



CITY COUNCIL MEETING

June 15, 2026 at 6:00 PM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

AGENDA

CALL MEETING TO ORDER

INVOCATION - Councilmember Houck

PLEDGE OF ALLEGIANCE - Councilmember Salazar

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 June 1 and June 8, 2026.
- [2.](#) Consider and take appropriate action on Resolution 2026-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION AND CITY CONSULTANTS, LLC FOR ADVISORY AND PREDEVELOPMENT SERVICES RELATING TO THE WOLFFORTH CITY CENTER PROJECT; MAKING FINDINGS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

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.

3. Consider and take appropriate action on Payment Request #14 from UCA for the Lubbock North Interconnect Construction

REGULAR SESSION

4. Consider and take appropriate action on City Manager's monthly report
5. PUBLIC HEARING: Conduct a public hearing to receive public comments regarding the Wolfforth Forward Comprehensive Plan.

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

6. Consider and take appropriate action on Ordinance 2026-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, PROVIDING FOR, THE ADOPTION OF A COMPREHENSIVE PLAN FOR THE CITY OF WOLFFORTH, PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

7. Consider and take appropriate action on Ordinance 2026-011.

AN ORDINANCE AMENDING ARTICLE 3.09 “FLOOD DAMAGE PREVENTION” OF THE CODE OF ORDINANCES OF THE CITY OF WOLFFORTH, TEXAS ,AS AMENDED BY ADOPTING UPDATED REGULATIONS TO COMPLY WITH GUIDELINES ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL

ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

8. PUBLIC HEARING: Conduct a public hearing on a zoning change from MF/C-2 (Multi-Family/Commercial) to OTM (Old Town Mixed-Use) at BLK AK SEC 25 AB 246 BAL OF SW/4 AC: 46.04.

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.

9. Consider and take appropriate action on Ordinance 2026-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE ZONING MAP AS IT RELATES TO PROPERTY KNOWN AS BLK AK SEC 25 AB 246 BAL OF SW/4 AC: 46.04 ACRES, WOLFFORTH, TEXAS, BY AMENDING THE ZONING DESIGNATION FROM C-2 AND MF TO OTM; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES AND PORTIONS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

10. Consider and take appropriate action on Resolution 2026-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN ASSIGNMENT OF A WASTE COLLECTION SERVICE CONTRACT WITH SOUTH PLAINS WASTE SERVICE, LLC TO BFI WASTE SERVICE OF TEXAS, LP, ALSO KNOWN AS REPUBLIC SERVICES; AND PROVIDING AN EFFECTIVE DATE

11. Consider and take appropriate action on Budget Workshop #2

12. Consider and take appropriate action on adoption of Fiscal Year 2027 Budget Calendar

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:

13. 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

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.
15. 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) Turquoise Poodle

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 June 9, 2026

/s/ Terri Robinette, City Secretary



CITY COUNCIL MEETING

June 01, 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 Pro Tem McDonald

INVOCATION - Mayor Pro Tem McDonald

PLEDGE OF ALLEGIANCE - Councilmember Worley

ROLL CALL AND ESTABLISH A QUORUM

PRESENT

Councilmember Place 1 Wesley Houck

Councilmember Place 2 Robert Salazar

Councilmember Place 3 Gregory Stout

Councilmember Place 4 Charlotte McDonald

Councilmember Place 5 Karen Worley

ABSENT

Mayor Charles Addington

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

(unapproved draft)

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.

Associate Judge Janet Matthews introduced herself to the Council. She will serve when Judge Wittie is unavailable and preside over any jury trials.

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

Motion made by Councilmember Place 5 Worley, Seconded by Councilmember Place 3 Stout.

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

1. Consider and take appropriate action on City Council Meeting Minutes from May 18, 2026
2. Consider and take appropriate action on April 2026 Departmental Reports
3. Consider and take appropriate action on Ordinance 2026-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6, HEALTH AND SANITATION, ARTICLE 6.02.56 PROHIBITED MATERIALS BY ADDING DIRT AND SOD; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

REGULAR SESSION

4. Consider and take appropriate action on recommendation from selection committee pertaining to RFQ 2026-004, Planning and Design Services for Patterson Park Civic Campus.

City Manager Randy Criswell presented the submitted RFQs for design services for a new Civic Campus to be located in Patterson Park. Eight proposals were received by the deadline. A scoring committee reviewed all packets and scores were tabulated. The top three proposers are as follows:

Lake Flato

Kimley Horn

The next step would be the Council to confirm the top three applicants and to authorize the City Manager to negotiate a contract beginning with the top applicant.

Motion to approve the top three rankings and authorize the City Manager to begin negotiations and bring a contract back to Council for approval.

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

5. Consider and take appropriate action on discussion pertaining to Data Centers.

A meeting was held on Friday, May 22 regarding data centers that was hosted by the Lubock Chamber of Commerce. Staff and some Council members attended this meeting to gather information. Currently the city does not have land within the city limits that is zoned Industrial, which is the zoning requirement for Data Centers. Information is coming in daily about the impacts of data centers on local communities and staff is monitoring as it becomes available. City Manager Randy Criswell will continue to research new information along with staff and will keep a close watch on data centers' affects in this area.

Councilmember Worley is most concerned about electricity demands and believes closed loop systems will help with water demand. She also questions the economic impact once a data system is built.

Councilmember Stout shares the same concerns with the resource demands.

Councilmember Salazar is concerned with housing demands during center construction and then leaving vacant and empty neighborhoods.

Councilmember Houck noted the Google rep at the presentation commented that they realize the water limitations in the area and would focus more on electrical powered cooling.

Motion to bring a draft moratorium to the next Council agenda limiting data centers within the City limits

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

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURN

Motion to adjourn at 6:31 PM

Motion made by Councilmember Place 5 Worley, Seconded by Councilmember Place 4 McDonald.

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

PASSED AND APPROVED THIS 15TH DAY OF JUNE 2026

Charles Addington, II, Mayor
City of Wolfforth, Texas

ATTEST:

Terri Robinette, City Secretary



CITY COUNCIL MEETING

June 08, 2026 at 4:00 PM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

MINUTES

CALL MEETING TO ORDER

Meeting was called to order by Mayor Addington at 4:04 PM

INVOCATION - Councilmember Worley

PLEDGE OF ALLEGIANCE - Councilmember Houck

ROLL CALL AND ESTABLISH A QUORUM

PRESENT

Mayor Charles Addington

Councilmember Place 1 Wesley Houck

Councilmember Place 2 Robert Salazar

Councilmember Place 3 Gregory Stout

Councilmember Place 4 Charlotte McDonald

Councilmember Place 5 Karen Worley

REGULAR SESSION

1. Consider and take appropriate action on Planning Workshop for future Civic Campus

Matthew Giese, the City's Civic Campus Consultant, led the City Council through a workshop discussing design ideas, land uses, landscaping and the design process.

The Council agrees the design firm will develop a vision for both Patterson Park and the newly purchased land of the Economic Development Corporation for a total of 77 acres.

The discussion also included that the area should be highly walkable where outside visitors park when they arrive, stay the weekend, and are able to walk to everything they need within Wolfforth and that the space should honor the past as it embraces the future of Wolfforth. An anchor hotel was discussed at length and would be highly desirable due to the ease of access to downtown Lubbock, to Tech Campus and to the medical district.

(unapproved draft)

No action was taken.

Item # 1.

ADJOURN

Motion to adjourn at 5:37 PM.

Motion made by Councilmember Place 5 Worley, Seconded by Councilmember Place 3 Stout.

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

PASSED AND APPROVED THIS 15TH DAY OF JUNE 2026

Charles Addington, II, Mayor
City of Wolfforth, Texas

ATTEST:

Terri Robinette, City Secretary



AGENDA ITEM COMMENTARY

Item # 2.

MEETING NAME:	City Council
MEETING DATE:	June 15, 2026
ITEM TITLE:	CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION 2026-023 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION AND CITY CONSULTANTS, LLC FOR ADVISORY AND PREDEVELOPMENT SERVICES RELATING TO THE WOLFFORTH CITY CENTER PROJECT; MAKING FINDINGS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE
STAFF INITIATOR:	EDC Director-Danielle Sweat

BACKGROUND:

This resolution ratifies the action taken by the City Council at its May 18th meeting to approve a Professional Services Agreement with City Consultants, LLC for advisory and predevelopment services related to the Wolfforth City Center project.

The proposed agreement provides for professional guidance and coordination as the Wolfforth Economic Development Corporation continues moving forward with the planning and development of the City Center property. The consultant's scope of services includes transportation and infrastructure advisory, TxDOT coordination, railway and freight corridor planning, infrastructure funding strategy, public-private finance and incentive strategy, legislative and statutory advisory services, development services oversight, fiscal impact analysis, phased development strategy, meeting participation, and coordination of third-party professional services.

The consultant will assist the WEDC in identifying potential funding opportunities, evaluating development tools such as PIDs, TIRZs, and local incentive agreements, coordinating with state and federal agencies as appropriate, and helping structure the project in a way that supports responsible, phased development.

Approval of this resolution formally ratifies the prior approval and allows the WEDC to enter into the agreement and continue advancing the City Center project with professional support focused on infrastructure, funding, development strategy, and long-term implementation.

EXHIBITS:

City Consultants Contract

COUNCIL ACTION/STAFF RECOMMENDATION:

PROFESSIONAL SERVICES AGREEMENT

Wolfforth Economic Development Corporation & City Consultants, LLC — Wolfforth City Center Advisory & Predevelopment Services

This Professional Services Agreement (the “**Agreement**”) is made and entered into effective _____, 2026 (the “**Effective Date**”), by and between the **WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION**, a Type B economic development corporation organized and existing under Chapter 505 of the Texas Local Government Code (the “**Corporation**” or “**WEDC**”), and **CITY CONSULTANTS, LLC**, a Texas limited liability company with its principal office at 1500 Broadway Avenue, Suite 1500, Lubbock, Texas 79401 and remit-to address P.O. Box 1468, Lubbock, Texas 79408 (the “**Consultant**”). The Corporation and Consultant are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Corporation is engaged in promoting economic development within the City of Wolfforth, Texas (the “**City**”), including planning, predevelopment, and advisory services in support of strategic municipal initiatives; and

WHEREAS, the Corporation desires to retain the Consultant to provide professional advisory, coordination, infrastructure, finance, and predevelopment services in connection with the approximately 46-acre “Wolfforth City Center” project located adjacent to the Wolfforth City Hall site (the “**Project**”); and

WHEREAS, the Consultant possesses the requisite experience, expertise, and qualifications to perform such professional services and is willing to do so on the terms set forth herein; and

WHEREAS, the Parties expressly acknowledge that the Consultant’s role is limited to advisory, administrative, and coordination services and does not include engineering, architectural, construction, legal, accounting, fiduciary, or lobbying services, nor does it include direct financial responsibility for third-party services;

WHEREAS, by Resolution No. _____ adopted on _____, 2026, the City Council of the City of Wolfforth has approved and authorized the Corporation to enter into this Agreement, a copy of which Resolution is attached hereto as Exhibit C and incorporated herein by reference;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ENGAGEMENT AND SCOPE OF SERVICES

1.1 Engagement. The Corporation hereby engages the Consultant, and the Consultant hereby accepts such engagement, to perform the professional services described in Exhibit A (the “**Services**”), upon the terms and conditions set forth in this Agreement.

1.2 Scope. The Services shall be performed in accordance with Exhibit A (Scope of Services), which is incorporated herein by reference. The Services are advisory and administrative in nature.

1.3 Alignment with City Priorities. The Consultant shall perform the Services in alignment with the goals and strategic priorities adopted by the Corporation and the City of Wolfforth for the Project, as communicated to the Consultant from time to time.

1.4 Excluded Services. The Services do not include, and the Consultant shall not be deemed to provide, engineering, architectural, surveying, legal, accounting, tax, fiduciary, brokerage, lobbying, or construction services. Any such services required for the Project shall be procured by the Corporation or the City directly from licensed third-party providers.

2. TERM

2.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of twelve (12) months, expiring on June 2, 2027 (the "Term"), unless earlier terminated as provided herein or extended by written amendment executed by the Parties.

2.2 Renewal. Any extension or renewal of the Term shall require a written amendment to this Agreement approved by the Corporation's Board of Directors and executed by both Parties.

3. COMPENSATION

3.1 Fees. As full and complete compensation for the Services, the Corporation shall pay the Consultant the fees set forth in Exhibit B (Compensation), in the total not-to-exceed amount of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) over the Term.

3.2 Invoicing. The Consultant shall invoice the Corporation quarterly in accordance with the payment schedule set forth in Exhibit B. Each invoice shall reference this Agreement and shall be addressed to the Corporation at the notice address set forth in Section 16.

3.3 Payment Terms. Each quarterly installment shall be due and payable on the date specified in the payment schedule set forth in Exhibit B. Disputed amounts, if any, shall be identified by the Corporation in writing within fifteen (15) days of receipt of the applicable invoice; undisputed amounts shall be paid on the scheduled due date regardless of any dispute as to other amounts.

3.4 Remit-to. Payments shall be remitted by check or ACH to City Consultants, LLC, P.O. Box 1468, Lubbock, Texas 79408, or to such other address as the Consultant may designate in writing.

3.5 No Additional Compensation. The fees set forth in Exhibit B constitute the Consultant's sole compensation for the Services. The Consultant shall not be entitled to any additional fees, bonuses, contingency payments, success fees, finder's fees, or compensation tied to public approvals, third-party transactions, grant awards, or development outcomes.

3.6 Reimbursable Expenses. Out-of-pocket expenses (including travel, lodging, printing, courier, and similar costs) shall be pre-approved in writing by the Corporation and shall be reimbursed at cost without markup, supported by receipts.

4. THIRD-PARTY SERVICES

4.1 Direct Contracting by Corporation. The Corporation, the City, or such other public entity as may be appropriate, shall contract directly with, and be solely liable for payment to, all third-party service providers engaged in connection with the Project, including without limitation architects, civil engineers, MEP engineers, landscape architects, surveyors, appraisers, attorneys, certified public accountants, and market or feasibility consultants.

4.2 Coordination Role. The Consultant's role with respect to third-party providers is limited to advisory coordination and oversight as directed by the Corporation. The Consultant shall not procure, contract for, authorize, guarantee, or pay for any third-party services unless the Corporation issues prior written direction to do so.

4.3 No Liability for Third Parties. The Consultant shall not be liable for cost overruns, errors, omissions, nonpayment claims, mechanic's or materialman's liens, or disputes arising from the work or fees of any third-party provider.

5. PERSONNEL AND SUBCONSULTANTS

5.1 Key Personnel. The Consultant shall assign appropriately qualified personnel to the performance of the Services. Marc McDougal and L. Scott Mann shall serve as principals-in-charge.

5.2 Approved Subconsultants. The Corporation acknowledges and approves the Consultant's engagement of Giese Ltd as a subconsultant for the Services, pursuant to a separate sub-consultant agreement between the Consultant and Giese Ltd. The Consultant shall remain fully responsible to the Corporation for the performance of all Services, including those performed by approved subconsultants.

5.3 Additional Subconsultants. The Consultant shall not engage additional subconsultants for the performance of the Services without the prior written approval of the Corporation, which approval shall not be unreasonably withheld.

5.4 No Privity. Nothing in this Agreement shall create privity of contract between the Corporation and any subconsultant of the Consultant.

6. INDEPENDENT CONTRACTOR STATUS

6.1 Independent Contractor. The Consultant is an independent contractor and not an employee, agent, partner, or joint venturer of the Corporation or the City. Nothing in this Agreement shall be construed to create any employment, partnership, agency, or joint venture relationship between the Parties.

6.2 No Authority to Bind. The Consultant has no authority to bind the Corporation or the City to any contract, obligation, representation, or commitment, and shall not hold itself out as having such authority.

6.3 Taxes and Benefits. The Consultant is solely responsible for all taxes, withholdings, insurance, and benefits relating to its personnel.

7. STANDARD OF CARE

7.1 Professional Standard. The Consultant shall perform the Services with the degree of skill and care ordinarily exercised by competent professional consultants performing similar services under similar circumstances in the State of Texas. THE CONSULTANT MAKES NO OTHER WARRANTY, EXPRESS OR

IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 No Guarantee of Outcomes. The Consultant does not guarantee any specific outcome, including without limitation the issuance of any permit, approval, grant, district designation, agreement, or financing in connection with the Project.

8. NO LOBBYING; NO POLITICAL ACTIVITY

8.1 No Lobbying. The Services do not include, and the Consultant shall not perform, any activity constituting “lobbying” as defined under Chapter 305 of the Texas Government Code or under any federal lobbying disclosure statute or regulation. The Consultant shall not be required to register as a lobbyist by reason of the Services performed under this Agreement.

8.2 No Political Activity. No portion of the fees paid under this Agreement shall be used to support or oppose any candidate for public office, any ballot measure, or any political party. The Consultant shall not engage in political fundraising or campaign activity in connection with the Services.

8.3 Permitted Activities. Nothing in this Section shall prohibit the Consultant from (i) communicating factual information to public officials and staff in the ordinary course of providing the Services, (ii) preparing analyses, reports, and recommendations for the Corporation, or (iii) attending public meetings on behalf of the Corporation.

9. CONFLICTS OF INTEREST

9.1 Disclosure. The Consultant represents that, as of the Effective Date, it has no material conflict of interest that would impair its ability to perform the Services in the best interest of the Corporation. The Consultant shall promptly disclose in writing any actual or potential conflict of interest that arises during the Term.

9.2 Chapter 176 Compliance. The Consultant shall comply with the disclosure requirements of Chapter 176 of the Texas Local Government Code, including the timely filing of any required Conflict of Interest Questionnaire (Form CIQ).

9.3 Conflicting Engagements. During the Term, the Consultant shall not accept any engagement that would create a direct conflict with the Consultant’s duties under this Agreement without the prior written consent of the Corporation.

10. CONFIDENTIALITY

10.1 Confidential Information. The Consultant shall hold in confidence all non-public information furnished by the Corporation or the City that is marked or identified as confidential or that a reasonable person would understand to be confidential (“Confidential Information”), and shall use such information only for the purpose of performing the Services.

10.2 Exceptions. The obligations of this Section shall not apply to information that (i) is or becomes publicly available through no breach of this Agreement, (ii) is rightfully received by the Consultant from a third party without a duty of confidentiality, (iii) is independently developed by the Consultant without use of

Confidential Information, or (iv) is required to be disclosed by law, including the Texas Public Information Act.

10.3 Survival. The obligations of this Section shall survive expiration or termination of this Agreement for a period of two (2) years.

11. PUBLIC INFORMATION

11.1 Texas Public Information Act. The Parties acknowledge that records relating to this Agreement may be subject to disclosure under Chapter 552 of the Texas Government Code (the "Texas Public Information Act"). The Consultant shall reasonably cooperate with the Corporation in responding to public information requests.

11.2 Section 552.372. To the extent applicable, the Consultant shall comply with Section 552.372 of the Texas Government Code regarding contracting information.

12. INSURANCE

12.1 Required Coverage. During the Term, the Consultant shall maintain, at its own expense, the following insurance coverages:

- Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit; and
- Workers' Compensation insurance as required by Texas law and Employer's Liability insurance with limits of not less than \$1,000,000 per accident.

12.2 Certificates. Upon request, the Consultant shall furnish the Corporation with certificates of insurance evidencing the required coverages and naming the Corporation and the City of Wolfforth as additional insureds on the Commercial General Liability policy with respect to the Services performed under this Agreement.

12.3 Professional Liability. The Parties acknowledge that the Services are advisory in nature and do not constitute professional engineering, architectural, or design services; accordingly, professional liability (errors and omissions) insurance is not required hereunder.

13. INDEMNIFICATION

13.1 Consultant Indemnity. To the extent permitted by law, the Consultant shall indemnify and hold harmless the Corporation, the City, and their respective officers, directors, employees, and agents from and against any third-party claims, damages, losses, and reasonable attorneys' fees, but solely to the extent caused by the negligent acts or omissions or willful misconduct of the Consultant in the performance of the Services.

13.2 No Defense Obligation. The Consultant shall have no obligation to defend the Corporation or the City. Each Party shall control its own defense, and the indemnifying Party's obligation shall be limited to indemnification for damages finally determined by a court of competent jurisdiction or settled with the indemnifying Party's written consent.

13.3 Comparative Fault. The Consultant's indemnity obligation shall be reduced in proportion to the comparative fault of the Corporation, the City, any third party, or any of their respective officers, directors, employees, agents, or contractors.

13.4 No Indirect Liability. The Consultant shall not be liable for the acts or omissions of the Corporation, the City, or any third-party provider engaged in connection with the Project.

14. LIMITATION OF LIABILITY

14.1 Cap on Liability. THE CONSULTANT'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID TO THE CONSULTANT UNDER THIS AGREEMENT AS OF THE TIME THE LIABILITY ARISES.

14.2 No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, OR LOST OPPORTUNITY, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT.

14.3 Survival. The limitations of this Section shall survive expiration or termination of this Agreement.

15. TERMINATION

15.1 Termination for Convenience. Either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other Party.

15.2 Termination for Cause. Either Party may terminate this Agreement for material breach by the other Party that is not cured within fifteen (15) days after written notice describing the alleged breach in reasonable detail.

15.3 Termination for Non-Appropriation. The Corporation may terminate this Agreement upon thirty (30) days' prior written notice in the event funds are not appropriated or are withdrawn for the continued performance of this Agreement. Such termination shall be without penalty to the Corporation other than payment for Services performed through the effective date of termination.

15.4 Effect of Termination. Upon termination for any reason, the Consultant shall be entitled to compensation for Services properly performed through the effective date of termination, including a pro-rata portion of the monthly fee for any partial month of Service. The Consultant shall promptly deliver to the Corporation, subject to payment of all undisputed amounts due, all completed work product attributable to the Project.

15.5 No Survival of Obligations. Except as expressly provided herein, no obligation of the Consultant to the Corporation or the City shall survive expiration or termination of this Agreement.

16. NOTICES

16.1 Notice Addresses. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when (i) delivered in person, (ii) deposited in the United States mail, certified with return receipt requested, postage prepaid, or (iii) delivered by reputable overnight courier with tracking, addressed as follows:

To the Corporation:

Wolfforth Economic Development Corporation

[Street Address]

Wolfforth, Texas 79382

Attn: Executive Director

To the Consultant:

City Consultants, LLC

P.O. Box 1468

Lubbock, Texas 79408

Attn: L. Scott Mann, Manager

16.2 Change of Address. Either Party may change its notice address by written notice given in accordance with this Section.

17. OWNERSHIP OF WORK PRODUCT

17.1 Deliverables. Upon payment in full of all fees due under this Agreement, all final deliverables produced by the Consultant specifically for the Corporation under this Agreement (the "Deliverables") shall become the property of the Corporation.

17.2 Pre-Existing Materials. The Consultant retains all right, title, and interest in its pre-existing intellectual property, methodologies, templates, know-how, and tools used in connection with the Services. To the extent such materials are incorporated into the Deliverables, the Consultant grants the Corporation a non-exclusive, perpetual, royalty-free license to use such materials solely in connection with the Project.

17.3 Use at Own Risk. Any reuse, modification, or extension of the Deliverables by the Corporation or any third party for any purpose other than the Project shall be at the Corporation's sole risk and without liability to the Consultant.

18. COMPLIANCE WITH LAW

Each Party shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to its performance under this Agreement.

19. ASSIGNMENT

Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that the Consultant may assign this Agreement to an affiliate or successor in connection with a merger, reorganization, or sale of substantially all of its assets without the Corporation's consent. Any prohibited assignment shall be void.

20. FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform under this Agreement (other than the obligation to pay amounts when due) caused by acts of God, natural disaster, war, terrorism, civil disturbance, epidemic or pandemic, governmental action, or other cause beyond the reasonable control of the affected Party, provided that the affected Party gives prompt notice of the cause and uses commercially reasonable efforts to resume performance.

21. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to render it enforceable while preserving the Parties' original intent.

22. WAIVER

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No waiver of any breach shall constitute a waiver of any subsequent breach of the same or any other provision.

23. ENTIRE AGREEMENT; AMENDMENT

This Agreement, together with Exhibit A, Exhibit B, and Exhibit C, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral. This Agreement may be amended only by a written instrument signed by both Parties.

24. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue for any action arising out of or relating to this Agreement shall lie in the state district courts of Lubbock County, Texas, or in the United States District Court for the Northern District of Texas, Lubbock Division, and each Party consents to the jurisdiction of such courts.

25. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, email PDF, or electronic signature platform (e.g., DocuSign, Adobe Sign) shall be deemed original signatures for all purposes.

26. AUTHORITY

Each individual signing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such Party and that this Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable in accordance with its terms.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below.

WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION

Signature: _____

Name/Title: _____

Date: _____

CITY CONSULTANTS, LLC

Signature: _____

Name/Title: _____

Date: _____

EXHIBIT A

Scope of Services — Wolfforth City Center Advisory & Predevelopment Services

The Consultant shall perform the following advisory, coordination, and predevelopment Services for the Project, working under the direction of the Corporation. The Consultant may perform the Services through its own personnel or through approved subconsultants, and shall remain responsible to the Corporation for all Services performed.

A. Transportation & Infrastructure Advisory

1. Railway Realignment & Freight Corridor

- Analyze existing and proposed railway alignment issues affecting the 46-acre Wolfforth City Center site and surrounding areas.
- Identify strategic options and phased approaches for realignment or separation of freight rail from civic and mixed-use development zones.
- Research and pursue applicable federal and state funding programs for railway infrastructure improvements, including FRA, USDOT, and TxDOT mechanisms.

2. TxDOT Coordination & Thoroughfare Planning

- Coordinate with TxDOT on planning priorities, access management strategies, and corridor studies directly affecting the Project site.
- Advise on thoroughfare alignment, right-of-way acquisition, and connectivity improvements necessary to support phased development of the City Center.
- Monitor and engage on TxDOT area planning activities with implications for site access and mobility.

3. Infrastructure Funding Strategy

- Identify and evaluate federal and state infrastructure funding sources applicable to the Project, including RAISE grants, TxDOT cost-participation programs, and community development funding.
- Prepare funding pursuit strategies and assist with grant applications and competitive solicitations as directed.

B. Public-Private Finance & Incentive Strategy

1. Special District Formation

- Advise on formation, structuring, and administration of Public Improvement Districts (PIDs), Tax Increment Reinvestment Zones (TIRZs), and other special or reinvestment district mechanisms applicable to the Project.
- Evaluate district boundaries, tax increment projections, and debt capacity scenarios.

2. State & Federal Resource Identification

- Identify and evaluate state and federal economic development grants, community development programs, and infrastructure finance tools available for the Project.
- Advise on alignment of Project phasing and structure to maximize access to available public resources.

3. Local Incentive Tools

- Analyze and advise on Chapter 380 and Chapter 381 economic development agreements and related local incentive structures.
- Coordinate with the Corporation and the City on incentive program eligibility, structuring, and reporting requirements.

C. Legislative Strategy & Statutory Advisory

1. Texas Chapter 351 & Redevelopment Statutes

- Advise on the application and optimization of Texas Local Government Code Chapter 351 and related redevelopment statutes as they apply to the Project.
- Identify statutory tools available for site acquisition, infrastructure financing, and development facilitation under Texas law.

2. 2027 Texas Legislative Session Preparation

- Monitor and analyze relevant legislative developments affecting municipal economic development, special districts, infrastructure finance, and land use.
- Develop legislative strategy and stakeholder engagement plans in preparation for the 2027 Texas Legislative Session.
- Coordinate with state agency representatives and advocacy organizations as appropriate to advance Project objectives, subject to the no-lobbying provisions of Section 8 of this Agreement.

D. Development Services Oversight

1. Design & Engineering Coordination

- Coordinate with and review work product from architects, urban planners, civil engineers, and other design professionals engaged on the Project.
- Advise on integration of design and engineering work with overall Project development strategy and financing plan.

2. FEMA Reclamation & Utility Advisory

- Advise on FEMA map reclamation, floodplain management, and site remediation issues affecting development feasibility on the Project site.
- Advise on utility infrastructure planning, including coordination with providers on capacity, alignment, and phasing consistent with development program.

E. Fiscal Impact Analysis & Development Phasing

1. Fiscal Impact Analysis

- Advise on and participate in the development of formal fiscal impact analyses evaluating Project-related tax revenue, public cost, and net fiscal outcomes for the Corporation and the City.
- Assist in preparation of financial pro formas and investment summaries suitable for presentation to the Corporation's Board of Directors, City Council, and private development partners.

2. Phased Development Strategy

- Advise on phased development strategies that sequence infrastructure investment, land disposition, and private development to optimize public and private outcomes.
- Provide recommendations on project structuring, lot disposition, and development agreements to align private investment with the Corporation's and the City's priorities.

F. General Advisory & Meeting Participation

- Attend and prepare for Project meetings, City Council sessions, EDC board meetings, and stakeholder presentations as directed by the Corporation.
- Prepare written reports, memos, briefing materials, and presentations as needed to support the Corporation.
- Respond to ad hoc inquiries and requests from the Corporation in connection with the Project.

G. Third-Party Services Coordination

As directed by the Corporation, the Consultant will coordinate and oversee the work of third-party firms providing the following services. The Corporation shall contract directly with and pay all such third-party firms; the Consultant shall not procure or pay for these services. Third-party services include without limitation:

- Architectural, MEP engineering, civil engineering, and landscape design services
- Legal services and certified public accounting / tax advisory services
- Land surveying and appraisal services
- Market and feasibility studies

EXHIBIT B

Compensation

Fees and Payment Terms

The Corporation shall pay the Consultant a fixed quarterly advisory fee of Forty-Five Thousand and 00/100 Dollars (\$45,000.00) per quarter, payable in four (4) installments in accordance with the Payment Schedule set forth below, for a total not-to-exceed Agreement value of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) over the Term.

The quarterly advisory fee covers all Services described in Exhibit A performed by the Consultant and its approved subconsultants, including without limitation the work of Giese Ltd as approved subconsultant under Section 5.2 of this Agreement.

The quarterly advisory fee does not include third-party services, printing, deliveries, travel, or other out-of-pocket expenses, which shall be handled in accordance with Section 4 (Third-Party Services) and Section 3.6 (Reimbursable Expenses) of this Agreement.

Payment Schedule

Installment	Due Date	Amount
1st Quarterly Payment	July 1, 2026	\$45,000.00
2nd Quarterly Payment	October 1, 2026	\$45,000.00
3rd Quarterly Payment	January 1, 2027	\$45,000.00
4th Quarterly Payment	April 1, 2027	\$45,000.00
Total Agreement Value		\$180,000.00

Each installment shall be invoiced no earlier than fifteen (15) days prior to its scheduled due date and shall be due and payable on the date specified in the schedule above, irrespective of receipt date.

Payment Summary

- Quarterly Advisory Fee: \$45,000.00 per quarter (4 installments)
- Total Agreement Value (Not-to-Exceed): \$180,000.00
- Invoicing: Quarterly per Payment Schedule above
- Payment Terms: Each installment due and payable on the scheduled date set forth above
- Remit-to: City Consultants, LLC, P.O. Box 1468, Lubbock, Texas 79408

Conditions

Limitation of Liability. As provided in Section 14 of this Agreement, the Consultant's total aggregate liability under this Agreement shall not exceed the total fees actually paid to the Consultant under this Agreement as of the time the liability arises.

EXHIBIT C*Resolution of the City Council of the City of Wolfforth, Texas***CITY OF WOLFFORTH, TEXAS****RESOLUTION NO. 2026-023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, APPROVING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION AND CITY CONSULTANTS, LLC FOR ADVISORY AND PREDEVELOPMENT SERVICES RELATING TO THE WOLFFORTH CITY CENTER PROJECT; MAKING FINDINGS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wolfforth Economic Development Corporation (the "Corporation") is a Type B economic development corporation organized and existing under Chapter 505 of the Texas Local Government Code (the "Act"), authorized by the City of Wolfforth, Texas (the "City") to undertake projects authorized under the Act; and

WHEREAS, the Corporation desires to engage City Consultants, LLC (the "Consultant") to perform professional advisory, coordination, and predevelopment services in connection with the approximately 46-acre "Wolfforth City Center" project located adjacent to the Wolfforth City Hall site (the "Project"); and

WHEREAS, the proposed engagement constitutes an expenditure of Corporation funds in furtherance of an authorized project under the Act, and the Corporation has presented to this City Council the proposed Professional Services Agreement between the Corporation and the Consultant (the "Agreement") in the not-to-exceed amount of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00); and

WHEREAS, all procedural requirements applicable to the approval of the Agreement, including any notice and public hearing requirements under Section 505.159 of the Texas Local Government Code, have been or will be satisfied prior to execution of the Agreement; and

WHEREAS, the City Council finds that approval of the Agreement is in the best interest of the City and its residents and will promote economic development within the City of Wolfforth;

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

Section 1. Findings. The recitals set forth above are hereby found to be true and correct and are incorporated herein by reference as findings of the City Council.

Section 2. Approval of Agreement. The City Council hereby approves and authorizes the Wolfforth Economic Development Corporation to enter into the Professional Services Agreement with City Consultants, LLC substantially in the form presented to and on file with the City Secretary, in the not-to-exceed amount of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00).

Section 3. Authorization. The President of the Corporation, or such other officer of the Corporation as the Corporation's Board of Directors may designate, is hereby authorized to execute and deliver the Agreement on behalf of the Corporation, with such non-material changes as such officer may approve, the execution and delivery thereof being conclusive evidence of such approval.

Section 4. Further Action. The officers and agents of the City and the Corporation are hereby authorized and directed to take such further actions and execute such further documents as may be necessary or appropriate to carry out the purposes of this Resolution.

Section 5. Severability. If any provision of this Resolution is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Section 6. Effective Date. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2026.

CITY OF WOLFFORTH, TEXAS

By: _____

Mayor

ATTEST:

By: _____

City Secretary

APPROVED AS TO CONTENT:

By: _____

City Manager



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	June 15th 2026
ITEM TITLE:	Consider and take appropriate action on Payment Request #14 from UCA for the Lubbock North Interconnect Construction
STAFF INITIATOR:	Randy Hall

BACKGROUND:

Council, staff has received Pay Request #14 from UCA for the Lubbock North Interconnect project. A copy is attached as an exhibit to this item. Work completed with this pay request include; installation of aluminum gates, additional vault work (actuate valve), fill sample, and commission tank. UCA is very close to completion of this project.

- a. Original Quote Amount: \$2,977,240.00
- b. Work Performed this Pay Request: \$18,938.50
- c. Materials Stored: \$0.00
- d. Total Work Performed + Materials Stored: \$3,152,514.58
- e. Retainage: \$315,251.46
- f. Paid Previous Applications: \$2,820,218.47

Amount Due: (d-e-f) \$17,044.65

EXHIBITS:

UCA Pay Request #14 for The Lubbock North Interconnect

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommend payment as requested.

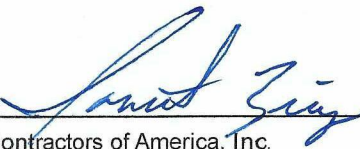


Contractor's Application and Certificate for Payment

To: City of Wolfforth PO Box 36, 302 Main St. Wolfforth, TX 79382				From: Utility Contractors of America, Inc. 5805 CR 7700 Lubbock, TX 79424		Application Number: 14 Application Period: 05/01/26 - 05/31/26 Application Date: 5/31/2026	
25-253 - Lubbock North Interconnect						Total This Period	Total to Date
Change Order Summary				ORIGINAL CONTRACT SUM			\$2,977,240.00
Change Orders Approved by Owner				NET CHANGE BY CHANGE ORDERS			\$175,274.58
Number	Date Approved	Additions	Deductions	CONTRACT SUM TO DATE (Line 1 + 2)			\$3,152,514.58
1	7/25/2025	\$175,274.58					
				WORK COMPLETED		\$18,938.50	\$3,152,514.58
				MATERIALS STORED		\$0.00	\$0.00
				TOTAL COMPLETED & STORED		\$18,938.50	\$3,152,514.58
				RETAINAGE:			
				10% of Completed Work and Stored Material		\$1,893.85	\$315,251.46
TOTALS		\$175,274.58	\$0.00	AMOUNT ELIGIBLE TO DATE			\$2,837,263.12
NET CHANGE BY CHANGE ORDERS		\$175,274.58		LESS PREVIOUS APPLICATIONS			\$2,820,218.47
				AMOUNT DUE THIS APPLICATION		\$17,044.65	\$17,044.65
				BALANCE TO FINISH, PLUS RETAINAGE			\$315,251.46

Contractor's Certification

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

By: 
Utility Contractors of America, Inc.

Date: 6/1/26

Approved For Payment:

By: _____
City of Wolfforth

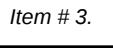
Your check may be converted to ACH

Approved by OJD Engineering, 6-2-2026 



Progress Estimate

Job Name: 25-253 - Lubbock North Interconnect						Application Number: 14							
Application Period: 05/01/26 - 05/31/26						Application Date: 5/31/2026							
A		B				C		D		E			F
Item						Work Completed							
						This Period		Previous Period		To Date			
Item	Description	Units	Quantity	Unit Price	Scheduled Value	Quantity	Amount	Quantity	Amount	Quantity	Amount	% (G/B)	Balance to Finish (B-G)
01	Booster Pump Station	LS	1	\$1,040,685.00	\$1,040,685.00		\$ -	1.000	\$ 1,040,685.00	1.000	\$ 1,040,685.00	100.00%	
02	Ground Storage Tank - 500,000 Gal	LS	1	\$1,383,755.00	\$1,383,755.00		\$ -	1.000	\$ 1,383,755.00	1.000	\$ 1,383,755.00	100.00%	
03	Site Work - Fence, Drive, Grading, Gravel B	LS	1	\$363,415.00	\$363,415.00		\$ -	1.00	\$ 363,415.00	1.00	\$ 363,415.00	100.00%	
04	Fow Meter, Valve and Vault	LS	1	\$189,385.00	\$189,385.00	0.100	\$ 18,938.50	0.90	\$ 170,446.50	1.00	\$ 189,385.00	100.00%	
co1-01	City of Lubbock Water Line Connection	LS	1	\$85,364.58	\$85,364.58		\$ -	1.00	\$ 85,364.58	1.00	\$ 85,364.58	100.00%	
co1-02	Ground Water Storage Tank Logo	EA	1	\$11,660.00	\$11,660.00		\$ -	1.00	\$ 11,660.00	1.00	\$ 11,660.00	100.00%	
co1-03	75 hp Pump/VFD	EA	1	\$63,910.00	\$63,910.00		\$ -	1.00	\$ 63,910.00	1.00	\$ 63,910.00	100.00%	
co1-04	Installation of Primary Electrical Line	LS	1	\$3,750.00	\$3,750.00		\$ -	1.00	\$ 3,750.00	1.00	\$ 3,750.00	100.00%	
co1-05	12" Water Line for Future Tanks	LS	1	\$10,590.00	\$10,590.00		\$ -	1.00	\$ 10,590.00	1.00	\$ 10,590.00	100.00%	
	Totals				\$3,152,514.58		\$ 18,938.50		\$ 3,133,576.08		\$ 3,152,514.58	100.00%	\$ -

[illegible]



AGENDA ITEM COMMENTARY

Item # 4.

MEETING NAME:	City Council
MEETING DATE:	June 15, 2026
ITEM TITLE:	Consider and take appropriate action on City Manager's Report.
STAFF INITIATOR:	Randy Criswell, City Manager

BACKGROUND:

Attached is my report with updates on various projects and items that may interest you or generate questions from residents. I am willing to discuss any of these in greater detail, or if the written report is sufficient, we don't even have to have any open discussion.

Also, if there are things you'd like to see in future such reports, please let me know and I'll add them.

EXHIBITS:

COUNCIL ACTION/STAFF RECOMMENDATION:

Report for information or discussion only. No action required.



City Manager's Report

June 15, 2026

This report provides a general update on various projects we have underway, plus upcoming projects and items the Council could find as useful.

Paving Projects

Alcove Avenue

The Alcove Avenue paving project remains on schedule. Work on the railroad crossing is scheduled to be completed within the next two weeks.

Donald Preston Drive

The Donald Preston Drive project also remains on schedule. After the existing pavement was removed, engineers observed that a significant portion of the subgrade appeared to be in solid condition. Additional testing and proof-rolling were recommended, and it was determined that only portions of the subgrade would require reconstruction.

This determination is expected to result in both time savings and cost savings estimated in the range of \$80,000.

Traffic Signal Coordination

Traffic signal coordination has been corrected to the best of my knowledge. If any issues are observed, please pass them along. As previously explained by email, the City contracts out the operation and maintenance of the signal at Cambridge, which is generally operated as part of Lubbock's traffic control system. This arrangement has been successful and historically beneficial.

Sealcoating 2026

The 2026 sealcoating work is ahead of the typical schedule. Council awarded the bid to a new contractor this year, and the contractor will perform the work in a different sequence than has been used in previous years. The work is currently scheduled for June 23–24.

Water Supply

During the week of June 1, the City opened the valve on the second Lubbock water connection. The City will take its full allotment of 750,000 gallons per day from both

connections and plans to continue doing so. This will allow the City to rest its wells and reduce dependence on the EDR treatment plant.

Railroad Crossing Elimination Grant

In May, staff from the MPO contacted me regarding the possibility of applying for a Railroad Crossing Elimination Grant. MPO staff indicated they would complete the application, but the work would need to be done quickly because the deadline was June 8. As the application process began, the City of Lubbock also became involved due to interest in eliminating a railroad crossing within Lubbock.

Ultimately, staff learned that the grant amount was \$7 million and would require an estimated local match of approximately \$1.4 million between the Cities of Lubbock and Wolfforth. Due to the short timeline, the lack of formal Council action in support from either city, and questions about the expected scope and outcomes of a \$7 million project, the decision was made not to pursue the grant at this time. I believe there will be future opportunities to revisit this effort with adequate time and better information.

Fiber Optic Contractors and Damages

Fiber optic installation contractors are currently active throughout town, as is occurring in many other communities. Based on information provided, federal broadband funding may be nearing expiration, and providers are moving quickly to install as much fiber optic infrastructure as possible, particularly given the current demand associated with data centers. Contractors are required to obtain permits from the City and are obligated to repair all damages to pre-construction conditions.

On April 29, FiberTex, working for Vexus, now T-Fiber, struck and shattered a section of 10-inch water main at Harvest Avenue and 34th Street. The damages appeared to be extensive. At my direction, OJD performed a detailed study and analysis of the damages and prepared an estimated cost. The estimated cost is not less than \$230,000. Working with Mike, I sent a letter to Vexus providing official notice of the damages. As of the date of this report, I have not received any objections from Vexus.

This incident is not the only damage the City has experienced. There have been numerous strikes involving service lines, gas lines, sewer lines, and private lines. As a result, Randy H and I recently met with representatives of T-Fiber and FiberTex to discuss the City's concerns. Both companies were cooperative, and T-Fiber representatives asked that we contact them with any concerns.

Due to the number of strikes and the associated cost to the City, I instructed staff to develop a methodology for managing and tracking these damage costs. That methodology has been completed, and the costs will be billed to FiberTex in full.

As reflected in previous correspondence with concerned citizens, the City has limited authority regarding telecommunications providers. The City may regulate their activities,

but the providers operate under a State franchise, and the City cannot prohibit the installation of fiber. The City's available remedy is to repair the damages and bill the responsible party for the cost.



AGENDA ITEM COMMENTARY

Item # 5.

MEETING NAME:	City Council
MEETING DATE:	June 15, 2026
ITEM TITLE:	PUBLIC HEARING: Conduct a public hearing to receive public comments regarding the Wolfforth Forward Comprehensive Plan. <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>
STAFF INITIATOR:	Tara Tomlinson, Director of Development Services

BACKGROUND:

Conduct a public hearing to receive public comments regarding the proposed Wolfforth Forward Comprehensive Plan. This hearing provides citizens with the opportunity to express any comments, questions, or concerns related to the plan. In addition, citizens were invited to submit comments through an open public forum available from May 1 through May 31. All comments received were reviewed by staff and addressed as appropriate.

EXHIBITS:

COUNCIL ACTION/STAFF RECOMMENDATION:

Hold a public hearing.



AGENDA ITEM COMMENTARY

Item # 6.

MEETING NAME:	City Council
MEETING DATE:	June 15, 2026
ITEM TITLE:	Consider and take appropriate action on Ordinance 2026-010 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS ADOPTING A COMPREHENSIVE PLAN; SUPERSEDING ALL PREVIOUS COMPREHENSIVE PLANS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.
STAFF INITIATOR:	Tara Tomlinson, Director of Development Services

BACKGROUND:

In December 2024, the City of Wolfforth issued a Request for Qualifications (RFQ) for the development of a new Comprehensive Plan. While the previous plan, adopted in 2009, served as a valuable guide for the community, the significant growth and development experienced since that time created the need for an updated vision and strategic framework for the city's future.

In April 2025, Kimley-Horn was selected to assist the City and its residents in developing the next Comprehensive Plan. Throughout the planning process, a citizen advisory committee was established and met seven times over the course of the year to help guide the direction and priorities of the plan. In addition, the City Council, Planning and Zoning Commission, and Economic Development Committee each met twice to review progress and provide feedback during key stages of development.

Public engagement was a critical component of the process. Residents and stakeholders were invited to participate in several opportunities to share input and provide feedback on the future of Wolfforth. Early engagement efforts focused on identifying community goals and priorities to help shape the plan's direction. The public was also encouraged to utilize an interactive mapping tool to provide location-specific comments on important topics throughout the city. Finally, residents and interested stakeholders were given the opportunity to review the draft Wolfforth Forward Comprehensive Plan and submit additional comments and recommendations.

Kimley-Horn is here today to present the key components of the draft Wolfforth Forward Comprehensive Plan and to address any public comments received during the process. On June 9, 2026, the Planning and Zoning Commission made a recommendation to approve the Wolfforth Forward Comprehensive Plan.

EXHIBITS:

1. Kimley-Horn's Presentation
2. Public Comments
3. Ordinance

COUNCIL ACTION/STAFF RECOMMENDATION:

City staff recommends approval of Ordinance.

Public Comment Period

The public comment period remained open for one month and received 17 comments from community members on a variety of topics. The comments received, along with responses from the planning team, are provided below.

Comments

1. Greetings, Studied the Wolfforth Forward Comprehensive Plan, the draft is easy to read and understand. Overall, this project is excellent and appreciate the people involved. The Watco Railway relocation would unlock several issues as addressed in the draft. The impact of Watco Railway has restricted traffic, safety & growth, The relocation would most likely be largest positive impact on our community. Quality of life is my number one priority. The draft plan includes several projects but would like to see more green space & community facilities. A community center centered around family life has the opportunity to provide a meeting place, arts & crafts shows, lectures, lunch & learn seminars for businesses, etc. I do not have any criticism, just encouragement. Job well done.
 - i. Additional green space and community facilities could be explored through a future Parks Master Plan, which would provide a more focused planning process and opportunities for public engagement to help identify community needs, priorities, and desired amenities. Because the Comprehensive Plan addresses a wide range of topics citywide, a Parks Master Plan would allow for more detailed evaluation of park-related improvements and community facility needs.

2. Sports facilities bring people and families to Wolfforth. Our facilities are very outdated. There is no place for girls to play softball or soccer for boys and girls. We need our own facilities and not depend on Lubbock to provide our children and grandchildren recreational needs. "If you build it, they will come".

- i. This comment could be addressed through a future Parks Master Plan, which would allow for a more detailed evaluation of recreational facilities, amenities, and opportunities for upgrades or new additions.

3. We need a Gym! Including a pool.

- i. This comment could be explored through a future Parks Master Plan and public engagement process to help determine community support and the feasibility of adding a gym and pool in the future.

4. The planning is nice but whoever designed the planning is generic. Poorly designed.

- a. The thinking needs to be QUALITY not QUANTITY
 - b. When you build poorly built houses example (Betenbough) or (DR Horton) south end of 82, what comes with poorly cheap homes is bad ppl, plus reduces the value of homes in Preston for example.
 - c. Ppl end up renting and trashing devalue the nice homes we live in
 - d. The new grocery store on 82nd was a bad idea up against one of the best neighborhoods in Wolfforth and the traffic will be terrible. Especially during school
 - e. The stop signs north of town should be lights. But one stop sign is basically waiting for an accident to happen.

- f. Charging for collecting water should be removed. What water you collecting? None!!
 - g. The town needs to stay small and stay with quality not quantity. More you built the worst it gets .
 - h. The reason ppl bought nice house here is because it is outside Lubbock not watch Wolfforth bringing cheap constructed housing and to plan more development.
 - i. This comment raises several important concerns related to development quality and traffic operations. The plan includes development standards intended to support quality growth, such as minimum lot width requirements and provisions for public amenities when smaller lots are proposed. However, building materials are also subject to state law, which limits the City's ability to prohibit materials that are approved under national model building codes. Concerns related to traffic, congestion, and stop sign intersections may be addressed through future traffic studies and coordination on potential signal improvements where warranted. A section on roadway safety countermeasures will be added to the report.
5. Personally as a home owner in Wolfforth I do not think our little town needs to become a little Lubbock. Bringing in duplexes, apartments, and cheaper built housing (yes even single family homes being built in Wolfforth now) only damages the value of the homes already here and with cheaper housing comes trouble for our little town. I also think this United supermarket being built in one of the best neighborhoods in Wolfforth was not a great idea especially for home owners here. We already have lots of traffic because of housing and the school traffic now those of that have to take Cambridge to get to our homes will deal with even more traffic. All of this is just extremely

frustrating. I would not have bought a home in Wolfforth had I known the store was going there. If I wanted a store in my back yard I would have bought inside of Lubbock or on the south end of Lubbock near the HEB since that's where I shop anyways. I didn't move to Wolfforth for convenience to a store. I moved here to not be inside of the "big little" town and traffic of Lubbock. I honestly feel like it's a money grab to build up this quaint little town. We are Wolfforth not Lubbock.

- i. The plan includes development standards intended to support quality growth, such as minimum lot width requirements and provisions for public amenities when smaller lots are proposed. However, building materials are also subject to state law, which limits the City's ability to prohibit materials that are approved under national model building codes.

- 6. The comprehensive plan is an impressive document. I did not see plans for a public pool. A public pool is desperately needed in the area. Lubbock has closed all of there pools. It would be a big draw for people in the area with possible revenue from admissions and classes such as much needed swim lessons for children, water aerobics, and water zumba that were offered at the Lubbock Public pools previously.

- i. As noted in previous comments, the idea of a community pool could be explored through a future Parks Master Plan and public engagement process to help determine community support, potential programming opportunities, and the feasibility of developing a pool.

7. Nice eating restaurants, shopping, hardware store. Please slow down FM 179 there are a lot of residents in the Harvest area.

- i. Additional retail development can help keep more local spending within Wolfforth and support the city's sales tax base. This is one reason the Future Land Use Plan includes several areas for commercial development. The comment regarding FM 179 traffic is also important, and the plan includes action items related to traffic calming and speeding to help address safety concerns in residential areas. A section on roadway safety countermeasures will be added to the report.

8. Live In Preston manor. A lot of us have and use golf carts. Is there any plans to bring a golf course close to that area we would be able to take out carts too?

- i. No plans right now for a golf course.

9. Personally feel that the greatest consideration of this community's future must be any item relating to its water, or lack thereof. Protecting this resource is vital to the sustainability of the community. Data centers should in no way shape or form be part of any plan for a future for Wolfforth. Any plan that does include these will in fact be its unfortunate demise – they will drain our resources, strain our infrastructure, increase our costs, and benefit no one other than the transplant/temporary construction workers and those who are gaining personally to allow them to encroach upon our town. Am certain there are many other items within the plan that are of course relevant, absolutely so as I review the provided document, but none more pressing than stopping any and all plans as they relate to data centers.

- i. Data Centers will be removed from primary use. The City Council asked for a moratorium on Data Centers for 6 months.

10. A new playground and maybe a splash pad by the lake would be awesome!

- i. Additional parks and amenities would need to be explored in more detail through future planning, as the Comprehensive Plan provides only a broad overview. However, the plan's walkshed analysis does indicate that the city is not fully meeting current park access needs in some areas.

11. The plan is lacking in the area of health in regards to parks and trails.

Patterson Park does not meet the needs of all citizens. It is completely inaccessible for disabled children and disabled parents. There is no accessible play equipment and there is not a way to get to the actual playground if you use a mobility device. There are no accessible paths or trails at the park.

Frenship ISD facilities are mentioned as way to maintain health yet they do not have an accessible playground in the city of Wolfforth. This is an area in which our community is greatly lacking and not meeting the citizens needs.

- i. There is a plans for future Parks Master Plan for Patterson Park that could provide a more detailed review of it and provide the ability for improvement of amenities and accessibility. A City-Wide Park Master Plan would provide the opportunity of reviewing each park's conditions, including accessibility, safety, and equipment needs, while helping identify priorities for upgrades such as accessible routes, trails, and play features. An ADA Transition Plan could also support this effort by identifying barriers and outlining improvements needed to make park facilities and trails more accessible over time.

12. Large fishing park

- a. Revive the Wolfforth pool!
- b. Community center worth of having event such as boxing!
- c. A night district would be huge 3 different style clubs and bars
 - i. Patterson Park and Preston Manor Park function as the City's fishing parks and were last stocked with fish in March 2025. Comments regarding reviving the pool or developing a community center with events and programming could be explored through a future Parks Master Plan, which would provide a more detailed planning process to evaluate current conditions, identify community priorities, and assess public support and feasibility for additional facilities and amenities.

13. I see a lot of generalization and broad approaches, with very little definitive plans. You state the water agreement with Lubbock expires this month, but you don't mention a bridge solution while new wells are up and running.

- a. Why is there no discussion to expand the city limits to the west, enveloping the planned route of Loop 88? This is where retail trade, rental properties, additional tax base can be achieved.
- b. There is also no critique of the previous 2030 plan. How accurate was it? Where did it fail?
- c. All in all, a very conservative, safe approach with no definitive plans or ideas.

- i. Regarding water supply, the City's agreement with Lubbock allows Wolfforth to purchase an increased supply of up to 0.75 million gallons per day beginning June 1, which reduces the need for a separate interim bridge solution. Now with westward expansion toward Loop 88, the City cannot unilaterally annex property. Landowners would need to voluntarily petition for annexation, and under Texas law, the City's jurisdiction generally cannot extend beyond its Extraterritorial Jurisdiction (ETJ) unless property is voluntarily brought into the City through annexation. While the draft plan does not include a detailed critique of the 2030 Comprehensive Plan, that document was reviewed as part of the base studies that informed this update.
- ii. Below comment 17, you will find the text that has been added to the comprehensive plan regarding road ownership and maintenance to help address comments 13 through 17.

14. I would love to see lights at the intersection at Allsup's and Casey administration building. With the increase in traffic it is very hard to get into Casey Administration building or down towards the housing south of the Marsha Sharp Freeway.

- i. Below comment 17, you will find the text that has been added to the comprehensive plan regarding road ownership and maintenance to help address comments 13 through 17.

15. Dowden and HWY 62 intersection needs better traffic control or just expand the lanes.

- a. There needs to be a light or something at the exit leaving E 20th. It is a dangerous road. The speed limit slows down to traffic heading North and speeds up going south.

b. Alcove to 1585 should be paved

- i. Below comment 17, you will find the text that has been added to the comprehensive plan regarding road ownership and maintenance to help address comments 13 through 17.

16. I strongly support the installation of traffic lights at the intersection of FM 179/Dowden Road and Highway 62 in Wolfforth. This intersection has become increasingly dangerous due to the heavy amount of traffic and the rapid growth of the area. There have been numerous accidents at this location, and it is becoming more difficult and unsafe for residents to navigate, especially during peak traffic hours between 7:00–9:00 a.m. and 3:30–6:30 p.m.

- a. In addition, the popularity of Evie Mae's BBQ brings a significant increase in traffic during lunch hours and on weekends, which further contributes to congestion and unsafe driving conditions. With all of the new housing developments being built nearby, the current two-lane roadway can no longer efficiently handle the volume of traffic entering and exiting the intersection.
- b. The installation of traffic lights would not only improve traffic flow, but more importantly, increase safety for the residents of Wolfforth and surrounding communities. Emergency vehicles also face challenges navigating this area safely, and drivers are often put at risk while attempting to move out of the way in already congested traffic conditions.

c. Adding traffic signals at this intersection would be a smart and necessary improvement for the continued growth and safety of the City of Wolfforth.

i. Below comment 17, you will find the text that has been added to the comprehensive plan regarding road ownership and maintenance to address comments 13 through 17.

17. I would love to see traffic lights installed at the all way stop under the Brownfield highway to help with school and work traffic. It never fails that the backup at this intersection is beyond a mile long and it's been the point of a lot of near miss accidents. Every other overpass intersection has a light and it makes sense with the amount of traffic, old and new, to help mitigate the time spent at this intersection as well as an added layer of safety for people traveling southbound on FM179.

i. Below you will find the text that has been added to the comprehensive plan regarding road ownership and maintenance to help address comments 13 through 17.

Regarding traffic concerns, many of the roadways identified by residents are currently outside the jurisdiction and authority of the City of Wolfforth. While these concerns are valid and recognized, the City cannot independently make decisions regarding improvements to roads that are owned and maintained by other entities. For the City of Wolfforth to have direct authority over these roadways, jurisdiction would first need to be transferred to the City. Such a transfer would also shift the responsibility for maintenance, improvements, and associated costs from City of Lubbock or Lubbock County to the taxpayers of Wolfforth, which wouldn't be a fair trade to the Wolfforth taxpayers.

To address transportation challenges collaboratively, the City is exploring opportunities to work with other governmental entities through mechanisms such as

interlocal agreements. Discussions are currently in the early stages with partners including the City of Lubbock and Lubbock County. Roadways that have generated the most concern include 66th Street, 98th Street, 90th Street, and Alcove south of Highway 62/82.

In addition, several transportation improvements requested by residents fall under the jurisdiction of the Texas Department of Transportation rather than the City of Wolfforth. The City will continue to work closely with TxDOT to evaluate traffic conditions and advocate for improvements where needed.

Efforts to improve traffic flow and transportation infrastructure are already underway. Recent and ongoing projects include:

- The widening of Alcove from 66th Street to Highway 62/82 into a three-lane thoroughfare, 100% funded by the City of Wolfforth.
- The reconstruction and concrete reinforcement of Donald Preston Drive from Cambridge Street to Highway 62/82, 100% funded by the City of Wolfforth.
- TxDOT's planned improvements to Highway 179 south of Highway 62/82, which include widening the roadway to a three-lane thoroughfare and installing signalized intersections at the junction of Highway 179 and Highway 62/82, should begin in late Summer/early Fall of 2026.

The City of Wolfforth remains committed to working with regional partners, evaluating transportation needs, and pursuing infrastructure improvements that enhance safety, mobility, and quality of life for residents.

ORDINANCE 2026-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, PROVIDING FOR, THE ADOPTION OF A COMPREHENSIVE PLAN FOR THE CITY OF WOLFFORTH, PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Wolfforth retained a professional planning consultant to assist in the preparation of a new Comprehensive Plan for the City; and

WHEREAS, the Planning and Zoning Commission recommended the Comprehensive Plan to the City Council; and

WHEREAS, the City Council conducted a 30-day public comment period from May 1, 2026 through May 30, 2026 and held a public hearing on June 15, 2026, where all persons were given the opportunity to present verbal and written testimony regarding the Comprehensive Plan.

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

SECTION 1

That, the Comprehensive Plan, which is attached hereto as Exhibit A and incorporated herein for all purposes is hereby adopted by the City Council as a guide and public policy.

SECTION 2

I

That this Plan is intended to constitute the Comprehensive or Master Plan of the City of Wolfforth, Texas, for all matters relating to long-range guidance relative to zoning decisions, land subdivision, thoroughfare construction, and growth management.

SECTION 3

If any section, sub-section, clause, phrase or portion of this ordinance or of the Comprehensive Plan adopted shall be held unconstitutional or invalid by a court of competent jurisdiction, such section, sub-section, sentence, clause, phrase or portion shall be deemed to be a separate, distinct and independent provision and such invalidity shall not affect the validity of the remaining portions.

SECTION 4:

That this Ordinance shall become effective on and after its passage and approval.

PASSED AND APPROVED THIS THE 15TH DAY OF JUNE 2026

Charles Addington, II, Mayor

ATTEST:

Terri Robinette, City Secretary

DRAFT



AGENDA ITEM COMMENTARY

Item # 7.

MEETING NAME:	City Council
MEETING DATE:	June 15, 2026
ITEM TITLE:	Consider and take appropriate action on Ordinance 2026-011 AN ORDINANCE AMENDING ARTICLE 3.09 “FLOOD DAMAGE PREVENTION” OF THE CODE OF ORDINANCES OF THE CITY OF WOLFFORTH, TEXAS, AS AMENDED BY ADOPTING UPDATED REGULATIONS TO COMPLY WITH GUIDELINES ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
STAFF INITIATOR:	Tara Tomlinson, Director of Development Services

BACKGROUND:

As part of the Wolfforth Forward Comprehensive Plan through the Texas General Land Office, updating our current floodplain ordinance was another requirement. Specifically, create flood damage prevention ordinances that require a freeboard of 2 feet above the local base flood elevation. Attached is a draft ordinance revision that has our freeboard of 1 foot increased to 2 feet above base flood elevation.

On June 9, 2026, the Planning and Zoning Commission made a recommendation to approve the amendment of the Wolfforth Code of Ordinance’s Article 3.09 Floodplain Damage Prevention.

EXHIBITS:

1. Ordinance

COUNCIL ACTION/STAFF RECOMMENDATION:

City staff recommends approval of the Ordinance.

ORDINANCE NO 2026-011

AN ORDINANCE AMENDING ARTICLE 3.09 “FLOOD DAMAGE PREVENTION” OF THE CODE OF ORDINANCES OF THE CITY OF WOLFFORTH, TEXAS, AS AMENDED BY ADOPTING UPDATED REGULATIONS TO COMPLY WITH GUIDELINES ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Wolfforth is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions the City has adopted flood damage prevention ordinances; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has issued a revised model ordinance related to flood damage prevention; and

WHEREAS, the City of Wolfforth desires to amend its ordinance to reflect the revised model ordinance provided by FEMA; and

WHEREAS, the Texas State Legislature had delegated the responsibility of local governmental units to adopt regulations that minimize flood losses by enacting the Flood Control Insurance Act set forth in Section 16.315 of the Texas Water Code; and

WHEREAS, after careful consideration, the City Council has determined that it is in the best interests of the citizens of the City of Wolfforth to adopt this ordinance.

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

SECTION 1. § 3.09.018 through § 3.09.021 of Article 3.09 “Flood Damage Prevention” of Chapter 3 “Building Regulations” of the Wolfforth City Code are amended to read as follows and § 3.09.21 Penalties for noncompliance is renumbered as § 3.09.22:

§ 3.09.018 Specific standards for flood hazard reduction.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in section 3.09.007, section 3.09.014(8), or section 3.09.019(c), the following provisions are required:

(1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to two (2) feet above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in section 3.09.015(a), is satisfied.

(2) Nonresidential construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to two (2) *feet* above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.

(3) Enclosures. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(A) A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

(B) The bottom of all openings shall be no higher than 1 foot above grade.

(C) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured homes.

(A) Require that all manufactured homes to be placed within zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

(B) Require that manufactured homes that are placed or substantially improved within zones A1-30, AH, and AE on the community's FIRM on sites:

- (i) Outside of a manufactured home park or subdivision;
- (ii) In a new manufactured home park or subdivision;
- (iii) In an expansion to an existing manufactured home park or subdivision; or
- (iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to two (2) feet above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(C) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (4) of this section be elevated so that either:

- (i) The lowest floor of the manufactured home is at two (2) feet above the base flood elevation; or
- (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) Recreational vehicles. Require that recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM either:

- (A) Be on the site for fewer than 180 consecutive days;
- (B) Be fully licensed and ready for highway use; or
- (C) Meet the permit requirements of section 3.09.015(a), and the elevation and anchoring requirements for "manufactured homes" in subsection (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

3.09.019 Standards for subdivision proposals.

(a) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with sections 3.09.002, 3.09.003, and 3.09.004 of this article.

(b) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet floodplain development permit requirements of section 3.09.008; section 3.09.015; and the provisions of sections 3.09.017 through 3.09.021 of this article.

(c) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to section 3.09.007 or section 3.09.014(8) of this article.

(d) Base flood elevation data shall be generated by a detailed engineering study for all Zone A areas, within 100 feet of the contour lines of Zone A areas, and other streams not mapped by FEMA, as indicated on the community's FIRM.

(e) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(f) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

3.09.020 Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard established in section 3.09.007, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated two (2) feet above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified); or

(2) All new construction and substantial improvements of nonresidential structures:

(A) Have the lowest floor (including basement) elevated two (2) feet above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified); or

(B) Together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO zone, or below the base flood elevation in an AH zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in section 3.09.015, are satisfied.

(4) Require within zones AH or AO adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

3.09.021 Floodways

Floodways located within areas of special flood hazard established in 3.09.007, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If 3.09.021(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this article.

(3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

3.09.022 Penalties for noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION 2. This Ordinance shall be cumulative of all provisions of the Code of Ordinances of the City of Wolfforth, and other applicable City ordinances, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the applicability of the conflicting provisions of such ordinances are hereby repealed as they relate to flood damage prevention.

SECTION 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. All rights and remedies of the City of Wolfforth are expressly saved as to any of all violations of ordinances affecting the floodplain which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5.

This Ordinance shall be in full force and effect from and after its passage a, and it is so ordained.

PASSED AND APPROVED on this 15th day of June, 2026.

Charles Addington, II, Mayor
City of Wolfforth, TX

ATTEST:

Terri Robinette, City Secretary



AGENDA ITEM COMMENTARY

Item # 8.

MEETING NAME:	City Council
MEETING DATE:	June 15, 2026
ITEM TITLE:	PUBLIC HEARING: Conduct a public hearing on a zoning change from MF/C-2 (Multi-Family/Commercial) to OTM (Old Town Mixed-Use) at BLK AK SEC 25 AB 246 BAL OF SW/4 AC: 46.04. <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>
STAFF INITIATOR:	Tara Tomlinson, Director of Development Services

BACKGROUND:

This commentary applies to the next two agenda items:

1. Conduct a public hearing on a zoning change from MF/C-2 to OTM at BLK AK SEC 25 AB 246 BAL OF SW/4 AC: 46.04.
2. Consider and take appropriate action on a zoning change from MF/C-2 to OTM at BLK AK SEC 25 AB 246 BAL OF SW/4 AC: 46.04.

Recently, the Wolfforth EDC purchased approximately 46-acres of land adjacent to Patterson Park. Currently the property is zoned Multi-Family/C-2 (Commercial). The Wolfforth EDC is requesting a zoning amendment that would transition the subject area adjacent to the park from Multi-Family/C-2 (Commercial) into a mixed-use district (Old Town Mixed-Use) intended to support a balanced combination of residential, commercial, and pedestrian-oriented development while enhancing compatibility with surrounding public open space. The mixed-use rezoning is intended to encourage reinvestment in the area, develop a consolidated civic campus, expand opportunities for neighborhood-serving businesses and housing, and create a more active, walkable environment near the park. The proposed mixed-use designation aligns with long-term planning goals encouraging compact development patterns, multimodal access, and activation of areas adjacent to public recreational assets.

EXHIBITS:

1. Public Hearing Notice
2. Survey
3. Map of Area-Aerial View
4. Mixed-up Zoning

COUNCIL ACTION/STAFF RECOMMENDATION:

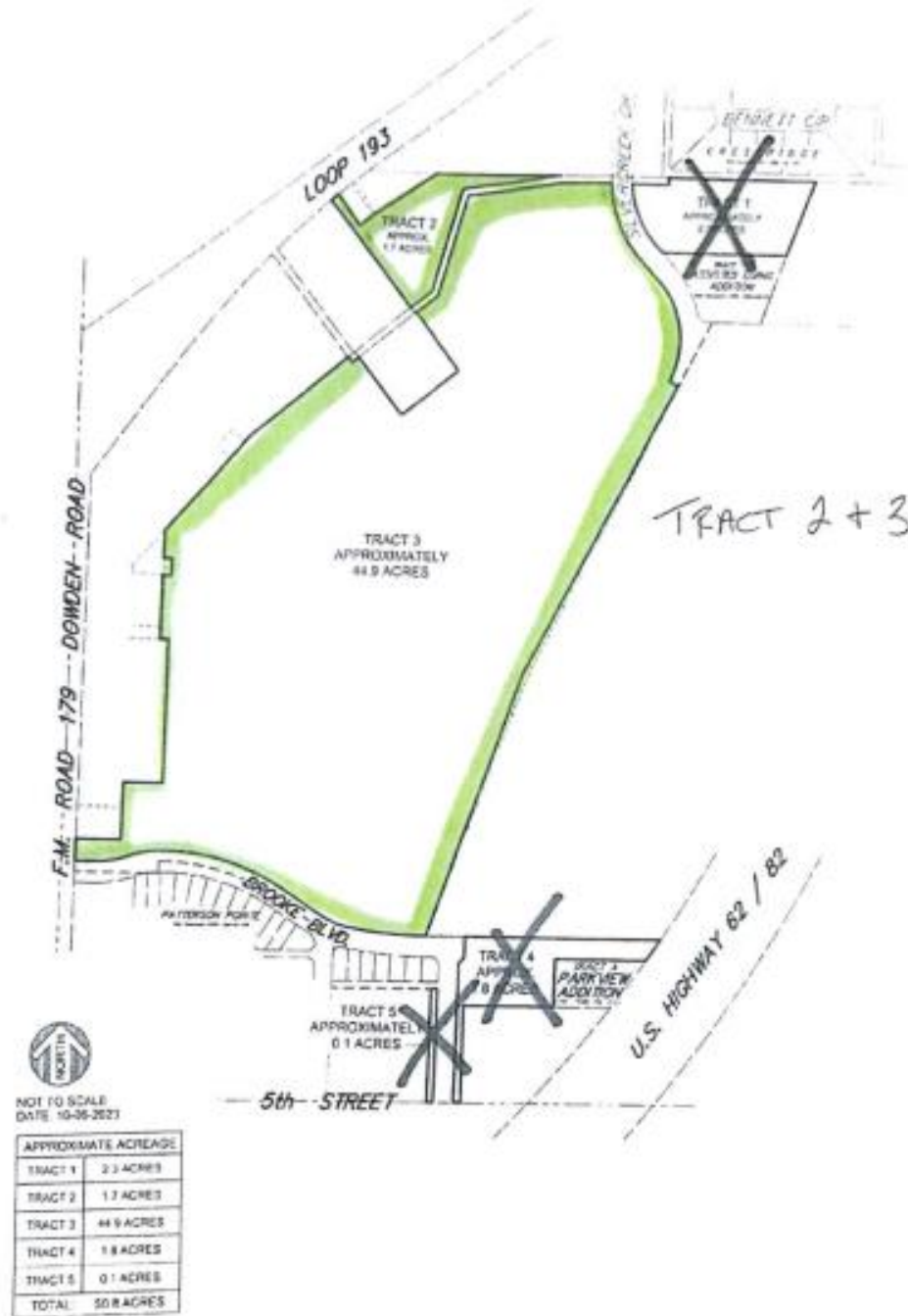
Hold a public hearing.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Wolfforth Planning and Zoning Commission will meet on June 9, 2026, at 5:30pm and the Wolfforth City Council June 15, 2026 at 6:00pm in the City Hall Meeting Room, 302 Main Street, Wolfforth Texas. The Public Hearings are to receive comment regarding a zoning change by the City of Wolfforth from C-2/MF to OTM (Old Town Mixed-Use) for BLK AK SEC 25 AB 246 BAL OF SW/4 AC: 44.9 Acres Tract 2 and 3. (R64833)

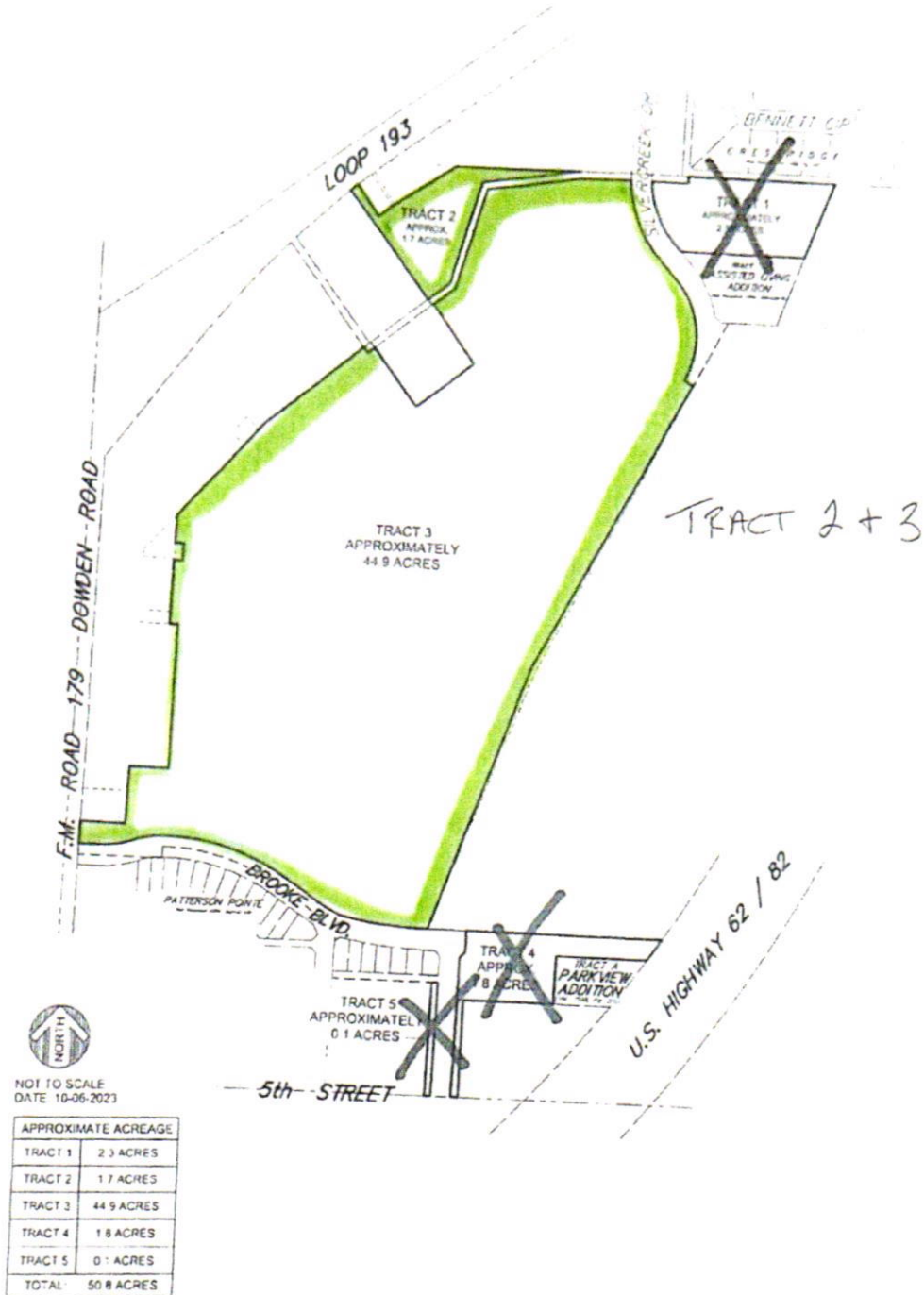
At this time and place all such persons shall have the right to appear and be heard.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 806-855-4120, fax 806-855-4121 or email city.secretary@wolfforthtx.us for further information.



Survey

EXHIBIT 'A'



HR HUGO REED
AND ASSOCIATES, INC.
LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
TELEPHONE: 817.481.1111 FAX: 817.481.1112
10000 W. 10TH STREET, SUITE 1000 FORT WORTH, TEXAS 76132

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§ 14.03.016. Old Town Mixed-Use District.

- (a) Purpose. The Old Town Mixed-Use District is intended to serve as a mixed-use community commercial center. Mutually supportive office, civic, cultural, entertainment, and residential uses are planned to enhance the viability of this mixed-use community commercial center. Multiple, complementary uses may be mixed vertically with the same building. This form of development is arranged around a connected street and sidewalk network that serves vehicle, pedestrian, and bicycle transportation.
- (b) Allowed uses. Uses in Old Town Mixed-Use District shall be generally pedestrian oriented and encourage pedestrian traffic. Any use or combination of uses otherwise authorized by these zoning regulations is allowed. Uses with drive-through lanes, which are discouraged in town center, are permitted only by special use permit. If drive-through lanes are allowed by approval, the use must be mitigated with special design features during site plan review and located at the endcaps of the building site plan.
- (c) Use table, Old Town Mixed-Use Zoning District.

Use	P = Permitted S = Special Use Permit NP = Not Permitted
<i>Commercial Uses</i>	
Retail sales and services-excluded are sales geared towards automobile, including gasoline service stations	P S- if includes drive-through
Banks, credit unions, real estates offices, and property management services- no drive-throughs	P*
Offices for business, professional, and technical uses such as accountants, architects, lawyers, doctors, etc.	P*
Food service uses such as full-service restaurants, cafeterias, and snack bars including cafe seating within a public or private sidewalk area with no obstruction of pedestrian circulation	P S-if includes drive-through
Art, antique, and furniture sales (retail or repair; excludes auto sales and services)	P
Farmers market	S
Veterinary clinic, completely within an enclosed building (no outdoor facilities for overnight storage of animals)	P*
Bed and breakfast establishments	S
Full-service hotels	S
Barber, beauty shop, cosmetologist, or hairdresser	P*
Any use with on-premises alcohol sales as <u>less</u> than 50% of gross sales revenue	P

Use	P = Permitted S = Special Use Permit NP = Not Permitted
Any use with on-premises alcohol sales as <u>more</u> than 50% of gross sales revenue	S
Any use with off-premises alcohol sales at any amount	S
Tasting rooms	S
Sale of used goods	S
<i>Entertainment Uses</i>	
Theaters and cinemas	P
Museums	P*
Fitness, recreational sports, gym, or athletic club	P*
Parks, greens, plazas, squares, and playgrounds	P
Amusement, commercial (indoor)	P
Amusement, commercial (outdoor)	S
Event center/rental hall	S
<i>Institutional and Civic Uses</i>	
Religious institutions	P*
Civic uses (courthouse, city hall, and other public offices)	P*
Assisted living	S
<i>Residential Uses</i>	
Residential apartments and/or condominiums	S- for upper floors
Upper floor residential uses	S

* *Commercial businesses within these categories require that they are over 550 feet from a business that falls under the same use category.*

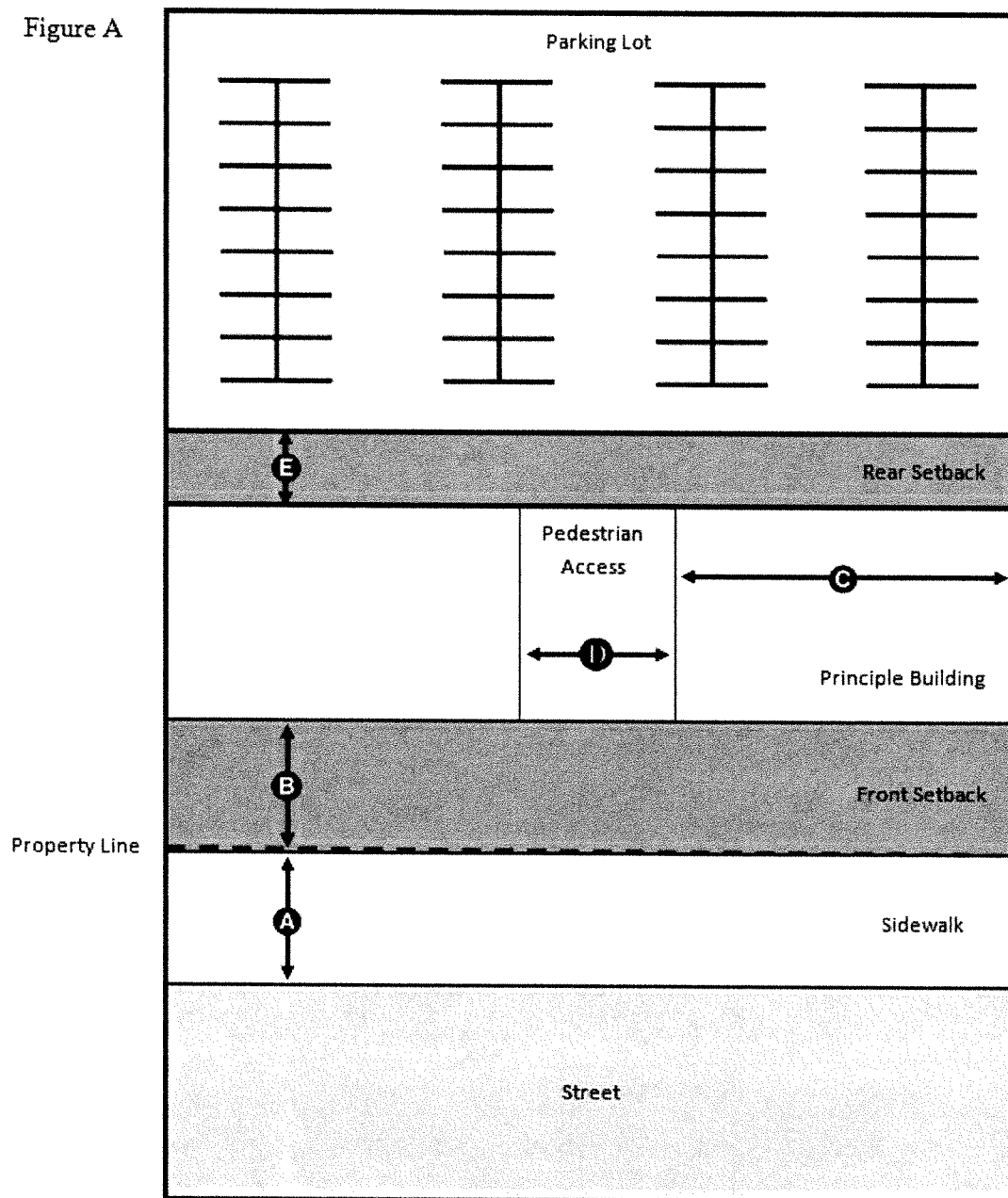
(d) Design standards. The following minimum standards shall be required (See figure A):

- (1) Setbacks. Structures will have zero lot lines. Buildings in this zone shall comply with the following:
 - (A) Zero lot lines are those lines situated so that the roof line of a structure can be located on the side lot boundary without any setback required.
 - (B) The minimum rear setback shall be five (5) feet for a single-story structure and fifteen (15) feet for any multi-story structure.
 - (C) A concrete sidewalk shall be constructed ten (10) feet from curb in a dedicated

public right-of-way.

- (D) The minimum front setback shall be ten (10) feet from sidewalk using concrete or another approved material.
- (E) Pedestrian access shall be placed every two hundred and fifty (250) feet at minimum that are twenty (20) feet in width that shall be constructed with concrete.
- (F) No doors or windows shall be located on any wall located on a zero-lot line.

Figure A



Section	Area Description	Setback Requirement (Figure A)
A	Required Sidewalk	10'
B	Minimum Front Setback from property line	10'
C	Maximum Principle Building Width	250'
D	Minimum Pedestrian Access	20'
E	Minimum Rear Setback from Principle Building	5'- Single Story 15'- Multi-Story

- (2) Parking. All off-street parking requirements will follow the standards set forth in section **14.05.011** and must be located in the rear of the structure.
- (3) Patios. The design of the interior and immediate surroundings of a patio should adhere to the following guidelines:
 - (A) The surface area of an outdoor patio may not exceed the interior floor area of the primary licensed establishment.
 - (B) A fence or vertical barrier may be used to delineate the perimeter of the patio area.
 - (C) Perimeter fences shall not obstruct the line of sight for pedestrians and drivers.
 - (D) Patios shall be located in the front setback or on the rooftop.
- (4) Signs. All permissible signage shall be designed and follow the standards set forth in section 14.04.014.
- (5) Outside storage. No outdoor storage, except for refuse disposal, shall be permitted. Refuse disposal areas shall be landscaped or screened from view.
- (6) Live outdoor music at retail sales and service. Live outdoor music will be permissible during peak hours (defined as Sunday through Thursday from 12:00 p.m. to 10:00 p.m. and Friday, Saturday, and holidays from 12:00 p.m. to 12:00 a.m. Music performances are not to exceed Texas Penal Code 42.01c(2) (85dB or under at property line) at a distance of one hundred (100) meters.
- (7) Live outdoor music at amphitheaters or outdoor events. Live outdoor music will be permissible Friday, Saturday, and holidays from the hours of 12:00 p.m. to 12:00 a.m. A permit must be obtained through the city. Music performances are not to exceed ninety-five decibels (95 dB) at a distance of one hundred (100) meters.
- (8) Principal building standards.
 - (A) Buildings shall be oriented towards the main street.
 - (B) Primary entrances to buildings shall be located on the street along which the

building is oriented. At intersections, corner buildings may have their primary entrances oriented at an angle to the intersection. All primary entrances shall be oriented to the public sidewalk for ease of pedestrian access.

- (C) Building maximum: 3 stories or 45 feet (whichever is less).
- (D) Building material: The wall surface for all buildings on sides adjacent to any street or alley walkway other than glass shall be of one hundred percent (100%) masonry material. Seventy-five percent (75%) of overall wall surfaces other than glass shall be of brick, stone, or cast stone. The remaining twenty-five percent (25%) may be stucco, fibrous cement, split-face block, or other masonry material. The use of any other wall surface material may be approved by the city council at the time of the site plan review.
- (E) Awnings/canopies:
 - (i) Measurements for eaves and awnings on buildings should project a distance of no more than two feet into required setback. (See figure 1)
 - (ii) Canopies may project into required front setbacks for a minimum distance of twenty (20) feet, provided that no supporting structure for such extensions shall be located within the required front setback. Masonry piers will be located at the edge of the curb. (See figure 2)

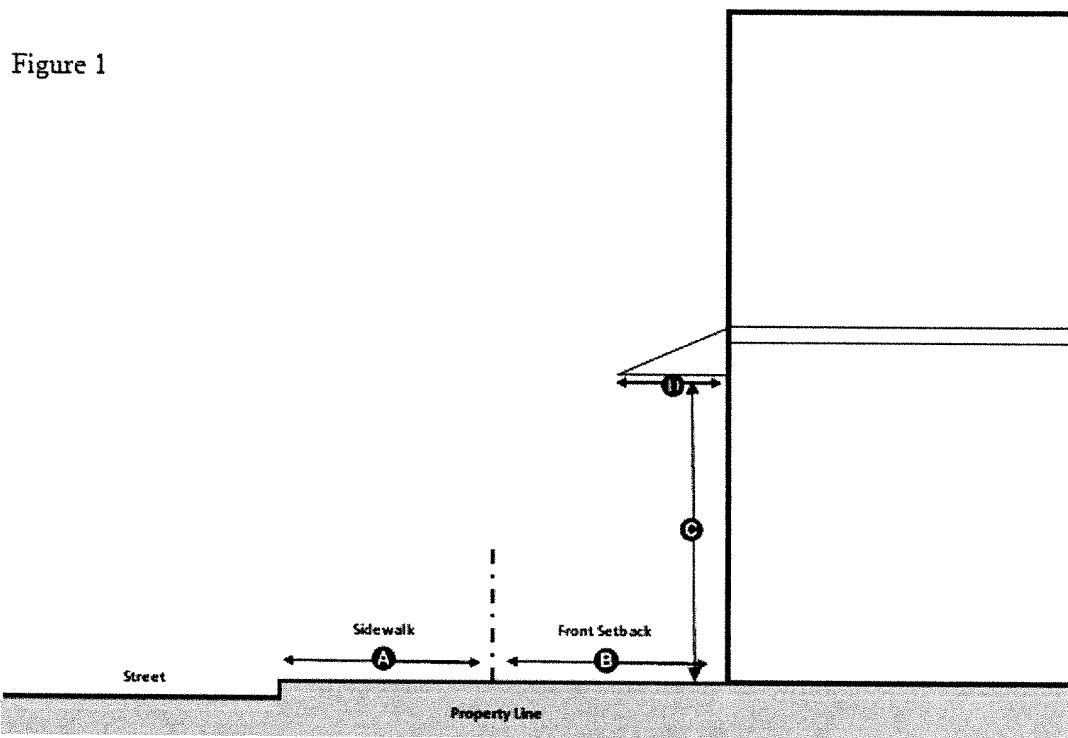
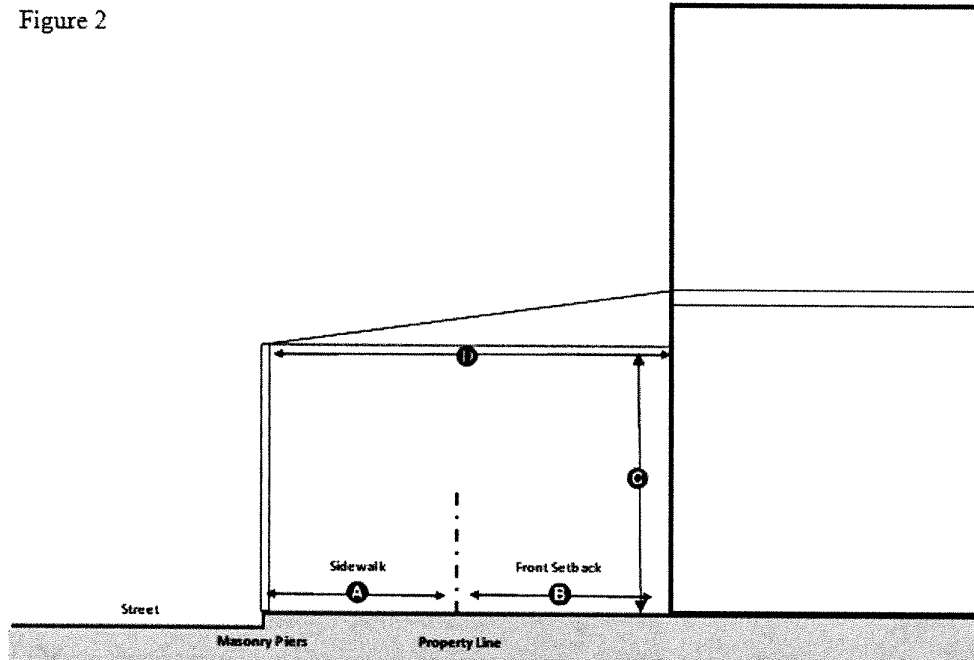


Figure 2



Section	Area Description	Setback Requirement (Fig 1)	Setback Requirement (Fig 2)
A	Required Sidewalk	10'	10'
B	Minimum Front Setback from property line	10'	10'
C	Awning/Canopy Minimum Height	8'	8'
D	Awning/Canopy Extension	2' Maximum	20' minimum (to curb)

- (iii) Awnings/canopies shall be constructed with metal or canvas. Vinyl and plastic are prohibited. Piers supporting canopies at the curbs edge shall be made with masonry material approved by city officials.
 - (iv) Lighting and other attachments should be securely fixed and integrated to the supporting structure.
 - (v) At no time shall a canopy be located over any on-street parking or travel lane. The edge of the canopy may not extend past the edge to which it is attached.
- (9) Sidewalk sales. Sidewalk vendors selling goods must obtain a sidewalk vending permit before conducting vending business activities in the city. The permits are issued by the development department and are valid for seven days from the date of issuance and must be renewed per event.
- (A) In general, sidewalk vendors must adhere to the following guidelines:
- (i) Display sidewalk vending permit while conducting vending business activities.

§ 14.03.016

§ 14.03.016

- (ii) Vending activities shall take place on a sidewalk and during approved times as follows: hours imposed on other businesses on the same street block or 8:00 a.m. to sunset, whichever is less restrictive on non-residential blocks.
- (iii) A sidewalk vending permit does not provide an exclusive right to operate on any sidewalk or portion thereof. Must be in front of primary business.
- (iv) Sidewalk vendors must ensure that the 10-foot area immediately surrounding the vending space is kept clean and free of trash and debris associated with their vending operation. A trash receptacle must be provided for customers and must be large enough to accommodate customer trash.
- (v) Vending equipment and goods must be attended to at all times by the business owner or employee. Vendors must remove all equipment and goods at the end of each day.
- (vi) Obstructions that would reduce the width of the sidewalk to less than forty-eight (48) inches are prohibited.
- (vii) The public right of way or any area that blocks pedestrians or vehicles is prohibited.
- (viii) Vending is prohibited in any public property that does not meet the definition of a sidewalk, including but not limited to any alley, street, street or roadway median, street end or parking lots.

(Ordinance 2024-038 adopted 10/21/2024)



AGENDA ITEM COMMENTARY

Item # 9.

MEETING NAME:	City Council
MEETING DATE:	June 15, 2026
ITEM TITLE:	Consider and take appropriate action on Ordinance 2026-012 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE ZONING MAP AS IT RELATES TO PROPERTY KNOWN AS BLK AK SEC 25 AB 246 BAL OF SW/4 AC: 46.04 ACRES, WOLFFORTH, TEXAS, BY AMENDING THE ZONING DESIGNATION FROM C-2 AND MF TO OTM; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES AND PORTIONS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.
STAFF INITIATOR:	Tara Tomlinson, Director of Development Services

BACKGROUND:

The previous item was to hold a public hearing to receive comments on a zoning change from MF/C-2 (Multi-Family/Commercial) to OTM (Old Town Mixed-Use) at BLK AK SEC 25 AB 246 BAL OF SW/4 AC: 46.04 acres.

EXHIBITS:

1. Ordinance

COUNCIL ACTION/STAFF RECOMMENDATION:

City staff recommends to approve the zoning change from MF/C2 to OTM.

ORDINANCE 2026-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE ZONING MAP AS IT RELATES TO PROPERTY KNOWN AS BLK AK SEC 25 AB 246 BAL OF SW/4 AC: 46.04 ACRES, WOLFFORTH, TEXAS, BY AMENDING THE ZONING DESIGNATION FROM C-2 AND MF TO OTM; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES AND PORTIONS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Wolfforth established zoning regulations on August 18, 2003 and established the Old Town Mixed-Use District (“OTM”) on October 21, 2024;

WHEREAS, Wolfforth EDC currently owns the property known as BLK AK SEC 25 AB 246 BAL OF SW/4 AC: 46.04, Wolfforth, Texas (the “Property”);

WHEREAS, The Wolfforth EDC has requested a change to the zoning designation of the Property from General Commercial District (“C-2”) and Multifamily Residential District (“MF”) to OTM;

WHEREAS, after a public hearing on June 9, 2026, the Planning and Zoning Commission recommended the change in zoning designation for the Property to OTM; and

WHEREAS, the City Council has determined that it is in the best interest of the City to change the zoning designation of the Property to OTM.

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

Part 1. Enacted.

1.01 Zoning Map: THAT the City of Wolfforth Zoning Map is hereby amended as it relates to BLK AK SEC 25 AB 246 BAL OF SW/4 AC: 46.04, Wolfforth, Texas to Old Town Mixed-Use District which zone change shall hereafter be incorporated into the official map previously adopted by the City. The survey of the Property is attached hereto as Exhibit A and Exhibit B.

Part 2. Severability.

If any section, sub-section, clause, phrase, or portion of this Ordinance shall be held unconstitutional or invalid by a court of competent jurisdiction, such section, sub-section, sentence, clause, phrase, or portion shall be deemed to be a separate, distinct, and independent provision and such invalidity shall not affect the validity of the remaining portions.

Part 3. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Part 4. Open Meetings

That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code and Chapter 211, Texas Local Government Code.

Part 5. Effective Date.

This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED and ADOPTED this 15th day of June 2026.

Charles Addington, II, Mayor
City of Wolfforth, Texas

ATTEST:

Terri Robinette, City Secretary

Exhibit A

METES AND BOUNDS DESCRIPTION of a 46.04 acre, more or less, tract of land out of a 57.5 acre tract described under County Clerk File No. 2015038496 of the Official Public Records of Lubbock County, Texas, located in the Southwest Quarter of Section 25, Block AK, Georgetown Railroad Company Survey, Lubbock County, Texas, said 46.04 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" set in the East right-of-way line of Dowden Road (F. M. Road 179), described in Volume 384, Page 71 of the Deed Records of Lubbock County, Texas, the North right-of-way line of Brook Boulevard, described under County Clerk File No. 2016018142 of the Official Public Records of Lubbock County, Texas and the Western boundary of said 57.5 acre tract, for the Southwest corner of this tract, which bears N. 01°50'44" E. a distance of 669.84 feet and S. 88°04'35" E. a distance of 40.00 feet from a "MAG" nail found at the Southwest corner of Section 25, Block AK, Georgetown Railroad Company Survey, Lubbock County, Texas;

THENCE N. 01°50'44" E., along said East right-of-way line and the western boundary of said 57.5 acre tract, a distance of 63.37 feet (deed calls: N. 01°50' E.) to a 1/2" iron rod with cap marked "HRA" found at the Southwest corner of a 0.24 acre tract described under County Clerk File No. 2016008476 of the Official Public Records of Lubbock County, Texas and the most Westerly Northwest corner of this tract;

THENCE S. 88°09'01" E., along the Southern boundary of said 0.24 acre tract and an occupied alley (no dedication document found), a distance of 130.14 feet (deed calls: S. 88°11'02" E.) to a 1/2" iron rod with cap marked "HRA" found in the West line of a 20 foot easement for water or sewer lines described in Volume 1017, Page 477 of the Deed Records of Lubbock County, Texas, at the Southeast corner of said occupied alley and a corner of this tract;

THENCE N. 01°48'10" E., along the Eastern boundary of said 20 foot easement and said occupied alley, a distance of 164.19 feet (deed calls: N. 01°47'30" E. 164.08 feet) to a 1/2" iron rod found at the Southwest corner of a 1.1 acre tract described under County Clerk File No. 2008030360 of the Official Public Records of Lubbock County, Texas and a corner of this tract;

THENCE S. 88°09'24" E., along the Southern boundary of said 1.1 acre tract, a distance of 114.93 feet (deed calls: S. 88°11'08" E.) to a 1/2" iron pipe found at the Southeast corner of said 1.1 acre tract and a corner of this tract;

THENCE N. 01°44'34" E., along the Eastern boundary of said 1.1 acre tract, a distance of 410.00 feet (deed calls: N. 01°45'14" E.) to a 1/2" iron rod with cap marked "HRA" found at the Northeast corner of said 1.1 acre tract and a corner of this tract;

THENCE N. 88°02'43" W., along the Northern boundary of said 1.1 acre tract, a distance of 25.00 feet (deed calls: N. 88°14'46" W. 24.69 feet) to a 1/2" iron rod with cap marked "HRA" found at the Southeast corner of an occupied alley (no dedication document found) and a corner of this tract;

THENCE N. 02°12'21" E., along the Eastern boundary of said occupied alley and a 0.34 acre tract described under County Clerk File No. 2025033572 of the Official Public Records of Lubbock County, Texas, a distance of 180.27 feet (deed calls: N. 02°04'38" E. 180.31 feet) to a 1/2" iron rod found at a corner of said 0.34 acre tract and a corner of this tract;

THENCE S. 88°10'29" E., continuing along the Eastern boundary of said 0.34 acre tract, a distance of 25.00 feet (deed calls: S. 88°18'36" E. 24.96 feet) to a 1/2" iron rod found at the most Easterly Southeast corner of said 0.34 acre tract and a corner of this tract;

THENCE N. 01°50'58" E., continuing along the Eastern boundary of said 0.34 acre tract, a distance of 50.00 feet (deed calls: N. 01°57'26" E. 49.96 feet) to a 1/2" iron rod found at the Northeast corner of said 0.34 acre tract and a corner of this tract;

THENCE N. 88°07'35" W., along the Northern boundary of said 0.34 acre tract, a distance of 25.00 feet (deed calls: N. 88°10'08" W. 25.07 feet) to a 1/2" iron rod found in the Eastern boundary of a 0.15 acre tract described under County Clerk File No. 2021053537 of the Official Public Records of Lubbock County, Texas, at the most Northerly Northwest corner of said 0.34 acre tract and a corner of this tract;

THENCE N. 01°46'43" E., along the Eastern boundary of said 0.15 acre tract, a distance of 79.25 feet (deed calls: N. 01°51'39" E. 79.17 feet) to a 1/2" iron rod with cap marked "4460" found in the Southern boundary of a 5.2 acre tract described under County Clerk File No. 2018016465 of the Official Public Records of Lubbock County, Texas, at the Northeast corner of said 0.15 acre tract and a corner of this tract;

THENCE N. 43°26'55" E., along the Southern boundary of said 5.2 acre tract and a 0.03 acre tract described in Volume 1910, Page 240 of the Deed Records of Lubbock County, Texas, at 338.35 feet pass a 1/2" iron rod found at the Southeast corner of said 0.03 acre tract, continuing along the Southern boundary of said

5.2 acre tract, for a total distance of 363.98 feet (deed calls: N. 43°24'19" E.) to a 1/2" iron rod with cap marked "HRA" set for a point of intersection;

THENCE N. 53°05'33" E., along the Southern boundary of said 5.2 acre tract, a 20 foot alley dedication described in Volume 2838, Page 214 of the Real Property Records of Lubbock County, Texas and a 1.8 acre tract described in Volume 1910, Page 240 of the Deed Records of Lubbock County, Texas, a distance of 384.70 feet (deed calls: N. 53°07'23" E.) to a 1/2" iron rod with cap marked "4460" found at the Northwest corner of a 1.0 acre tract described in Volume 5281, Page 64 of the Real Property Records of Lubbock County, Texas and a corner of this tract;

THENCE S. 37°40'22" E., along the Western boundary of said 1.0 acre tract, a distance of 229.30 feet (deed calls: S. 37°40'54" E. 229.19 feet) to a 3/4" iron pipe found at the Southwest corner of said 1.0 acre tract and a corner of this tract;

THENCE N. 52°30'27" E., along the Southern boundary of said 1.0 acre tract and a 0.95 acre tract described under County Clerk File No. 2019042390 of the Official Public Records of Lubbock County, a distance of 284.00 feet (deed calls: N. 52°32'07" E.) to a 1/2" iron rod with cap marked "CHT" found at the Southeast corner of said 0.95 acre tract and a corner of this tract;

THENCE N. 37°59'59" W., along the Eastern boundary of said 0.95 acre tract, a distance of 501.49 feet (deed calls: N. 38°00'36" W. 501.57 feet) to a 1/2" iron rod found at the Southwest corner of a 0.34 acre tract described under County Clerk File No. 2017013937 of the Official Public Records of Lubbock County, Texas and a corner of this tract;

THENCE N. 56°56'10" E., along the Southern boundary of said 0.34 acre tract, a distance of 211.98 feet to a 3/8" iron rod found in the Southern boundary of a 4.3 acre tract described in Volume 6356, Page 224 of the Real Property Records of Lubbock County, Texas, at the Northeast corner of said 0.34 acre tract and the Most Northerly Northwest corner of this tract;

THENCE S. 88°13'19" E., along the Southern boundary of said 4.3 acre tract, a distance of 521.62 feet (deed calls: S. 88°13'48" E. 521.47 feet) to a 1/2" iron rod found in the West right-of-way line of Silver Creek Drive, described under County Clerk File No. 2020048723 of the Official Public Records of Lubbock County, Texas, at the Southeast corner of said 4.3 acre tract and the most Northerly Northeast corner of this tract;

THENCE Southeasterly, along said West right-of-way line, around a curve to the left, said curve having a radius of 330.00 feet, an arc length of 259.21 feet, a central angle of 45°00'00", a chord bearing of S. 20°39'45" E. and a chord distance of 252.57 feet (deed calls: S. 20°39'28" E.) to a 1/2" iron rod with cap marked "HRA" found at a point of intersection;

THENCE S. 43°09'28" E., continuing along said West right-of-way line, a distance of 82.47 feet to a 1/2" iron rod with cap marked "HRA" found at a point of intersection;

THENCE Southeasterly, continuing along said West right-of-way line, around a curve to the right, said curve having a radius of 240.00 feet, an arc length of 302.61 feet, a central angle of 72°14'32", a chord bearing of S. 07°02'32" E. and a chord distance of 282.96 feet (deed calls: S. 07°02'12" E.) to a 1/2" iron rod with cap marked "HRA" found at a point of intersection;

THENCE S. 60°58'24" E., continuing along said West right-of-way line, a distance of 30.00 feet (deed calls: S. 60°54'57" E.) to a "crosshatch" nail found in the Western boundary of a 0.34 acre tract described in Volume 4796, Page 106 of the Official Real Property Records of Lubbock County, Texas, at the most Easterly Northeast corner of this tract;

THENCE S. 29°05'44" W., along the Western boundary of said 0.34 acre tract, a distance of 930.47 feet (deed calls: S. 29°05'03" W.) to a 60 penny nail found at a point of intersection;

THENCE S. 20°37'33" W., continuing along the Western boundary of said 0.34 acre tract, a distance of 800.68 feet (deed calls: S. 20°38'03" W. 801.28 feet) to a 1/2" iron rod found in said North right-of-way line of Brook Boulevard, at the South corner of said 0.34 acre tract, the Southwest corner of a 31.0 acre tract described in Volume 4301, Page 255 of the Official Real Property Records of Lubbock County, Texas and the Southeast corner of this tract;

THENCE Northwesterly, along said North right-of-way line, around a curve to the right, said curve having a radius of 1198.69 feet, an arc length of 265.04 feet, a central angle of 12°40'07", a chord bearing of N. 81°47'06" W. and a chord distance of 264.50 feet (deed calls: N. 81°47'19" W. 264.55 feet) to a 1/2" iron rod with cap marked "OJD" found at a point of intersection;

THENCE Northwesterly, continuing along said North right-of-way line, around a curve to the right, said curve having a radius of 650.00 feet, an arc length of 87.42 feet, a central angle of 07°42'20", a chord bearing of N. 59°40'03" W. and a chord distance of 87.35 feet to a 1/2" iron rod with cap marked "OJD" found at a point of intersection;

THENCE N. 55°48'53" W., continuing along said North right-of-way line, a distance of 113.87 feet to a 1/2" iron rod with cap marked "OJD" found at a point of intersection;

THENCE Northwesterly, continuing along said North right-of-way line, around a curve to the left, said curve having a radius of 650.00 feet, an arc length of 366.54 feet, a central angle of 32°18'33", a chord bearing of N. 71°58'11" W. and a chord distance of 361.70 feet to a 1/2" iron rod with cap marked "OJD" found at a point of intersection;

THENCE N. 88°03'37" W., continuing along said North right-of-way line, a distance of 16.33 feet to a 1/2" iron rod with cap marked "OJD" found at a point of intersection;

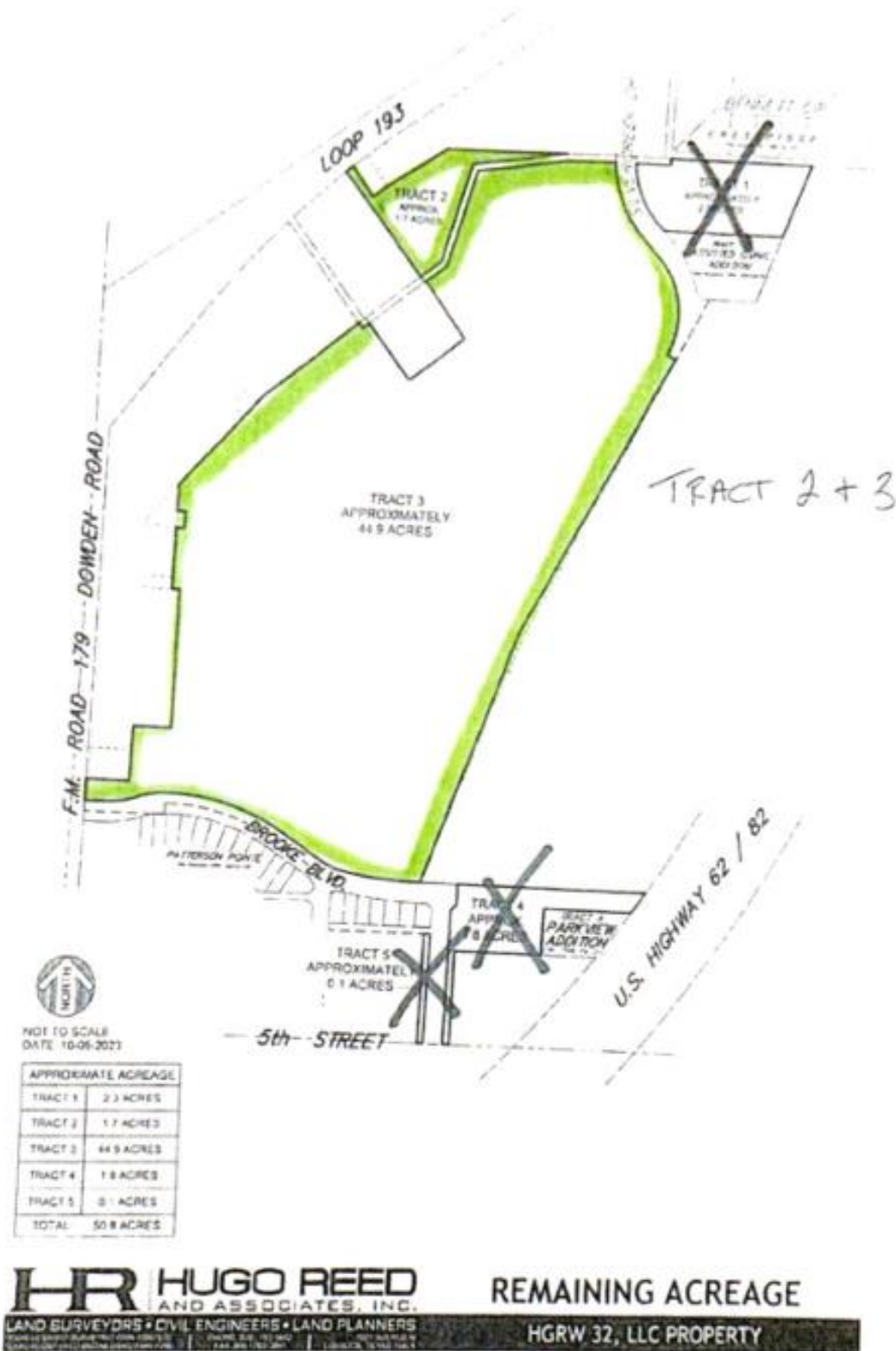
THENCE Southwesterly, continuing along said North right-of-way line, around a curve to the left, said curve having a radius of 250.06 feet, an arc length of 90.07 feet, a central angle of 20°38'23", a chord bearing of S. 81°36'04" W. and a chord distance of 89.58 feet to a 1/2" iron rod with cap marked "OJD" found at a point of intersection;

THENCE Southwesterly, continuing along said North right-of-way line, around a curve to the right, said curve having a radius of 265.70 feet, an arc length of 95.71 feet, a central angle of $20^{\circ}38'17''$, a chord bearing of S. $81^{\circ}34'38''$ W. and a chord distance of 95.19 feet (deed calls: S. $81^{\circ}35'35''$ W. 95.10 feet) to a 1/2" iron rod with cap marked "OJD" found at a point of intersection;

THENCE N. $88^{\circ}04'35''$ W., continuing along said North right-of-way line, a distance of 61.87 feet (deed calls: N. $88^{\circ}05'53''$ W. 61.75 feet) to the Point of Beginning.

DRAFT

Exhibit B





AGENDA ITEM COMMENTARY

Item # 10.

MEETING NAME:	City Council
MEETING DATE:	June 15, 2026
ITEM TITLE:	Consider and take appropriate action on Resolution No. 2026-024 approving an assignment of a waste collection service contract with South Plains Waste Service, LLC to BFI Waste Service of Texas, LP, also known as Republic Waste Services.
STAFF INITIATOR:	Randy Criswell, City Manager

BACKGROUND:

Please see attached a letter from South Plains Waste Service, LLC signed by Garry LaDuke, President, advising us that South Plains Waste has recently agreed to sell to BFI Waste Services (Republic), stating that this sale constitutes an assignment of the contract, and requesting that we consent to the assignment. This request for consent is consistent with the terms of our contract with SPWS.

We've had two meetings with Republic since Mr. Laduke emailed us with this news recently. Republic has assured us they have made changes in the past year that will allow them to fully meet the expectations and the level of service that was established over that same past year by SPWS.

I anticipate representatives from Republic will be present at the meeting on Monday night, and I encourage Council to engage them with your questions or concerns.

Today, based on the commitments that Republic has made to us, combined with the fact that (as you will remember), they'll be assuming a contract that's far more structured to our advantage than the previous contract was, I'm recommending approval of the Resolution consenting to the assignment.

EXHIBITS:

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2026-024

RESOLUTION NO. 2026-024**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN ASSIGNMENT OF A WASTE COLLECTION SERVICE CONTRACT WITH SOUTH PLAINS WASTE SERVICE, LLC TO BFI WASTE SERVICE OF TEXAS, LP, ALSO KNOWN AS REPUBLIC SERVICES; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council entered into a contract with South Plains Waste Service, LLC for waste collection services on March 13, 2025, approved by Resolution 2025-006

WHEREAS, the City has received notification from South Plains Waste Services, LLC that they have agreed to sell certain assets to BFI Waste Services of Texas, LP (Republic Services)

WHEREAS, the contract between the City and South Plains Waste Services identified above is among the assets proposed to be sold to Republic Services as part of the sale.

WHEREAS, the City has received a written request from South Plains Waste Services, LLC to consent to the assignment of the above contract.

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

SECTION 1. The City Council hereby approves an assignment of the Waste Collection Service Contract with South Plains Waste Service, LLC dated March 13, 2025 and attached as **Exhibit A**.

SECTION 2. The City Council authorizes the City Manager to execute the agreement of assignment of contract with South Plains Waste Services, LLC

SECTION 3. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Wolfforth, Texas on this the 15th day of June, 2026.

Charles Addington, II, Mayor

Terri Robinette, City Secretary

May 27, 2026

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID

7020 1290 0000 7789 7085

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

Re: Solid Waste Disposal Services Contract (the "Contract"), dated March 13, 2025, by and between South Plains Waste Service, LLC, a Texas limited liability company ("South Plains"), and the City of Wolfforth, Texas (the "Customer").

We are pleased to advise that South Plains recently agreed to sell certain of its assets (the "Sale") to BFI Waste Services of Texas, LP, a Delaware limited partnership ("Republic").

The Contract identified above is among the assets proposed to be sold to Republic as part of the Sale. We are confident that Republic will continue the business relationship embodied in the Contract and will continue to provide services to the Customer at the highest level.

The Sale will constitute an assignment of the Contract (the "Assignment") requiring the Customer's consent. Accordingly, we kindly request that the Customer acknowledge and consent to the Assignment to Republic or its affiliates. Specifically, by signing this letter, the Customer: (i) acknowledges and consents to the Assignment; (ii) waives any right to terminate the Contract as a result of the Assignment; (iii) acknowledges and ratifies the terms of the Contract; (iv) acknowledges and confirms that the Customer is not in default or breach of any term or provision of the Contract; (v) acknowledges that the Contract will continue in full force and effect in accordance with its terms following the Assignment; and (vi) acknowledges and confirms that there is no outstanding defense, offset, claim or counterclaim by or in favor of the Customer against South Plains under the Contract or against the obligations of South Plains under the Contract. If the Sale is not consummated for any reason, this letter will cease to have effect and the Contract will remain in place between South Plains and the Customer in accordance with its terms.

Please note that we expect to complete the transaction on or around June 30, 2026. Accordingly, we would appreciate your prompt attention to this matter. The terms of the Sale are also confidential, and we request that, to the extent possible, the Customer keep the proposed sale and the terms of this letter confidential. If you have any questions, please contact Garry LaDuke at garry.laduke@southplainswaste.com or at (806) 638-2100. Otherwise, kindly sign and return this letter to Travis W. Tolley via email by .pdf at ttolley@mhba.com.

[Signature Page Follows]

South Plains Waste Service, LLC,
a Texas limited liability company

By: Garry LaDuke
Name: Garry LaDuke
Title: President

AGREED AND ACKNOWLEDGED:

City of Wolfforth, Texas

By: _____
Name: _____
Title: _____



AGENDA ITEM COMMENTARY

Item # 12.

MEETING NAME:	City Council
MEETING DATE:	June 15, 2026
ITEM TITLE:	Consider and take appropriate action on Fiscal Year 2027 Budget Calendar.
STAFF INITIATOR:	Randy Criswell, City Manager

BACKGROUND:

As discussed in the budget work session, I seek your approval of the Budget Calendar for FY 2027 budget. Following tonight, the dates will be:

- July 6 – Regular meeting and Budget Work Session #3
- July 20 – Regular meeting and Budget Work Session #4
- August 3 – Regular meeting and Budget Work Session #5, Record Vote on proposed tax rate
- August 17 – Regular meeting, Budget Work Session #6 (if needed), Public Hearing on budget and tax rate
- August 24 – Special meeting, adopt budget and tax rate

EXHIBITS:

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends approval of the FY 2027 Budget Calendar as presented.