



# CITY COUNCIL MEETING

March 16, 2026 at 6:00 PM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

## AGENDA

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### CALL MEETING TO ORDER

INVOCATION - Councilmember Stout

PLEDGE OF ALLEGIANCE - Councilmember McDonald

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 City Council Meeting Minutes from March 2, 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.

2. Consider and take appropriate action on Payment Request #15 from Landmark Structures for the Alcove EST Construction

## **REGULAR SESSION**

3. PUBLIC HEARING: Consider and take appropriate action on public hearing on expenditure of funds by the WEDC for building improvements at 8111 Patel Dr. Wolfforth, Texas.

*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.*

4. Consider and take appropriate action on Fiscal Year 2025 Financial Audit

5. Consider and take appropriate action on Resolution 2026-008

Approving a Tariff Authorizing an annual Rate Review Mechanism (RRM) for Atmos West Texas

6. Consider and take appropriate action on recommendation from WEDC Board for approval of a sales tax reimbursement program.

7. Consider and take appropriate action on Resolution 2026-009

Approving an Interlocal Agreement for participation in aerial mosquito application.

8. Consider and take appropriate action on request for establishment of Police Cadet position

9. Consider and take appropriate action on Resolution No. 2026-010

Awarding 2026 Sealcoating Bid to Ronald R Wagner & Co. LP.

## **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:

- 10.** 551.071 Consultation with Attorney: To consult with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 – Open Meetings

**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 was posted on March 10, 2026.

/s/ Terri Robinette, City Secretary

*(unapproved draft)*

# CITY COUNCIL MEETING

March 02, 2026 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 Addington

### INVOCATION - Mayor Addington

### PLEDGE OF ALLEGIANCE - Councilmember Stout

### 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 3 Stout.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 3 Stout, Councilmember Place 4 McDonald, Councilmember Place 5 Worley

1. Consider and take appropriate action on City Council Meeting Minutes from February 2, 2026
2. Consider and take appropriate action on January 2026 Departmental Reports
3. Consider and take appropriate action on Ordinance 2026-003

AN ORDINANCE DECLARING THE UNOPPOSED CANDIDATES FOR THE POSITIONS OF MAYOR, COUNCILMEMBER PLACE 1 AND COUNCILMEMBER PLACE 2 IN THE MAY 2, 2026 CITY ELECTION ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

4. Consider and take appropriate action on Ordinance 2026-004.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING THE CITY OF WOLFFORTH CODE OF ORDINANCES CHAPTER 10, ARTICLE 10.05 FINAL PLATS, ADDING MINOR PLAT SIGNATURE BLOCK; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

5. Consider and take appropriate action on progress report of Preston Manor Pool Rehabilitation

**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.

Motion to approve Consent Agenda #2

Motion made by Councilmember Place 1 Cooper, Seconded by Councilmember Place 2 Houck.

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 4 McDonald, Councilmember Place 5 Worley

Voting Abstaining: Councilmember Place 3 Stout

6. Consider and take appropriate action on Payment Request #11 from UCA for the Lubbock North Interconnect Construction

**REGULAR SESSION**

7. Consider and take appropriate action on Resolution 2026-005

*(unapproved draft)*

A resolution of the City Council of the City of Wolfforth, Texas Awarding the bid for the construction of Alcove Avenue and authorizing the execution of a construction contract

Jesus Saenz with Kimley Horn presented the design of Alcove Avenue to the Council. The Alcove project includes Marsha Sharp Freeway north to 66th Street, not including the intersection at 66th. This intersection is owned by Lubbock County and will not be completed at this time. The City of Lubbock is about to undertake construction of 66th from Upland to Alcove. City Manager Randy Criswell is in discussions with both Lubbock County and the City of Lubbock to address the intersection of 66th and Alcove in the future.

This will be a phased project beginning with the section of Alcove Ave at Marsha Sharp Freeway. This first phase will include needed drainage improvements and the railroad crossing. The roadway is designed to eventually be a 5 lane road but current construction will be a 3 lane roadway.

Construction is set to begin April 2026 with estimated completion in Summer 2027.

Four bids were received on February 9. References were checked for all bidders. The low bid of LA Fuller and Sons Construction did not show evidence of being the most responsible bidder for this project. The next bid, Lone Star Dirt and Paving, was the most advantageous bid for this project. Bid amount is \$8,296,594.

Motion to approve Resolution 2026-005

Motion made by Councilmember Place 1 Cooper, Seconded by Councilmember Place 3 Stout.  
Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 3 Stout, Councilmember Place 4 McDonald, Councilmember Place 5 Worley

8. Consider and take appropriate action on Resolution authorizing acceptance of dedication deed for Tract G, Iron Horse Subdivision, generally referred to as the Iron Horse Well.

Consider and take appropriate action on Resolution authorizing acceptance of dedication deed for various tracts in the Preston Manor Subdivision, generally referred to as the SPEC powerline easement.

Motion to approve Resolution 2026-006 authorizing acceptance of dedication deed for Tract G, Iron Horse Subdivision, generally referred to as the Iron Horse Well, subject to final approval from the City Manager and City Attorney

(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, Councilmember Place 5 Worley

9. Consider and take appropriate action on Resolution 2026-007, authorizing acceptance of dedication deed for various tracts in the Preston Manor Subdivision, generally referred to as the SPEC powerline easement.

Motion to approve Resolution 2026-007, authorizing acceptance of dedication deed for various tracts in the Preston Manor Subdivision, generally referred to as the SPEC powerline easement, subject to final approval from the City Manager and City Attorney

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, Councilmember Place 5 Worley

10. PUBLIC HEARING: Consider and take appropriate action on public hearing on proposed economic development project to purchase the existing building at 502 E Highway 62, Wolfforth, Texas for business retention purposes.

*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.*

The City plans to remodel and reuse the former City Hall building located at 328 E Hwy 62 currently leased to OJD Engineering. OJD Engineering reached out to the EDC on the possibility of purchasing the UMC building located at 502 E Hwy 62. The EDC is under contract on this building and will assign that contract to OJD for closing.

Public Hearing was opened at 6:35 PM

There were no public comments

Public Hearing was closed at 6:36 PM

11. Consider and take appropriate action on final plat for Harvest Lots 1475-1553.

Motion to approve final plat for Harvest Lots 1475-1553.

*(unapproved draft)*

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

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Councilmember Place 3 Stout, Councilmember Place 4 McDonald, Councilmember Place 5 Worley

12. Consider and take appropriate action on Lubbock Central Appraisal District (LCAD) request for refund of \$504,472.50 property tax disbursement overpayment

Motion to issue a check to LCAD in the amount of \$504,472.50 for overpayment of property taxes in January 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, Councilmember Place 5 Worley

## **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:

The City Council of the City of Wolfforth entered into Executive Session on March 2, 2026 at 6:53 PM.

13. 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) Project TicTac (ii) Project Gumball
14. 551.072. Deliberation Regarding Real Property; Closed Meeting. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

## **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.

The City Council of the City of Wolfforth reconvened into Open Session on March 2, 2026 at 7:39 PM

*(unapproved draft)*

**COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**

**ADJOURN**

Motion to adjourn 7:39 PM

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, Councilmember Place 5 Worley

**PASSED AND APPROVED THIS 16TH DAY OF MARCH 2026**

\_\_\_\_\_  
David Cooper, Mayor Pro Tem  
City of Wolforth, Texas

ATTEST:

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

DRAFT

AFFIDAVIT OF CONFLICT OF INTEREST

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

I, Gregory Stout, as Council Member of the City of Wolfforth do make this affidavit and hereby on oath state the following: I, and/or a person or persons related to me in the first degree by either consanguinity or affinity, have a substantial interest in a business entity or real property that will receive a special economic effect by a vote or decision of the Wolfforth City Council as those terms are defined in Chapter 171 of the Texas Local Government Code.

Date of Meeting: March 2nd, 2026

Agenda Item Number:

The business entity or real property is:

I have a substantial interest in this business entity or real property for the following reasons: (check all which are applicable)

- Ownership of 10% or more of the voting stock or shares of the business entity.
- Ownership of 10% or \$15,000 or more of the fair market value of the business entity.
- Funds received from the business entity exceed 10% of his gross income for the previous year.
- Have an equitable or legal ownership with a fair market value of \$2,500 or more.

Upon the filing of this affidavit with the Official Record Keeper of the City, I affirm that I will abstain from discussion, vote and decision involving this business entity or real property unless a majority of the members of the governmental entity of which I am a member is likewise required to file and has filed affidavits declaring similar interests on the same official action.

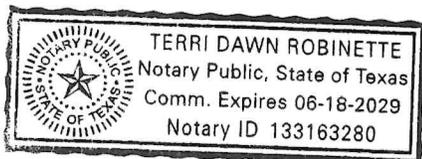
Signed this 2nd day of March, 2026.

Greg Stout  
Signature of Official  
Council member  
Title

BEFORE ME, the undersigned authority, this day personally appeared March 2nd Gregory Stout and on oath stated that the facts hereinabove stated are true to the best of their knowledge or belief.

SWORN TO AND SUBSCRIBED BEFORE ME on this 2nd day of March, 2026.

Terr Dawn Robinette  
Notary Public in and for the State of Texas



# AGENDA ITEM COMMENTARY



**MEETING NAME:** City Council  
**MEETING DATE:** March 16th 2026  
**ITEM TITLE:** Consider and take appropriate action on Payment Request #15 from Landmark Structures for the Alcove EST Construction  
**STAFF INITIATOR:** Randy Hall

**BACKGROUND:**

Council, work completed by Landmark this Pay Request includes electrical completion, installation of gate operator, card key reader, program to city remotes and lock cylinder changed to city key on man door. Anticipated work to be performed next pay request include, natural gas service line installation, additional lot levelling, add 3 inches of topsoil and hydroseed the property.

Landmark Structures Pay Request #15 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: \$124,795.00
  - c. Materials Stored: \$0.00
  - d. Total Work Performed + Materials Stored: \$4,780,004.00
  - e. Retainage: \$239,000.20
  - f. Paid Previous Applications: \$4,531,712.80
- Amount Due: (d-e-f) \$9,291.00

**EXHIBITS:**

Landmark Structures Pay Request #15 for The Alcove EST Construction.  
Progress Photos

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Staff recommend payment as requested.

**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:** 15

**INVOICE NO:** 15

**PERIOD:** 01/26/26 - 02/25/26

**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

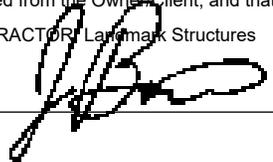
**CONTRACTOR'S APPLICATION FOR PAYMENT**

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	\$(71,996.00)
3. Contract Sum to date (Line 1 ± 2)	\$4,780,004.00
4. Total completed and stored to date (Column G on detail sheet)	\$4,780,004.00
5. Retainage:	
a. 5.00% of completed work	\$239,000.20
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$239,000.20
6. Total earned less retainage (Line 4 less Line 5 Total)	\$4,541,003.80
7. Less previous certificates for payment (Line 6 from prior certificate)	\$4,531,712.80
8. Current payment due:	\$9,291.00
9. Tax applicable to this payment:	\$0.00
10. Current payment due including tax:	\$9,291.00
11. Balance to finish, including retainage (Line 3 less Line 6)	\$239,000.20

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: 2/25/2026

**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: \$9,291.00

(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: 02/25/2026

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$77,004.00	\$(149,000.00)
Total approved this month:	\$0.00	\$0.00
Totals:	\$77,004.00	\$(149,000.00)
Net change by change orders:	\$(71,996.00)	

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: 15

Item # 2.

APPLICATION DATE: 2/25/2026

PERIOD: 01/26/26 - 02/25/26

Contract Lines

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE				D WORK COMPLETED		G TOTAL COMPLETE		H BALANCE TO FINISH (C - G)	I RETAINAGE
		UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD	% COMPLETE			
									TOTAL COMPLETE		
1	1.01 Bonds and Insurance		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		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		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		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		1.0	\$193,500.00	\$193,500.00	\$193,500.00	\$0.00	\$193,500.00	100.00%	\$0.00	\$9,675.00
6	1.09 Commissioning & Startup		1.0	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00	\$4,500.00	100.00%	\$0.00	\$225.00
7	2.01 Erosion Control		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		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		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		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		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		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		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		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		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		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		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		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		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		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		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		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		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		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		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		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		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		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		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		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		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		1.0	\$76,500.00	\$76,500.00	\$76,500.00	\$0.00	\$76,500.00	100.00%	\$0.00	\$3,825.00
33	7.05 Mechanical - Chamber - Plumbing		1.0	\$15,900.00	\$15,900.00	\$15,900.00	\$0.00	\$15,900.00	100.00%	\$0.00	\$795.00
34	8.01 Concrete Pedestal - Ladders / Landings		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		1.0	\$11,900.00	\$11,900.00	\$11,900.00	\$0.00	\$11,900.00	100.00%	\$0.00	\$595.00

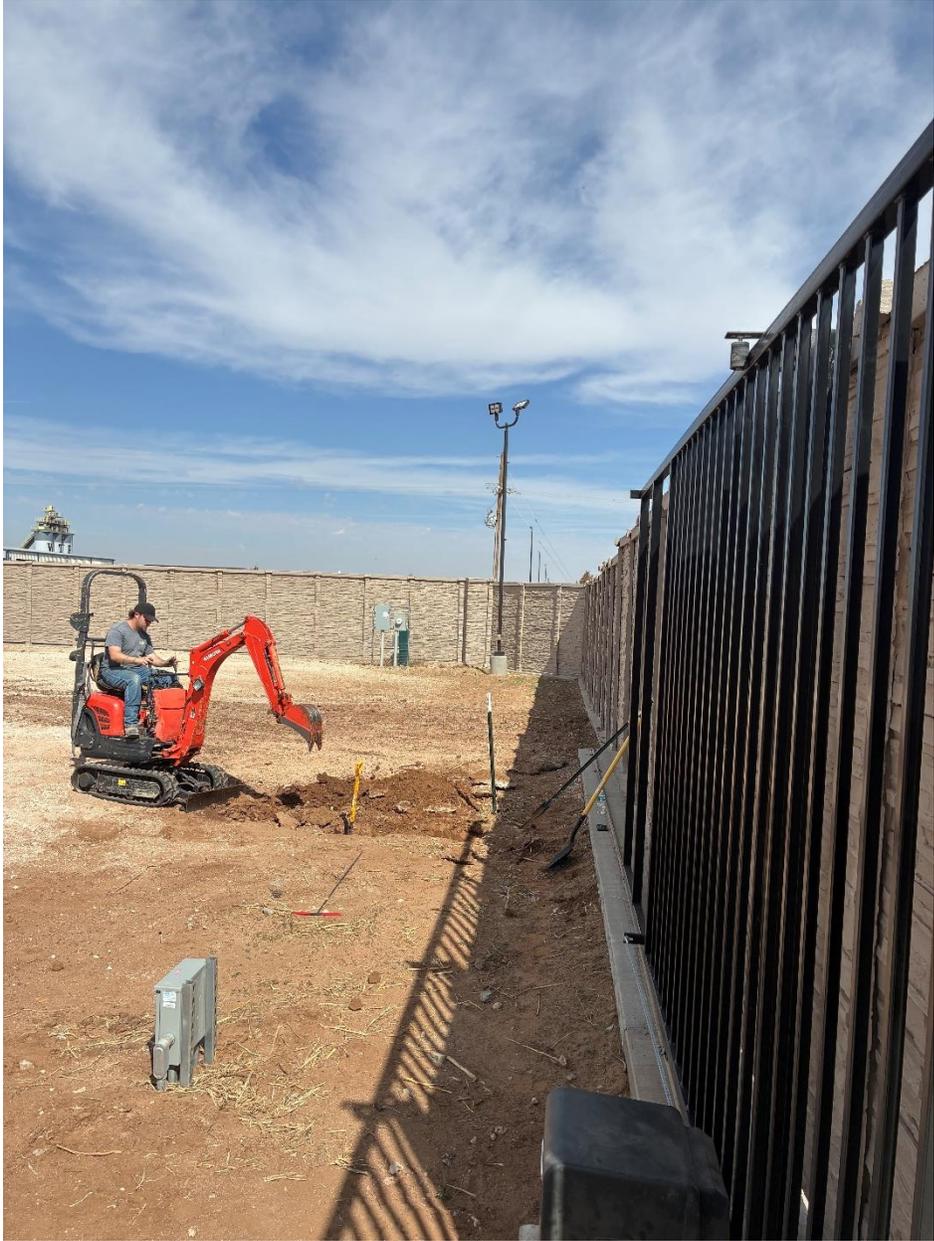
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE				D WORK COMPLETED		E		G		H	Item # 2.
		UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD	TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE		
36	8.03 Antenna and Cable Supports		1.0	\$4,400.00	\$4,400.00	\$4,400.00	\$0.00	\$4,400.00	100.00%	\$0.00	\$220.00		
37	8.04 Mixing System		1.0	\$18,100.00	\$18,100.00	\$18,100.00	\$0.00	\$18,100.00	100.00%	\$0.00	\$905.00		
38	9.01 Slab on Grade		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		1.0	\$18,300.00	\$18,300.00	\$18,300.00	\$0.00	\$18,300.00	100.00%	\$0.00	\$915.00		
40	10.04 Electrical / SCADA		1.0	\$366,000.00	\$366,000.00	\$366,000.00	\$0.00	\$366,000.00	100.00%	\$0.00	\$18,300.00		
41	10.05 Lightning Protection/ Ground Conductors		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		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		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		1.0	\$23,600.00	\$23,600.00	\$23,600.00	\$0.00	\$23,600.00	100.00%	\$0.00	\$1,180.00		
45	12.02 Fence and Gates		1.0	\$97,800.00	\$97,800.00	\$88,020.00	\$9,780.00	\$97,800.00	100.00%	\$0.00	\$4,890.00		
46	12.03 Seed / Sod / Hydromulch		1.0	\$32,200.00	\$32,200.00	\$32,200.00	\$0.00	\$32,200.00	100.00%	\$0.00	\$1,610.00		
47	12.05 Splash Pad/ Gen Pad/ Bollards		1.0	\$7,100.00	\$7,100.00	\$7,100.00	\$0.00	\$7,100.00	100.00%	\$0.00	\$355.00		
48	13.01 Bid Item 2 Trench Safety		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		1.0	\$74,500.00	\$74,500.00	\$74,500.00	\$0.00	\$74,500.00	100.00%	\$0.00	\$3,725.00		
50	13.03 Bid Item 4 Tank Demo 2		1.0	\$74,500.00	\$74,500.00	\$74,500.00	\$0.00	\$74,500.00	100.00%	\$0.00	\$3,725.00		
<b>TOTALS:</b>					<b>\$4,852,000.00</b>	<b>\$4,842,220.00</b>	<b>\$9,780.00</b>	<b>\$4,852,000.00</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$242,600.00</b>		

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		
<b>51</b>	<b>PCCO#001</b>												
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		
<b>52</b>	<b>PCCO#002</b>												
52.1	160-76-932 V2 Flood Lighting		1.0	\$18,648.00	\$18,648.00	\$18,648.00	\$0.00	\$18,648.00	100.00%	\$0.00	\$932.40		
52.2	160-76-932 Site Pro Electrical Install		1.0	\$18,656.00	\$18,656.00	\$18,656.00	\$0.00	\$18,656.00	100.00%	\$0.00	\$932.80		
<b>53</b>	<b>PCCO#003</b>												
53.1	160-76-906 Demo		-2.0	\$74,500.00	\$(149,000.00)	\$(149,000.00)	\$0.00	\$(149,000.00)	100.00%	\$0.00	\$(7,450.00)		
<b>TOTALS:</b>					<b>\$(71,996.00)</b>	<b>\$(71,996.00)</b>	<b>\$0.00</b>	<b>\$(71,996.00)</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$(3,599.80)</b>		

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		
<b>GRAND TOTALS:</b>					<b>\$4,780,004.00</b>	<b>\$4,770,224.00</b>	<b>\$9,780.00</b>	<b>\$4,780,004.00</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$239,000.20</b>		











## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	March 16, 2026
<b>ITEM TITLE:</b>	<p>PUBLIC HEARING: Consider and take appropriate action on public hearing on expenditure of funds by the WEDC for building improvements at 8111 Patel Dr. WolfForth, Texas.</p> <p><i>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.</i></p>
<b>STAFF INITIATOR:</b>	Danielle Sweat-EDC Director

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### BACKGROUND:

The WolfForth Economic Development Corporation (WEDC) will conduct a public hearing regarding a proposed economic development project involving building improvements located at 8111 Patel Drive. The project proposes an investment by the WEDC not to exceed \$188,000 for eligible building improvements associated with the property.

The proposed improvements are primarily electrical and HVAC related and are necessary for the business located at this address to operate at full capacity. These upgrades will allow the facility to adequately support the operational needs of the business moving forward.

As required for Type B economic development corporations, a public comment period will be held to allow citizens the opportunity to provide input regarding the proposed use of WEDC funds for this project. The public comment period will run from March 9, 2026, through May 8, 2026.

The WolfForth City Council will hold a public hearing on March 16, 2026, at 6:00 PM, and the WEDC Board of Directors will hold its public hearing on April 7, 2026, at 11:30 AM. Both hearings will take place in the Council Chambers at WolfForth City Hall, 302 Main Street.

This public hearing provides an opportunity for residents and stakeholders to offer comments or ask questions regarding the proposed project prior to consideration of any formal action by the WEDC Board.

### EXHIBITS:

### COUNCIL ACTION/STAFF RECOMMENDATION:

NOTICE OF PUBLIC HEARING - WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION

The WEDC, a Texas non-profit 4B economic development corporation, will receive comments between March 9, 2026, and May 8, 2026, on a proposed economic development project not to exceed \$188,000 to fund building improvements at 8111 Patel Dr. The City Council will hold a public hearing on March 16, 2026, at 6:00PM, and the WEDC will hold a public hearing on, April 7, 2026, 11:30AM, both in the Council Chambers of Wolfforth City Hall, located at 302 Main Street, Wolf-forth, Texas 79382. Direct all comments or concerns to Wolfforth EDC, 302 Main Street, Wolfforth Texas 79382 or contact Danielle Sweat, EDC Executive Director, at 806-855-4128.



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	March 16, 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on Fiscal Year 2025 Financial Audit
<b>STAFF INITIATOR:</b>	Terri Robinette, City Secretary

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**BACKGROUND:**

Tyler Canady with Bolinger, Segars, Gilbert & Moss, LLP will present the Fiscal Year 2025 Annual Audit. The final draft is attached for your review and Tyler will be presenting a summary to Council at this meeting and be available for questions.

**EXHIBITS:**

FY 2025 Financial Audit

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Staff recommends approval of the FY 2025 Annual Audit as presented



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	March 16, 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on Resolution 2026-008 Approving a Tariff Authorizing an annual Rate Review Mechanism (RRM) for Atmos West Texas
<b>STAFF INITIATOR:</b>	Rick Scott, ACM

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### BACKGROUND:

The City, along with 67 other West Texas Cities Served by Atmos Energy Corporation, West Texas Division (“Atmos West Texas” or “Company”), is a member of the Steering Committee of Cities Served by Atmos West Texas (“Cities”). In 2007, the Cities and Atmos West Texas settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent RRM Tariff the City adopted was in 2018. The 2018 RRM Tariff expired last year. Negotiations have taken place over the past several months and have resulted in a revised RRM Tariff that has been agreed to by the Company. The Steering Committee recommends acceptance of the revised RRM Tariff, which is attached to the Resolution.

The Revised Tariff attached to this Staff Report, labeled “Exhibit A” contains no substantive changes to the 2018 RRM Tariff. The changes made on the Revised Tariff update references to the most recent rate case filed by Atmos West Texas at the Railroad Commission in Docket OS-24-00018879, as well as the Final Order filed in that Docket. New RRM Tariff applications by the Company should be made on or about April 1 of each year, with new rates effective October 1.

### EXHIBITS:

Summary of Atmos Energy West Texas Division RRM Tariff Process

Exhibit A – Revised RRM Tariff

Resolution 2026-008

### COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends council approve Resolution 2026-008 adopting the revised Atmos West Texas Rate Review Mechanism (RRM) Tariff.

## Summary of Atmos Energy West Texas Division RRM Tariff Process

The Rate Review Mechanism (RRM) tariff for Atmos Energy's West Texas Division is a negotiated annual rate-setting process used by municipalities served by the West Texas Division. Cities Served by Atmos West Texas form a coalition to collaboratively review Atmos West Texas' annual rate filings, assisted by attorneys and consultants. The RRM process serves as an alternative to the GRIP (Gas Reliability Infrastructure Program) process, offering a more comprehensive review of costs and proposed rate adjustments.

Under this process, Atmos West Texas submits an annual RRM filing based on the previous year's test period. Cities jointly review the filing, conduct discovery, and negotiate a settlement when appropriate. The resulting settlement establishes revised tariffs and rates that must be formally adopted by each city through an ordinance or resolution. Participation in the RRM process provides municipalities with enhanced oversight and ensures that rates are just, reasonable, and reflective of system-wide costs.

The Rate Review Mechanism (RRM) tariff is the formal, legally adopted tariff document that establishes the rates, formulas, procedures, and rules used to set Atmos Energy's annual natural gas rates through the RRM process.

The tariff defines the formulas Atmos must use, including cost-of-service components such as:

- Operating & maintenance expenses
- Depreciation
- Return on investment
- Taxes
- Adjustments allowed in the test year

These formulas and calculation rules are explicitly written into the tariff.

The most recent RRM tariff was adopted in 2018 and expired last year.

<b>RATE SCHEDULE:</b>	<b>RRM – Rate Review Mechanism</b>	
<b>APPLICABLE TO:</b>	<b>ALL INCORPORATED CUSTOMERS IN THE WEST TEXAS DIVISION EXCEPT CUSTOMERS IN THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING.</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after</b>	<b>PAGE:</b>

**I. Applicability**

Applicable to Residential, Commercial, Industrial, and Transportation tariff incorporated areas customers in the West Texas Division of Atmos Energy Corporation (“Company”) with the exception of those customers within the Cities of Amarillo, Lubbock, Dalhart, and Channing. This Rate Review Mechanism (“RRM”) provides for an annual adjustment to the Company’s Residential, Commercial, Industrial, and Transportation Rate Schedules (“Applicable Rate Schedules”). Rate calculations and adjustments required by this tariff shall be determined on a System-Wide cost basis.

**II. Definitions**

“Test Period” is defined as the twelve months ending December 31st of each preceding calendar year.

The “Effective Date” is the date that adjustments required by this tariff are applied to customer bills. The annual Effective Date is October 1.

Unless otherwise noted in this tariff, the term “Final Order” refers to the final order issued by the Railroad Commission of Texas in Docket No. OS-24-00018879 as specified in Section III below.

The term “System-Wide” means all incorporated and unincorporated areas served by the Company within the West Texas Division.

“Review Period” is defined as the period from the Filing Date until the Effective Date.

The “Filing Date” is as early as practicable, but no later than April 1 of each year.

**III. Calculation**

The RRM shall calculate an annual, System-Wide cost of service (“COS”) that will be used to adjust applicable rate schedules prospectively as of the Effective Date. The Company may request recovery of its total cost of service but will include schedules showing the computation of any adjustments. The annual cost of service will be calculated according to the following formula:

$$COS = OM + DEP + RI + TAX + CD$$

Where:

OM = all reasonable and necessary operation and maintenance expenses from the Test Period adjusted for known and measurable items and prepared consistent with the rate making treatments approved in the Final Order. Incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) related to Atmos’ Shared Services Unit will be applied consistent with treatment approved in the Final Order. Additionally, O&M adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Known and measurable adjustments shall be limited to those changes that have occurred prior to the Filing Date. OM may be adjusted for

<b>RATE SCHEDULE:</b>	<b>RRM – Rate Review Mechanism</b>	
<b>APPLICABLE TO:</b>	<b>ALL INCORPORATED CUSTOMERS IN THE WEST TEXAS DIVISION EXCEPT CUSTOMERS IN THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING.</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after</b>	<b>PAGE:</b>

atypical and non-recurring items. Shared Services allocation factors shall be recalculated each year based on the latest component factors used during the Test Period, but the methodology used will be that approved in the Final Order.

DEP = depreciation expense calculated at depreciation rates approved by the Final Order. Additionally, if depreciation rates are approved in a subsequent final order, not subject to appeal, issued by the Railroad Commission of Texas for the West Texas division those rates would be applicable for subsequent RRM filings.

RI = return on prudently incurred investment calculated as the Company's pretax return multiplied by rate base at Test Period end. Rate base is prepared consistent with the rate making treatments approved in the Final Order as specifically related to capitalized incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) for Atmos' Shared Services Unit. However, no post Test Period adjustments will be permitted. Additionally, adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Pretax return is the Company's weighted average cost of capital before income taxes. The Company's weighted average cost of capital is calculated using the methodology from the Final Order including the Company's actual capital structure and long term cost of debt as of the Test Period end (adjusted for any known and measurable changes that have occurred prior to the filing date) and the return on equity of 9.8%. However, in no event will the percentage of equity exceed 58%. Regulatory adjustments due to prior regulatory rate base adjustment disallowances will be maintained. Cash working capital will be calculated using the lead/lag days approved in the Final Order. With respect to pension and other postemployment benefits, the Company will record a regulatory asset or liability for these costs until the amounts are included in the next annual rate adjustment implemented under this tariff. Each year, the Company's filing under this Rider RRM will clearly state the level of pension and other postemployment benefits recovered in rates.

TAX = income tax and taxes other than income tax from the Test Period adjusted for known and measurable changes occurring after the Test Period and before the Filing Date, and prepared consistent with the rate making treatments approved in the Final Order. Atmos Energy shall comprehensively account for, including establishing a regulatory liability to account for, any statutory change in tax expense that is applicable to months during the Test Period calculation to ensure recovery of tax expense under new and old income tax rates.

CD = interest on customer deposits.

**IV. Annual Rate Adjustment**

The Company shall provide schedules and work papers supporting the Filing's revenue deficiency/sufficiency calculations using the methodology accepted in the Final Order. The result shall be reflected in the proposed new rates to be established for the effective period. The Revenue Requirement

<b>RATE SCHEDULE:</b>	<b>RRM – Rate Review Mechanism</b>	
<b>APPLICABLE TO:</b>	<b>ALL INCORPORATED CUSTOMERS IN THE WEST TEXAS DIVISION EXCEPT CUSTOMERS IN THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING.</b>	
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will be apportioned to customer classes consistent with class revenue distribution resulting from the Final Order. For the Residential Class, 50% of the increase may be recovered in the customer charge. However, the increase to the Residential customer charge shall not exceed \$0.60 per month in the initial filing and \$0.70 per month in any subsequent year. The remainder of the Residential Class increase not collected in the customer charge will be recovered in the usage charge. For all other classes, the change in rates will be apportioned between the customer charge and the usage charge, consistent with the Final Order. Test Period billing determinants shall be adjusted and normalized according to the methodology utilized in the Final Order.

**V. Filing**

The Company shall file schedules annually with the regulatory authority having original jurisdiction over the Company's rates on or before the Filing Date that support the proposed rate adjustments. The schedules shall be in the same general format as the cost of service model and relied-upon files upon which the Final Order was based. A proof of rates and a copy of current and proposed tariffs shall also be included with the filing. The filing shall be made in electronic form where practical. The Company's filing shall conform to Minimum Filing Requirements (to be agreed upon by the parties), which will contain a minimum amount of information that will assist the regulatory authority in its review and analysis of the filing. The Company and regulatory authority will endeavor to hold a technical conference regarding the filing within twenty (20) calendar days after the Filing Date.

A sworn statement shall be filed by an Officer of the Company affirming that the filed schedules are in compliance with the provisions of this Rate Review Mechanism and are true and correct to the best of his/her knowledge, information, and belief. No testimony shall be filed, but a brief narrative explanation shall be provided of any changes to corporate structure, accounting methodologies, allocation of common costs, or atypical or non-recurring items included in the filing.

**VI. Evaluation Procedures**

The regulatory authority having original jurisdiction over the Company's rates shall review and render a decision on the Company's proposed rate adjustment prior to the Effective Date. The Company shall provide all supplemental information requested to ensure an opportunity for adequate review by the relevant regulatory authority. The Company shall not unilaterally impose any limits upon the provision of supplemental information and such information shall be provided within seven (7) working days of the original request. The regulatory authority may propose any adjustments it determines to be required to bring the proposed rate adjustment into compliance with the provisions of this tariff.

The regulatory authority may disallow any net plant investment that is not shown to be prudently incurred. Approval by the regulatory authority of net plant investment pursuant to the provisions of this tariff shall constitute a finding that such net plant investment was prudently incurred. Such finding of prudence shall not be subject to further review in a subsequent RRM or Statement of Intent filing.

During the Review Period, the Company and the regulatory authority will work collaboratively and seek agreement on the level of rate adjustments. If, at the end of the Review Period, the Company and the regulatory authority have not reached agreement, the regulatory authority shall take action to modify or deny the proposed rate adjustments. The Company shall have the right to appeal the regulatory

<b>RATE SCHEDULE:</b>	<b>RRM – Rate Review Mechanism</b>	
<b>APPLICABLE TO:</b>	<b>ALL INCORPORATED CUSTOMERS IN THE WEST TEXAS DIVISION EXCEPT CUSTOMERS IN THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING.</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after</b>	<b>PAGE:</b>

authority's action to the Railroad Commission of Texas. Upon the filing of an appeal of the regulatory authority's order relating to an annual RRM filing with the Railroad Commission of Texas, the regulatory authority having original jurisdiction over the Company's rates shall not oppose the implementation of the Company's proposed rates subject to refund, nor will the regulatory authority advocate for the imposition of a third party surety bond by the Company. Any refund shall be limited to and determined based on the resolution of the disputed adjustment(s) in a final, non-appealable order issued in the appeal filed by the Company at the Railroad Commission of Texas.

In the event that the regulatory authority and Company agree to a rate adjustment(s) that is different from the adjustment(s) requested in the Company's filing, the Company shall file compliance tariffs consistent with the agreement. No action on the part of the regulatory authority shall be required to allow the rate adjustment(s) to become effective on October 1. To the extent that the regulatory authority does not take action on the Company's RRM filing by September 30, the rates proposed in the Company's filing shall be deemed approved effective October 1. Notwithstanding the preceding sentence, a regulatory authority may choose to take affirmative action to approve a rate adjustment under this tariff. In those instances where such approval cannot reasonably occur by September 30, the rates finally approved by the regulatory authority shall be deemed effective as of October 1.

To defray the cost, if any, of regulatory authorities conducting a review of the Company's annual RRM filing, the Company shall reimburse the regulatory authorities on a monthly basis for their reasonable expenses incurred upon submission of invoices for such review. Any reimbursement contemplated hereunder shall be deemed a reasonable and necessary operating expense of the Company in the year in which the reimbursement is made. A regulatory authority seeking reimbursement under this provision shall submit its request for reimbursement to the Company no later than December 1 of the year in which the RRM filing is made and the Company shall reimburse regulatory authorities in accordance with this provision on or before December 31 of the year the RRM filing is made.

To the extent possible, the provisions of the Final Order shall be applied by the regulatory authority in determining whether to approve or disapprove of Company's proposed rate adjustment.

This Rider RRM does not limit the legal rights and duties of a regulatory authority. Nothing herein shall abrogate the jurisdiction of the regulatory authority to initiate a rate proceeding at any time to review whether rates charged are just and reasonable. Similarly, the Company retains its right to utilize the provisions of Texas Utilities Code, Chapter 104, Subchapter C to request a change in rates. The provisions of this Rider RRM are implemented in harmony with the Gas Utility Regulatory Act (Texas Utilities Code, Chapters 101-105).

The annual rate adjustment process set forth in this tariff shall remain in effect during the pendency of any Statement of Intent rate filing.

**VII. Reconsideration, Appeal and Unresolved Items**

Orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007).

<b>RATE SCHEDULE:</b>	<b>RRM – Rate Review Mechanism</b>	
<b>APPLICABLE TO:</b>	<b>ALL INCORPORATED CUSTOMERS IN THE WEST TEXAS DIVISION EXCEPT CUSTOMERS IN THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING.</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after</b>	<b>PAGE:</b>

**VIII. Notice**

Notice of each annual RRM filing shall be provided by including the notice, in conspicuous form, in the bill of each directly affected customer no later than forty-five (45) days after the Company makes its annual filing pursuant to this tariff. The notice to customers shall include the following information:

- a) a description of the proposed revision of rates and schedules;
- b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer;
- c) the service area or areas in which the proposed rates would apply;
- d) the date the annual RRM filing was made with the regulatory authority; and
- e) the Company’s address, telephone number and website where information concerning the proposed rate adjustment can be obtained.

RESOLUTION NO. 2026-008

**AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, APPROVING A TARIFF AUTHORIZING AN ANNUAL RATE REVIEW MECHANISM (“RRM”) AS A SUBSTITUTION FOR THE ANNUAL INTERIM RATE ADJUSTMENT PROCESS DEFINED BY SECTION 104.301 OF THE TEXAS UTILITIES CODE, AND AS NEGOTIATED BETWEEN ATMOS ENERGY CORP., WEST TEXAS DIVISION (“ATMOS WEST TEXAS” OR “COMPANY”) AND THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.**

WHEREAS, the City of Wolfforth, Texas (“City”) is a gas utility customer of Atmos Energy Corp., West Texas Division (“Atmos West Texas” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos West Texas; and

WHEREAS, the City and similarly-situated West Texas municipalities created the Steering Committee of Cities Served by Atmos West Texas to efficiently address all rate and service matters associated with delivery of natural gas; and

WHEREAS, pursuant to the terms of a November 2007 agreement between the Steering Committee and Atmos West Texas that settled the Company’s interim rate filing under Section 104.301 of the Texas Utilities Code (a “GRIP” rate case), the Steering Committee and the Company collaboratively developed a Rate Review Mechanism (“RRM”) Tariff, ultimately authorized by the City in 2008, that allows for an expedited rate review process as a substitute for the GRIP process; and

WHEREAS, the City has kept some form of a RRM Tariff in place since 2008; and

WHEREAS, the most recent version of the RRM Tariff adopted in 2018 is now expired;  
and

WHEREAS, the Steering Committee recently approved a settlement with the Company on the attached RRM Tariff that contains no substantive changes, other than updating the tariff to reflect the most recent rate case and resulting Final Order found on the Railroad Commission filing system in Docket OS-24-00018879; and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM Tariff applications; and

WHEREAS, the Steering Committee recommends that all Steering Committee member cities adopt this resolution and the attached RRM Tariff; and

WHEREAS, the attached RRM Tariff (Attachment 1) is just, reasonable and in the public interest,

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

**Section 1.** That the findings set forth in this Resolution are hereby in all things approved.

**Section 2.** That the attached RRM Tariff re-establishing a form of Rate Review Mechanism is just and reasonable and in the public interest, and is hereby adopted.

**Section 3.** That Atmos West Texas shall reimburse the Cities' reasonable expenses associated with adoption of this Resolution and the attached RRM Tariff and in processing future RRM Tariff applications filed pursuant to the attached tariff.

**Section 4.** That to the extent any resolution or resolution previously adopted by the City is inconsistent with this Resolution, it is hereby repealed.

**Section 5.** That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 6.** That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, and the remaining provisions of this Resolution shall be interpreted as if the offending section or clause never existed.

**Section 7.** That this Resolution shall become effective from and after its passage.

**Section 8.** That a copy of this Resolution shall be sent to Atmos West Texas, care of Phillip Littlejohn, Vice President of Rates and Regulatory Affairs, West Texas Division, 6606 66th Street, Lubbock, Texas 89424 (Philip.littlejohn@atmosenergy.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas, 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 16<sup>th</sup> day of March, 2026.

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Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	March 16, 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on recommendation from WEDC Board for approval of a sales tax reimbursement program.
<b>STAFF INITIATOR:</b>	Danielle Sweat-EDC Director

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### BACKGROUND:

The Wolfforth Economic Development Corporation Board of Directors has approved the establishment of a Sales Tax Reimbursement Program designed to support additional commercial development surrounding the future United Supermarkets location. The intent of this program is to help attract retail tenants to the area and encourage early occupancy as the development begins to take shape.

As Council is aware, the United Supermarkets project represents a significant milestone for Wolfforth and will serve as a commercial anchor for future growth. The surrounding retail spaces create an opportunity for new businesses to locate in Wolfforth and help establish a strong commercial corridor that will serve both residents and the growing trade area. This program provides a tool to help accelerate that growth and create momentum in the early stages of the development.

Under the program guidelines, eligible businesses located within the designated program area may receive a temporary reimbursement of a portion of the sales tax generated by their business. To participate, businesses must execute a minimum five-year lease within the program area and remain in compliance with all City ordinances and requirements.

Approved businesses may receive semi-annual reimbursement payments based on the sales tax revenues generated and received by the WEDC. During the first year of participation, businesses may be eligible for reimbursement of up to 75 percent of the sales tax generated, with the reimbursement decreasing to 50 percent in the second year. Each agreement is limited to a two-year reimbursement term.

The program will begin five days after the official opening of United Supermarkets and will remain active for five years. No new applications will be accepted after the program sunset date, although previously approved agreements may continue through their full two-year reimbursement term.

The WEDC Board has reviewed and approved this program as part of the broader effort to encourage quality commercial development and build momentum around the United Supermarkets project.

### EXHIBITS:

Reimbursement Program

### COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends that City Council approve the Sales Tax Reimbursement Program approved by the WEDC Board of Directors to help attract retail tenants and build early commercial momentum around the United Supermarkets development.



## **SALES TAX REIMBURSEMENT PROGRAM**

### **I. GENERAL PURPOSE AND OBJECTIVES**

The Wolforth Economic Development Corporation (the “WEDC”) and United Supermarkets, LLC have entered into a Performance Agreement to facilitate the construction and operation of the first supermarket within the City of Wolforth (the “*Supermarket*”). Additional buildings near to the Supermarket are planned for other commercial uses. The commercial structures near the Supermarket will provide an opportunity for commercial growth in Wolforth different from anything currently existing in Wolforth. The WEDC establishes this Sales Tax Reimbursement Program to facilitate commercial growth near the Supermarket and to help provide direction to such growth.

The Sales Tax Reimbursement Program shall commence five (5) days after the official opening date of the United Supermarkets located within the Program Area and shall sunset five (5) years from the program commencement date. No new applications shall be accepted after the sunset date, though approved agreements executed prior to the sunset date may continue through their full two-year term.

### **II. PROGRAM GUIDELINES**

1. The area for the Program will include the area designated on the attached map.
2. Applicants must have an executed 5-year lease for a portion of the Program Area.
3. Each agreement for an individual retailer in the Program Area shall set forth the terms of the reimbursement incentive.

### **III. PROGRAM DETAILS**

If awarded a reimbursement incentive, an applicant will receive semi-annual Incentive Payments for a two-year period. The Incentive Payments will be based on two (2), six (6)-month periods: January 1 through June 30, and July 1 through December 31. The first incentive payment shall be made following the conclusion of the first full 6-month period after the applicant provides written notice and appropriate documentation to the WEDC that the payments should commence.

Incentive Payments shall be based on sales tax revenues generated by the applicant and received by the WEDC for the prior six-month period as defined above. A reimbursement request with appropriate sales tax documentation shall be provided to the WEDC after the end of each six-month period in order to receive the reimbursement.

During the first year of the agreement term, the applicant shall be eligible to receive reimbursement of seventy-five percent (75%) of the eligible sales tax revenues generated and received by the WEDC. During the second year of the agreement term, the applicant shall be eligible to receive reimbursement of fifty percent (50%) of the eligible sales tax revenues generated and received by the WEDC.

#### **IV. INCENTIVE APPLICATION PROCESS**

1. Contact Wolfforth Economic Development Director to discuss project and determine eligibility.
2. Eligibility requirements
  - a. Business must be located within the Program Area
  - b. Provide copy of an executed lease for a period of at least five (5) years;
  - c. Provide business projections;
  - d. Must remain in compliance with all City of Wolfforth ordinances and Codes;
  - e. Must obtain and maintain City utility account in good standing for duration of agreement and
  - f. Must complete and return all other required information.
3. Complete the incentive application form and sign the agreement form. Return the completed application form with all required information to the Wolfforth Economic Development Director.
4. The approval process will include, but not limited to, the following:
  - a. An applicant will be expected to attend WEDC Board meetings in which consideration of the application occurs.
  - b. Applications must be complete and contain all required information. Additional information requested by the Wolfforth Economic Development Director or the WEDC Board must be provided prior to consideration of the incentive.
  - c. All retailers seeking participation in the program must submit a complete application and required documentation. Applications will be reviewed for eligibility and compliance with program requirements; however, participation is not subject to denial once eligibility criteria are met and funding is available.



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	March 16, 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on Resolution 2026-009 approving an Interlocal Agreement for participation in aerial mosquito application.
<b>STAFF INITIATOR:</b>	Randy Criswell, City Manager

---

### **BACKGROUND:**

Each year a group of cities from our area combine efforts and through an Interlocal Agreement with the City of Plainview we commit a large enough area to secure the services of a company to aerially apply mosquito insecticide. In the past it's only been one application, but it was extremely helpful to control our mosquito population.

The last time we did this, the cost was several thousand dollars and well worth it. Pricing is based on number of acres flown. An Interlocal Agreement with the City of Plainview is attached as an exhibit, as well as Resolution 2026-009.

Cost for this will come from the Animal/Vector Control budget.

### **EXHIBITS:**

Resolution  
Interlocal Agreement

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

Staff recommends approval of Resolution No. 2026-009.

**RESOLUTION NO. 2026-009**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF PLAINVIEW, TEXAS FOR AERIAL MOSQUITO APPLICATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council desires to authorize an Interlocal Agreement between the City and the City of Plainview, Texas for Aerial Mosquito Application.

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

**SECTION 1.** The City Council hereby approves an Interlocal Agreement between the City and the City of Plainview, Texas for Aerial Mosquito Application attached to this Resolution as **Exhibit A** and authorize the City Manger to execute the contract

**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 16<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
David Cooper, Mayor Pro Tem

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

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT  
BETWEEN THE CITY OF PLAINVIEW AND THE CITY OF WOLFFORTH**

This Interlocal Cooperative Purchasing Agreement (the “Agreement”) is made by and between the City of Plainview (“Plainview”), a home-rule municipal corporation of the State of Texas, and the City of Wolfforth (“Wolfforth”), a home-rule municipal corporation of the State of Texas (each a “Party” or collectively, the “Parties”), pursuant to Chapter 791 of the Texas Government Code (“Chapter 791”).

**WHEREAS**, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code (the “Interlocal Cooperation Act”) which authorizes Plainview and Wolfforth to enter into this Agreement for purposes of providing a governmental function or service that each Party to the Agreement is individually authorized to perform; and

**WHEREAS**, Plainview and Wolfforth, acting by and through their duly authorized governing bodies, desire to enter into this Agreement and find that this Agreement is necessary for the benefit of the public and is in the common interests of both parties; and

**WHEREAS**, the governing bodies of Plainview and Wolfforth, in paying for the performance of governmental functions or in performing such governmental functions under this Agreement, shall make such payments only from current revenues legally available to each Party.

**NOW, THEREFORE**, and in consideration of and conditioned upon the mutual covenants and agreements herein contained, Plainview and Wolfforth do mutually agree as follows:

**ARTICLE 1 - PURPOSE**

The purpose of this Agreement is to allow Plainview and Wolfforth to cooperate in the purchase of various goods and services commonly utilized by the parties, where available and applicable, and to allow Plainview and Wolfforth to purchase goods and services from vendors under present and future contracts with either Party, including the contracts attached hereto as Exhibit A.

**ARTICLE 2 – PLAINVIEW’S RESPONSIBILITY**

Plainview will be individually responsible for payments directly to the vendor and for the vendor’s compliance with all conditions of delivery and for the quality of goods and services purchased by Plainview under such contracts. Plainview shall make such payments from current revenues available to Plainview.

**ARTICLE 3 – WOLFFORTH’S RESPONSIBILITY**

Wolfforth will be individually responsible for payments directly to the vendor and for the vendor’s compliance with all conditions of delivery and for the quality of goods and services purchased by Plainview under such contracts. Wolfforth shall make such payments from current revenues available to Wolfforth.

**ARTICLE 4 – TERM AND TERMINATION**

This Agreement shall begin upon the last day executed by all authorized parties and shall continue in full force and effect unless terminated. Either Party to this Agreement may terminate this Agreement at any time and for any reason by providing the other Party thirty (30) days written notice to the other Party or pursuant to Article 14 of this Agreement.

#### **ARTICLE 5 – IMMUNITY**

It is expressly understood and agreed that in the execution of this Agreement, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

#### **ARTICLE 6 - ASSIGNMENT**

Wolfforth shall not have the right to assign or subcontract any of its duties, obligations, or rights under this Agreement without the prior written consent of Plainview, which such right shall be granted solely at the discretion of Plainview.

#### **ARTICLE 7 - GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Texas. To the extent permitted by law, venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Hale County, Texas, or the United States District Court for the Northern District of Texas – Lubbock Division. In any such action, each Party shall pay its own attorneys' fees, court costs, and other expenses incurred as a result of the action.

#### **ARTICLE 8 - REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

#### **ARTICLE 9 - SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

#### **ARTICLE 10 - ENTIRE AGREEMENT**

This written instrument contains the entire understanding and agreement between Plainview and Wolfforth as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. This Agreement may not be amended unless set forth in writing and signed by both parties.

#### **ARTICLE 11 - SIGNATURE AUTHORITY**

The person signing this agreement hereby warrants that they have the legal authority to execute this agreement on behalf of the respective Party and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the Party. This Agreement and any amendment(s) hereto may be executed accordingly. Each Party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto. Any signature delivered by a Party by facsimile or other electronic transmission (including email transmission of a portable document file (pdf) or similar image shall be deemed to be an original signature hereto.

## **ARTICLE 12 - INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that Wolfforth shall operate as an independent contractor as to all rights and privileges granted herein and not as agent, representative, or employee of Plainview. Subject to and in accordance with the conditions and provisions of this Agreement, Wolfforth shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Wolfforth acknowledges that the doctrine of respondeat superior shall not apply as between Plainview, its officers, agents, servants, and employees, and Wolfforth, its officers, agents, employees, servants, contractors, and subcontractors. Wolfforth further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between Plainview and Wolfforth.

## **ARTICLE 13 - NO WAIVER**

The failure of either Party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

## **ARTICLE 14 - NON-APPROPRIATION OF FUNDS**

Plainview and Wolfforth will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either Party's governing body, and as a result, that Party is unable to fulfill its obligations under this Agreement, that Party (i) shall promptly notify the other Party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

## **ARTICLE 15 - LIABILITY**

Nothing in the performance of this Agreement shall impose any liability for claims against Plainview or Wolfforth other than claims for which liability may be imposed by the Texas Tort Claims Act.

## **ARTICLE 16 – AMENDMENTS**

No amendment to this Agreement shall be binding upon either Party hereto unless such amendment is set forth in writing and signed by both parties.

## **ARTICLE 17 - FORCE MAJEURE**

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems or existing contractual obligations directly related to the subject matter of this Agreement.

## **ARTICLE 18 - NOTICE**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (i) hand-delivered to the other Party, its agents, employees, servants or representatives, (ii) delivered by facsimile with electronic confirmation of the transmission, or (iii) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of Plainview  
Attn: Ted Chancellor, City Manager  
202 W. 5th Street  
Plainview, Texas 79072

City of Wolfforth  
Attn: Randy Criswell  
City Manager  
302 Main Street  
Wolfforth, Texas 79382

**ARTICLE 19 - GOVERNMENTAL FUNCTION/GOVERNMENTAL AUTHORITY**

Pursuant to Chapter 791 and other authority, the following findings and representations are made by the Parties:

- each Party is a local government as defined by Chapter 791;
- each Party is mutually interested in the governmental functions and services described in this Agreement;
- this Agreement describes and provides a governmental function or service that each Party to the Agreement is authorized to perform individually;
- this Agreement is authorized by the governing body of each Party, by and through a recorded, public vote conducted pursuant to Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), and other authority;
- this Agreement states the purpose, terms, rights, and duties of the Parties;
- this Agreement specifies that in paying for the performance of governmental functions or in performing such governmental functions under this Agreement, each Party shall make such payments only from current revenues legally available to each Party.

*[signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF PLAINVIEW**

**CITY OF WOLFFORTH**

\_\_\_\_\_  
Ted Chancellor, City Manager

\_\_\_\_\_  
Randy Criswell, City Manager

**ATTEST:**

\_\_\_\_\_  
Belinda Hinojosa, City Secretary

**APPROVED AS TO FORM AND LEGALITY FOR PLAINVIEW:**

\_\_\_\_\_  
Matthew A. Murray, City Attorney

**EXHIBIT A**



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	March 16, 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on request for establishment of Police Cadet position
<b>STAFF INITIATOR:</b>	Patrick Austin, Chief of Police

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### BACKGROUND:

Currently, the Wolfforth Police Department only hires sworn peace officers that are already licensed through the Texas Commission on Law Enforcement (TCOLE). Over approximately the last year, the Wolfforth Police Department has had a significant influx of applications from unlicensed candidates. These candidates come from the local area as well as around the state. We have found through reviews of those applications and discussions with the candidates that many of them would be suitable candidates. However, we are unable to hire those candidates because they are unlicensed.

In alignment with the Wolfforth Police Department's efforts to hire the best qualified candidates, we seek to create a Police Cadet position to employ qualified candidates from a larger pool. Hiring Police Cadets will also create more opportunities for candidates while allowing us to have training oversight of candidates at earlier stages. The creation of a Police Cadet position will allow us to remain competitive in a dynamic and evolving employment environment.

To facilitate Police Cadet training, the Wolfforth Police Department has begun working with the South Plains College (SPC) Law Enforcement Academy. Eligible candidates would be required to go through our hiring process which includes background checks, a physical fitness test, a written test, and interviews. Candidates would also be required to go through any additional enrollment requirements of SPC. Candidates that are hired would be full-time employees while attending the academy for a period of five months. As full-time employees, Police Cadets would receive the same benefits and insurance as a "Step 0" Police Officer with their pay reduced by 25%. After the completion of the academy, Police Cadets would change positions from a Police Cadet to a Police Officer at a "Step 0" pay rate. All Police Cadets would also be subject to an employment contract for a period of two years.

Hiring a Police Cadet would not be feasible in all circumstances. It would rely heavily on the timing of any vacancies in relation to the academy's schedule. In many cases we would still need to hire licensed candidates. Therefore, creating a Police Cadet position would not replace our current hiring practices, but rather it would supplement them and expand our hiring options.

While developing the Police Cadet position, the goal was to have zero impact on the budget. The approximate cost to send a Police Cadet through the SPC Law Enforcement Academy is \$5,500.00. SPC housing for Police Cadets that are not local or those with special circumstances is approximately \$1,000.00. The maximum total estimated cost to send a Police Cadet through the SPC Law Enforcement Academy is approximately \$6,500.00. The "Step 0" Police Officer 25% reduced pay rate for a Police Cadet over the five-month period they attend the academy offsets the total estimated cost of \$6,500 and facilitates the zero impact on the budget.

**EXHIBITS:**

**COUNCIL ACTION/STAFF RECOMMENDATION:**



## AGENDA ITEM COMMENTARY

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**MEETING NAME:** City Council  
**MEETING DATE:** March 16th 2026  
**ITEM TITLE:** Consider and take appropriate action on Resolution No. 2026-010  
Awarding 2026 Sealcoating Bid to Ronald R Wagner & Co. LP.  
**STAFF INITIATOR:** Randy Hall

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**BACKGROUND:**

The bids have been opened for the 2026 Sealcoating project, which is a group effort between 15 cities and one county in the Panhandle and West Texas area. Parkhill is the engineering firm that manages the project for the group. Bids were opened on February 25, 2026. Bids came in below the engineer's estimate, a Letter of Recommendation and Bid Tabulation are included as an exhibit to this item. Parkhill recommends the bid be awarded to Ronald R. Wagner & Co., LP in the amount of \$2,316,409.68. The City of WolfForth's portion of this contract will be \$252,423.60, which is currently budgeted.

**EXHIBITS:**

- a. Resolution 2026-010
- b. Letter of Recommendation
- c. Sealcoat 2026 Contract
- d. Spread sheet of Streets to be Sealed

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Staff recommend approval of Resolution

**RESOLUTION NO. 2026-010**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A CONTRACT WITH RONALD R. WAGNER & CO., LP FOR THE 2026 GROUP SEALCOAT PROGRAM; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council desires to authorize a contract with Ronald R Wagener & Co., LP, for the 2026 group sealcoat program and authorize the City Manager to execute the contract.

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

**SECTION 1.** The City Council hereby approves the contract with Ronald R Wagener & Co., LP, for the 2026 group sealcoat program attached to this Resolution as **Exhibit A** and authorizes the City Manager to execute the contract.

**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 16th day of March, 2026.

\_\_\_\_\_  
David Cooper, Mayor Pro Tem

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

**SECTION 00 52 00 - AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between City of Wolfforth (“Owner”) and  
Ronald R. Wagner & Co., LP (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Furnish all necessary materials, machinery, equipment, superintendence, and labor work as called for in Specifications. Seal coat consists of asphalt binder with or without polymer additive and precoated aggregate cover.

**ARTICLE 2 - THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:  
2026 Group Seal Coat Program  
Construct a surface treatment consisting of one or more applications of a single layer of asphalt material covered with a single later of aggregate.

**ARTICLE 3 - ENGINEER**

3.01 The Owner has retained Parkhill (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.  
3.02 The part of the Project that pertains to the Work has been designed by Engineer.

**ARTICLE 4 - CONTRACT TIMES**

4.01 *Time is of the Essence*  
A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.  
4.02 *Contract Times: Dates*  
A. The Work will be substantially complete on or before September 25, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 30, 2026.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  - 1. *Substantial Completion:* Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  - 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**ARTICLE 5 - CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

<b>Unit Price Work</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	Chip Seal seal coat, including binder and precoated aggregate, as specified, complete in place, at a unit price per square yard of placed and completed cover	SY	79,185	\$3.12	\$247,057.20
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$247,057.20

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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**ARTICLE 6 - PAYMENT PROCEDURES****6.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

**6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
  - a. 90 percent of the value of the Work completed (with the balance being retainage).
    - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

**6.03 Final Payment**

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

**ARTICLE 7 - CONTRACT DOCUMENTS****7.01 Contents**

- A. Contract Documents consist of all of the following:
1. Executed Bid Form
  2. This Agreement.
  3. Bonds:
    - a. Performance Bond (together with power of attorney).
    - b. Payment Bond (together with power of attorney).
  4. General Conditions.
  5. Supplementary Conditions.
  6. Specifications as listed in the table of contents of the project manual.
  7. Addenda (numbers 01 to 01, inclusive).

- 
9. Exhibits to this Agreement (enumerated as follows):
- a. N/A
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8 - REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between 2 or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

**Owner:**

**City of Wolfforth**

*(typed or printed name of organization)*

**By:**

\_\_\_\_\_  
*(individual's signature)*

**Date:**

\_\_\_\_\_  
*(date signed)*

**Name:**

\_\_\_\_\_  
*(typed or printed)*

**Title:**

\_\_\_\_\_  
*(typed or printed)*

**Contractor:**

**Ronald R. Wagner & Co., LP**

*(typed or printed name of organization)*

**By:**

\_\_\_\_\_  
*(individual's signature)*

**Date:**

\_\_\_\_\_  
*(date signed)*

**Name:**

\_\_\_\_\_  
*(typed or printed)*

**Title:**

\_\_\_\_\_  
*(typed or printed)*

*(If Ronald R. Wagner & Co., LP is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

**Attest:**

\_\_\_\_\_  
*(individual's signature)*

**Title:**

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

PO Box 354

Kendalia, TX 78027

**Designated Representative:**

**Name:**

\_\_\_\_\_  
*(typed or printed)*

**Title:**

\_\_\_\_\_  
*(typed or printed)*

**Address:**

\_\_\_\_\_

**Designated Representative:**

**Name:**

\_\_\_\_\_  
*(typed or printed)*

**Title:**

\_\_\_\_\_  
*(typed or printed)*

**Address:**

\_\_\_\_\_

**Phone:**

\_\_\_\_\_

**Email:**

\_\_\_\_\_

*(If City of Wolfforth is a corporation, attach evidence of authority to sign. If City of Wolfforth is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

**Phone:**

\_\_\_\_\_

**Email:**

\_\_\_\_\_

**License No.:**

\_\_\_\_\_  
*(where applicable)*

**State:**

\_\_\_\_\_

March 6, 2026

Re: 2026 Group Seal Coat Program  
Recommendation for Award of Construction Contract

Dear Participants:

On February 25, 2026, the Governing Bodies of Borger, Claude, Dawson County, Dimmitt, Floydada, Friona, Hereford, Kermit, Lamesa, Littlefield, Memphis, Muleshoe, Pecos City, Stanton, Sundown, and Wolfforth received seven Bids from Ronald R. Wagner & Co., LP, Missouri Petroleum Products Company, CK Newberry, Freeman Paving LLC, Intermountain Slurry Seal, Inc., G&G Operators, Ltd, and American Road Maintenance for the 2026 Group Seal Coat Program and Parkhill has now completed the evaluations of those submitted Bids for the subject Project.

Bids were determined tabulated properly and are consistent with figures recorded during the bid opening. Enclosed is a detailed bid tabulation form for reference.

The Opinion of Probable Cost (OPC) for this Project is \$3.50/SY. Bids ranged from a low of \$3.12/SY (Ronald R. Wagner & Co., LP) to a high of \$4.50/SY (American Road Maintenance). The low price is 10.86% lower than the OPC, and the high price is 44.23% higher than the low.

Parkhill assessed the qualifications of the low Bid to determine if they satisfy Minimum General Requirements and Minimum Project Specific Criteria established for this Project, and Ronald R. Wagner & Co., LP met all criteria.

Based upon our complete evaluation of all information provided, we recommend the Construction Contract for the 2026 Group Seal Coat Program project be awarded to Ronald R. Wagner & Co., LP, including all Base Bid Proposal items for **total Contract amount of \$2,316,409.68**. In addition, Ronald R. Wagner & Co., LP has successfully completed Projects of similar nature and complexity and we feel they will complete the work satisfactorily.

For anything further, please contact me directly at 325.207.0388 or mmolter@parkhill.com.

Sincerely,

PARKHILL

By 

Mike Molter, PE  
Project Manager | Senior Practice Leader

MWM/jy  
Enclosures: Bid Tabulation

**Governing Bodies of Borger, Claude, Dawson County, Dimmitt, Floydada, Friona, Hereford, Kermit, Lamesa, Littlefield, Memphis, Muleshoe, Pecos City, Stanton, Sundown, and Wolfforth.**

**2026 GROUP SEAL COAT PROGRAM  
Various Locations Throughout Texas  
Virtual Meeting – MS Teams  
February 25, 2026 – 2:00PM**

**Parkhill Project No. 46658.25**

Contractor	Bid Bond	Addendum #1	Base Bid
Ronald R. Wagner & Co., LP PO Box 354 Kendalia, TX 78027	X	X	\$2,316,409.68 \$3.12/SY
Missouri Petroleum Products Company 493 Dr. M Roper Pkwy N. Bullard, TX 75757	X	X	\$2,360,956.02 \$3.18/SY
CK Newberry 1538 County Road 345 Karnes City, TX 78118	X	X	\$2,450,048.70 \$3.30/SY
Freeman Paving LLC 1305 Wilbarger Vernon, TX 76384	X		\$2,509,443.82 \$3.38/SY
Intermountain Slurry Seal, Inc.* 1000 North Warm Springs Road Salt Lake City, UT 84116  *Bid received on time; not read aloud. Reason: Administrative Issue.	X		\$2,858,390.15 \$3.85/SY
G&G Operators, Ltd 907 Liberal Dalhart, TX 79022	X	X	\$3,156,108.19 \$4.25/SY

American Road Maintenance* 4554 E Eco Industrial Pl Tucson, AZ 85756  *Bid received on time; not read aloud. Reason: Administrative Issue.	X	X	\$3,340,975.50 \$4.50/SY
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**OJD Engineering, LLC**  
 Consulting Engineers & Surveyors

328 E. Hwy 62 Unit #1  
 Wolfforth, TX 79382  
 806-791-2300

2420 Lakeview Drive  
 Amarillo, TX 79109  
 806-352-7117

J. HENRY ADDITION  
 FRENSHIP HEIGHTS

CITY OF  
 WOLFFORTH

SEAL COAT PLAN  
 2025

Revisions	No.	Date:

OJD Engineering, LLC  
 F-4393

Project No.	25-LE0083	Sheet:	2
Date:	12/18/25	Drawn By:	ACB
Checked By:	TRL	Scale:	1" = 100'

WOLFFORTH SEAL COAT 2025			
STREET NAME	STREET LENGTH (FT)	PAVING AREA (SF)	PAVING AREA (SY)
FLINT AVE	1402	45296	5033
12TH STREET	1636	61265	6807
11TH STREET	971	31338	3482
<b>TOTAL</b>	<b>4009</b>	<b>137899</b>	<b>15322</b>



