



CITY COUNCIL MEETING

December 15, 2025 at 6:00 PM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

AGENDA

CALL MEETING TO ORDER

INVOCATION - Councilmember Worley

PLEDGE OF ALLEGIANCE - Mayor Pro Tem Cooper

ROLL CALL AND ESTABLISH A QUORUM

SAFETY REVIEW

CITIZEN ENGAGEMENT

This is an opportunity for the public to address the City Council regarding an item on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing begins. Citizen comments are limited to three (3) minutes per speaker, unless the speaker requires the assistance of a translator, in which case the speaker is limited to six (6) minutes, in accordance with applicable law. Each speaker shall approach the designated speaker location, complete the citizen engagement 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 #1

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 December 1, 2025 City Council Meeting Minutes
- [2.](#) Reminder of important deadlines for May 2, 2026, General Election Calendar
- [3.](#) Consider and take appropriate action on Resolution 2025-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS,
AUTHORIZING EXECUTION OF A CONTRACT FOR ELECTION SERVICES WITH
LUBBOCK COUNTY FOR ELECTIONS HELD THROUGH SEPTEMBER 30, 2026.

CONSENT AGENDA #2

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.

4. Consider and take appropriate action on Payment Request #12 from Landmark Structures for the Alcove EST Construction
5. Consider and take appropriate action on Payment Request #10 from UCA for the Lubbock North Interconnect Construction
6. Consider and take appropriate action on Payment Request #10 (Final Payment) from UCA for the Loop 88 East Water Supply Construction.

REGULAR SESSION

7. PUBLIC HEARING: Consider and take appropriate action on public hearing on amendment of the Tax Increment Reinvestment Zone boundaries and Tax Increment Reinvestment Zone plan.

A public hearing is held by the governing body in order for the public to hear the facts and offer their opinions. The governing body is not obligated to engage in dialogue with those present.

8. Consider and take appropriate action on Tax Increment Reinvestment Board position.
9. Consider and take appropriate action on Resolution No. 2025-054
Authorizing Kimley Horn to perform engineering services for Lubbock sewer interconnect.
10. Consider and take appropriate action on Resolution 2025-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS
APPROVING SHEPHERD MEDICAL TRANSPORT, LLC TO OPERATE WITHIN THE
CITY OF WOLFFORTH; AND PROVIDING AN EFFECTIVE DATE

EXECUTIVE SESSION

In accordance with Texas Government Code, section 551-001, et seq., the City Council will recess into executive session (closed meeting) to discuss the following:

11. 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. (i) Retail Agreement

RECONVENE INTO OPEN SESSION

In accordance with Texas Government Code, chapter 551, the City Council will reconvene into regular session to consider action, if any, on matters discussed in executive session.

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURN

RIGHT TO ENTER EXECUTIVE SESSION:

The City Council for 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).

In accordance with the Americans with Disability Act any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Secretary at 806-855-4120 or send written request to P.O. Box 36 Wolfforth Texas 79382 at least 48 hours in advance of the meeting date.

Certification

I, the undersigned authority do hereby certify that the Notice of Meeting was posted at City Hall of the City of Wolfforth, Texas on December 9, 2025, at 5:00 p.m.

/s/ Terri Robinette, City Secretary



CITY COUNCIL MEETING

December 01, 2025 at 6:00 PM

WolfForth City Hall - 302 Main Street WolfForth, TX

MINUTES

CALL MEETING TO ORDER

Meeting was called to order at 6:00 PM by Mayor Pro Tem Cooper

INVOCATION - Councilmember McDonald

PLEDGE OF ALLEGIANCE - Councilmember Worley

ROLL CALL AND ESTABLISH A QUORUM

SAFETY REVIEW

CITIZEN ENGAGEMENT

This is an opportunity for the public to address the City Council regarding an item on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing begins. Citizen comments are limited to three (3) minutes per speaker, unless the speaker requires the assistance of a translator, in which case the speaker is limited to six (6) minutes, in accordance with applicable law. Each speaker shall approach the designated speaker location, complete the citizen engagement 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.

There were no public comments.

CONSENT AGENDA #1

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.

Motion to approve Consent Agenda #1

(unapproved draft)

Motion made by Councilmember Place 4 McDonald, Seconded by Councilmember Place 2 Houck.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 3 Stout, Councilmember Place 4 McDonald

1. Consider and take appropriate action on City Council Meeting Minutes from November 3 and November 17, 2025.
2. Consider and take appropriate action on October 2025 Departmental Reports
3. Consider and take appropriate action on Resolution 2025-052 Second Reading

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH
 AUTHORIZING THE ECONOMIC DEVELOPMENT CORPORATION TO ISSUE AN
 INCENTIVE FOR CONSTRUCTION OF A RETAIL GROCERY STORE AND RELATED
 INFRASTRUCTURE TO UNITED SUPERMARKETS, LLC.

REGULAR SESSION

4. PUBLIC COMMENT: Receive public comment pertaining to Stormwater Management Program.

Public comment was opened at 6:02 PM

There were no public comments

Public comment was closed at 6:02 PM

5. Consider and take appropriate action on Frenship Youth Baseball annual report

Cary Sallee presented the Annual Frenship Youth Baseball report to the City Council. Spring League served 1,032 players and 9 weekend tournaments were held between March and October. Field improvements include new sod on fields 4 & 5 and overseeding in October 2025. Fields have also been leveled.

Improvements needed include LED lights, concrete walkways and driveways and paved parking. Priority would be on the concrete walkways between field as this would also help water run off toward Patterson Park.

Motion to accept report as presented.

Motion made by Councilmember Place 2 Houck, Seconded by Councilmember Place 3 Stout.
 Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 3 Stout, Councilmember Place 4 McDonald

(unapproved draft)

6. Consider and take appropriate action on request from Public Utility Commission for City of Wolfforth to accept Temporary Manager appointment for Casey Home Estates Water System
- The Public Utility Commission of Texas has approached the City of Wolfforth for appointment as Temporary Manager of the Casey Home Estates Water Utility located south of town on FM 179. Compensation would be \$15 per month per connection. The temporary manager could also apply for a temporary rate increase under PUCT rules.

City Manager Randy Criswell recommended to the Council that the request be denied. The current cost of water to those customers, including the \$15 per month per connection that the PUC would pay the City, is not enough to operate that system.

Motion to decline the appointment of Temporary Manager for the Casey Home Estates Water Utility.

Motion made by Councilmember Place 3 Stout, Seconded by Councilmember Place 2 Houck.
Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 3 Stout, Councilmember Place 4 McDonald

7. Consider and take appropriate action on proposals for Monument Signage at City Hall and City Library

Designs for signage to be located at City Hall and the Library were shown to Council. These signs are a combination of a message board, lighting and stone and would be movable in the event locations change in the future. Hotel Occupancy Tax dollars can be spent on the signs.

Motion to authorize the City Manager to negotiate and execute agreements to construct monument signs at City Hall and the Library, up to \$250,000.

Motion made by Councilmember Place 4 McDonald, Seconded by Councilmember Place 2 Houck.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 3 Stout, Councilmember Place 4 McDonald

8. Consider and take appropriate action on Resolution No. 2025-054

Authorizing Kimley Horn to perform engineering services for Lubbock sewer interconnect.

Motion to table to the December 15, 2025 meeting.

(unapproved draft)

Motion made by Councilmember Place 4 McDonald, Seconded by Councilmember Place 3 Stout.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 3 Stout, Councilmember Place 4 McDonald

9. Consider and take appropriate action on presentation of recommendations from Traffic Impact Analysis for the United development

City Manager Randy Criswell presented the complete Traffic Impact Analysis performed by Kimley Horn on the United Development property. A TIA looks at the traffic impacts of development and future development including traffic counts and level of service measured on an A-F scale. There were 4 recommendations made by engineers

Drive #1 will predominantly be a truck entrance and not for customers and no recommendations were made.

Drive #2 could become a main entrance into the development and engineers recommend a dedicated right lane on north bound Cambridge Ave

Drive #3's recommendation is a dedicated right turn lane west bound on Donald Preston Drive at Cambridge Ave. Drainage and numerous underground utilities are in this location making this a difficult project.

Recommendations for drive #4 adds a drive approximately 200 ft east of the current C-store entrance and includes a dedicated right-turn lane for west bound traffic

Final recommendation is an acceleration lane at Alcove Ave onto Marsha Sharp Freeway access road.

The City Manager concurs with the recommendation for Drive #4. This includes a new access to the development farther east along Donald Preston Drive and a dedicated right turn lane.

Estimated cost is \$106,000 to be added to the already scheduled rehabilitation of Donald Preston Drive and paid from Certificate of Obligation 2025 issue.

United is on board to help the City facilitate this additional right turn lane in regards to right of way, drainage etc.

Councilmember Houck is supportive of option 4 and thinks the right turn lane will be helpful now and in the future for west bound traffic. He also believes option 3 will become a more used entrance than option 2

(unapproved draft)

Councilmember Stout agrees that entrance 4 will be the most used.

Councilmember McDonald thinks a right turn lane will also help with Bennett Elementary traffic.

Motion to accept the TIA as presented and have construction of a right turn lane at drive #4 dedicated to the 2025 CO project.

Motion made by Councilmember Place 4 McDonald, Seconded by Councilmember Place 2 Houck.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 3 Stout, Councilmember Place 4 McDonald

10. Consider and take appropriate action on Capital Improvements Plan progress update from City Manager

City Manager Randy Criswell presented a progress report on the CIP over the last 2 years. All projects on the initial \$12.5 million phase one CIP are either complete or under construction.

Elevated Storage Tank is 500,000 gallons with an original budget of \$6.5 million. That project is \$1 million under budget and remains on schedule to be in-service by February.

The EST Distribution line project had an original budget of \$1.5 million. That project is complete and had a \$222,657 budget surplus.

Lubbock North Interconnect is \$1 million over budget with actual cost of \$3.1 million.

Remaining items include site work and fencing and commissioning of the tank. Tank will come online on June 1, 2026

Loop 88 East is ready for water. Budget of \$1 million with actual cost of \$1.3 million. Pump station is complete.

EDR #2 design is complete and submitted to TCEQ and is on budget. Construction of the project itself will be deferred as long as possible.

Harvest wells are online and Overlook wells are close to complete and under the TCEQ approval process. Both projects are on budget.

Total budget for Phase One should finish just under budget and has a substantial amount of interest income as well. Phase 2 projects total \$2 million and fund balance from Phase One may

(unapproved draft)

be used to partially fund that phase. Phase Three currently has an \$18.37 million budget and includes Loop 88 North projects, and an EDR #1 Pump Station and 12inch transmission line.

At this time, the City is ahead of the needed water for a significant amount of time into the future.

The Council took no action.

11. Consider and take appropriate action on 2026 City Council Calendar

Motion to only have 1st Monday meetings in January and February 2026.

Motion made by Councilmember Place 4 McDonald, Seconded by Councilmember Place 2 Houck.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 3 Stout, Councilmember Place 4 McDonald

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURN

Motion to adjourn at 7:14 PM

Motion made by Councilmember Place 4 McDonald, Seconded by Councilmember Place 1 Cooper.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 3 Stout, Councilmember Place 4 McDonald

PASSED AND APPROVED THIS 15TH DAY OF DECEMBER 2025

Charles Addington, II, Mayor
City of Wolforth, Texas

ATTEST:

Terri Robinette, City Secretary



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	January 5, 2026
ITEM TITLE:	Reminder of important deadlines for May 2, 2026, General Election Calendar
STAFF INITIATOR:	Terri Robinette, City Secretary

BACKGROUND:

Mayor and Council, I have included some important dates for the General Election to be held on May 2, 2026, to include seats for Councilmember Place 1, Councilmember Place 2 and Mayor.

January 14 – First day to file for a place on the General Election Ballot

February 13 – Last day to file for a place on the General Election Ballot

April 2 – Last day to register to vote

April 20 – First Day of Early Voting

April 28 – Last Day of Early Voting

Saturday, May 2 – Election Day

Over the next several Council meetings, we will have more election related items for your consideration including the Ordinance calling the May 2, 2026, General Election

EXHIBITS:

COUNCIL ACTION/STAFF RECOMMENDATION:

No action needed



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	December 15, 2025
ITEM TITLE:	Consider and take appropriate action on Resolution 2025-055 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT FOR ELECTION SERVICES WITH LUBBOCK COUNTY FOR ELECTIONS HELD THROUGH SEPTEMBER 30, 2026.
STAFF INITIATOR:	Terri Robinette, City Secretary

BACKGROUND:

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

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

EXHIBITS:

Resolution

Contract for Election Services with Lubbock County for Joint Election in FY 2026

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends approval of Resolution

RESOLUTION 2025-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT FOR ELECTION SERVICES WITH LUBBOCK COUNTY FOR ELECTIONS HELD THROUGH SEPTEMBER 30, 2026.

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

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

WHEREAS, the City of Wolfforth desires to contract with the Lubbock County election officer for election services for any City elections to be held through September 30, 2026; and

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

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

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

THAT the City Council of the City of Wolfforth hereby authorizes and directs the Mayor to execute the attached Contract for Election Services and any associated documents with Lubbock County for election services through September 30, 2026; and

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

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

Passed by vote and approved this 15th day of December 2025.

CHARLES ADDINGTON, II, MAYOR

ATTEST:

Terri Robinette, City Secretary

DRAFT

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

**CONTRACT FOR ELECTION SERVICES WITH LUBBOCK COUNTY, TEXAS
FOR ALL JOINT ELECTIONS IN LUBBOCK COUNTY FISCAL YEAR 2026**

THIS CONTRACT made by and between LUBBOCK COUNTY, TEXAS, acting by and through Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, hereinafter referred to as “The Elections Administrator” (who has been duly qualified and bonded as provided for under law) and City of Wolfforth, a governmental entity organized under the laws of the State of Texas, hereinafter referred to as the “Entity” and by the authority of Section 31.092(a) of the Texas Election Code for the conduct and supervision of the Entity’s elections held during Lubbock County’s Fiscal Year, October 1, 2025, through September 30, 2026. The Entity joins with any such other governmental units as are eligible and desire to conduct a joint election, as may be expressed by order, resolution or other official action of each of the governmental units. In the case of an Entity which is a school district, a joint election will be conducted with one or more municipalities, and/or with Lubbock County, Texas, in compliance with the requirements for school districts set forth in Chapter 11, Subchapter C, Section 11.01, of the Texas Education Code.

RECITALS

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

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

The County owns the Hart InterCivic Verity Duo Version 2.7 Voting system which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and the Entity desires to use the County’s electronic voting system in its election and to compensate the County for such use.

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

I. ADMINISTRATION

The Lubbock County Elections Administrator shall assist, coordinate, supervise, and handle all aspects of administering the election as provided in this Contract in a manner consistent with all relevant law, codes, rules and regulations, including, without limitations, those functions set forth in

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

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

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

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

IV. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

Lubbock County shall be responsible, on behalf of the Entity, for the initial selection of the presiding election judges and alternate election judges for the Entity's election. The Elections

Administrator shall provide to the Entity a list of presiding judges and alternate judges for its election who shall be appointed by the Entity as required by law.

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

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

The Entity will be charged \$15.00 an hour for each hour worked by the Presiding Election Judge and \$13.00 an hour for each hour worked by each Alternate Judge and Election Clerk, or at the rate set by the Lubbock County Commissioners Court which is current at the time of the election, whichever is higher. The Entity will be charged an additional \$25.00 flat rate compensation to each Election Judge for returning the supplies, the Judge's Verity Duo Scanner, and the voted thermal paper ballots to the Central Counting Station after the polls close on Election Day. The Entity will be charged \$15.00 per hour for each hour worked by the Phone Bank Technical Assistant. The Entity will be charged the cost for salary reimbursement for each hour worked by employees of the Lubbock County IT Department providing technical assistance, plus mileage at the rate adopted by the Lubbock County Commissioners Court, currently \$.70 for each mile traveled by each Early Voting Troubleshooter as per IR-2024-312. This rate is subject to change without notice at any time based on Lubbock County Commissioners Court action.

For any uniform election, the Entity will be charged \$15.00 an hour for each hour worked by the Presiding Election Judge and \$13.00 an hour for each hour worked by each Alternate Judge and Election Clerk, or at the rate set by the Lubbock County Commissioners Court, which is current at the time of the election, whichever is higher. The Entity will be charged an additional \$25.00 flat rate compensation to each Election Judge for returning the supplies, the Judge's Verity Duo Scanner, and voted thermal paper ballots to the Central Counting Station after the polls close on Election Day. For any party based election, the Entity will be charged \$15.00 an hour for each hour worked by the Presiding Election Judge and \$15.00 an hour for each hour worked by each Alternate Judge and \$13.00 an hour worked by the Election Clerk, or at the rate set by the Lubbock County Commissioners Court, which is current at the time of the election, whichever is higher. The Entity will be charged an additional \$25.00 flat rate compensation to each Election Judge for both picking up and returning the supplies, the Judge's Verity Duo Scanner, and voted thermal paper ballots to the Central Counting Station after the polls close on Election Day. The total fee charged is \$50 per each Election Day location. The Entity will be charged \$15.00 per hour for each hour worked by the Phone Bank Technical Assistant. The Entity will be charged the hourly rate for each hour worked by

employees of the Lubbock County IT Department providing technical assistance, plus mileage at the rate adopted by the Lubbock County Commissioners Court, currently \$.70 for each mile traveled by each Early Voting Troubleshooter as per IR-2024-312. This rate is subject to change without notice at any time based on Lubbock County Commissioners Court action.

The Entity will be charged \$15.00 per hour for each hour worked by each Deputy Early Voting Clerk (Lead Clerk). For party based elections, there will be two lead clerks. The Entity will be charged \$13.00 per hour for each hour worked by each Deputy Early Voting Alternate Lead Clerk and Clerks. If the Lubbock County Commissioners Court authorizes an increase in pay for either clerk, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election. . The Entity will be charged \$15.00 per hour for each hour worked by the Phone Bank Technical Assistant. The Entity will be charged the cost for salary reimbursement for each hour worked by employees of the Lubbock County IT Department providing technical assistance, plus mileage at the rate adopted by the Lubbock County Commissioners Court, currently \$.70 for each mile traveled by each Early Voting Troubleshooter as per IR-2024-312. This rate is subject to change without notice at any time based on Lubbock County Commissioners Court action.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. For any uniform election, the Entity will be charged \$15.00 per hour for each hour worked by the Early Voting Ballot Board Judge and \$13.00 per hour for each hour worked by the Early Voting Ballot Board Alternate Judge and Clerks. The Entity will be charged \$15.00 per hour for each hour worked by the Central Count Judge and \$13.00 per hour for each hour worked by the Central Count Alternate Judge. For any party based election, the Entity will be charged \$15.00 per hour for each hour worked by the Early Voting Ballot Board Judge and the Early Voting Ballot Board Alternate Judge, and \$13.00 per hour for each hour worked by the Clerks. Overtime will be charged for all positions. The Entity will be charged \$15.00 per hour for each hour worked by both Central Count Judges appointed by each party. If the Lubbock County Commissioners Court authorizes an increase in pay for either the clerks or judges, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election. The Entity will be billed \$14.00 per hour for each hour worked by part-time personnel working in support of the Central Counting Station on election night. Part-time personnel working in support of the Central Counting Station on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

The Entity will be charged \$15.00 for each hour of training for all election workers (including Judges, Alternate Judges, Clerks, Phone Bank Operators and Troubleshooters). For any county employees, the Entity will be charged for any time worked outside of normal business hours and days (8:00 a.m. – 5:00 p.m. weekdays, excluding holidays) at the rate of the actual hourly rate per employee.

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

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

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

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

V. SUPPLIES AND PRINTING

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

The Entity shall furnish to the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Elections Administrator as soon as possible after the Entity has determined ballot positions. The Entity shall

be responsible for proofreading and approving the official ballot before printing as well as approving the ballot screen prompts and audio recordings for the Direct Recording Electronic voting devices in both English and Spanish.

VI. EARLY VOTING

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

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

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

The Elections Administrator shall provide the Entity with a copy of the early voting report of how many voters checked-in at the polls on a daily basis and a cumulative final early voting report following the election. The Entity will be responsible for releasing any early voting report numbers to Officials of the Entity. The Entity will also be responsible for releasing early voting report numbers to the general public and candidates of the Entity, if requested. The Elections Administrator will be responsible to release the number of people who check-in at the polls each day of early voting to the media. The Elections Administrator will be responsible for posting the daily early voting rosters in person and by mail pursuant to Section 87.121 of the Texas Election Code

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

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board and, if needed, a Signature Verification Committee shall be created to process early voting results from the Entity's election. The county chair of the political party whose candidate for governor received the highest number of votes in the county in the 2022

gubernatorial election shall appoint the Presiding Judge of the Early Voting Ballot Board. The county chair of the political party whose candidate for governor received the second highest number of votes in the county in the 2022 gubernatorial election shall appoint the Alternate Presiding Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots. The Entity will be charged **\$15.00** per hour for each hour worked by the Early Voting Ballot Board Judge and if needed, **\$15.00** per hour plus markup for the Signature Verification Committee Judge as referenced in Exhibit B attached hereto. The Entity will be charged **\$13.00** per hour for each of the other members of the Early Voting Ballot Board and Signature Verification Committee, as referenced in Exhibit B attached hereto. For any party based election, the Entity will be charged **\$15.00** per hour for each hour worked by the Early Voting Ballot Board Judge and if needed, **\$15.00** per hour plus markup for the Signature Verification Committee Judge and Signature Verification Committee Alternate Judge as referenced in Exhibit B attached hereto. The Entity will be charged **\$13.00** per hour for each of the other members of the Early Voting Ballot Board and Signature Verification Committee, as referenced in Exhibit B attached hereto. If the Lubbock County Commissioners Court authorizes an increase in pay for any judge or member of the Early Voting Ballot Board and Signature Committee, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

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

Pursuant to Sec. 32.002 and 127.005, the County Chairs of the political parties whose candidate for governor received the highest and second highest number of votes in the county in the 2022 gubernatorial election will submit the names of persons who are eligible to serve as the Central Count Station Presiding Judge and the Alternate Judge to the Commissioners Court. The Commissioners Court must appoint the person who's name appears at the top of the list submitted by the political party who's gubernatorial candidate received the most votes in the 2022 election in the county to be Presiding Judge and the person whose name appears at the top of the list submitted by the political party whose gubernatorial candidate received the second most votes in the 2022 election in the county to be the Alternate Judge.

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

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

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

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

IX. POST-ELECTION HAND COUNT AUDIT

As prescribed by Texas Election Code Sec. 127.201, a manual count of all the races in at least one percent of the election day polling locations and one percent of the early voting locations or in three election day polling locations and three early voting locations, whichever is greater, in which the electronic voting system was used, shall be conducted. A manual count of all the races contained on the ballots by mail in at least one percent of the precincts in which a ballot by mail was cast and in which the ballots were counted using automatic tabulating equipment, or in three precincts in which a ballot by mail was cast and in which the ballots were counted using automatic tabulating equipment, whichever is greater, shall be conducted. The Entity elects for the Elections Administrator to conduct the manual hand count audit on behalf of the entity. The Elections Administrator shall select the polling locations and precincts at random and shall begin the count not later than 72 hours after the polls close. The count shall be completed not later than the 21st day after election day.

X. ELECTION EXPENSE AND ALLOCATION OF COSTS

Any elections held by the Entity will be at the expense of the Entity. In the case of joint elections, common expenses will be divided between the parties on a *pro rata* basis, calculated using the number of registered voters in each entities jurisdiction. The Entity agrees to reimburse Lubbock County for the actual costs of administering its election including, but not limited to, the actual costs of supplies, printing, programming, personnel, and polling place rental fees. The Entity agrees to reimburse Lubbock County for overtime wages and benefits paid to the permanent employees of the Elections Administrator for contractual duties performed outside the normal business hours of Lubbock County in accordance with Section 31.100(e) of the Texas Election Code. The Entity further agrees to pay Lubbock County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

XII. RECORDS OF THE ELECTION

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

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

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

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

XIII. RECOUNTS

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

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

XIV. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

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

XV. MISCELLANEOUS PROVISIONS

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

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

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

precipitated such legal action. Likewise, if it is determined that the actions of Lubbock County or the Lubbock County Elections Administrator or any additional election personnel engaged by the County resulted in legal action against the Entity, then Lubbock County shall provide, at its own expense, legal representation for the Entity as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the Entity or another Entity participating in the election has precipitated such legal action.

The County and the Entity agree that under the Constitution and laws of the State of Texas, neither the County nor the Entity can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

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

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

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

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

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

XVI. FINANCIAL OBLIGATION AND PAYMENT

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

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

- (1) It has on the _____ day of _____, 2025, been executed on behalf of Lubbock County by the Elections Administrator pursuant to the Texas Election Code, so authorizing;
- (2) It has on the _____ day of _____, 2025, been executed on behalf of the Entity by its _____, pursuant to the authority of the _____, so authorizing;

FOR CITY OF WOLFFORTH (“THE ENTITY”):

Charles Addington, II, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

Attorney for the Entity

=====

FOR LUBBOCK COUNTY:

CONTRACTING OFFICER

APPROVED AS TO FORM:

Roxzine Stinson
Elections Administrator

Jennifer Irlbeck
Assistant Criminal District Attorney,
Civil Division

Lubbock County Election Services Contract
EXHIBIT A
Responsibilities of the Parties

I. Early Voting

A. Lubbock County Elections Administrator's Responsibilities:

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

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

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

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

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

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

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

B. Responsibilities of Participating Entities:

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

2. Each of the Entities agrees to conduct its early voting jointly. Each of the Entities hereby appoints Roxzine Stinson, in her capacity as Elections Administrator and Early Voting Clerk for Lubbock County, as the Joint Early Voting Clerk for the Joint elections. Early voting for

the Entities shall be conducted at the dates, times and locations to be mutually agreed upon by the Joint Election Officer and authorized and ordered by the governing body of each participating Entity.

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

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

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

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

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

II. Election Day

A. Lubbock County Elections Administrator's Responsibilities:

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

2. County party chairs shall designate the Presiding Election Judge and the Alternate Presiding Election Judge to administer the election in each Vote Center. The Elections Administrator shall forward such information to the participating Entities to allow the governing bodies of the respective participating Entities to enter appropriate orders designating such officials prior to the election. The Presiding Election Judge and Alternate Presiding Election Judge shall be qualified voters of the Lubbock County Vote Centers in which the joint election is held. All Election Workers shall be compensated at the rate

established hereafter by Lubbock County. Compensable hours shall be determined in accordance with provisions of the Texas Election Code and other applicable laws.

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

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

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

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

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

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

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

B. Participating Entities Responsibilities:

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

III. Election Night

A. Elections Administrator Responsibilities:

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

B. Entity Responsibility:

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

AGENDA ITEM COMMENTARY



MEETING NAME:	City Council
MEETING DATE:	December 15th 2025
ITEM TITLE:	Consider and take appropriate action on Payment Request #12 from Landmark Structures for the Alcove EST Construction
STAFF INITIATOR:	Randy Hall

BACKGROUND:

Council, work completed by Landmark this Pay Request includes concrete crew mobilization and install entry drive, generator pad, and valve top outs, complete mechanical chamber plumbing with pressure and Bac-T testing, SitePro install SCADA and electrical (80%), install overhead door, and install pier footings for pole lighting. Anticipated work to be performed next pay request include, installation of man door, installation of generator, site and directional lighting, additional site electrical, and pad prep and resurface.

Landmark Structures Pay Request #12 has been received and is Attached as an exhibit to this item.

The Breakdown is as Follows:

- a. Original Contract Amount: \$4,852,000.00
 - b. Work Performed this Pay Request: \$358,657.00
 - c. Materials Stored: \$0.00
 - d. Total Work Performed + Materials Stored: \$4,490,807.00
 - e. Retainage: \$224,540.35
 - f. Paid Previous Applications: \$3,925,542.50
- Amount Due: (d-e-f) \$340,724.15

EXHIBITS:

Landmark Structures Pay Request #12 for The Alcove EST Construction.

Progress Photos

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommend payment as requested.

Item # 4.

TO OWNER/CLIENT:

City of Wolfforth, Texas
302 Main St.
Wolfforth, Texas 79382

PROJECT:

1854 - 1854 Wolfforth TX - 0.5 MG CET
10408 Alcove Ave.
Wolfforth, Texas 79382

APPLICATION NO: 12

INVOICE NO: 12

PERIOD: 10/26/25 - 11/25/25

OWNER'S CONTRACT NO:

CONTRACT DATE:

FROM CONTRACTOR:

Landmark Structures
3120 Sabre Dr. Suite 350
Southlake, Texas 76092

VIA ARCHITECT/ENGINEER:

Marcus Michalewicz, P.E. (Kimley Horn)
4411 98th Street, Ste. 300
Lubbock, Texas 79424

CONTRACT FOR: 1854 Wolfforth TX - 0.5 MG CET Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

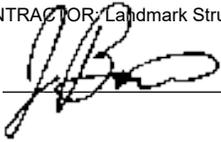
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$4,852,000.00
2. Net change by change orders	\$77,004.00
3. Contract Sum to date (Line 1 ± 2)	\$4,929,004.00
4. Total completed and stored to date (Column G on detail sheet)	\$4,490,807.00
5. Retainage:	
a. 5.00% of completed work	\$224,540.35
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$224,540.35
6. Total earned less retainage (Line 4 less Line 5 Total)	\$4,266,266.65
7. Less previous certificates for payment (Line 6 from prior certificate)	\$3,925,542.50
8. Current payment due:	\$340,724.15
9. Balance to finish, including retainage (Line 3 less Line 6)	\$662,737.35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$39,700.00	\$0.00
Total approved this month:	\$37,304.00	\$0.00
Totals:	\$77,004.00	\$0.00
Net change by change orders:	\$77,004.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Landmark Structures

By:  Date: 11/24/2025

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$340,724.15

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By:  Date: 2025-11-25

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 12

APPLICATION DATE: 11/25/2025

PERIOD: 10/26/25 - 11/25/25

Item # 4.

Contract Lines

ITEM NO.	DESCRIPTION OF WORK	C				D		E		G		H	I
		SCHEDULED VALUE				WORK COMPLETED		TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE		
		UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD						
1	1.01 Bonds and Insurance	LS	1.0	\$140,900.00	\$140,900.00	\$140,900.00	\$0.00	\$140,900.00	100.00%	\$0.00	\$7,045.00		
2	1.02 Engineering - Elevated Tank - Steel Tank	LS	1.0	\$96,500.00	\$96,500.00	\$96,500.00	\$0.00	\$96,500.00	100.00%	\$0.00	\$4,825.00		
3	1.03 Engineering - Elevated Tank - Foundation / Basis	LS	1.0	\$90,700.00	\$90,700.00	\$90,700.00	\$0.00	\$90,700.00	100.00%	\$0.00	\$4,535.00		
4	1.04 Engineering - Elevated Tank - Pedestal	LS	1.0	\$88,900.00	\$88,900.00	\$88,900.00	\$0.00	\$88,900.00	100.00%	\$0.00	\$4,445.00		
5	1.07 Mobilize	LS	1.0	\$193,500.00	\$193,500.00	\$135,450.00	\$0.00	\$135,450.00	70.00%	\$58,050.00	\$6,772.50		
6	1.09 Commissioning & Startup	LS	1.0	\$4,500.00	\$4,500.00	\$0.00	\$4,500.00	\$4,500.00	100.00%	\$0.00	\$225.00		
7	2.01 Erosion Control	LS	1.0	\$12,600.00	\$12,600.00	\$12,600.00	\$0.00	\$12,600.00	100.00%	\$0.00	\$630.00		
8	2.02 Clearing /Grading/ Access road	LS	1.0	\$189,900.00	\$189,900.00	\$189,900.00	\$0.00	\$189,900.00	100.00%	\$0.00	\$9,495.00		
9	2.04 Temporary Fence	LS	1.0	\$16,700.00	\$16,700.00	\$16,700.00	\$0.00	\$16,700.00	100.00%	\$0.00	\$835.00		
10	2.06 Initial Site /Tank Surveying	LS	1.0	\$8,700.00	\$8,700.00	\$8,700.00	\$0.00	\$8,700.00	100.00%	\$0.00	\$435.00		
11	3.03 Foundation - Excavation	LS	1.0	\$79,500.00	\$79,500.00	\$79,500.00	\$0.00	\$79,500.00	100.00%	\$0.00	\$3,975.00		
12	3.05 Foundation - Spread Foundation	LS	1.0	\$166,600.00	\$166,600.00	\$166,600.00	\$0.00	\$166,600.00	100.00%	\$0.00	\$8,330.00		
13	3.06 Foundation - Backfill Exterior	LS	1.0	\$29,600.00	\$29,600.00	\$29,600.00	\$0.00	\$29,600.00	100.00%	\$0.00	\$1,480.00		
14	4.01 Concrete Pedestal - Lifts 1 / Crane / Scaffold	LS	1.0	\$300,700.00	\$300,700.00	\$300,700.00	\$0.00	\$300,700.00	100.00%	\$0.00	\$15,035.00		
15	4.02 Concrete Pedestal - Lifts 2-3	PC	2.0	\$177,900.00	\$355,800.00	\$355,800.00	\$0.00	\$355,800.00	100.00%	\$0.00	\$17,790.00		
16	4.03 Concrete Pedestal - Remaining Lifts 4-15	PC	12.0	\$56,900.00	\$682,800.00	\$682,800.00	\$0.00	\$682,800.00	100.00%	\$0.00	\$34,140.00		
17	4.04 Concrete Pedestal - Tank Floor	LS	1.0	\$167,400.00	\$167,400.00	\$167,400.00	\$0.00	\$167,400.00	100.00%	\$0.00	\$8,370.00		
18	4.05 Backfill Interior	LS	1.0	\$3,200.00	\$3,200.00	\$3,200.00	\$0.00	\$3,200.00	100.00%	\$0.00	\$160.00		
19	5.01 Steel Tank - Materials - Plate/ Fabrication	LS	1.0	\$316,500.00	\$316,500.00	\$316,500.00	\$0.00	\$316,500.00	100.00%	\$0.00	\$15,825.00		
20	5.03 Steel Tank - Erect - Ring Beam	LS	1.0	\$40,400.00	\$40,400.00	\$40,400.00	\$0.00	\$40,400.00	100.00%	\$0.00	\$2,020.00		
21	5.04 Steel Tank - Erect - Cone	LS	1.0	\$130,200.00	\$130,200.00	\$130,200.00	\$0.00	\$130,200.00	100.00%	\$0.00	\$6,510.00		
22	5.05 Steel Tank - Erect - Vertical Shell	LS	1.0	\$82,700.00	\$82,700.00	\$82,700.00	\$0.00	\$82,700.00	100.00%	\$0.00	\$4,135.00		
23	5.07 Steel Tank - Appurtenances	LS	1.0	\$45,700.00	\$45,700.00	\$45,700.00	\$0.00	\$45,700.00	100.00%	\$0.00	\$2,285.00		
24	5.08 Steel Tank - Erect - Hoist	LS	1.0	\$30,800.00	\$30,800.00	\$30,800.00	\$0.00	\$30,800.00	100.00%	\$0.00	\$1,540.00		
25	5.09 Steel Tank - Erect - Floor	LS	1.0	\$3,400.00	\$3,400.00	\$3,400.00	\$0.00	\$3,400.00	100.00%	\$0.00	\$170.00		
26	5.10 Steel Tank - Erect - Roof	LS	1.0	\$94,600.00	\$94,600.00	\$94,600.00	\$0.00	\$94,600.00	100.00%	\$0.00	\$4,730.00		
27	6.03 Steel Tank - Field Coating - Ground Phase	LS	1.0	\$120,300.00	\$120,300.00	\$120,300.00	\$0.00	\$120,300.00	100.00%	\$0.00	\$6,015.00		
28	6.04 Steel Tank - Field Coating - Air Phase	LS	1.0	\$80,200.00	\$80,200.00	\$80,200.00	\$0.00	\$80,200.00	100.00%	\$0.00	\$4,010.00		
29	6.10 Concrete Pedestal - Blast	LS	1.0	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00	\$4,500.00	100.00%	\$0.00	\$225.00		
30	7.01 Mechanical - Base - Piping	LS	1.0	\$37,400.00	\$37,400.00	\$37,400.00	\$0.00	\$37,400.00	100.00%	\$0.00	\$1,870.00		
31	7.02 Mechanical - Pedestal - Riser Piping	LS	1.0	\$113,800.00	\$113,800.00	\$113,800.00	\$0.00	\$113,800.00	100.00%	\$0.00	\$5,690.00		
32	7.04 Mechanical - Chamber - Valves / Piping	LS	1.0	\$76,500.00	\$76,500.00	\$38,250.00	\$38,250.00	\$76,500.00	100.00%	\$0.00	\$3,825.00		
33	7.05 Mechanical - Chamber - Plumbing	LS	1.0	\$15,900.00	\$15,900.00	\$7,950.00	\$7,950.00	\$15,900.00	100.00%	\$0.00	\$795.00		
34	8.01 Concrete Pedestal - Ladders / Landings	LS	1.0	\$78,400.00	\$78,400.00	\$78,400.00	\$0.00	\$78,400.00	100.00%	\$0.00	\$3,920.00		
35	8.02 Steel Tank - Hatches / Vents	LS	1.0	\$11,900.00	\$11,900.00	\$0.00	\$11,900.00	\$11,900.00	100.00%	\$0.00	\$595.00		

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE				D WORK COMPLETED		E		G		H	Item # 4.
		UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD	TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE		
36	8.03 Antenna and Cable Supports	LS	1.0	\$4,400.00	\$4,400.00	\$4,400.00	\$0.00	\$4,400.00	100.00%	\$0.00	\$220.00		
37	8.04 Mixing System	LS	1.0	\$18,100.00	\$18,100.00	\$0.00	\$18,100.00	\$18,100.00	100.00%	\$0.00	\$905.00		
38	9.01 Slab on Grade	LS	1.0	\$8,400.00	\$8,400.00	\$8,400.00	\$0.00	\$8,400.00	100.00%	\$0.00	\$420.00		
39	9.04 Doors	LS	1.0	\$18,300.00	\$18,300.00	\$0.00	\$13,725.00	\$13,725.00	75.00%	\$4,575.00	\$686.25		
40	10.04 Electrical / SCADA	LS	1.0	\$366,000.00	\$366,000.00	\$73,200.00	\$219,600.00	\$292,800.00	80.00%	\$73,200.00	\$14,640.00		
41	10.05 Lightning Protection/ Ground Conductors	LS	1.0	\$4,400.00	\$4,400.00	\$4,400.00	\$0.00	\$4,400.00	100.00%	\$0.00	\$220.00		
42	10.06 Cathodic Protection	LS	1.0	\$35,300.00	\$35,300.00	\$35,300.00	\$0.00	\$35,300.00	100.00%	\$0.00	\$1,765.00		
43	11.01 Watermain	LS	1.0	\$174,700.00	\$174,700.00	\$174,700.00	\$0.00	\$174,700.00	100.00%	\$0.00	\$8,735.00		
44	12.01 Concrete / Asphalt Paving	LS	1.0	\$23,600.00	\$23,600.00	\$0.00	\$18,880.00	\$18,880.00	80.00%	\$4,720.00	\$944.00		
45	12.02 Fence and Gates	LS	1.0	\$97,800.00	\$97,800.00	\$0.00	\$0.00	\$0.00	0.00%	\$97,800.00	\$0.00		
46	12.03 Seed / Sod / Hydromulch	LS	1.0	\$32,200.00	\$32,200.00	\$0.00	\$0.00	\$0.00	0.00%	\$32,200.00	\$0.00		
47	12.05 Splash Pad/ Gen Pad/ Bollards	LS	1.0	\$7,100.00	\$7,100.00	\$0.00	\$7,100.00	\$7,100.00	100.00%	\$0.00	\$355.00		
48	13.01 Bid Item 2 Trench Safety	LS	1.0	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00		
49	13.02 Bid Item 3 Tank Demo 1	LS	1.0	\$74,500.00	\$74,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$74,500.00	\$0.00		
50	13.03 Bid Item 4 Tank Demo 2	LS	1.0	\$74,500.00	\$74,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$74,500.00	\$0.00		
TOTALS:						\$4,852,000.00	\$4,092,450.00	\$340,005.00	\$4,432,455.00	91.35%	\$419,545.00	\$221,622.75	

Change Orders

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE				D WORK COMPLETED		E		G		H	I
		UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD	TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE		
51	PCCO#001												
51.1	Logo x 4		4.0	\$9,925.00	\$39,700.00	\$39,700.00	\$0.00	\$39,700.00	100.00%	\$0.00	\$1,985.00		
52	PCCO#002												
52.1	160-76-932 V2 Flood Lighting	LS	1.0	\$18,648.00	\$18,648.00	\$0.00	\$9,324.00	\$9,324.00	50.00%	\$9,324.00	\$466.20		
52.2	160-76-932 Site Pro Electrical Install	LS	1.0	\$18,656.00	\$18,656.00	\$0.00	\$9,328.00	\$9,328.00	50.00%	\$9,328.00	\$466.40		
TOTALS:						\$77,004.00	\$39,700.00	\$18,652.00	\$58,352.00	75.78%	\$18,652.00	\$2,917.60	

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE				D WORK COMPLETED		E		G		H	I
		UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD	TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE		
GRAND TOTALS:						\$4,929,004.00	\$4,132,150.00	\$358,657.00	\$4,490,807.00	91.11%	\$438,197.00	\$224,540.35	

Wolfforth , Tx 0.5MG Elevated Tank Project Schedule

ID	rm_Siz	Task Name	% Complete	Work Duration	Start	Finish	Constraint Type	2024			Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026								
								Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar				
1		OWNER CONTRACT	1%	390 d	Mon 12/2/24	Fri 12/26/25	Start No Earlier Than																								
2		NOTICE TO PROCEED (NTP)	0%	330 d	Mon 12/2/24	Mon 10/27/25	Start No Earlier Than																								
3		SUBSTANTIAL COMPLETION (Contract Milestone)	100%	8 d	Tue 10/21/25	Tue 10/28/25	Finish No Earlier Than																								
4		FINAL COMPLETION (Contract Milestone)	100%	0 d	Fri 12/26/25	Fri 12/26/25	Finish No Earlier Than																								
5		REVISED SUBSTANTIAL COMPLETION (Approved PCCO)	0%	20 d	Wed 10/29/25	Mon 11/17/25	Start No Earlier Than																								
6		REVISED FINAL COMPLETION (Approved PCCO)	0%	20 d	Sat 12/27/25	Thu 1/15/26	Start No Earlier Than																								
7		COMPOSITE SCHEDULE	0%	330 d	Mon 12/2/24	Mon 10/27/25	As Soon As Possib																								
8		SITWORK	0%	14 d	Mon 12/2/24	Sun 12/15/24	Start No Earlier Than																								
9		FOUNDATION	0%	36 d	Sun 12/15/24	Sun 1/19/25	Start No Earlier Than																								
10		PEDESTAL/STRIP OUT	0%	117 d	Mon 1/20/25	Fri 5/16/25	Start No Earlier Than																								
11		TANK AT GRADE	0%	45 d	Tue 4/22/25	Thu 6/5/25	Start No Earlier Than																								
12		PAINT AT GRADE	0%	39 d	Mon 6/9/25	Thu 7/17/25	Start No Earlier Than																								
13		TOP OUT	0%	54 d	Mon 6/9/25	Fri 8/1/25	Finish No Earlier Than																								
14		PAINT IN AIR	0%	35 d	Sat 8/2/25	Fri 9/5/25	Start No Earlier Than																								
15		ELECTRICAL	0%	28 d	Mon 10/6/25	Sun 11/2/25	Start No Earlier Than																								
16		SITE UTILITY	0%	30 d	Wed 9/18/24	Thu 10/17/24	Start No Earlier Than																								
17		GENERATOR	0%	1 d?	Wed 12/4/24	Wed 12/4/24	Start No Earlier Than																								
18		LIGHTING	0%	1 d?	Wed 12/4/24	Wed 12/4/24	Start No Earlier Than																								
19		FINISH OUT	0%	74 d	Tue 9/23/25	Fri 12/5/25	Finish No Earlier Than																								
20		COMMISSION	0%	11 d	Sun 11/9/25	Wed 11/19/25	Finish No Earlier Than																								
21		SUBSTANTIAL COMPLETION	0%	8 d	Fri 12/5/25	Fri 12/12/25	Start No Earlier Than																								
22		COMPLETION	0%	60 d	Tue 10/28/25	Fri 12/26/25	As Soon As Possib																								
23		Anticipated Substantial Completion	0%	3 d	Wed 12/10/25	Fri 12/12/25	Finish No Earlier Than																								
24		Punchlist Completion	0%	34 d	Sat 12/13/25	Thu 1/15/26	As Soon As Possible																								
25		Anticipated Final Completion	0%	0 d	Thu 1/15/26	Thu 1/15/26	Finish No Earlier Than																								

Alcove EST Construction Photos

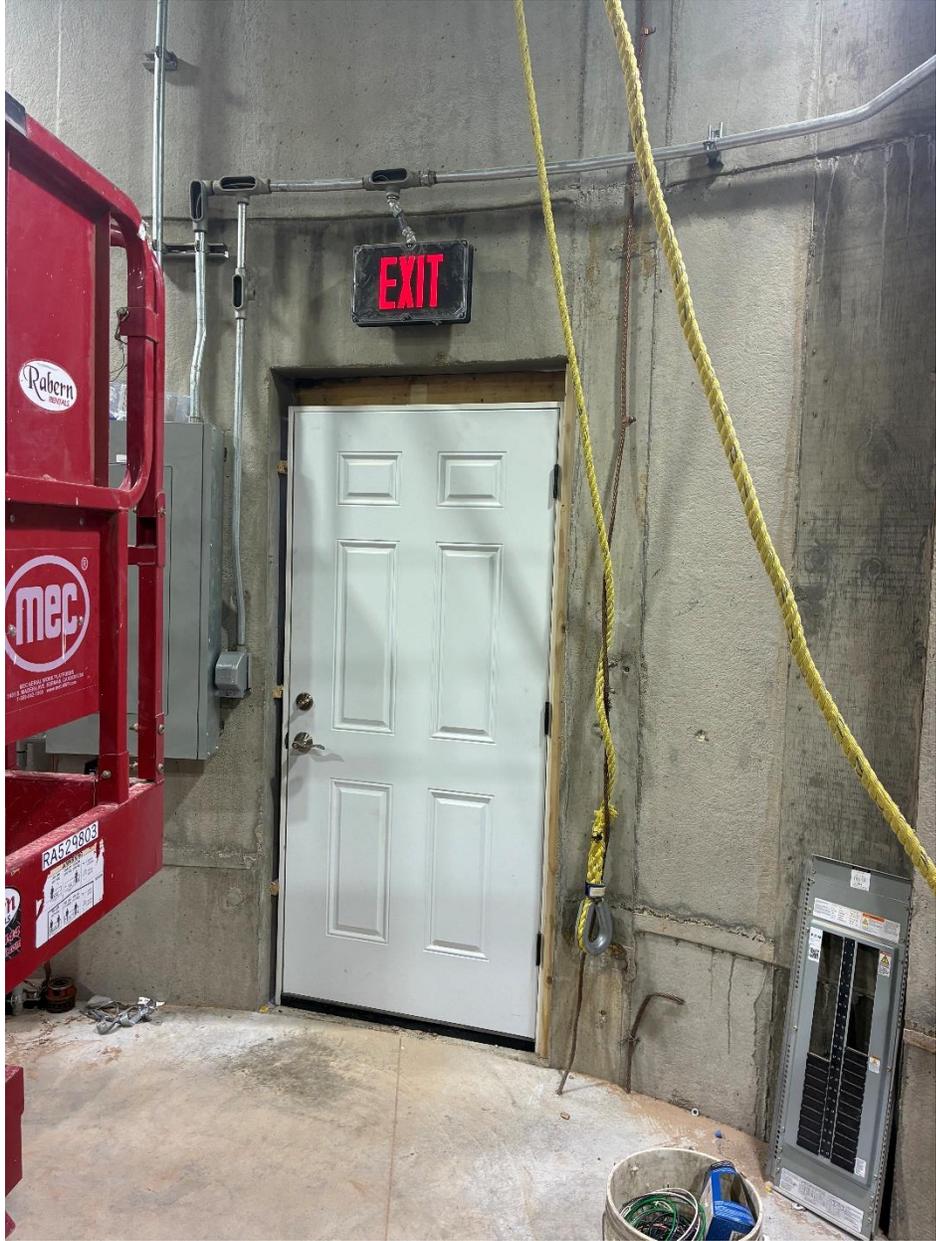


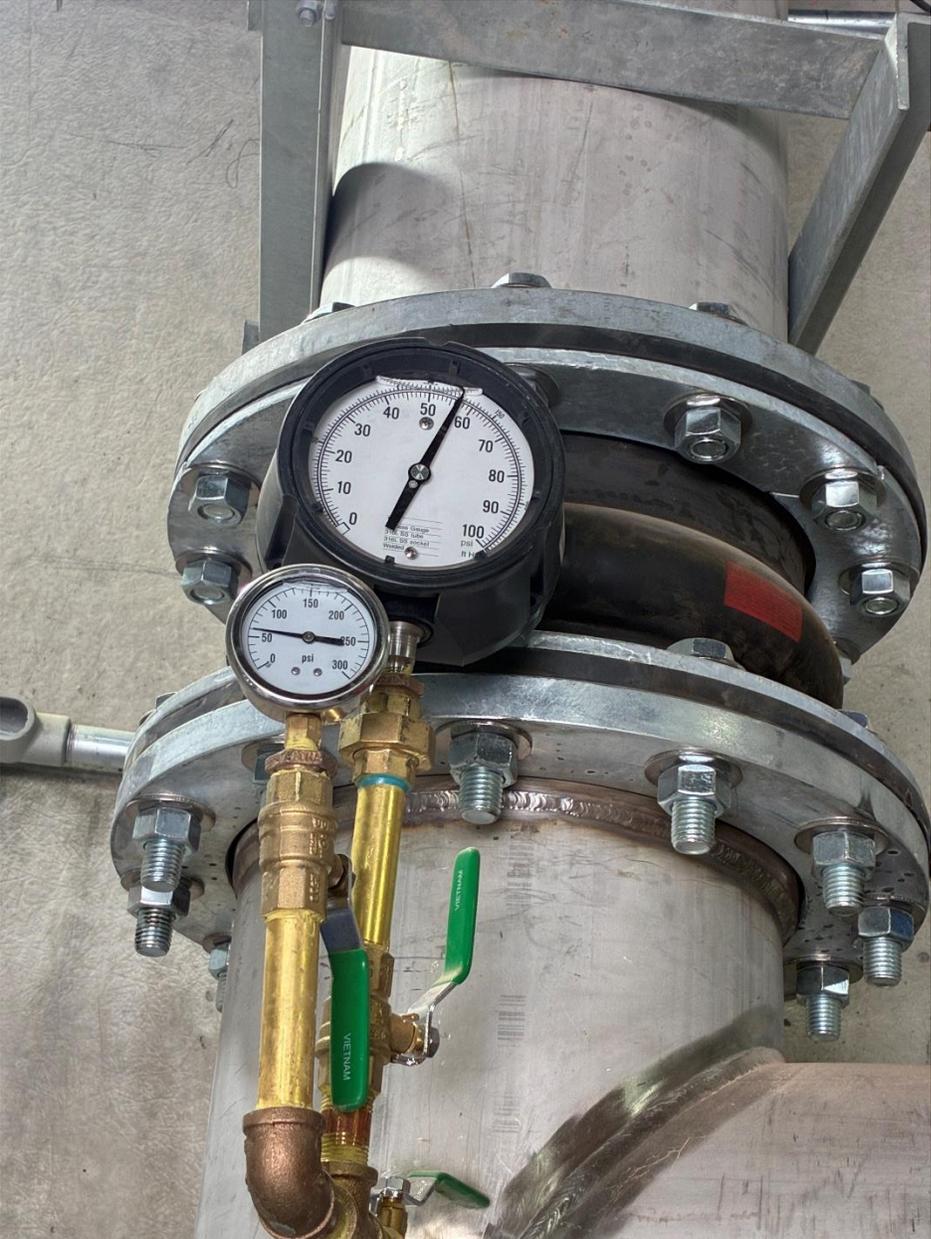


































AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	December 15th 2025
ITEM TITLE:	Consider and take appropriate action on Payment Request #10 from UCA for the Lubbock North Interconnect Construction
STAFF INITIATOR:	Randy Hall

BACKGROUND:

Council, we have received Pay Request #10 from UCA for the Lubbock North Interconnect project. A copy is attached as an exhibit to this item. Work completed with this pay request consists of site grading and the installation of concrete drive to align with the Alcove Avenue roadway project, application of Wolfforth graphic, and tank level indicator. Anticipated work to be completed next pay request include fill tank and sample, commission tank and generator, install perimeter fencing and gates, and install all weather surface.

- a. Original Quote Amount: \$2,977,240.00
- b. Work Performed this Pay Request: \$25,439.05
- c. Materials Stored: -\$5.72
- d. Total Work Performed + Materials Stored: \$2,892,233.64
- e. Retainage: \$289,223.36
- f. Paid Previous Applications: \$2,580,120.28

Amount Due: (d-e-f) \$22,889.99

EXHIBITS:

UCA Pay Request #10 for The Lubbock North Interconnect

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommend payment as requested.



Contractor's Application and Certificate for Payment

To: City of Wolfforth PO Box 36, 302 Main St. Wolfforth, TX 79382	From: Utility Contractors of America, Inc. 5805 CR 7700 Lubbock, TX 79424	Application Number: 10 Application Period: 11/01/25 - 11/30/25 Application Date: 11/30/2025
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25-253 - Lubbock North Interconnect				Total This Period	Total to Date
Change Order Summary				ORIGINAL CONTRACT SUM	\$2,977,240.00
Change Orders Approved by Owner				NET CHANGE BY CHANGE ORDERS	\$175,274.58
Number	Date Approved	Additions	Deductions	CONTRACT SUM TO DATE (Line 1 + 2)	\$3,152,514.58
1	7/25/2025	\$175,274.58			
				WORK COMPLETED	\$25,439.05
				MATERIALS STORED	-\$5.72
				TOTAL COMPLETED & STORED	\$25,433.33
				RETAINAGE:	
				10% of Completed Work and Stored Material	\$2,543.33
				AMOUNT ELIGIBLE TO DATE	\$2,603,010.27
				LESS PREVIOUS APPLICATIONS	\$2,580,120.28
TOTALS		\$175,274.58	\$0.00	AMOUNT DUE THIS APPLICATION	\$22,889.99
NET CHANGE BY CHANGE ORDERS		\$175,274.58		BALANCE TO FINISH, PLUS RETAINAGE	\$573,454.81

Contractor's Certification

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Your check may be converted to ACH

By: Chris Bahos VP Date: 12/3/25
Utility Contractors of America, Inc.

Approved For Payment:

By: _____ Date: _____
City of Wolfforth
Michael J Adams Approved by OJD Engineering
Date: 12/3/2025



Progress Estimate

Job Name:		25-253 - Lubbock North Interconnect				Application Number:		10					
Application Period:		11/01/25 - 11/30/25				Application Date:		11/30/2025					
A		B				C		D		E		F	
Item		Units	Quantity	Unit Price	Scheduled Value	Work Completed						% (G/B)	Balance to Finish (B-G)
Item	Description					This Period		Previous Period		To Date			
		Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount				
01	Booster Pump Station	LS	1	\$1,040,685.00	\$1,040,685.00		\$ -	1.000	\$ 1,040,685.00	1.000	\$ 1,040,685.00	100.00%	
02	Ground Storage Tank - 500,000 Gal	LS	1	\$1,383,755.00	\$1,383,755.00		\$ -	1.000	\$ 1,383,755.00	1.000	\$ 1,383,755.00	100.00%	
03	Site Work - Fence, Drive, Grading, Gravel	LS	1	\$363,415.00	\$363,415.00	0.070	\$ 25,439.05	0.20	\$ 72,683.00	0.27	\$ 98,122.05	27.00%	\$ 265,292.95
04	Fow Meter, Valve and Vault	LS	1	\$189,385.00	\$189,385.00		\$ -	0.90	\$ 170,446.50	0.90	\$ 170,446.50	90.00%	\$ 18,938.50
CO1-01	City of Lubbock Water Line Connection	LS	1	\$85,364.58	\$85,364.58		\$ -	1.00	\$ 85,364.58	1.00	\$ 85,364.58	100.00%	
CO1-02	Ground Water Storage Tank Logo	EA	1	\$11,660.00	\$11,660.00		\$ -	1.00	\$ 11,660.00	1.00	\$ 11,660.00	100.00%	
CO1-03	75 hp Pump/VFD	EA	1	\$63,910.00	\$63,910.00		\$ -	1.00	\$ 63,910.00	1.00	\$ 63,910.00	100.00%	
CO1-04	Installation of Primary Electrical Line	LS	1	\$3,750.00	\$3,750.00		\$ -	1.00	\$ 3,750.00	1.00	\$ 3,750.00	100.00%	
CO1-05	12" Water Line for Future Tanks	LS	1	\$10,590.00	\$10,590.00		\$ -	1.00	\$ 10,590.00	1.00	\$ 10,590.00	100.00%	
Totals					\$3,152,514.58		\$ 25,439.05		\$ 2,842,844.08		\$ 2,868,283.13	90.98%	\$ 284,231.45

Lubbock North Construction Photos









AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	December 15th 2025
ITEM TITLE:	Consider and take appropriate action on Payment Request #10(Final Payment) from UCA for the Loop 88 East Water Supply Construction.
STAFF INITIATOR:	Randy Hall

BACKGROUND:

Council, staff has received Pay Request #10 (Final Payment) from UCA for the Loop 88 East Water Supply Project. UCA has completed the construction of the Loop 88 Water Supply Project and is requesting the withheld Retainage. The project was completed ahead of schedule and to an exceptional level of service.

The Pay Request has been Received and is Attached as an exhibit to this item.

The Breakdown is as Follows:

- a. Original Contract Amount: \$1,287,555.00 - \$22,651.00(Change Order) =\$1,264,904.00
- b. Work Performed this Pay Request: \$0.00
- c. Materials Stored: -\$0.00
- d. Total Work Performed + Materials Stored: \$1,264,904.00
- e. Retainage: \$126,490.40
- f. Paid Previous Applications: \$1,138,413.60

Amount Due: (d-f): \$126,490.40

EXHIBITS:

UCA Payment Request #10(Final Payment) for the Loop 88 East Water Supply Construction

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff Recommends Payment as requested.



Contractor's Application and Certificate for Payment

To: City of Wolfforth PO Box 36, 302 Main St. Wolfforth, TX 79382	From: Utility Contractors of America, Inc. 5805 CR 7700 Lubbock, TX 79424	Application Number: 10-Retainage Application Period: Application Date: 11/30/2025
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25-252 - Loop 88 East Water Supply				Total This Period	Total to Date
Change Order Summary				ORIGINAL CONTRACT SUM	\$ 1,287,555.00
Change Orders Approved by Owner				NET CHANGE BY CHANGE ORDERS	-\$22,651.00
Number	Date Approved	Additions	Deductions	CONTRACT SUM TO DATE (Line 1 + 2)	\$ 1,264,904.00
1	7/25/2025	\$12,044.00			
Reconcillation	11/30/2025		\$34,695.00	WORK COMPLETED	\$0.00
				MATERIALS STORED	\$0.00
				TOTAL COMPLETED & STORED	\$0.00
				RETAINAGE:	
				10% of Completed Work and Stored Material	\$0.00
				AMOUNT ELIGIBLE TO DATE	\$ 1,264,904.00
				LESS PREVIOUS APPLICATIONS	\$ 1,138,413.60
				AMOUNT DUE THIS APPLICATION	\$0.00
				BALANCE TO FINISH, PLUS RETAINAGE	\$0.00
TOTALS		\$12,044.00	\$34,695.00		
NET CHANGE BY CHANGE ORDERS		-\$22,651.00			

Contractor's Certification

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Your check may be converted to ACH

By: Chris Behos VP Date: 12/3/25
Utility Contractors of America, Inc.

Approved For Payment:

By: _____ Date: _____
City of Wolfforth

Michael J Adams

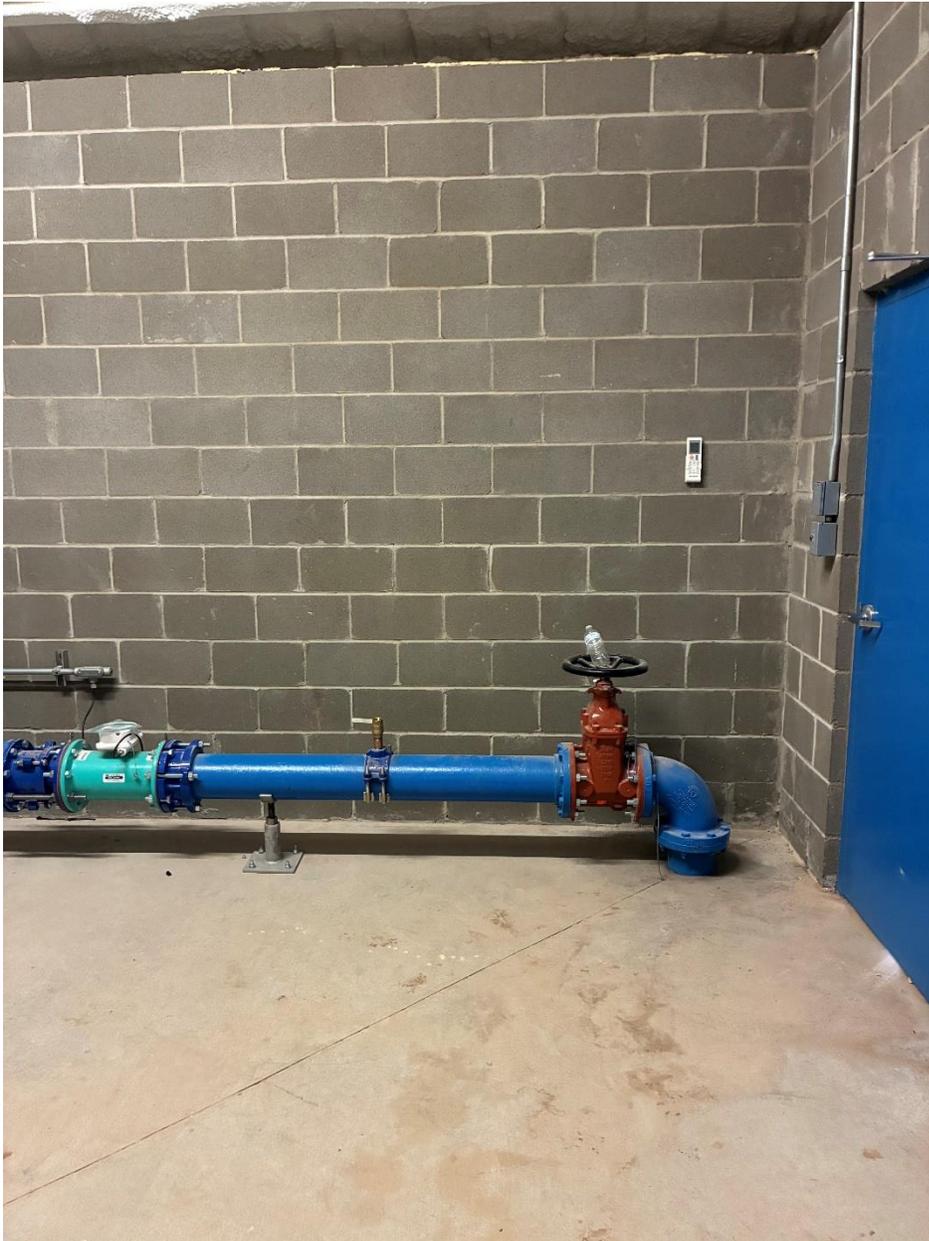
Approved by OJD Engineering
Date: 12/3/2025



Progress Estimate

Job Name: 25-252 - Loop 88 East Water Supply						Application Number: 10-Retainage							
Application Period:						Application Date: 11/30/2025							
A		B				C		D		E		F	
Item		Units	Quantity	Unit Price	Scheduled Value	Work Completed						% (G/B)	Balance to Finish (B-G)
Item	Description					This Period		Previous Period		To Date			
		Quantity	Amount	Quantity	Amount	Quantity	Amount						
01	12" C-900 DR-25 PVC Water Line	LF	5120	\$67.00	\$343,040.00		\$ -	5120.00	\$ 343,040.00	5120.00	\$ 343,040.00	100.00%	
01A	4" C-900 DR-18 PVC Water Line	LF	0	\$27.00	\$0.00		\$ -	0.00	\$ -	0.00	\$ -	#DIV/0!	
02	18" Steel Casing by Bore	LF	130	\$410.00	\$53,300.00		\$ -	130.00	\$ 53,300.00	130.00	\$ 53,300.00	100.00%	
03	10"x10" TSTV	EA	1	\$6,800.00	\$6,800.00		\$ -	1.00	\$ 6,800.00	1.00	\$ 6,800.00	100.00%	
04	12" Gate Valve with Box	EA	1	\$5,420.00	\$5,420.00		\$ -	1.00	\$ 5,420.00	1.00	\$ 5,420.00	100.00%	
05	4" Gate Valve with Box	EA	1	\$1,800.00	\$1,800.00		\$ -	1.00	\$ 1,800.00	1.00	\$ 1,800.00	100.00%	
06	Ductile Iron Fittings	LBS	3000	\$7.00	\$21,000.00		\$ -	3000.00	\$ 21,000.00	3000.00	\$ 21,000.00	100.00%	
07	Tie to Existing Water	EA	0	\$2,575.00	\$0.00		\$ -	0.00	\$ -	0.00	\$ -	#DIV/0!	
09	Booster Pump Station/Site Work	LS	1	\$723,000.00	\$723,000.00		\$ -	1.00	\$ 723,000.00	1.00	\$ 723,000.00	100.00%	
10	Pumps/Motors	EA	2	\$49,250.00	\$98,500.00		\$ -	2.00	\$ 98,500.00	2.00	\$ 98,500.00	100.00%	
CO1-01	Installation of Primary Electrical Line	LS	1	\$3,750.00	\$3,750.00		\$ -	1.00	\$ 3,750.00	1.00	\$ 3,750.00	100.00%	
CO1-02	Upsizing Building from 14'x16' to 18'x18'	LS	1	\$8,294.00	\$8,294.00		\$ -	1.00	\$ 8,294.00	1.00	\$ 8,294.00	100.00%	
Totals					\$1,264,904.00		\$ -		\$ 1,264,904.00		\$ 1,264,904.00	100.00%	\$ -

Loop 88 East Water Supply Progress Photos



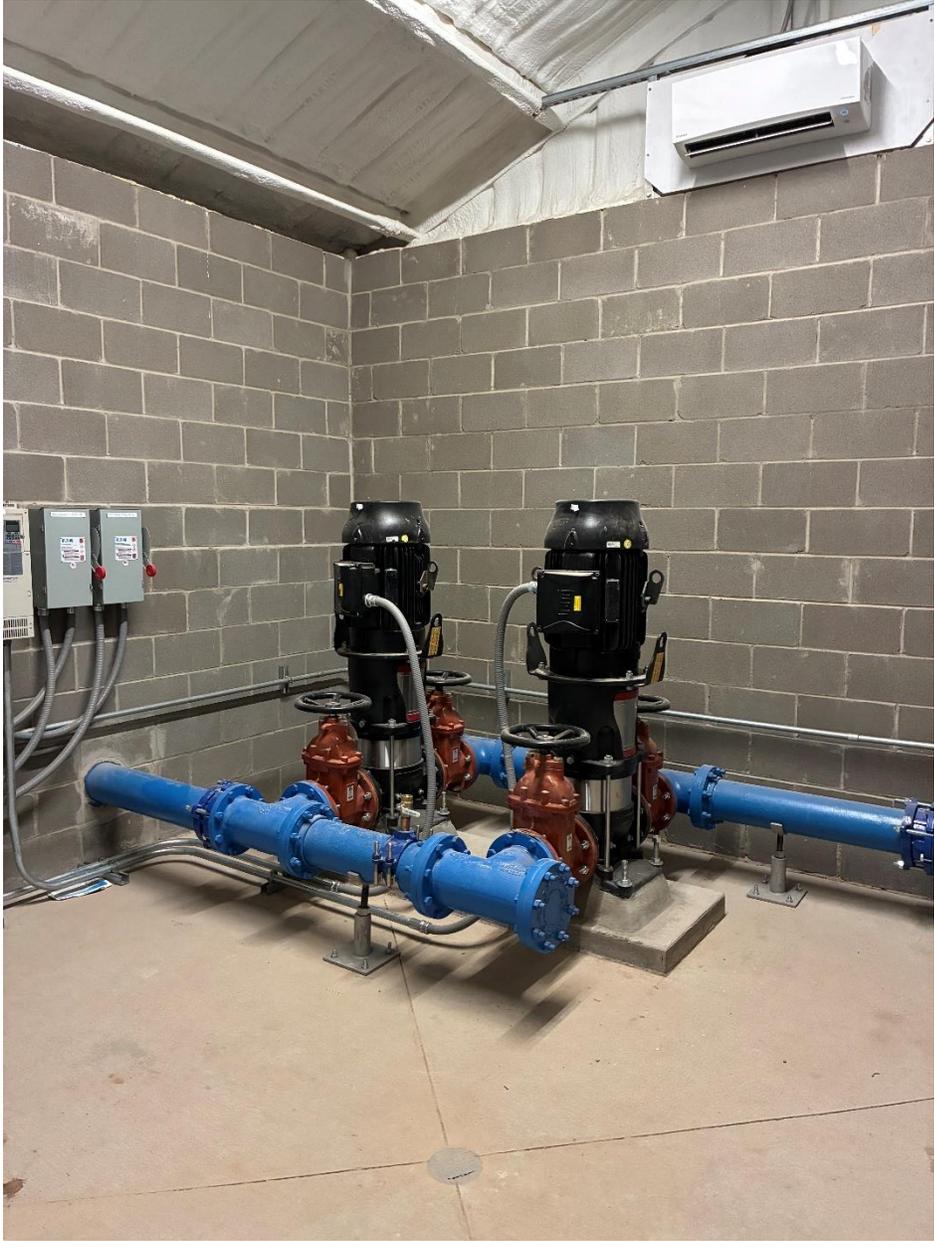














AGENDA ITEM COMMENTARY

MEETING NAME:	Tax Increment Reinvestment Zone Board Meeting
MEETING DATE:	December 15, 2025
ITEM TITLE:	PUBLIC HEARING: Consider and take appropriate action on public hearing on amendment of the Tax Increment Reinvestment Zone boundaries and Tax Increment Reinvestment Zone plan.
STAFF INITIATOR:	Danielle Sweat – EDC Director

BACKGROUND:

As part of our ongoing review of Tax Increment Reinvestment Zone Number One, the Board previously discussed the need to refine and modernize the existing boundary map. The consensus was that the Zone should more accurately reflect our current development priorities by encompassing all commercial areas within the city limits and removing residential portions that no longer align with the intended purpose of the TIRZ.

Tax Increment Reinvestment Zone Number One was originally created on September 22, 2008, by Ordinance No. 384, covering approximately 279 acres near the US Highway 62/Donald Preston Drive/Alcove Avenue intersection. Its purpose at that time was to help fund critical infrastructure necessary to facilitate commercial development and support the Alcove Avenue mobility project.

In 2014, the City expanded the Zone to roughly 1,300 acres through the First Amended Project Plan and Reinvestment Zone Financing Plan (Ordinance No. 449). The objectives remained focused on supporting roadway, water, sewer, and drainage improvements in the then-undeveloped area to encourage both commercial and residential development.

Today, with significant growth in Wolfforth and clear direction from the board and city staff, are proposing a Second Amended Project Plan and Reinvestment Zone Financing Plan. This amendment includes the annexation of approximately 175.12 acres and the de-annexation of 672.38 acres. These adjustments “clean up” the map to better match our current development strategy—prioritizing high-quality commercial corridors and removing areas that are now built out or intended for residential use.

The refined boundaries will strengthen the Zone’s ability to fund needed public infrastructure, including regional roadway and utility improvements, in the areas where commercial projects are most likely to occur and where TIRZ participation can have the greatest impact.

EXHIBITS:

Amended Plan

COUNCIL ACTION/STAFF RECOMMENDATION:

Conduct Public Hearing

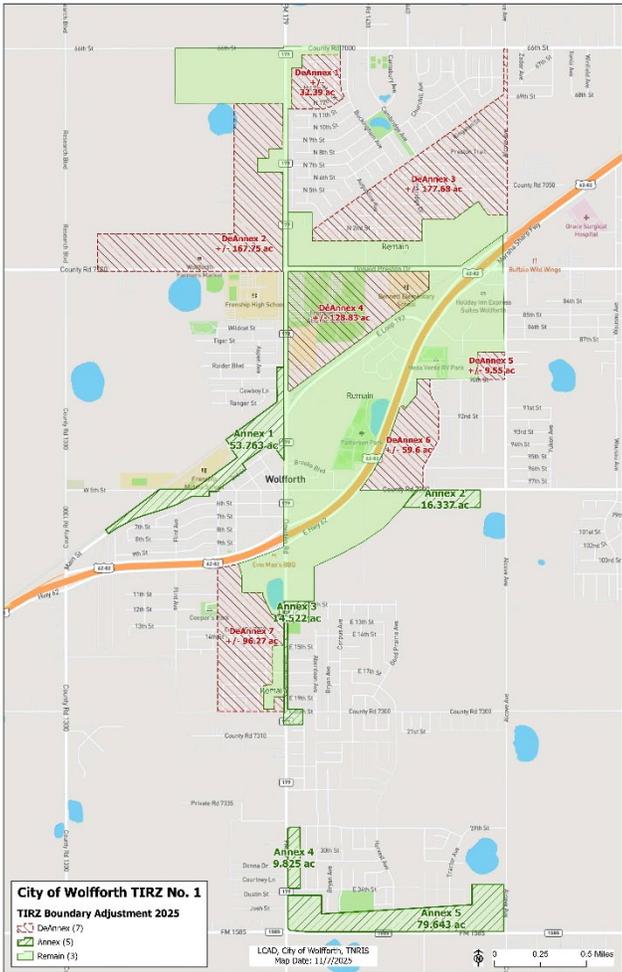
Item # 7.

NOTICE OF A PUBLIC HEARING PURSUANT TO TEXAS TAX CODE 311.003

Notice is hereby given that the City Council of Wolfforth, Texas, pursuant to Chapter 311.003 of Texas Tax Code, will conduct a hearing at its regular meeting beginning at 6:00 p.m. on **December 15, 2025**, in the City Council Chambers, 302 Main Street, Wolfforth, Texas, for the purpose of annexing certain properties in the Zone, de-annexing certain properties from the Zone and amending the Project Plan and Reinvestment Zone Financing Plan (“the “Plan”) to reflect adjusted boundaries for Reinvestment Zone Number One, City of Wolfforth, Texas (the “Zone”) and its benefits to the city and to property in the proposed Zone; pursuant to Chapter 311 of the Texas Tax Code. All interested persons are invited to attend this meeting and speak for or against approval of the Plan, the boundaries of the Zone, or the concept of tax increment financing. All comments will be considered by the City Council. A quorum of the Council will be present.

The proposed areas for annexation and de-annexation is shown below. A detailed map of the proposed boundary adjustments to Reinvestment Zone Number One, City of Wolfforth, Texas, is on file and open for public inspection in the office of the City Secretary and is also available on the City’s website at www.wolfforthtx.us

Members of the public may attend, participate and/or address City Council by signing up to speak in the City Council Chambers before the meeting begins. Comments made by members of the public will be limited to the topic on the agenda and will be presented in a manner conducive to public discussion.



**TAX INCREMENT REINVESTMENT ZONE
NUMBER ONE
CITY OF WOLFFORTH**

**SECOND AMENDED
PROJECT PLAN AND REINVESTMENT ZONE PROJECT PLAN**

November 2025
Prepared by Hawes Hill & Associates

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MAPS and EXHIBITS

INTRODUCTION

Tax Increment Reinvestment Zone Number One, City of Wolfforth, Texas (the “Zone”), was created by the City Council of City of Wolfforth, Texas (the “City”) on September 22, 2008, by Ordinance No. 384. The original Zone spanned approximately 279 acres and was located at the northwest corner of the US Highway 62 / Donald Preston Dr (CR 7100) / Alcove Ave (CR 1500) intersection; its purpose was to help pay for certain infrastructure costs necessary to facilitate commercial development within its boundaries, as well to improve Alcove Ave, an important area mobility project. On October 20, 2014, the Zone was expanded to approximately 1,300 acres and the First Amended Project Plan and Reinvestment Zone Financing Plan was approved and adopted by Ordinance No. 449. The objectives of the original Zone carried through to the expanded boundaries; namely, to fund improvements to roadway, water, sanitary sewer, and drainage infrastructure in a largely undeveloped area in order to support commercial and residential development. The Zone and City now propose a further project plan and reinvestment zone financing plan amendment.

This document constitutes the Second Amended Project Plan and Reinvestment Zone Financing Plan (the “Second Amended Plan”) for Tax Increment Reinvestment Zone Number One, City of Wolfforth, Texas as required by Chapter 311, Texas Tax Code. This Second Amended Plan provides for the annexation of approximately 175.12 acres, as well as the de-annexation of 672.38 acres. The adjustments to Zone boundaries reflect a realignment of its development goals, wherein the focus is on facilitating high quality commercial development (and not residential) in targeted areas through the provision of necessary public infrastructure. Needed regional roadway and utility improvements will also be financed through the Zone.

Location:

The Zone (approximately 882.42 acres) is generally located near the intersection of US Highway 62 and Farm to Market Road 179, as further detailed in **Map 1**.

PROJECT PLAN

Existing and Proposed Uses of Land (Texas Tax Code § 311.011(b)(1)):

Map 2 reflects the existing boundaries as well as existing and proposed land uses within the Zone. The existing and proposed land uses include single-family residential, multi-family residential, commercial, office, industrial, public and institutional, transportation and utility, park and open spaces, undeveloped and agricultural production land uses. Proposed uses will include commercial, office, industrial, retail and public and institutional uses.

Proposed Changes of Zoning Ordinances, Master Plan of Municipality, Building Codes, and Other Municipal Ordinances (Texas Tax Code § 311.011(b)(2)):

All construction will be performed in conformance with the City's existing rules and regulations. There are no proposed changes to any City ordinance, master plan, or building code.

Estimated Non-Project Costs (Texas Tax Code § 311.011(b)(3)):

Non-Project costs are those infrastructure costs that will not be funded or reimbursed by the TIRZ but will be funded by other parties. Funding identified in **Exhibit 1** will be leveraged with other sources to secure non-project funding when appropriate and available.

Method of Relocating Persons to be Displaced, if any, as a Result of Implementing the Plan (Texas Tax Code § 311.011(b)(4)):

It is not anticipated that any residents will be displaced or relocated as a result of implementing this Second Amended Plan.

REINVESTMENT ZONE FINANCING PLAN

Estimated Project Costs (Texas Tax Code § 311.011(c)(1)):

Exhibit 1 details proposed public improvements to be funded utilizing resources from the Zone. Projects include but are not limited to public infrastructure, drainage, water and sewer improvements, pedestrian/bicycle facilities, streetscape amenities, intersection improvements and public facilities. As set forth in the Second Amended Plan, the dollar amounts are approximate and may be amended from time to time by the Board of Directors of the Zone with approval of the City Council. The financing costs are a function of project financing needs and will vary with market conditions from the estimates shown in **Exhibit 1**. The project categories describe generally the kind of improvements contemplated by this Second Amended Plan.

Proposed Kind, Number, and Location of all Proposed Public Works or Public Improvements to be Financed in the Zone (Texas Tax Code § 311.011(c)(2)):

These details are described throughout the Second Amended Plan and include but are not limited to roadway, water, sanitary sewer, and drainage infrastructure.

Economic Feasibility (Texas Tax Code § 311.011(c)(3)):

At the time of Zone creation, in 2008, an economic feasibility study of the area was commissioned by a developer contemplating a 45 acre mixed-use commercial site on the corner of US Highway 62 and Donald Preston Dr. An additional build-out and tax revenue study was performed by Hawes Hill & Associates in 2014 as part of the First Amended Project Plan and Reinvestment Zone Financing Plan.

Collectively, these reports demonstrate the economic potential within the boundaries of the Zone. **Exhibits 2a, 2b, 2c, and 2d** constitute current revenue estimates for the Zone. The Project Plan estimated total project cost, as noted in **Exhibit 1**, is **\$55 million** which exceeds the current estimated revenues of the Zone. Over time, as infrastructure improvements are made within the zone, taxable values and revenues are anticipated to increase. Projects will be implemented based on available revenue at the time. The Board of Directors of the Zone finds that the Project Plan, as amended, is economically feasible.

Estimated Amount of Bond Indebtedness; Estimated Time When Related Costs or Monetary Obligations Incurred (Texas Tax Code § 311.011(c)(4), § 311.011(c)(5)):

Issuance of notes and bonds by the Zone may occur as tax increment revenues allow. The value and timing of the issuance of notes or bonds will correlate to debt capacity as derived from the attached revenue and project schedules, as well as actual market conditions for the issue and

sale of such notes and bonds. It is anticipated that a portion of the Zone Project Costs in **Exhibit 1** will be paid for by available tax increment revenue while others will be financed through bonds once adequate Zone revenue is available. In other instances, private developers will advance funds for the Project Costs and be reimbursed through Zone increment revenues or bonds issued and backed by Zone increment revenues.

Methods and Sources of Financing Project Costs and Percentage of Increment from Taxing Units Anticipated to Contribute Tax Increment to the Zone (Texas Tax Code § 311.011(c)(6)):

Methods and sources of financing include pay-as-you-go project financing, the issuance of notes and bonds, as well as collaboration with developers and other entities for grant funding and partnerships. Tax increment associated with this Second Amended Plan will consist of contributions from the City of Wolfforth. The City is anticipated to participate at seventy-five percent (75%) of available tax increment through the life of the Zone. As outlined in **Exhibit 2a**, approximately **\$6.5 million** is estimated to be generated by the Zone for use in funding project costs, servicing any debt, and/or providing reimbursement to advance funders of Zone projects. This figure is calculated using a City contribution of 75% of the captured appraised value within the Zone, based on a tax rate of \$0.847604/\$100 of assessed valuation.

Current Total Appraised Value of Taxable Real Property (Texas Tax Code § 311.011(c)(7)):

As of November 2025, the current appraised value of taxable real property in the Zone is **\$94,207,022**.

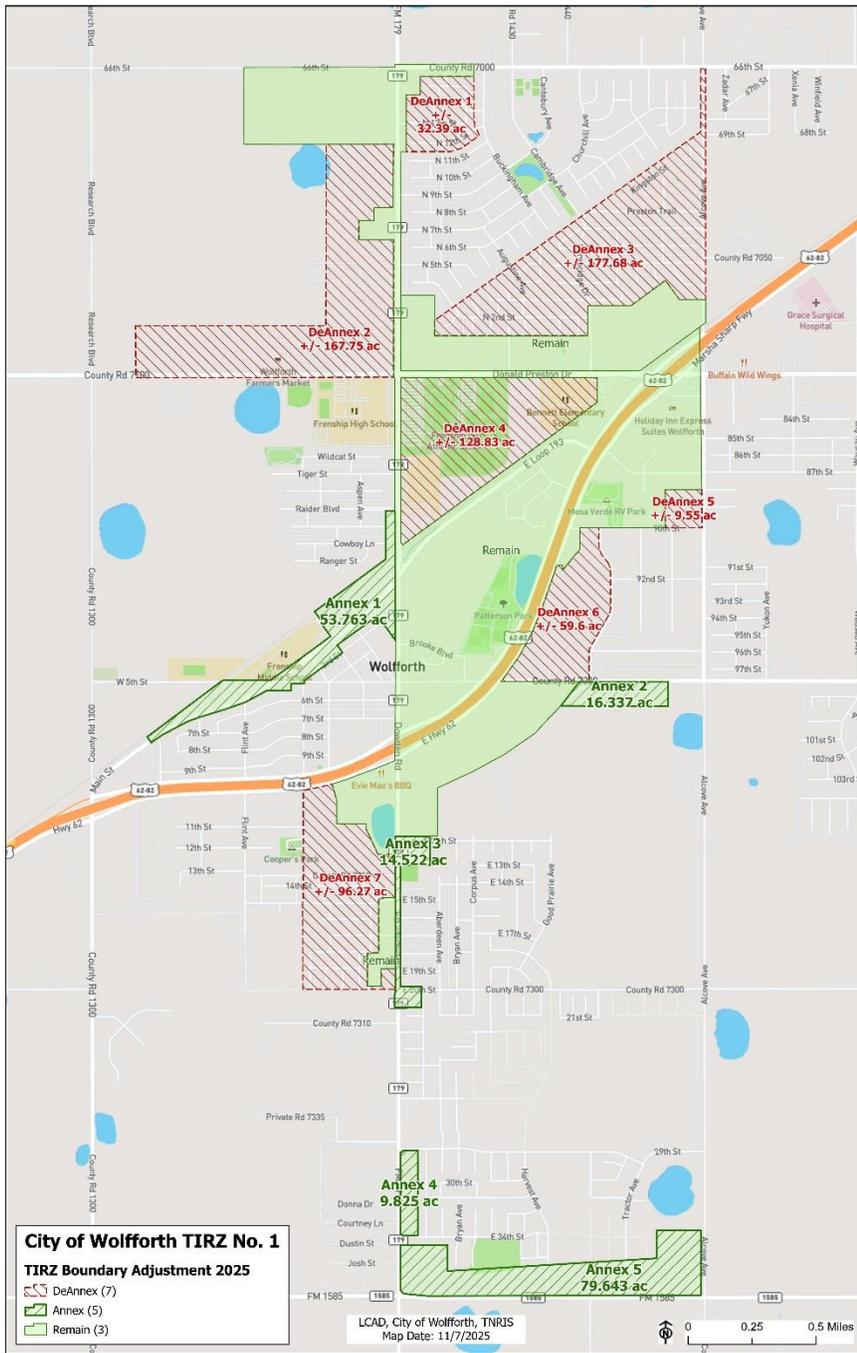
Estimated Captured Appraised Value of Zone During Each Year of Existence (Texas Tax Code § 311.011(c)(8)):

The estimated captured appraised value of the Zone during each year is set forth in **Exhibits 2a, 2b, 2c, and 2d**.

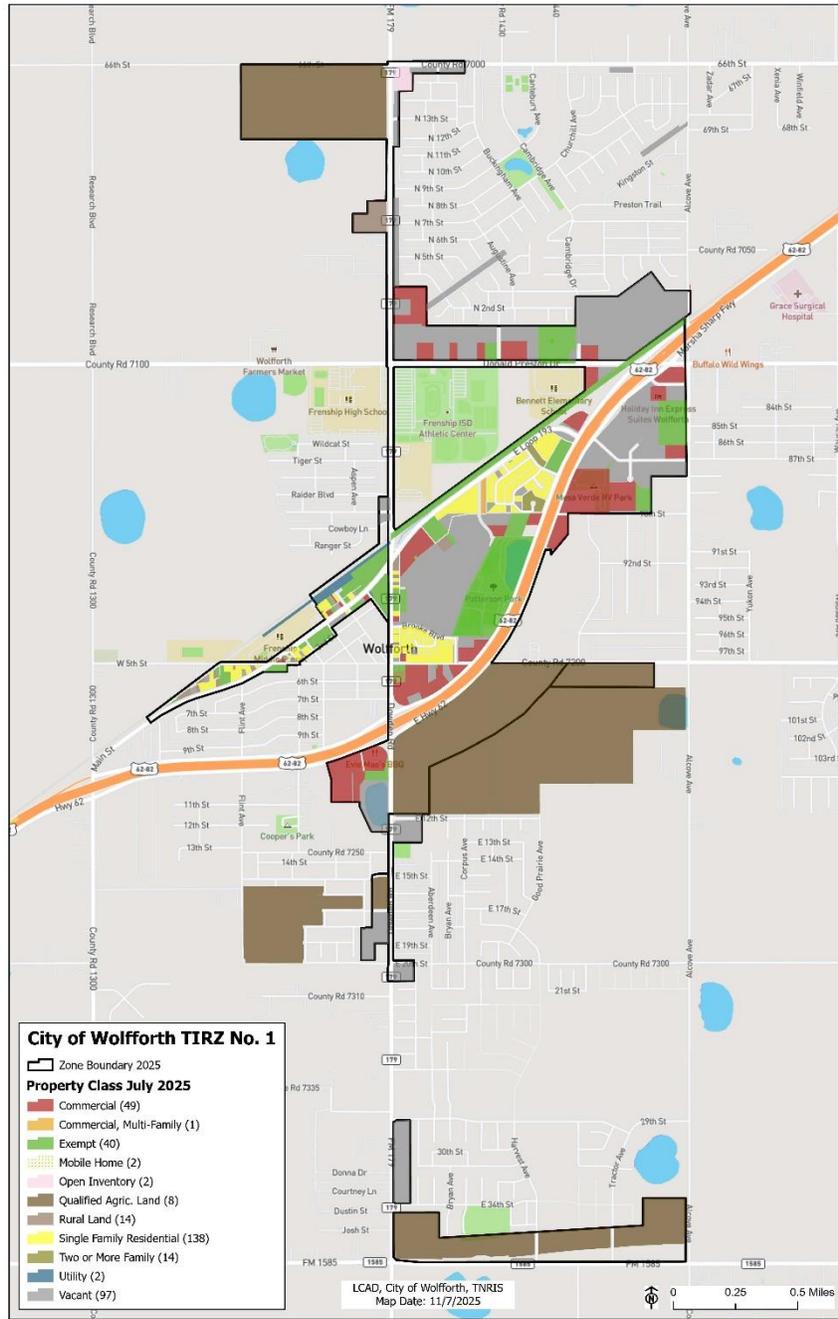
Zone Duration (Texas Tax Code § 311.011(c)(9)):

The City of Wolfforth established the Zone by Ordinance in 2008. Termination of Zone operation will occur on **December 31, 2038**, or on an earlier date as adopted by a subsequent City Council Ordinance, or when all project costs, tax increment bonds, and bond interest have been paid, and all contractual obligations completed.

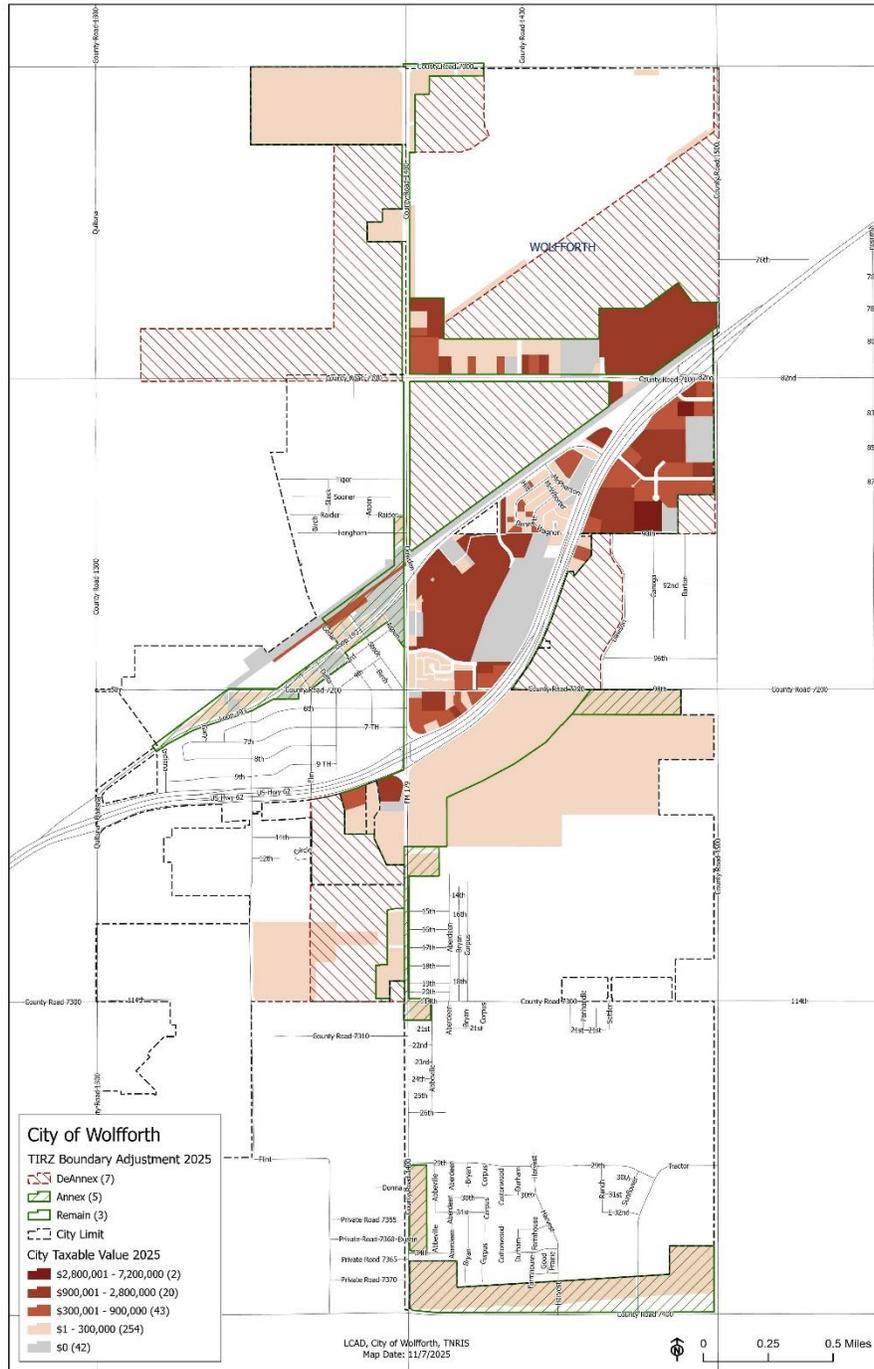
Map 1 – Zone Boundary



Map 2 – Existing and Proposed Land Use



Map 3 – Taxable Value



Map 4 – Aerial Imagery

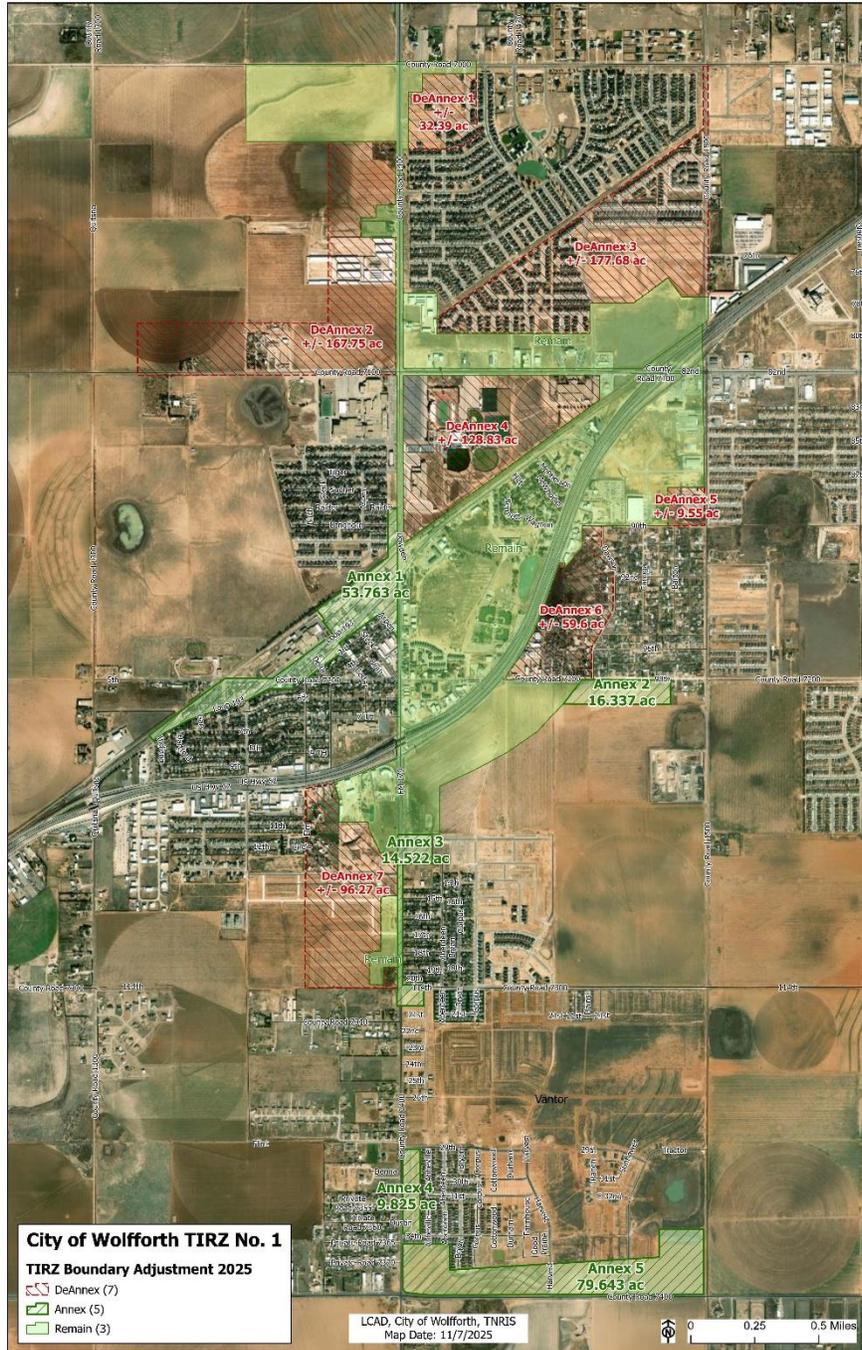


Exhibit 1 – Project Costs

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF WOLFFORTH

Public Infrastructure	Zone Project Costs
Public Infrastructure	\$ 40,000,000
Water and Sanitary Sewer Improvements	\$ 5,000,000
Roadway Improvements	\$ 7,500,000
Public Facility	\$ 2,500,000
Administrative Costs	\$ 500,000
Total Zone Project Costs	\$ 55,500,000

Exhibit 2a

**TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF WOLFFORTH
ORIGINAL ZONE**

Projected Values

Tax Roll Jan 1	Base Year TY 2008	Total Taxable Value	Captured Appraised Value
2025	\$ 7,020,185	\$ 16,073,036	\$ 9,052,851
2026	\$ 7,020,185	\$ 16,555,227	\$ 9,535,042
2027	\$ 7,020,185	\$ 17,051,884	\$ 10,031,699
2028	\$ 7,020,185	\$ 17,563,440	\$ 10,543,255
2029	\$ 7,020,185	\$ 18,090,344	\$ 11,070,159
2030	\$ 7,020,185	\$ 18,633,054	\$ 11,612,869
2031	\$ 7,020,185	\$ 19,192,046	\$ 12,171,861
2032	\$ 7,020,185	\$ 19,767,807	\$ 12,747,622
2033	\$ 7,020,185	\$ 20,360,841	\$ 13,340,656
2034	\$ 7,020,185	\$ 20,971,666	\$ 13,951,481
2035	\$ 7,020,185	\$ 21,600,816	\$ 14,580,631
2036	\$ 7,020,185	\$ 22,248,841	\$ 15,228,656
2037	\$ 7,020,185	\$ 22,916,306	\$ 15,896,121
2038	\$ 7,020,185	\$ 23,603,795	\$ 16,583,610

Projected Zone Revenues

Tax Year	Coll. Year	City Tax Rate	City Tax Revenue 75%	Total TIRZ Revenues Available for Projects	Cumulative TIRZ Revenues Available for Projects
2025	2026	\$ 0.847604	\$ 56,398	\$ 56,398	\$ 56,398
2026	2027	\$ 0.847604	\$ 59,402	\$ 59,402	\$ 115,801
2027	2028	\$ 0.847604	\$ 62,496	\$ 62,496	\$ 178,297
2028	2029	\$ 0.847604	\$ 65,683	\$ 65,683	\$ 243,980
2029	2030	\$ 0.847604	\$ 68,966	\$ 68,966	\$ 312,946
2030	2031	\$ 0.847604	\$ 72,347	\$ 72,347	\$ 385,293
2031	2032	\$ 0.847604	\$ 75,829	\$ 75,829	\$ 461,122
2032	2033	\$ 0.847604	\$ 79,416	\$ 79,416	\$ 540,539
2033	2034	\$ 0.847604	\$ 83,111	\$ 83,111	\$ 623,649
2034	2035	\$ 0.847604	\$ 86,916	\$ 86,916	\$ 710,566
2035	2036	\$ 0.847604	\$ 90,836	\$ 90,836	\$ 801,401
2036	2037	\$ 0.847604	\$ 94,873	\$ 94,873	\$ 896,274
2037	2038	\$ 0.847604	\$ 99,031	\$ 99,031	\$ 995,305
2038	2039	\$ 0.847604	\$ 103,314	\$ 103,314	\$ 1,098,619
			\$ 1,098,619	\$ 1,098,619	

Notes & Assumptions:

Assumes 3% annual growth rate

Assumes 98% collection rate

Base year value will need to be adjusted to account for properties being de-annexed

2025 City tax rate used

Projected Zone Revenues do not net out Administrative Costs & Fees; see Overall schedule

Exhibit 2b

**TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF WOLFFORTH
2014 ANNEX**

Projected Values

Tax Roll Jan 1	Base Year TY 2014	Total Taxable Value	Captured Appraised Value
2025	\$ 29,857,923	\$ 74,020,213	\$ 44,162,290
2026	\$ 29,857,923	\$ 76,240,819	\$ 46,382,896
2027	\$ 29,857,923	\$ 78,528,044	\$ 48,670,121
2028	\$ 29,857,923	\$ 80,883,885	\$ 51,025,962
2029	\$ 29,857,923	\$ 83,310,402	\$ 53,452,479
2030	\$ 29,857,923	\$ 85,809,714	\$ 55,951,791
2031	\$ 29,857,923	\$ 88,384,005	\$ 58,526,082
2032	\$ 29,857,923	\$ 91,035,525	\$ 61,177,602
2033	\$ 29,857,923	\$ 93,766,591	\$ 63,908,668
2034	\$ 29,857,923	\$ 96,579,589	\$ 66,721,666
2035	\$ 29,857,923	\$ 99,476,977	\$ 69,619,054
2036	\$ 29,857,923	\$ 102,461,286	\$ 72,603,363
2037	\$ 29,857,923	\$ 105,535,125	\$ 75,677,202
2038	\$ 29,857,923	\$ 108,701,178	\$ 78,843,255

Projected Zone Revenues

Tax Year	Coll. Year	City Tax Rate	City Tax Revenue 75%	Total TIRZ Revenues Available for Projects	Cumulative TIRZ Revenues Available for Projects
2025	2026	\$ 0.847604	\$ 275,126	\$ 275,126	\$ 275,126
2026	2027	\$ 0.847604	\$ 288,960	\$ 288,960	\$ 564,086
2027	2028	\$ 0.847604	\$ 303,209	\$ 303,209	\$ 867,296
2028	2029	\$ 0.847604	\$ 317,886	\$ 317,886	\$ 1,185,182
2029	2030	\$ 0.847604	\$ 333,003	\$ 333,003	\$ 1,518,185
2030	2031	\$ 0.847604	\$ 348,573	\$ 348,573	\$ 1,866,759
2031	2032	\$ 0.847604	\$ 364,611	\$ 364,611	\$ 2,231,370
2032	2033	\$ 0.847604	\$ 381,130	\$ 381,130	\$ 2,612,499
2033	2034	\$ 0.847604	\$ 398,144	\$ 398,144	\$ 3,010,643
2034	2035	\$ 0.847604	\$ 415,669	\$ 415,669	\$ 3,426,312
2035	2036	\$ 0.847604	\$ 433,719	\$ 433,719	\$ 3,860,031
2036	2037	\$ 0.847604	\$ 452,311	\$ 452,311	\$ 4,312,342
2037	2038	\$ 0.847604	\$ 471,461	\$ 471,461	\$ 4,783,802
2038	2039	\$ 0.847604	\$ 491,185	\$ 491,185	\$ 5,274,987
			\$ 5,274,987	\$ 5,274,987	

Notes & Assumptions:

Assumes 3% annual growth rate

Assumes 98% collection rate

Base year value will need to be adjusted to account for properties being de-annexed

2025 City tax rate used

Projected Zone Revenues do not net out Administrative Costs & Fees; see Overall schedule

Exhibit 2c

**TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF WOLFFORTH
2025 ANNEX**

Projected Values

Tax Roll Jan 1	Base Year TY 2025	Total Taxable Value	Captured Appraised Value
2025	\$ 4,113,773	\$ 4,113,773	\$ -
2026	\$ 4,113,773	\$ 4,237,186	\$ 123,413
2027	\$ 4,113,773	\$ 4,364,302	\$ 250,529
2028	\$ 4,113,773	\$ 4,495,231	\$ 381,458
2029	\$ 4,113,773	\$ 4,630,088	\$ 516,315
2030	\$ 4,113,773	\$ 4,768,990	\$ 655,217
2031	\$ 4,113,773	\$ 4,912,060	\$ 798,287
2032	\$ 4,113,773	\$ 5,059,422	\$ 945,649
2033	\$ 4,113,773	\$ 5,211,205	\$ 1,097,432
2034	\$ 4,113,773	\$ 5,367,541	\$ 1,253,768
2035	\$ 4,113,773	\$ 5,528,567	\$ 1,414,794
2036	\$ 4,113,773	\$ 5,694,424	\$ 1,580,651
2037	\$ 4,113,773	\$ 5,865,257	\$ 1,751,484
2038	\$ 4,113,773	\$ 6,041,214	\$ 1,927,441

Projected Zone Revenues

Tax Year	Coll. Year	City Tax Rate	City Tax Revenue 75%	Total TIRZ Revenues Available for Projects	Cumulative TIRZ Revenues Available for Projects
2025	2026	\$ 0.847604	\$ -	\$ -	\$ -
2026	2027	\$ 0.847604	\$ 769	\$ 769	\$ 769
2027	2028	\$ 0.847604	\$ 1,561	\$ 1,561	\$ 2,330
2028	2029	\$ 0.847604	\$ 2,376	\$ 2,376	\$ 4,706
2029	2030	\$ 0.847604	\$ 3,217	\$ 3,217	\$ 7,923
2030	2031	\$ 0.847604	\$ 4,082	\$ 4,082	\$ 12,005
2031	2032	\$ 0.847604	\$ 4,973	\$ 4,973	\$ 16,978
2032	2033	\$ 0.847604	\$ 5,891	\$ 5,891	\$ 22,869
2033	2034	\$ 0.847604	\$ 6,837	\$ 6,837	\$ 29,706
2034	2035	\$ 0.847604	\$ 7,811	\$ 7,811	\$ 37,517
2035	2036	\$ 0.847604	\$ 8,814	\$ 8,814	\$ 46,331
2036	2037	\$ 0.847604	\$ 9,847	\$ 9,847	\$ 56,178
2037	2038	\$ 0.847604	\$ 10,912	\$ 10,912	\$ 67,090
2038	2039	\$ 0.847604	\$ 12,008	\$ 12,008	\$ 79,097
			\$ 79,097	\$ 79,097	

Notes & Assumptions:

Assumes 3% annual growth rate

Assumes 98% collection rate

2025 City tax rate used

Projected Zone Revenues do not net out Administrative Costs & Fees; see Overall schedule

Exhibit 2d

**TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF WOLFFORTH
ALL REVENUES & TRANSFERS**

Projected Values				Projected Zone Revenues							
Tax Roll Jan 1	Base Year	Total Taxable Value	Captured Appraised Value	Tax Year	Coll. Year	City Tax Rate	City Tax Revenue 75%	City Annual Admin Fee 5%	Zone Administrative Costs	Total TIRZ Revenues Available for Projects	Cumulative TIRZ Revenues Available for Projects
2025	\$ 40,991,881	\$ 94,207,022	\$ 53,215,141	2025	2026	\$ 0.847604	\$ 331,524	\$ (16,576)	\$ (15,000)	\$ 299,948	\$ 299,948
2026	\$ 40,991,881	\$ 97,033,233	\$ 56,041,352	2026	2027	\$ 0.847604	\$ 349,131	\$ (17,457)	\$ (15,000)	\$ 316,675	\$ 616,623
2027	\$ 40,991,881	\$ 99,944,230	\$ 58,952,349	2027	2028	\$ 0.847604	\$ 367,267	\$ (18,363)	\$ (15,000)	\$ 333,903	\$ 950,526
2028	\$ 40,991,881	\$ 102,942,557	\$ 61,950,676	2028	2029	\$ 0.847604	\$ 385,946	\$ (19,297)	\$ (15,000)	\$ 351,649	\$ 1,302,175
2029	\$ 40,991,881	\$ 106,030,833	\$ 65,038,952	2029	2030	\$ 0.847604	\$ 405,185	\$ (20,259)	\$ (15,000)	\$ 369,926	\$ 1,672,101
2030	\$ 40,991,881	\$ 109,211,758	\$ 68,219,877	2030	2031	\$ 0.847604	\$ 425,002	\$ (21,250)	\$ (15,000)	\$ 388,752	\$ 2,060,853
2031	\$ 40,991,881	\$ 112,488,111	\$ 71,496,230	2031	2032	\$ 0.847604	\$ 445,414	\$ (22,271)	\$ (15,000)	\$ 408,143	\$ 2,468,996
2032	\$ 40,991,881	\$ 115,862,754	\$ 74,870,873	2032	2033	\$ 0.847604	\$ 466,437	\$ (23,322)	\$ (10,000)	\$ 433,115	\$ 2,902,112
2033	\$ 40,991,881	\$ 119,338,637	\$ 78,346,756	2033	2034	\$ 0.847604	\$ 488,092	\$ (24,405)	\$ (10,000)	\$ 453,687	\$ 3,355,799
2034	\$ 40,991,881	\$ 122,918,796	\$ 81,926,915	2034	2035	\$ 0.847604	\$ 510,396	\$ (25,520)	\$ (10,000)	\$ 474,876	\$ 3,830,675
2035	\$ 40,991,881	\$ 126,606,360	\$ 85,614,479	2035	2036	\$ 0.847604	\$ 533,369	\$ (26,668)	\$ (10,000)	\$ 496,700	\$ 4,327,375
2036	\$ 40,991,881	\$ 130,404,551	\$ 89,412,670	2036	2037	\$ 0.847604	\$ 557,031	\$ (27,852)	\$ (10,000)	\$ 519,179	\$ 4,846,554
2037	\$ 40,991,881	\$ 134,316,687	\$ 93,324,806	2037	2038	\$ 0.847604	\$ 581,403	\$ (29,070)	\$ (10,000)	\$ 542,333	\$ 5,388,887
2038	\$ 40,991,881	\$ 138,346,188	\$ 97,354,307	2038	2039	\$ 0.847604	\$ 606,507	\$ (30,325)	\$ (10,000)	\$ 566,181	\$ 5,955,069
							\$ 6,452,704	\$ (322,635)	\$ (175,000)	\$ 5,955,069	

Notes & Assumptions:

Assumes 3% annual growth rate

Assumes 98% collection rate

Base year value will need to be adjusted to account for properties being de-annexed

2025 City tax rate used



AGENDA ITEM COMMENTARY

Item # 8.

MEETING NAME:	City Council
MEETING DATE:	December 15, 2025
ITEM TITLE:	Consider and take appropriate action on Tax Increment Reinvestment Board position.
STAFF INITIATOR:	Economic Development Director-Danielle Sweat

BACKGROUND:

The Tax Increment Reinvestment Zone (TIRZ) Board is authorized to consist of five members. With the recent departure of Aubrey Brockman, who relocated outside the city limits, we now have one vacancy to fill. The remaining four members, Brandon Tyler, David Cooper, Julie Levy, and Jonathan Singer, continue to serve.

Nicole Butler, who currently serves on the Wolfforth EDC Board, has expressed a willingness to serve in the open TIRZ position. Given that the TIRZ functions as an arm of economic development, I believe her experience, familiarity with our ongoing projects, and existing involvement with the WEDC make her an excellent fit for this role. As the Director of Economic Development, I am in full support of her appointment.

Additionally, we would like to request Council's consideration of establishing two alternate board member positions. Having alternates in place will help ensure continuity, maintain quorum when needed, and support the board's long-term effectiveness as we move forward with significant development initiatives.

EXHIBITS:

COUNCIL ACTION/STAFF RECOMMENDATION:

I respectfully ask the Council to consider the appointment of Nicole Butler to the open TIRZ board seat and to authorize the creation of two alternate positions for future appointments.



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	December 15, 2025
ITEM TITLE:	Consider and take appropriate action on Resolution 2025-054 Authorizing Kimley Horn to perform engineering services for Lubbock sewer interconnect.
STAFF INITIATOR:	Randy Criswell, City Manager

BACKGROUND:

I've requested proposals for engineering services to design and oversee construction of the sewer line that will connect our system to Lubbock. I recommend we utilize the services of Kimley Horn for this project, and a Resolution has been prepared for that action. Total cost of the engineering will be \$717,700.

EXHIBITS:

Proposal from Kimley Horn

Proposal from OJD

Resolution

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends approval of the resolution as presented.

RESOLUTION NO. 2025-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN INDIVIDUAL PROJECT ORDER WITH KIMLEY HORN AND ASSOCIATES FOR ENGINEERING SERVICES FOR A SEWER INTERCEPTOR PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to approve an Individual Project Order with Kimley Horn and Associates for engineering work necessary for a sewer interceptor project.

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

SECTION 1. The City Council hereby approves an Individual Project Order with Kimley Horn and Associates for engineering work necessary for a sewer interceptor project attached to this Resolution as **Exhibit A**.

SECTION 2. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Wolfforth, Texas on this the 15th day of December 2025.

Charles Addington, II, Mayor

Terri Robinette, City Secretary

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Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Wolfforth, Texas (“City” or “Wolfforth”) in accordance with the terms of the Master Agreement for Continuing Professional Services dated November 8, 2020, which is incorporated herein by reference.

Identification of Project: City of Wolfforth Sewer Interceptor

Project Understanding: The Consultant understands that the City intends to design and construct, for the purposes of the City of Lubbock to receive and treat all municipal wastewater from City of Wolfforth, the following:

- Approximately 10,580 linear feet of 30-inch diameter sewer line
 - This alignment is understood to be generally from Alcove St. to Milwaukee St. along 146th Street
 - City of Lubbock will provide necessary right-of-way to City of Wolfforth
 - Consultant is not providing right-of-way acquisition support services from Alcove to Milwaukee
- Approximately 9,260 linear feet of 18-inch force main from City’s existing Wastewater Treatment Plant (WWTP) to intersection of Alcove Street and 146th Street
 - Consultant will provide right-of-way acquisition support services to assist City in obtaining these easements

The Consultant understands the agreement between the City of Lubbock and Wolfforth has the following requirements and Consultant will incorporate these requirements into the final plans and specifications:

- The Contract between the City of Lubbock and City of Wolfforth states the initial discharge limit to be 450,000 gallons per day (GPD), increasing up to 1.5 million gallons per day (MGD) over 20 years
- The City of Wolfforth can discharge to the City of Lubbock system between the hours of 7:00 PM and 12:00 PM (17 hours per day), with a peak allowable discharge rate of 1,200 gallons per minute (gpm).

The Consultant will perform an evaluation to determine whether to improve the existing lift station, design a new lift station, or use existing facultative lagoons which will require new pumping equipment for wastewater storage. **The final design and necessary permitting documents for one of these options is not included in this Agreement and will be included in a future amendment.**

The Consultant will provide design phase and construction phase services to the City for the referenced projects. The Consultant understands that the City considers this an emergency project and intends to award it directly to a contractor. The Consultant also understands that the City does not plan to solicit competitive bids for this project. The Consultant understands that no state or federal funding will be utilized on this project.

TASK 1 PROJECT MANAGEMENT

A. Project Management:

1. Develop project communication plan.
 - a. Develop project contact list.
 - b. Prepare and e-mail progress reports to project team once a month to be included with invoices during the design phase. 6 months is assumed.
 - c. Prepare project schedule and provide schedule updates if the schedule changes.

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- d. Meetings
 - i. Prepare for and attend kickoff meeting.
 - ii. Prepare meeting notes and distribute to the City.
- 2. Sub-consultant Agreement Preparation
 - a. Prepare and execute up to two (2) subconsultant agreements.

TASK 2 CONCEPTUAL DESIGN FOR WWTP MODIFICATIONS

- A. The Consultant will perform an evaluation to determine whether to improve the existing lift station, design a new lift station, or use facultative lagoons with new pumping equipment for wastewater storage. The Consultant will evaluate up to three (3) modification options at City's existing WWTP. The Consultant will also evaluate up to three (3) connection layouts for the force main.
 - 1. Preliminary Wastewater Lift Station, Storage System and Force Main Alignment Evaluation
 - a. Consultant will develop a preliminary schematic layout for the proposed raw wastewater conveyance and storage system associated with the Project.
 - b. Consultant will evaluate three (3) conceptual options for raw wastewater storage and lift station modifications. Both options will consider:
 - i. Rehabilitating the City's existing wastewater treatment facility ponds for flow equalization and storage.
 - ii. Utilizing the existing lift station to convey flows to the proposed wastewater interceptor
 - iii. Designing a new lift station to convey flows to the proposed wastewater interceptor
 - c. Evaluations will be based on the project understanding and the following parameters:
 - i. Initial Flow: 450,000 GPD
 - ii. 20-year Maximum Daily Flow: 1.5 MGD
 - iii. Discharge Timeframe: 7 PM to 12 PM (the next day) - 17 hours
 - iv. Peak Discharge Rate: 1,200 gpm
 - d. Consultant will identify system limitations, feasibility concerns, and modifications required to provide compatibility with the proposed interceptor alignment and the City's operational goals.
 - i. Consultant will provide summary of findings in a technical memorandum along with a preliminary cost estimate.
 - 2. Conceptual Design-Level Cost Estimation
 - a. Consultant will prepare a conceptual exhibit and provide preliminary Opinion of Probable Cost (OPCC) to support system planning.

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- b. Consultant will review OPCC costs with City staff and incorporate any City staff feedback into final version.
 - c. OPCCs will be based on schematic-level information and do not reflect detailed engineering or final design efforts. The Consultant does not guarantee alignment with real-time construction costs.
3. Preliminary Infrastructure Exhibit Preparation
- a. Consultant will prepare one (1) 22"x34" PDF exhibit illustrating proposed infrastructure modifications needed to convey the raw wastewater to the City of Lubbock's wastewater system.
 - b. Consultant will review the exhibit with City staff and incorporate any City staff feedback for final version.
 - c. The exhibit will be conceptual and is intended for planning use only. Construction drawings and final permitting documents will NOT be produced under this task and will be included in Additional Services.
4. Preliminary WWTF Modifications Permitting Preparation
- a. The objective of this task is to assist the Client with preliminary documentation and permit coordination necessary to develop conveyance infrastructure as related to the Project. This task supports regulatory compliance and facilitates preliminary coordination with governing agencies.
 - b. Consultant shall perform the following services under this task:
 - i. Preliminary Permitting Review and Coordination
 - 1) Identify and summarize the applicable regulatory requirements for the preferred conveyance option, including permitting through the Texas Commission of Environmental Quality (TCEQ).
 - 2) Coordinate with permitting agencies to discuss anticipated submittal requirements, schedules, and any known constraints or conditions.
 - Up to three (3) meetings are included in this task.
 - ii. Provide a summary memo outlining key permitting steps and responsibilities for both temporary and permanent water system components.
 - c. This task is intended to prepare foundational documentation for permitting and regulatory engagement and does not include completion of final permit applications, engineering reports, or formal studies.

TASK 3 TOPOGRAPHIC SURVEY

A. Design Survey & Research

- 1. Right of Entry (ROE) Coordination Services
 - a. Consultant will coordinate with up to five (5) property owners where survey data collection is recommended for this Project. The Consultant will coordinate up to five (5) hours with each landowner in efforts to obtain a signed ROE form. If a landowner will not agree to the ROE letter, the Consultant will submit a contact log to the Owner with the coordination efforts included.

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2. The limits of the survey will include an approximate 160-foot width cross section at 100-ft stations for 18,500 linear feet.
3. Coordinate with Texas 811 and Owner to locate and mark existing franchise and public utilities prior to performing the field survey.
4. Establish horizontal & vertical control at 1,000-foot intervals.
5. Perform a field survey to identify and locate existing topographic elements consisting of the following:
 - a. Visible improvements including photos and field sketches
 - b. Ditch tops, ditch flowlines, edges and centerline of dirt roads
 - c. Existing pavement, curb and gutter, sidewalks, barrier free ramps, etc.
 - d. Existing storm sewer inlets, manholes, junction boxes, and outfalls
 - e. Measure-downs to flowline, direction, size, and material required for all utility manholes
 - f. Utility manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, other public utilities, and franchise utilities.
 - g. Measure-downs to top of nut for water valves
 - h. Signs (excluding temporary signs)
 - i. Trees, 12-inch caliper and up
 - j. Fence limits and material types
6. Research will consist of obtaining copies of publicly available deeds, plats, and easements for the subject tract of land. An abstract of title is not included.
7. Locate property and right-of-way corners.
8. Prepare a property map with property line, right-of-way lines, and monumentation discovered.
9. Prepare a final topographic drawing in AutoCAD 2024 format at 1" = 40' scale (including one-foot contours and break lines) showing the features located in the field, an ASCII coordinate file of the points located in the field.

TASK 4 EASEMENT PREPARATION AND ACQUISITION

A. Separate Instrument Easement Descriptions

1. Based on the final alignment and property research prepared and performed as part of Task3, Consultant will prepare easement parcel surveys for a 30-foot permanent sanitary sewer interceptor easement.
 - a. One (1) parcel is anticipated
2. Prepare easement parcel surveys for a 50-foot temporary construction easement.

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- a. Up to eight (8) parcels are anticipated.
3. Individual parcel surveys will be on 8 ½"x11" paper, will be sealed, dated, and signed by a Registered Professional Land Surveyor (Owner to provide standard language), will conform to standard format provided by the Owner and will contain the following at a minimum:
 - a. Parcel number
 - b. Area required
 - c. Legal description
 - d. Current owner
 - e. Existing easements found through public records search or provided to Consultant by the City. Without a title commitment provided to Consultant, there may be easements or covenants that are not shown on the documents.
 - f. Metes and bounds description of easements to be acquired. The description will be provided on a separate sheet from exhibit. Each type of easement will be described separately
- B. Consultant will provide the following easement acquisition services:
1. Consultant will coordinate with a third-party Right of Way Agent subconsultant to aid in property acquisition services for up to eight (8) hours per parcel.
 2. Provide property negotiation services with one landowner for up to two (2) parcels (one permanent and one temporary) as follows:
 - a. The offer to purchase the properties will be based on the appraisals (if needed) as indicated above.
 - i. The Owner will establish the value to be used in negotiation and the range of negotiating authority to be given to the Right of Way Agent.
 - ii. Consultant's Right of Way Agent will provide the services of qualified right-of-way agents to attempt to secure the required right-of-way for the project. The right-of-way agents will provide each property owner a copy of The Texas Landowner Bill of Rights but will NOT be required to provide negotiation services under the Uniform Relocation and Acquisition Act (Uniform Act). This offer shall not be construed to be the Initial Offer as defined by Chapter 21. Texas Property Code.
 - iii. Consultant will negotiate on behalf of the Owner and utilize conveyance documents and other necessary forms as prescribed by the Owner.
 - 1) Consultant will provide a good faith effort to acquire the rights-of-way through a negotiation process, which will generally consist of 24 hours for each parcel over a six (6) month negotiation period for up to two (2) parcels (one permanent and one temporary).

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- 2) During this period the Consultant will communicate with the property owner, or his authorized representative to reach an agreement, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail.
- 3) If the schedule for acquisition of the right-of-way or other factors arise, which make it expedient, travel outside the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically authorized by the Owner.
 - If such travel is authorized, the expenses involved, including the agent's services, will be considered additional services.
- iv. The initial offer made to the property owner will be based on the value authorized by the Owner. All counter-offers by the property owner, along with Consultant and Consultant's Right of Way Agent recommendations will be presented to the Owner for consideration.
 - 1) The Owner must establish and recommend such counter offers before Consultant will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the Owner in the various stages of the negotiation. This offer shall not be construed to be the Initial Offer as defined by Chapter 21. Texas Property Code.
- v. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, Consultant will forward to the Owner a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the Owner. This M/A sets forth the compensation and any other terms and conditions agreed upon. The Owner will be responsible for obtaining the Owner's ratification and for returning the ratified M/A to Consultant.
3. Consultant's Real Estate Attorney will coordinate contacts with the Owner to deliver any payments to the property owner via the closing title company.
4. This Scope of Services assumes that costs for Title Commitments, Title Policies and recording fees will be purchased by the Owner through the assistance of the Consultant's Real Estate Attorney and the closing title company.
 - a. The amount paid for the Title Policies will not exceed the premium amounts set by the Texas Department of Insurance. Consultant's Real Estate Attorney will review liens or other exceptions reported in the Title Commitment. Consultant will coordinate the location and the effect of any utility easements.
 - b. Consultant will report the results of the Title Commitment to the Owner, recommending the disposition of the exceptions. The decision whether the reported exceptions are acceptable or must be eliminated will be the responsibility of the Owner.
 - i. Any action required to clear title is not included in the Scope of Work for this project, and if required, will be considered Additional Services.
5. Condemnation services are not included with this scope of services.

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TASK 5 FORCE MAIN & INTERCEPTOR DESIGN

- A. Prepare the preliminary force main and interceptor plan and specification set
1. Prepare preliminary plan and profile (electronic roll plot format, 1"=40'H and 1"=5' V scale).
Items to be included:
 - a. Plan:
 - i. Control data
 - ii. Existing / proposed right-of-way and easements
 - iii. Existing topography
 - iv. Existing pavement
 - v. Proposed centerline alignment
 - vi. Proposed construction access locations
 - vii. Existing trees
 - viii. Existing driveway locations
 - ix. Existing storm drain and culvert locations
 - x. Existing water lines
 - xi. Existing sanitary sewer lines
 - b. Profile:
 - i. Existing ground profile
 - ii. Proposed vertical alignment
 - iii. Existing Utilities
 2. Traffic Control Plans
 - a. Develop initial construction sequence plan views showing:
 - i. Temporary signing and striping, barricades, and other channelization devices
 - ii. Vehicle and pedestrian detour routing during construction (if applicable)
 3. Franchise Utility Coordination
 - a. Data Collection and Research
 - i. Send notification letter with project limits delineated to franchise utility companies. Gather existing franchise utility information.

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- ii. Up to one (1) coordination meeting with franchise utility companies to discuss any known potential conflicts and any future plans to extend franchise utility lines prior to construction.
 - 1) This is one meeting for all franchise utility company coordination.
- b. Coordination
 - i. Coordinate possible utility conflicts with franchise utility companies
 - ii. Coordinate possible conflicts due to vertical alignment of the interceptor
- 4. Geotechnical
 - a. Geotechnical Analysis - The Consultant will perform a geotechnical analysis of the proposed interceptor alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding embedment, backfill and excavation parameters. The geotechnical analysis will include the following:
 - i. Subsurface exploration including up to ten (10) sample bores at an average depth of 25-feet at various locations and depths along the proposed route.
 - ii. Laboratory tests for classification purposes and strength characteristics
 - iii. Engineering services that address soil and groundwater conditions for proposed horizontal boring locations, if necessary.
 - iv. Prepare a geotechnical report that presents the results of the field and laboratory data as well as analysis and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes only.
- 5. Preliminary Design Submittal (60%)
 - a. Review Meeting
 - i. Consultant will prepare for and attend review meeting with Owner.
 - ii. Review comments will be recorded during this meeting and distributed to attendees. This review shall include the following:
 - 1) Plan and profile of proposed preliminary alignment and easements
 - 2) CAD drawing in Civil 3-D format showing the following:
 - iii. Existing utility lines near proposed alignment
 - iv. Conflict analysis of existing utilities and proposed alignment
 - v. Proposed connection location for selected route from approved routing and alignment report.
 - vi. Preliminary opinion of probable construction cost
 - vii. Technical specifications
 - 1) Draft technical specification documents and incorporate updated design concepts

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6. County Permitting Coordination and Submittal
 - a. Consultant shall perform the following services under this task before construction begins:
 - i. Prepare a Permit Application for Utility Installation Proposal in County Right-of-Way and supporting documentation, as required by Lubbock County, for any segments of the proposed interceptor that cross County right-of-way.
 - ii. Conduct one (1) pre-submittal coordination meeting with County staff prior to final submittal to clarify submittal expectations, discuss project objectives, and address any anticipated issues.
 - iii. Conduct two (2) meetings with City Staff
 - 1) One (1) meeting prior to the County pre-submittal meeting
 - 2) One (1) meeting prior to the final County submittal
 - iv. Submit the Permit Application and support documents to Lubbock County offices.
 - v. Track the status of the submittal and coordinate with County staff on comment responses and as needed to facilitate the review and approval.
- A. Prepare the final force main and interceptor plan and specification set
 1. Plans
 - a. Prepare engineering plans, specifications, and construction contract documents for project bidding and regulatory approval. Plans will consist of 22"x 34" plan and profile sheets at 1"=40'H and 1"=5'V. The Consultant anticipates preparing approximately 80 - 100 plan sheets. The Consultant will provide the following information on the plan sheets:
 - i. Civil Sheets
 - 1) Cover
 - 2) General project notes
 - 3) Horizontal and vertical control
 - 4) Construction Access Plan
 - 5) Plan view
 - 6) Profiles
 - 7) Erosion control plan
 - 8) Traffic control plan
 - 9) Construction details
 - ii. Contract Documents

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- 1) Specifications will include technical specifications for materials and installation of the proposed facilities. The Contract Documents will be based upon the Owner's Standard Contract documents. Local jurisdiction requirements for utility construction will govern all other specifications
- iii. Perform up to three (3) site visits with Owner to verify existing conditions and proposed design components
- iv. Submit to the Owner 95% complete plans, specifications, contract documents, and OPCC for review and comments
 - 1) Meet with City staff to present 95% complete plans, specifications, contract documents, and an OPCC for this phase of the project.
 - 2) Make one (1) set of revisions based on the Owner's review of the 95% submittal
- v. Meet with City staff to present 100% complete plans, specifications, contract documents, and a final OPCC.

TASK 6 CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

- A. Consultant will provide professional construction phase services for construction of the proposed project, for the purpose of providing assistance to Owner during construction
 1. Construction Contract Execution
 - a. Consultant will prepare five (5) sets of the contract documents for execution by the contractor, receive and review such documents for completeness, and forward to the Owner for review and execution.
 2. Conformance Plans
 - a. The Consultant will prepare ten (10) sets of conformed plans for distribution to the Owner and the Contractor.
 3. Consultant shall perform the following Construction Phase Services:
 - a. Pre-Construction Conference. Consultant will prepare for and attend a Pre-Construction Conference prior to commencement of Work at the Site.
 - b. One (1) public meeting with Contractor and Owner
 - c. Visits to Site and Observation of Construction. Consultant will provide the following services throughout construction. A construction period of 18 months is the basis of this proposal.
 - d. Engineer of Record
 - e. Construction Materials Testing
 - f. Consultant.

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- i. Consultant's role as Consultant will include providing on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Owner in order to observe the progress of the Work. It is anticipated that the Consultant will attend one progress meeting and visit the site for observation at that time, once a month for a period of 24 months. Additional site visits will be considered additional services. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress.

Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Owner informed of the general progress of the Work.

- g. Recommendations with Respect to Defective Work. Consultant will recommend to Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- h. Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to OWNER as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Owner.
- i. Change Orders. Consultant may recommend Change Orders to Owner and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- j. Shop Drawings and Submittals. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- k. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- l. Inspections and Tests. Consultant, through its subconsultant, will perform the following laboratory tests of Contractor's work as Consultant deems appropriate; soils, flex base, hot mix, and field testing. Consultant, or its subconsultant, may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

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- m. Disagreements between Owner and Contractor. Consultant will, if requested by Owner, render written decision on all claims of Owner and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- n. Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Owner, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests
- o. By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- p. Final Completion. Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct a site visit to determine if the Work is finally complete. Work will be considered finally complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Owner, Consultant considers the Work finally complete; Consultant will notify Owner and Contractor.
- q. Final Notice of Acceptability of the Work. Consultant will conduct a site visit to determine if the final punch list is generally in accordance with the Contract Documents so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- r. Quarterly Walkthrough After Final Completion. Consultant will conduct four (4) site visits, in company with Owner after Final Completion, to identify deficiencies Contractor shall address during the Warranty period.
- s. Limitation of Responsibilities. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Individual Project Order Number
City of Wolfforth Sewer Interceptor

- t. Record Drawings. Prepare project "Record Drawings" based on information provided by the Contractor as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by others. Consultant will provide the following deliverables:
 - u. One (1) 22"x34" set of black line Record Drawings
 - v. One (1) set of .PDF file Record Drawings

Individual Project Order Number
City of Wolfforth Wastewater Interceptor

Additional Services if required: See Below

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Owner, will be considered additional services. Additional Services will be compensated on a reimbursable basis at the then current hourly rates. Consultant will not perform any Additional Services without Owner's prior approval. Additional services include, but are not limited to, the following:

- Real estate assistance in obtaining right-of-way entry beyond that indicated in the scope of services.
- Real estate assistance for condemnation hearings
- Platting and rezoning assistance for lift station property
- Providing additional presentations to City Council
- Financial implementation planning
- Attending regulatory meetings beyond that indicated in the scope of services
- Franchise Utility Coordination and/or Design beyond those specifically included in the Scope of Services referenced above.
- Additional permitting requirements beyond those specifically included in the Scope of Services
- Public meetings beyond those specifically included in the Scope of Services
- Final design for WWTP improvements and/or modifications
- Any additional changes to the Contract Documents necessary to break the project into phases
- Additional copies of Construction Documents
- Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Assisting Owner or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Accompanying the Owner's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the Owner's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Owner's compliance efforts.
- Preparation of grant or funding applications, including coordination with funding agencies.

Individual Project Order Number
City of Wolfforth Wastewater Interceptor

- Development of easement exhibits or legal descriptions beyond those included in the base scope.
- Environmental assessments or studies not specifically included in the Scope of Services.
- Coordination with third-party infrastructure owners.
- Utility potholing or subsurface utility engineering (SUE) beyond what is included in the base scope.
- Construction phase services beyond those specifically included.
- Any services not listed in the Scope of Services

Services provided by Owner: _____

Schedule: Consultant will begin services upon receipt of Notice to Proceed.

Deliverables: See items listed above under Scope of Services.

Method of compensation: The services identified in the scope of services for the total fee below. Additional services with the scope and services will be performed for the total lump sum fee below:

Task	Fee	Fee Type
TASK 1 – Project Management	\$7,000	LS
TASK 2 – Conceptual Design for WWTP Improvement Modifications	\$69,200	LS
TASK 3 – Topographic Survey	\$133,900	LS
TASK 4 – Easement Preparation and Acquisition	\$24,500	LS
TASK 5 – Force Main & Interceptor Design	\$348,700	LS
TASK 6 – Construction Contract Administration	\$134,400	HR
Total	\$717,700	

All permitting, application, and similar project fees will be paid directly by the Owner. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Other special terms of Individual Project Order: None.



March 27, 2025

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

Re: Engineering & Surveying Services Proposal for Lubbock Sewer Connection

Dear Mr. Criswell:

This engineering and surveying proposal is for the Lubbock Sewer 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 both force main and gravity main to connect to the City of Lubbock’s sewer system at the intersection of 146th Street and Milwaukee Avenue. 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:** \$225,000
Includes boundary survey for land acquisition, topographic survey for design purposes and construction staking.
 - **Engineering Design Services:** \$550,000
Includes engineering design along with TCEQ submittal and approval.
 - **Construction Engineering Services:** \$100,000
Includes construction management, inspection, testing management and review and approval of pay applications.
- Total: \$875,000**

Wolfforth | Amarillo



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: _____

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**STANDARD FEE SCHEDULE
2025**

Senior Principal	\$230/hr
Principal	\$200/hr
Senior Professional Engineer	\$175/hr
Professional Engineer	\$150/hr
Senior Registered Professional Land Surveyor	\$190/hr
Registered Professional Land Surveyor	\$140/hr
Engineer-in-Training	\$120/hr
Senior Engineering Technician/Designer	\$135/hr
Engineering Technician/Designer	\$100/hr
Surveyor-in-Training	\$110/hr
Survey party chief	\$110/hr
CAD Technician	\$100/hr
Survey Technician	\$75/hr
3-Man field crew (Total Station/Level)	\$260/hr
2-Man field crew (Total Station/Level)	\$185/hr
Senior Admin. Staff	\$75/hr
Admin. Staff	\$65/hr
GPS receivers (min 2 units)	\$45/hr/unit

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.

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AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	December 15, 2025
ITEM TITLE:	Consider and take appropriate action on Resolution 2025-056 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING SHEPHERD MEDICAL TRANSPORT, LLC TO OPERATE WITHIN THE CITY OF WOLFFORTH; AND PROVIDING AN EFFECTIVE DATE
STAFF INITIATOR:	Randy Criswell, City Manager

BACKGROUND:

We’ve received a request from Shepherd Medical Transport, LLC, for our consent and approval to operate an ambulance service in Wolfforth. The service will be transfers only and won’t compete with or conflict with our own emergency medical services. If Shepherd is to receive approval from the State, they must provide a Letter of Approval from Wolfforth (included as an exhibit).

We have no objections to providing the letter of approval, and a Resolution has been prepared to authorize the Mayor to do so.

EXHIBITS:

- Letter of Approval
- Resolution

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends approval of the resolution as presented.

RESOLUTION NO. 2025-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING SHEPHERD MEDICAL TRANSPORT, LLC TO OPERATE WITHIN THE CITY OF WOLFFORTH; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to approve a request by Shepherd Medical Transport, LLC to operated within the city limits of Wolfforth

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

SECTION 1. The City Council hereby approves Shepherd Medical Transport, LLC to operate within the city limits of Wolfforth and has issued a letter in support to the Texas Department of State Health Services attached as Exhibit A.

SECTION 2. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Wolfforth, Texas on this the 15th day of December 2025.

Charles Addington, II, Mayor

Terri Robinette, City Secretary



City of Wolfforth
302 Main Street
Wolfforth, Texas 79382
806-855-4120 | caddington@wolfforthtx.us

12/15/2025

Subject: Letter of Approval for Shepherd Medical Transport

Dear Texas Department of State Health Services,

This letter serves as the official Letter of Approval from the City of Wolfforth, Texas, for Shepherd Medical Transport, LLC, an applicant seeking an initial Emergency Medical Services (EMS) Provider License to operate within our municipal jurisdiction.

This approval is issued in accordance with the requirements of the Texas Health and Safety Code, Chapter 773, specifically **Section 773.0573**.

The City of Wolfforth City Council has reviewed the application and operational plan submitted by Shepherd Medical Transport, LLC, and has made the following determinations as required by **Texas Health and Safety Code, Sec. 773.0573(b)**:

Required Findings by Local Governmental Entity

1. **NO ADVERSE EFFECT:** The addition of Shepherd Medical Transport, LLC, as another licensed emergency medical services provider **will not interfere with or adversely affect** the provision of emergency medical services by the licensed emergency medical services providers currently operating in the City of Wolfforth, Texas.
2. **REMEDY PROVIDER SHORTAGE:** The addition of Shepherd Medical Transport, LLC, as another licensed emergency medical services provider **will remedy an existing provider shortage** that cannot be resolved through the use of the licensed emergency medical services providers currently operating in the City of Wolfforth, Texas.
3. **NO OVERSUPPLY:** The addition of Shepherd Medical Transport, LLC, as another licensed emergency medical services provider **will not cause an oversupply** of licensed emergency medical services providers in the City of Wolfforth, Texas.

Based on these findings, the City of Wolfforth hereby grants approval for Shepherd Medical Transport, LLC, to proceed with its initial EMS Provider License application with the Texas Department of State Health Services.

Sincerely,

Charles Addington, II, Mayor
 City of Wolfforth, Texas