

**AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 5th day of MARCH, 2025, by and between the City of Wolfforth ("Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("Consultant").

NAME OF PROJECT: Wolfforth Comprehensive Plan ("Project.")

The Client and the Consultant agree as follows:

- 1) Scope of Services and Additional Services. The Consultant will perform only the professional services specifically described in Exhibit A, which is made a part of this Agreement ("Services"). Any services that are not set forth in the scope of Services described in Exhibit A will constitute additional services ("Additional Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
 - a) Designate in writing a person to act as the Client's representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b) Provide all criteria and information as to the Client's requirements, objectives, and expectations for the Project, and all standards of development, design, or construction.
 - c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d) Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
 - g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by the Client.

- h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.
- 3) Period of Services. Unless otherwise stated herein, the Consultant shall begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting orderly and continuous progress of the Project through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, the Consultant's compensation shall be renegotiated.
- 4) Compensation for Services.
- a) The Consultant's compensation shall be as stated herein, unless otherwise provided in Exhibit A. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
 - b) If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services. Services undertaken or expenses incurred by the Consultant exceeding any estimates shall be the liability of the Client.
- 5) Method of Payment.
- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.
 - b) The Client will remit all payments electronically to:
 - Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 - Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
 - Account Number: 2073089159554
 - ABA#: 121000248
 - c) The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.

- d) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - e) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f) If the Consultant initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - g) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 6) Use of Deliverables. All documents, data, and other deliverables prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of the Consultant's deliverables, or any reuse of the deliverables without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by the Consultant, the hardcopy shall govern.
- 7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 6 of this Agreement. Unless explicitly agreed to

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

- 8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 9) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 11) LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER

THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, ATTORNEYS' FEES (INCLUDING ATTORNEYS' FEES OTHERWISE RECOVERABLE UNDER TEX. CIV. PRAC. & REM. CODE § 38.001), OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

- 12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 13) Construction Costs. If applicable, Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained
- 14) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 15) Dispute Resolution. All claims arising out of this Agreement shall be submitted first to mediation with an agreed upon mediator as a condition precedent to litigation. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

16) Construction Phase Services.

The provisions of this paragraph 16 will apply only if Construction Phase Services are included in the scope of services to be performed by the Consultant.

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

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

18) Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or

market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 19) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 20) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

CITY OF WOLFFORTH

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit A

Wolfforth Comprehensive Plan

Scope of Services

Exhibit A – 03/05/2025

Task 1 – Project Initiation and Management

1.1 Project Initiation Meeting (One (1) Meeting)

Consultant will conduct a kick-off meeting to discuss our understanding of the project, the project schedule, scope, Client and Consultant communication methods, and to receive data from the Client, as detailed under Task 2. Recommended attendees include Client staff that will ultimately guide the progress, findings, and recommendations in the plan. The Client will provide a meeting location and notify attending staff of the location and time for the meeting.

1.2 Tour

Immediately following the kick-off meeting, the Consultant will review key areas and locations in Wolfforth with Client staff to gain a deeper understanding of the character, history, culture, opportunities, and challenges facing the City, and to identify potential reinvestment area candidates for further evaluation.

1.3 Progress Meetings (Up to twelve (12) Meetings)

Consultant will meet monthly via Microsoft Teams with key Client staff to discuss project progress, key action items and responsibilities, and project schedule. Consultant will prepare an agenda and meeting notes with action items, responsibilities, and due dates for appropriate team members and will schedule and notify attendees of the meetings via Microsoft Outlook.

1.4 Overall Project Coordination/Team Management

Consultant will manage day-to-day activities associated with communications (with the Consultant and with the Client's project manager), scheduling, budgeting, billings, and work planning related to the project. It is assumed that this overall project coordination will require up to 5 hours per month.

1.5 Grant Administration Duties

Consultant will support the Client in grant administration duties as allowed by the Texas General Land Office (GLO). Duties to be performed under this task may consist of coordination, providing monthly status updates, labor and procurement duties, and financial duties.

Task 2 – Community Assessment

2.1 Data Collection

Consultant will assess available data and studies for the land within the city limits and the ETJ of Wolfforth. This assessment is intended to provide the Consultant with a foundational understanding of

existing conditions, opportunities, and constraints. Included in those discussions will be an assessment of the relevance of previous planning studies and reports, policy documents, development proposals, and data sets to this planning effort that are provided by the Client at the kick-off meeting identified in Task 1.

2.2 Base Mapping

Consultant will prepare a project base map and PowerPoint template that will be used to create future presentations, existing conditions maps, and scenarios for future growth in Wolfforth. These templates will be utilized throughout the project.

2.3 Existing Conditions Mapping

Based upon existing, readily available GIS data (to be provided and maintained by the Client), Consultant will prepare relevant existing conditions exhibits of the following elements for use in public meetings and presentations:

- Existing utility infrastructure (water, wastewater, drainage)
- Existing tree coverage
- Existing topography/slopes
- Existing drainage basins and floodplain areas
- Existing historic sites
- Existing brownfields
- Existing vacant land
- Existing land use (Lubbock County Appraisal District and Urban Footprint)
- Existing zoning
- Existing housing data
- Existing transportation systems
- Existing and planned parks and open space
- Existing and planned public facilities
- Existing building footprints
- Existing parcel sizes (Lubbock County Appraisal District)
- Existing parcel ownership (Lubbock County Appraisal District)

A review and assessment of local and regional studies like the Lubbock County Multi-Jurisdictional Hazard Mitigation Action Plan will be conducted to determine any changes to align with the Texas Water Development Board (TWDB) Flood Damage Prevention Ordinance guidance, as well as FEMA policies and procedures.

Task 3 – Demographic/Market Analysis

3.1 Socioeconomic/Psychographic Analysis

Consultant will identify opportunities for Wolfforth within the local sub-regional market, while providing the Client with a technical and analytical base of information from which to direct plan decisions and advance strategic initiatives. Specifically, Consultant will build upon the Client's existing demographic data and other studies prepared for the Client and/or Wolfforth Economic Development

Corporation (WEDC) provided in Task 1 and will collect psychographic and market data related to population, household, age, ethnicity, income characteristics, and economic values. Trends, both historical and future, will be identified and inputs used to inform stakeholder decisions and model the impacts of various growth scenarios in Task 3.3.

3.2 Market Profile

Consultant will prepare a market profile of the study area explaining historic trends in the indicators identified above. Using conclusions drawn from completion of Task 3.1, the Consultant will review the data considering what is meaningful to various investor audiences including lenders, developers, business and landowners, and community promoters.

3.3 Supply and Demand Analysis

Building upon studies prepared for the Client and the WEDC, the Consultant will analyze:

- Development activity by land use (supply and demand)
- Delivery system characteristics (e.g., property owner, developer, investor expectations)
- Anticipated trends in product types

The supply and demand analysis will incorporate a population and household growth analysis utilizing historical and projected growth trends. Projected growth trends shall inform current level of utilization and future needs related to public facilities as well as potential for future residential growth by household typology.

Task 4 – Community Engagement Strategy

4.1 Communications/Community Engagement Plan

Consultant will develop a detailed plan for overall communications and for the public engagement process for staff review and approval. The plan will identify methods for stakeholder identification, pre- and post-meeting communication techniques and tools, a schedule of stakeholder and community engagement meetings, activities in preparation for meetings, and tools and techniques to be utilized during stakeholder and public meetings to facilitate engagement and encourage feedback. The Communications/Community Engagement Plan will specify the level of resources to be provided for these activities by the Consultant and Client staff.

4.2 Project Branding

The Consultant will work with Client staff to develop a project brand and style guide (brand/project colors and fonts) early in the Comprehensive Plan Process to provide a recognizable and consistent visual composition to be utilized in all project materials. Three (3) options will be developed for project branding, with up to two rounds of revisions to arrive at the final project brand.

4.3 Web Based Engagement

4.3.1 Website

An online hub for engagement will be maintained and operated by the Consultant during the duration of

the project. The Consultant will utilize Social Pinpoint for the online hub. The online hub will host a variety of activities. It is anticipated that the Social Pinpoint will be updated in alignment with the open houses identified in Task 4 and utilize a digital survey at the beginning of the project, online interactive map tool and a document library.

4.3.2 Interactive Map

Consultant will prepare an interactive map, which is a tool featured on the project website, to allow participants to leave geographically based feedback throughout the Client.

4.3.3 Outreach

Outreach content will be developed by the Consultant for use by the Client to promote involvement in the project consisting of:

- Public meeting notices for open houses in Task 4.5 and 7.1, fifteen (15) days prior to the meeting.
- The Consultant will provide material/posts for up to six (6) social media posts throughout the process. The Client will manage the social media.

4.3.4 Open-Ended Questionnaires and Surveys

Consultant will prepare two (2) questionnaires or surveys to allow people to give feedback on the overall direction of the project. An initial questionnaire will ask a few short, open-ended questions about the questionnaire respondent's experience with Wolfforth as it exists today and will also solicit ideas for future community success. A second open-ended questionnaire can occur after a public event (either an Open House or Community Event) to solicit additional feedback on the ideas developed through that event. Survey results are summarized in brief memos and supplemented by a spreadsheet of raw survey responses.

4.4 Advisory Committee Meetings

The Consultant will utilize the members for the Advisory Committee (AC) as selected by the Client. The AC will serve as a review, input, and advisory body for the Comprehensive Planning process. Committee members will also serve as ambassadors for the project and are expected to assist the project team in advertising engagement opportunities to the public.

The Consultant will meet with the AC at key points during the planning process to present topical materials and obtain feedback and recommendations from the Committee. The Client will be responsible for providing a venue for the committee meetings and notification of members. The Consultant will provide agendas and materials for facilitated discussion at each meeting. Over the course of the project, the Consultant will conduct up to four (4) in-person, and three (3) virtual meetings with the AC. The meeting schedule will be determined through Task 4.1.

4.5 Engagement Through Community Events (Materials for Two (2) Events)

Consultant and Client staff will identify opportunities to involve the community through outreach at City events and festivals, or at the regular meetings of partner organizations. The Consultant will prepare up to two (2) rounds of materials for use at different points in the planning process by Client staff, and other groups interested in facilitating input into the process. The specific events and engagement materials will be determined through Task 4.1

4.6 Community Open House #1

Consultant will facilitate a Community Open House to present State of the City background materials and receive feedback related to initial perceptions and desires for the future of Wolfforth based on Task 4.3.4. Outreach, invitations, and announcements about the Open Houses will be distributed according to the roles defined in the Task 4.1. Consultant will be responsible for meeting content and will facilitate and manage the Open House sessions. The meetings will be conducted in a come-and-go open house format to obtain the maximum amount of input from participants. Information will be presented, and feedback will be gathered through interactive small group discussions, written comment forms, map stations, and general workshop discussion.

4.7 Open House #1 Results

Results from Community Open House #1 will be documented into presentation materials and incorporated into web-based applications to allow interested individuals to weigh-in on the future vision for Wolfforth.

Task 5 – Strategic Direction (Vision Statement/Guiding Principles)

5.1 State of the City Work Session

Using the synthesis of knowledge gained during completion of previous tasks, the Consultant will conduct a facilitated work session with Client staff to develop a set of criteria by which key community assets will be classified as those that will remain, those that will be enhanced, and those that will be subject to detailed review as strategic opportunity areas. Criteria will consist of fiscal considerations, potential social impacts, capital investments required, and other factors that may be identified during the discussion. The Consultant will also work with Client staff to identify a preliminary set of strategic issues and preliminary development directions for strategic opportunity areas within the City based upon the analyses conducted in the previous tasks. The information developed in this meeting will form the basis for initial engagement of the community and key stakeholders.

5.2 Joint Workshop #1

Consultant will prepare a presentation and attend a joint meeting with the Wolfforth Planning and Zoning Commission (P&Z), City Council, and Wolfforth Economic Development Corporation Board to present the State of the City findings, and to review and receive feedback related to future development. The results of this meeting will be incorporated into the Strategic Direction Framework.

5.3 Strategic Direction (Preferred Vision and Goals Framework)

Using the results and feedback of the previous tasks, Consultant will work with Client staff, elected and appointed officials, and other key stakeholders to establish the Comprehensive Plan's vision and overriding goals. The framework established by this document will form the basis for the development of the Draft Comprehensive Plan Components.

Task 6 – Comprehensive Plan Key Elements

6.1 Current and Future Land Use Strategy

Consultant will develop the Land Use Strategy to align with the Preferred Vision. The Consultant will develop a Future Land Use Plan, document changes or additions to land use categories to accommodate the Vision, update the anticipated population growth and capacity, and develop the supporting land use policies. This process will establish the definition of land use categories (PlaceTypes) and establish criteria to be used in determining the location for future open space, recreation, environmentally sensitive areas, residential, commercial, industrial, community, and educational areas, and provide a future land use map that reflects these land use recommendations.

6.2 Mobility/Transportation Strategy

The Mobility/Transportation Strategy will incorporate any updates to the Master Thoroughfare Plan (MTP) and add detail related to the specific transportation elements such as thoroughfare planning, multi-modal street design, streetscape enhancements, and pedestrian and bicycle integration. Consultant will create and refine existing policies through public involvement to help guide the mobility/transportation component of the Comprehensive Plan. The Consultant will incorporate the following analyses to support updates to the MTP:

- Integrate comments and changes made to new alignments, modifications to existing alignments, and other planned roadway alternatives as described by Client staff.
- Evaluation and implications of mobility plan projects within, adjacent to, and connecting to Wolfforth from surrounding communities.
- Evaluation of public safety measures including crime, emergency service response, and facilities to improve community safety.
- Identification and prioritization of corridors in need of future planning.

6.3 Economic/Fiscal Strategy

The Economic/Fiscal Strategy will focus on a range of policies and actions that serve to strengthen the community's business and visitor climate, and fiscal sustainability. The strategy will investigate how non-residential development patterns in Wolfforth influence job growth and labor force participation in the community. It will also include recommendations for non-residential building typologies and land use patterns that support the community vision and goals for the future. The strategy will incorporate recommendations for new development patterns, as well as the rehabilitation and/or stabilization of existing non-residential space.

6.4 Housing and Neighborhoods Strategy

Consultant will incorporate strategies for housing to provide a sufficient quantity and quality of housing and will consist of an assessment of the current housing market and long-term recommendations for neighborhood restoration/revitalization/preservation, infill development, redevelopment, and new development. The recommended strategies will address:

- Stabilizing and rehabilitating deteriorated housing
- Preservation of culturally significant residential development
- Establishment of desired example design character for Wolfforth
- Policies and guidance for infill housing

6.5 Environmental and Sustainability Strategy

Based upon the preferred land use vision for the community, Consultant will coordinate with identified Parks and Recreation policy direction (goals and guiding principles), high level recommendations for providing connectivity between existing parks, and implementation strategies for activities to better position the Client in future implementation of park and trails improvements. The Consultant will develop the Environmental and Sustainability Strategy to address the city's vulnerability to natural hazards.

The Consultant will gather and assess available hazard data to evaluate the current natural hazard risks for the Client. This strategy will integrate findings to identify and prioritize mitigation of areas at greatest risk, ensuring alignment with the preferred land use scenario.

6.6 Public Infrastructure and Community Facilities Strategy

Consultant will review the availability of existing utilities and infrastructure and will document high-level infrastructure implications related to the Future Land Use Plan. The Strategy will coordinate findings of the ongoing water and wastewater plans for Wolfforth and identify future areas that may need additional services. It will establish policy direction for future infrastructure improvements and assess Client facilities' adequacy relative to their anticipated needs. Consultant will also review current Client facilities and provide a high-level and general assessment of Client facilities in relationship to services and anticipated needs over the next 20-years.

6.7 Community Health Strategy

Consultant will identify benchmarks and strategies to improve overall health of the community. The Consultant will utilize engagement input to help identify and community assets such as historic/cultural resources, programs, and promotions that enhance quality of life for residents and visitors alike. Physical and environmental assets uncovered in Tasks 6.5 and 6.6 will serve as foundational elements of the Community Health Strategy.

Task 7 – Draft Comprehensive Plan Elements

7.1 Community Open House #2

Consultant will facilitate a Community Open House to present and receive feedback on the Draft Comprehensive Plan Components. Outreach, invitations, and announcements about the Open House will be distributed according to the roles defined in Task 4.1. Consultant will be responsible for all meeting content and will facilitate and manage the Open House sessions. The meetings will be conducted in a come-and-go open house format to obtain the maximum amount of input from participants. Information will be presented, and feedback will be gathered through interactive small group discussions, written comment forms, map stations, and general workshop discussion.

7.2 Open House #2 Results

Results from the Community Open House #2 will be documented in presentation materials and incorporated into web-based applications to allow interested individuals to weigh-in on the future

Vision for Wolfforth.

7.3 Joint Workshop #2

Consultant will prepare a presentation and attend a joint meeting with the Wolfforth P&Z, City Council, and Wolfforth Economic Development Corporation Board to present feedback received at Community Open House #2 and receive feedback and direction for incorporation into the Preferred Plan Components.

7.4 Preferred Plan Components

Based on feedback from the Community Open Houses and final direction from the Joint Workshop #2, the Consultant will prepare Draft Comprehensive Plan components that reflect the consensus of the community input for review and comment. These components, together with comments received, will guide the development of the Implementation Strategies.

Task 8 – Flood Damage Prevention Ordinance Update

8.1 Flood Damage Prevention Ordinance Update

Consultant will prepare updates to the existing Flood Damage Prevention Ordinance (Code of Ordinances Chapter 3) to align with the future direction outlined in the Future Land Use Plan. It is anticipated that the Flood Damage Prevention Ordinance Update will be a modification to the existing Ordinance and is anticipated to be minor in nature and budgeted for 75 hours of effort.

Task 9 – Implementation

9.1 Implementation Strategies/CIP Alignment

The Consultant will prepare an Implementation Matrix that will list specific strategies and actions in a user-friendly format to be used as a tracking tool for the Client staff members responsible for monitoring and implementing the Comprehensive Plan. Among these strategies will be a recommendation for an annual report to P&Z and City Council regarding implementation actions that have been accomplished and ones that are planned for the near future, and a regular review of the plan on a longer-term basis (such as every five years) for possible updates based on changes in conditions, new information, or emerging market opportunities. The Comprehensive Plan will be summarized in a matrix that identifies specific short-, medium-, and long-term implementation actions and strategies, responsible parties, and potential funding sources for the goals associated with each plan element, along with recommendations related to additional studies that should be undertaken by the Client.

9.2 Comprehensive Plan Documentation

Consultant will create a Final Comprehensive Plan document that incorporates feedback from elected and appointed officials, Client Staff and Comprehensive Plan Committee input. The plan will be prepared in Adobe InDesign while GIS shapefiles, InDesign files, and PDF files will be provided to the Client as final deliverables, per Client specifications and subject to Client staff review and approval. Consultant will provide the files to the Client upon completion of the project.

The review process for the report by the Client is intended to be:

- 60% - technical materials – Full Review (occurs during other Tasks)
- 80% - word version of the report – Full Review
- 95% - Final Draft layout – Minor Review

Task 10 – Adoption

10.1 Planning & Zoning Commission Recommendation (One (1) Meeting)

Consultant will present the Comprehensive Plan Elements to the Wolfforth P&Z in a public hearing for community and commission comment. Consultant will incorporate reasonable additional commission comments into the Final Draft Comprehensive Plan prior to presentation to the City Council.

10.2 City Council Adoption (One (1) Meeting)

Consultant will present the Final Draft Comprehensive Plan to the Wolfforth City Council at a public hearing for consideration for adoption. Any subsequent changes by the Wolfforth City Council will be incorporated into the Final Comprehensive Plan document.

Wolfforth Comprehensive Plan Exhibit 'A' Lump Sum Fees - 03/05/2025	Kimley-Horn and Associates, Inc.							
Staff Categories	Project Manager	Senior Planner	Planner Analyst	Principal In Charge	Admin	Labor	Expenses	Total
Units	Hours	Hours	Hours	Hours	Hours	Fee Dollars	Items	
Task 1 - Project Initiation and Management								
1.1 - Project Initiation Meeting (One (1) Meeting)	4	2	2	2		\$ 1,920	\$ 192	\$ 2,112
1.2 - Tour	3	3		3		\$ 1,995	\$ 200	\$ 2,195
1.3 - Progress Meetings (Up to twelve (12) Meetings)	12	8	24	12		\$ 10,540	\$ 1,054	\$ 11,594
1.4 - Overall Project Coordination/Team Management	20	15		15		\$ 10,800	\$ 1,080	\$ 11,880
1.5 - Grant Administration Duties		142				\$ 19,880	\$ 1,988	\$ 21,868
Task 2 - Community Assessment								
2.1 - Data Collection	2		5	1		\$ 1,340	\$ 134	\$ 1,474
2.2 - Base Mapping	2		20			\$ 2,930	\$ 293	\$ 3,223
2.3 - Existing Conditions Mapping	8		25	1		\$ 4,930	\$ 493	\$ 5,423
Task 3 - Demographic/Market Analysis								
3.1 - Socioeconomic/Psychographic Analysis	4		5			\$ 1,310	\$ 131	\$ 1,441
3.2 - Market Profile	4		18			\$ 3,000	\$ 300	\$ 3,300
3.3 - Supply and Demand Analysis	15		25			\$ 5,725	\$ 573	\$ 6,298
Task 4 - Community Engagement Strategy								
4.1 - Communications/Community Engagement Plan	2	4	16			\$ 2,970	\$ 297	\$ 3,267
4.2 - Project Branding	4	4	10			\$ 2,520	\$ 252	\$ 2,772
4.3 - Web Based Engagement								
4.3.1 - Website	4	8	8		4	\$ 3,220	\$ 322	\$ 3,542
4.3.2 - Interactive Map	4	8	8		4	\$ 3,220	\$ 322	\$ 3,542
4.3.3 - Outreach	4	10	10		5	\$ 3,860	\$ 386	\$ 4,246
4.3.4 - Open-Ended Questionnaires and Surveys (Two (2))	4	8	8			\$ 2,820	\$ 282	\$ 3,102
4.4 - Advisory Committee Meetings (Up to four (4) Meetings)	26	24	24	16		\$ 16,215	\$ 1,622	\$ 17,837
4.5 - Engagement through Community Events (Materials for Two (2) Events)	4	30	18			\$ 7,200	\$ 720	\$ 7,920
4.6 - Community Open House #1	10	15	35		10	\$ 9,300	\$ 930	\$ 10,230
4.7 - Community Open House #1 Results	2		3		8	\$ 1,520	\$ 152	\$ 1,672
Task 5 - Strategic Direction								
5.1 - State of the City Work Session	12		12	12		\$ 7,860	\$ 786	\$ 8,646
5.2 - Joint Workshop #1	8		16	4		\$ 4,840	\$ 484	\$ 5,324
5.3 - Strategic Direction (Preferred Vision and Goals Framework)	22		32	6		\$ 9,950	\$ 995	\$ 10,945
Task 6 - Comprehensive Plan Key Elements								
6.1 - Current and Future Land Use Strategy	16		22	1		\$ 5,860	\$ 586	\$ 6,446
6.2 - Mobility/Transportation Strategy	16		22	1		\$ 5,860	\$ 586	\$ 6,446
6.3 - Economic/Fiscal Strategy	16		22	1		\$ 5,860	\$ 586	\$ 6,446
6.4 - Housing and Neighborhoods Strategy	16		22	1		\$ 5,860	\$ 586	\$ 6,446
6.5 - Environmental and Sustainability Strategy	2	16	4	1		\$ 3,450	\$ 345	\$ 3,795
6.6 - Public Infrastructure and Community Facilities Strategy	16	15	4	2		\$ 5,980	\$ 598	\$ 6,578
6.7 - Community Health Strategy	2	10	10	1		\$ 3,390	\$ 339	\$ 3,729
Task 7 - Draft Comprehensive Plan Elements								
7.1 - Community Open House #2	10	15	35		10	\$ 9,300	\$ 930	\$ 10,230
7.2 - Community Open House #2 Results	2		3		8	\$ 1,520	\$ 152	\$ 1,672
7.3 - Joint Workshop #2	8		16	4		\$ 4,840	\$ 484	\$ 5,324
7.4 - Preferred Plan Components	20		40	2		\$ 9,220	\$ 922	\$ 10,142
Task 8 - Flood Damage Prevention Ordinance Update								
8.1 - Flood Damage Prevention Ordinance Update	8	28	35	4		\$ 11,230	\$ 1,123	\$ 12,353
Task 9 - Implementation								
9.1 - Implementation Strategies/CIP Alignment	10	10	5			\$ 3,700	\$ 370	\$ 4,070
9.2 - Comprehensive Plan Documentation	14	14	32	1		\$ 8,790	\$ 879	\$ 9,669
Task 10 - Adoption								
10.1 - Planning and Zoning Commission Recommendation (One (1) Meeting)	12			4		\$ 3,420	\$ 342	\$ 3,762
10.2 - City Council Adoption (One (1) Meeting)	12			4		\$ 3,420	\$ 342	\$ 3,762
1,492	360	388.5	595.5	98.5	49			
TOTAL LUMP SUM PROJECT FEES						\$ 231,565	\$ 23,157	\$ 254,722

3/5/2025