,447
27	13	1.5973	1.0000	-	-	913,632	1,459,366
28	12	1.5362	1.0000	-	-	913,632	1,403,507
29	11	1.4774	1.0000	-	-	913,632	1,349,787
30	10	1.4208	1.0000	-	-	913,632	1,298,123
31	9	1.3665	1.0000	-	-	706,294	965,119
32	8	1.3142	1.0000	-	-	649,374	853,377
33	7	1.2639	1.0000	-	-	133,334	168,515
34	6	1.2155	1.0000	-	-	81,730	99,341
35	5	1.1690	1.0000	-	-	-	-
36	4	1.1242	1.0000	-	-	-	-
37	3	1.0812	1.0000	-	-	-	-
38	2	1.0398	1.0000	-	-	-	-
39	1	1.0000	1.0000	-	-	-	-
				15,099		\$ 63,692,308	

Annual Interest Rate: 3.98%

Total Escalated Expense for Entire Period \$ 63,692,308

Total Escalated Service Units 15,099

Maximum Assessable Impact Fee for Water Service Area \$ 4,218

City of Wolfforth - 2023 Water Impact Fee Study
Capital Improvement Plan for Impact Fees
Impact Fee Project Funding
Water Service Area

<u>Impact Fee Project Name⁽¹⁾</u>	<u>Cost In</u>	<u>Impact Fee</u>	<u>Impact Fee 50%</u>	<u>Debt Funded⁽²⁾</u>		<u>Non-Debt</u>
	<u>Service Area⁽¹⁾</u>	<u>Eligible Cost⁽¹⁾</u>	<u>Recoverable Cost⁽¹⁾</u>	<u>Existing</u>	<u>Proposed</u>	<u>Funded⁽²⁾</u>
Elevated Storage Tank - Alcove	\$ 6,500,000	\$ 5,200,000	\$ 2,600,000	\$ -	\$ 2,600,000	\$ -
Water Distribution Improvements for Elevated Tank	1,500,000	1,200,000	600,000	-	600,000	-
EDR Plant #2	15,000,000	15,000,000	7,500,000	-	7,500,000	-
Lubbock North Connection and Ground Storage	2,000,000	1,500,000	750,000	-	750,000	-
Loop 88 East Connection and Ground Storage	1,000,000	750,000	375,000	-	375,000	-
Loop 88 North Connection and Ground Storage	3,000,000	2,250,000	1,125,000	-	1,125,000	-
Harvest Wells	500,000	500,000	250,000	-	250,000	-
Overlook Wells	1,000,000	1,000,000	500,000	-	500,000	-
Water Impact Fee Update		-	-	-	-	-
Total	\$ 30,500,000	\$ 27,400,000	\$ 13,700,000	\$ -	\$ 13,700,000	\$ -

(1) Per OJD Engineers

(2) Per discussions with City staff and City files

City of Wolfforth - 2023 Water Impact Fee Study
 Capital Improvement Plan for Impact Fees
 Credit Determination
 Water Service Area

<u>Year</u>	<u>Eligible Revenue Funded Cost ⁽¹⁾</u>	<u>Annual Service Units</u>	<u>Eligible Debt Service per Service Unit</u>	<u>Annual Growth in Service Units (Cumulative)</u>	<u>Credit for Annual Utility Rate Revenues</u>
1	\$ 207,338	2,753	\$ 75.32	406	\$ -
2	264,258	3,159	83.66	812	-
3	780,298	3,565	218.90	1,218	-
4	831,902	3,971	209.52	1,624	-
5	913,632	4,377	208.76	2,030	-
6	913,632	4,782	191.04	2,435	-
7	913,632	5,188	176.09	2,841	-
8	913,632	5,594	163.32	3,247	-
9	913,632	6,000	152.27	3,653	-
10	913,632	6,406	142.62	4,059	-
11	913,632	6,406	142.62	4,059	-
12	913,632	6,406	142.62	4,059	-
13	913,632	6,406	142.62	4,059	-
14	913,632	6,406	142.62	4,059	-
15	913,632	6,406	142.62	4,059	-
16	913,632	6,406	142.62	4,059	-
17	913,632	6,406	142.62	4,059	-
18	913,632	6,406	142.62	4,059	-
19	913,632	6,406	142.62	4,059	-
20	913,632	6,406	142.62	4,059	-
21	913,632	6,406	142.62	4,059	-
22	913,632	6,406	142.62	4,059	-
23	913,632	6,406	142.62	4,059	-
24	913,632	6,406	142.62	4,059	-
25	913,632	6,406	142.62	4,059	-
26	913,632	6,406	142.62	4,059	-
27	913,632	6,406	142.62	4,059	-
28	913,632	6,406	142.62	4,059	-
29	913,632	6,406	142.62	4,059	-
30	913,632	6,406	142.62	4,059	-
31	706,294	6,406	110.26	4,059	-
32	649,374	6,406	101.37	4,059	-
33	133,334	6,406	20.81	4,059	-
34	81,730	6,406	12.76	4,059	-
35	-	6,406	-	4,059	-
36	-	6,406	-	4,059	-
37	-	6,406	-	4,059	-
38	-	6,406	-	4,059	-
39	-	6,406	-	4,059	-
Total	\$ 27,408,963				\$ -

2022 Service Units ⁽²⁾	2,347
Ten Year Growth in Service Units ⁽²⁾	4,059
	<u>10 years</u>
Annual Growth in Service Units	406
Credit Amount	\$ -

(1) Water Appendices - page 4 Section II
 (2) Per discussions with City Staff

Potential Impact Fee Schedule

Task	Action Item	Staff	Council	CIAC	Legal	Engineering	Financial	Current Status / Anticipated Date
CALCULATION PROCESS								
1	Complete Impact Fee Draft Report					X	X	Completed
2	City Complete Review of Draft Report	X						Completed
CIAC PROCESS								
1	Council Designates Capital Improvement Advisory Committee (CIAC)	X	X		X			July 10th
2	<i>Complete agenda item(s) before meeting</i>	X			X			July 5th
3	CIAC Meeting to Present LUA, CIP and Impact Fee	X		X		X	X	TBD
4	<i>Complete agenda item(s) before meeting</i>	X			X			TBD
5	CIAC Review of LUA, CIPs, and Impact Fees Formalize Comments to Council	X		X		X	X	TBD
6	<i>Complete agenda item</i>	X			X			TBD
7	CIAC Submit Written Comments to Council (5 Days before Public Hearing)	X		X				5 Days before November 6th

Potential Impact Fee Schedule

Task	Action Item	Staff	Council	CIAC	Legal	Engineering	Financial	Current Status / Anticipated Date
ADOPTION PROCESS								
1	Council Meeting - Review LUAs, CIP, and Set Public Hearing Date	X	X		X	X	X	July 31st
2	<i>Complete agenda item(s) before meeting</i>	X			X			July 26th
3	Advertise Public Hearing Date for Consideration of LUAs and CIPs (Must be 30 days before Public Hearing)	X			X			No later than August 14th
4	<i>Advertisement to the newspaper</i>	X			X			August 7th
5	Council Public Hearing and Approval of LUAs and CIPs (Must be at least 30 days after Notice)	X	X		X	X	X	September 18th
6	<i>Complete agenda item(s) before meeting</i>	X			X			September 13th
7	Council Meeting - Review Impact Fee Calculation and Set Public Hearing Date	X	X		X	X	X	September 18th
8	<i>Complete agenda item(s) before meeting</i>	X			X			September 13th
9	Advertise Public Hearing Date for Adoption and Consideration of Impact Fees (Must be 30 days before Public Hearing)	X			X			No later than October 13th
10	<i>Advertisement to the newspaper</i>	X			X			October 6th
11	Council Public Hearing and Approval of Impact Fees (Must be at least 30 days after Notice)	X	X		X	X	X	November 6th
12	<i>Complete agenda item(s) before meeting</i>	X			X			November 1st
13	Develop/Adopt Impact Fee Ordinance (must be within 30 days of Public Hearing)	X	X		X	X	X	November 6th
14	<i>Complete agenda item(s) before meeting</i>	X			X			November 1st

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on report from the Wolfforth Water Conservation Committee, presented by Steve Haynes, Committee Chair

INITIATOR/STAFF INFORMATION SOURCE

Randy Criswell, City Manager

BACKGROUND

Mr. Steve Haynes, Chair of the Wolfforth Water Conservation Committee, will present a report from the Committee.

EXHIBITS

COUNCIL ACTION/STAFF RECOMMENDATION

Recommendation will be provided upon receipt of the proposal.

AGENDA ITEM COMMENTARY

ITEM TITLE

Consider and take appropriate action on report pertaining to Police Department salaries.

INITIATOR/STAFF INFORMATION SOURCE

Randy Criswell, City Manager

BACKGROUND

In May, you directed staff to prepare a detailed proposal to address recruitment/retention issues within the Wolfforth PD. At that time, we advised you our salary structure for law enforcement was non-competitive, thereby creating difficulty in recruiting and retaining officers.

In response to your directive, we are prepared to present a recommendation for your consideration. At the time of the preparation of this item, staff is still working on finalizing the recommendations, so they won't be in your agenda packet.

EXHIBITS

None

COUNCIL ACTION/STAFF RECOMMENDATION

Staff will be prepared to make a recommendation.