



CITY COUNCIL MEETING

July 07, 2025 at 6:00 PM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

AGENDA

CALL MEETING TO ORDER

INVOCATION - Councilmember Cooper

PLEDGE OF ALLEGIANCE - Councilmember Houck

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 16, 2025 and June 23, 2025.
2. Consider and take appropriate action on Resolution 2025-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS
APPROVING AN ENGAGEMENT LETTER FOR FINANCIAL AUDIT SERVICES WITH

BOLINGER, SEGARS, GILBERT & MOSS, LLP FOR FISCAL YEAR ENDING
SEPTEMBER 30, 2025; AND PROVIDING AN EFFECTIVE DATE

3. Consider and take appropriate action on Public Improvement District #2 Annual Capital Assessment payment to Wolfforth Land Company

CONSENT AGENDA #2

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

4. Consider and take appropriate action on Payment Request #7 from Landmark Structures for the Alcove EST Construction

REGULAR SESSION

5. Consider and take appropriate action on Resolution 2025-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS
AUTHORIZING EXECUTION OF AN AGREEMENT WITH NEWGEN STRATEGIES FOR
A RATE AND FEE STRUCTURE ANALYSIS; AND PROVIDING AN EFFECTIVE DATE

6. Consider and take appropriate action on Fiscal Year 2026 Budget Workshop #2

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:

7. 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
8. 551.087 Deliberations Regarding Economic Development Negotiations: to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of financial or other incentive to a business prospect. (i) Project Gumball

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 July 3, 2025 at 5:00 p.m.

/s/ Terri Robinette, City Secretary



CITY COUNCIL MEETING

June 16, 2025 at 6:00 PM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

MINUTES

CALL MEETING TO ORDER

Meeting was called to order by Mayor Addington at 6:00 PM.

INVOCATION - Councilmember McDonald

PLEDGE OF ALLEGIANCE - Councilmember Worley

ROLL CALL AND ESTABLISH A QUORUM

PRESENT

Mayor Charles Addington

Councilmember Place 1 David Cooper

Councilmember Place 2 Wesley Houck

Councilmember Place 3 Gregory Stout

Councilmember Place 4 Charlotte McDonald

Councilmember Place 5 Karen Worley

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.

(unapproved draft)

There were no public comments.

CONSENT AGENDA

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

Items #3, #4 and #5 were removed from the Consent Agenda.

Motion to approve Consent Agenda items #1 and #2.

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

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

1. Consider and take appropriate action on City Council Meeting minutes from June 2, 2025.
2. Consider and take appropriate action on May 2025 departmental reports
3. Consider and take appropriate action on Payment Request #6 from Landmark Structures for the Alcove EST Construction

Motion to approve Consent Agenda item #3.

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

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

Abstain: Councilmember Place 3 Stout

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

Motion to approve Consent Agenda item #4.

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

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

Abstain: Councilmember Place 3 Stout

5. Consider and take appropriate action on Payment Request #3 from UCA for the Loop 88 East Water Supply Construction.

Motion to approve Consent Agenda item #5.

(unapproved draft)

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

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

Abstain: Councilmember Place 3 Stout

REGULAR SESSION

6. Consider and take appropriate action on Resolution 2025-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING THE SUBMISSION OF A U.S. DEPARTMENT OF JUSTICE COPS HIRING PROGRAM (CHP) GRANT APPLICATION; AND PROVIDING AN EFFECTIVE DATE

Motion to approve Resolution 2025-024

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

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

7. Consider and take appropriate action on Resolution 2025-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE UP TO \$12,500,000 IN COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION TO FUND STREET AND DRAINAGE IMPROVEMENTS; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT.

Certificates of Obligation will be used to finance necessary improvements of Alcove Avenue from Hwy 62/82 to 66th Street. Engineering is currently being completed for the design of a three lane thoroughfare. Drainage issues are currently being worked through with the railroad. This project is a critical componenet needed for the United Supermarkets store to be located on the corner of Hwy 62/82 and Donald Preston Drive.

Cost estimate of the project today is 10.1 million.

Motion to approve Resolution 2025-025

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

(unapproved draft)

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

8. Conduct a Public Hearing on an amendment to the Wolfforth Code of Ordinances 10.04.002 Procedures for plat renewal.

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.

Preliminary Plats are currently required to be submitted for renewal every year and staff is to notify developers of upcoming renewals. In review of other municipality's procedures and to increase efficiency in the process, staff presented to Planning and Zoning for consideration an update to change renewal requirements to every two years and placed the responsibility of applying for renewal on the developer. This change also includes clarifications for administrative approval for preliminary plats.

Public Hearing was opened at 6:19 PM.

There were no public comments.

Public Hearing was closed at 6:19 PM.

9. Consider and take appropriate action on Ordinance 2025-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING CITY OF WOLFFORTH CODE OF ORDINANCES BY AMENDING CHAPTER 10 SUBDIVISION REGULATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance 2025-009

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

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

ADJOURN

Motion to adjourn at 6:22 PM

(unapproved draft)

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

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

PASSED AND APPROVED THIS 7TH DAY OF JULY 2025

Charles Addington, II, Mayor
City of Wofforth, Texas

ATTEST:

Terri Robinette, City Secretary

DRAFT

AFFIDAVIT OF CONFLICT OF INTEREST

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

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

Date of Meeting: 6/16/, 2025

Agenda Item Number: 3, 4, 5

The business entity or real property is: SitePro Inc

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

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

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

Signed this 16th day of June, 2025.

Gregory Stout

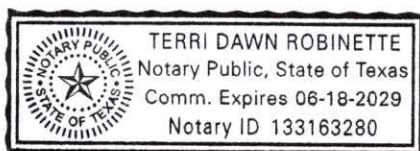
Signature of Official

Council member 3

Title

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

SWORN TO AND SUBSCRIBED BEFORE ME on this 16th day of June, 2025



[Signature]
Notary Public in and for the State of Texas



CITY COUNCIL MEETING

June 23, 2025 at 3:00 PM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

MINUTES

CALL MEETING TO ORDER

The meeting was called to order by Mayor Addington at 3:00 PM.

INVOCATION - Councilmember Worley

PLEDGE OF ALLEGIANCE - Councilmember Cooper

ROLL CALL AND ESTABLISH A QUORUM

PRESENT

Mayor Charles Addington

Councilmember Place 1 David Cooper

Councilmember Place 2 Wesley Houck

Councilmember Place 3 Gregory Stout

Councilmember Place 4 Charlotte McDonald

Councilmember Place 5 Karen Worley

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.

REGULAR SESSION

1. Consider and take appropriate action on Fiscal Year 2026 Budget Workshop #1

City Manager Randy Criswell presented a preliminary review of the fiscal year 2026 budget and the budget process and calendar. The City has three major funds: General, Utility, Sanitation, along with several other minor funds. The 2025 preliminary property tax estimate is \$921,000,000 which calculates to an estimated \$6,400,000 in property taxes to the General Fund. Those funds, along with sales tax and franchise fees are the major revenues for the General Fund. The General Fund includes the following departments: Police, Fire, Library, Development, Streets, Parks, Municipal Court, Finance and EDC. The Utility Fund is operated as an enterprise fund and has the following revenues: water fees, sewer fees and impact fees along with a few other minor sources. The City utilizes the services of NewGen Strategies to estimate water usage and billing to determine water revenue. Those calculations are not yet complete. The following departments are in the Utility Fund: Compliance, Engineering, Utility Billing, Wastewater collection and treatment, Water Distribution, Water Treatment and Water Production.

Department Heads also presented their needs and priorities to the Council.

Police: Technology upgrades, Personnel additions, Additional training requirements

Fire: Aging fleet, Additional personnel, Scheduling

Public Works: Additional personnel as the City grows and the ability to specialize and departmentalize, Various machinery and equipment upgrades and additions

Development: Comprehensive Plan, Substandard structures

Library: Phase 2 of the Master Plan, Future expansion to ensure continued accreditation

EDC: Land acquisitions, Strategic Plan, Sales Tax gains

City Manager Randy Criswell finished the meeting with thoughts for fiscal year 2026 including an increase in the debt service tax rate due to the construction of Alcove Avenue. A focus on employees and employee retention by increasing the TMRS contribution rate is also a priority. Additional sewer debt will be necessary over the course of the next year as improvements must

(unapproved draft)

be made to that system to handle added flow. The Police Department remains a priority, including adding personnel and relocation to another City-owned building.

The budget calendar is as follows:

July 7 - Regular meeting and Budget Workshop #2

July 21 - Regular meeting and Budget Workshop #3

August 4 - Regular meeting, Budget Workshop #4, Record vote on Proposed Tax Rate

August 18 - Regular meeting, Public Hearing on budget and tax rate

August 25 - Special meeting, adopt budget and tax rate

ADJOURN

Motion to adjourn at 5:48 PM.

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

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

PASSED AND APPROVED THIS 7TH DAY OF JULY 2025

Charles Addington, II, Mayor
City of Wolfforth, Texas

ATTEST:

Terri Robinette, City Secretary



AGENDA ITEM COMMENTARY

MEETING NAME: City Council Meeting

MEETING DATE: July 7, 2025

ITEM TITLE: Consider and take appropriate action on Resolution
A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WOLFFORTH, TEXAS APPROVING AN
ENGAGEMENT LETTER FOR FINANCIAL AUDIT
SERVICES WITH BOLINGER, SEGARS, GILBERT &
MOSS, LLP FOR FISCAL YEAR ENDING SEPTEMBER 30,
2025; AND PROVIDING AN EFFECTIVE DATE

STAFF INITIATOR: Terri Robinette, City Secretary

BACKGROUND:

Tyler Canady, partner at Bollinger, Segars, Gilbert & Moss, has provided the attached engagement letter for audit services for FY 2025. The estimated cost will be \$36,000. The total cost of audit services will be incorporated into the FY 2026 budget.

We value our partnership with Tyler and his team at BSGM and highly recommend this firm to the Council to complete our required fiscal year 2025 audits.

EXHIBITS:

Resolution

Annual FY 2025 Audit Engagement Letter

COUNCIL ACTION/STAFF RECOMMENDATION:

Approve Resolution

RESOLUTION NO. 2025-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN ENGAGEMENT LETTER FOR FINANCIAL AUDIT SERVICES WITH BOLINGER, SEGARS, GILBERT & MOSS, LLP FOR FISCAL YEAR ENDING SEPTEMBER 30, 2025; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City is required to audit the financial statements of the city and the component units for the year ending September 30, 2025.

WHEREAS, the City desires to secure the services of Bolinger, Segars Gilbert, Moss LLP for the fiscal year 2025 annual audit.

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

SECTION 1. The City Council hereby approves engagement letters between the City of Wolfforth and Bolinger, Segars Gilbert, Moss LLP for audit services for fiscal year 2025 attached to this Resolution as **Exhibit A**.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Wolfforth, Texas on this the 7th day of July, 2025.

Charles Addington, II, Mayor

ATTEST:

Terri Robinette, City Secretary

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

PHONE: (806) 747-3806

FAX: (806) 747-3815

8215 NASHVILLE AVENUE

LUBBOCK, TEXAS 79423-1954

June 18, 2025

City of Wolfforth and Component Units
P.O. Box 36
Wolfforth, Texas 79382

We submit the enclosed audit agreement for the year ended September 30, 2025. If the terms are acceptable, please have the agreement signed by a corporate officer and return one to us.

We appreciate the opportunity to continue as your auditor. If you have any questions or need additional information, please let us know.

Very truly yours,

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.

By: 

Tyler Canady, Partner

Enclosures

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.**CERTIFIED PUBLIC ACCOUNTANTS****PHONE: (806) 747-3806****FAX: (806) 747-3815****8215 NASHVILLE AVENUE****LUBBOCK, TEXAS 79423-1954**

June 18, 2025

City of Wolfforth and Component Units
P.O. Box 36
Wolfforth, Texas 79382

We are pleased to confirm our understanding of the services we are to provide for City of Wolfforth and Component Units (the City) for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Wolfforth and Component Units as of and for the year ended September 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited: See Attachment A.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and *Government Auditing Standards*, and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements: See Attachment A.

The general information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information: See Attachment A.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City of Wolfforth and Component Units and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

1. Management override of controls.
2. Improper revenue recognition due to fraud or error.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Controls

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes to the financial statements of the City of Wolfforth and Component Units in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

The audit documentation for this engagement is the property of Bolinger, Segars, Gilbert & Moss, L.L.P. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bolinger, Segars, Gilbert & Moss, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit December 2025 and to issue our reports no later than March 2026. Tyler Canady is the engagement partner and is responsible for supervising the engagement and signing the report, and whom any complaints or disputes should be directed.

The fee for these services will be \$36,000 including travel and other out-of-pocket costs such as report reproduction, word processing, postage, travel, copies, telephone, etc. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City of Wolfforth and Component Units. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

City of Wolfforth and Component Units
June 18, 2025
Page 7

We appreciate the opportunity to be of service to City of Wolfforth and Component Units and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.

By:



Tyler Canady, Partner

RESPONSE:

This letter correctly sets forth the understanding of City of Wolfforth and Component Units.

By: _____

Title: _____

Date: _____

Attachment A (Continued)**REQUIRED SUPPLEMENTARY INFORMATION (RSI)**

- Budgetary Comparison Information
- Schedule of Changes in Net Position Liability and Related Ratios - Texas Municipal Retirement System
- Related Ratios - Firemen's Relief Plan
- Schedule of Employer Contributions - Texas Municipal Retirement System
- Firemen's Relief and Retirement Fund Pension Plan
- OPEB Liability and Related Ratios
- Notes to Required Supplementary Information

SUPPLEMENTARY INFORMATION OTHER THAN RSI

- Combining Statements



Report on the Firm's System of Quality Control

October 31, 2023

To the Partners of Bolinger, Segars, Gilbert & Moss, LLP
and the Texas Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Bolinger, Segars, Gilbert & Moss, LLP (the firm) in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitation of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Governmental Auditing Standards*, compliance audits under the Single Audit Act, and audits of employee benefit plans.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Bolinger, Segars, Gilbert & Moss, LLP in effect for the year ended May 31, 2023, has been suitable designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Bolinger, Segars, Gilbert & Moss, LLP has received a peer review rating of *pass*.

MWH Group, P.C.

MWH Group, PC



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	July 7, 2025
ITEM TITLE:	Consider and take appropriate action on Public Improvement District #2 Annual Capital Assessment payment to Wolfforth Land Company
STAFF INITIATOR:	Terri Robinette, City Secretary

BACKGROUND:

The City of Wolfforth Public Improvement District #2, otherwise known as the Preston Manor PID, has three components. The first is for the Maintenance and Operations of the facilities and parks located within Preston Manor. That assessment is determined by the budget submitted by the PID#2 Advisory Board to the City Council for approval and then the M&O assessment is levied on each of lot.

A second component of the PID is the administration component. The amount of the administration assessment is also determined by the budget which includes costs such as legal services, LCAD collections services and contractual services with P3Works, our PID administrator for PID#2.

Today's agenda item involves the third component, the capital assessment. When the facilities and parks were built in Preston Manor and the PID#2 was created, a reimbursement obligation to the developer in the amount of \$5,157,222 was put in place to cover the initial cost of construction. That cost was amortized over 35 years with an interest rate of 3.5%. On some lots, especially those sold recently once Wolfforth Land Company owned the development, the capital portion was paid in full as lots sold. The remaining lots that did not prepay their total capital assessment in full, will continue to pay a yearly capital assessment until paid in full. That assessment is collected on our behalf by LCAD and the enclosed Collection Report details the total collected in capital assessments and due to the Developer, Wolfforth Land Company, for tax year 2024. That amount totals \$100,392.82 which is a 99.63% collection rate.

In total, over the 35-year amortization, \$5,157,222 plus 3.5% interest will be paid out to Wolfforth Land Company.

EXHIBITS:

P3 Work Memorandum: 2024 Annual Installments Collections Report

COUNCIL ACTION/STAFF RECOMMENDATION:

Approve Capital Assessment payment for tax year 2024 in the amount of \$100,392.82 to Wolfforth Land Company



MEMORANDUM

Date: June 9, 2025

To: City of Wolfforth

From: P3Works, LLC

Re: **Wolfforth PID No 2: 2024 Annual Installments Collections Report**

P3Works has reviewed the following documents distributed by Lubbock County regarding collections and delinquencies within **Wolfforth PID No. 2:**

- Lubbock CAD Tax Collections Detail Activity Report PCW- May 7, 2025

Total Assessments	
Property ID Count	471
Number of Property IDs with \$0.00 Assessment	15
Number of Property IDs Billed	456
Number of Property IDs Paid	435
Number of Property IDs Delinquent	6
Total Amount of Assessment Billed per approved SAP	\$555,115.65
Amount of Annual Installments of Assessments Billed by County	\$555,115.66
Total Amount of Assessment Collected	\$549,593.83
Amount Collected in Penalty and Interest ⁽¹⁾	\$734.92
Amount Still Due in O&M Assessments	\$5,148.99
Amount Still Due in Capital Assessments	\$372.84
Total Percentage of Assessment Collected	99.01%

O&M Assessments	
Amount of O&M Assessment Billed	\$ 454,350.00
Amount of O&M Assessment Collected	\$ 449,201.01
Amount of O&M Assessment Delinquent	\$ 5,148.99
Percentage of O&M Assessment Collected	98.87%

Capital Assessments		
Amount of Capital Assessment Billed	\$	100,765.66
Amount of Capital Assessment Collected	\$	100,392.82
Amount of Capital Assessment Delinquent	\$	372.84
Percentage of Capital Assessment Collected		99.63%
Amount of Principal and Interests Collected	\$	66,685.82
Amount of Administration Costs Collected	\$	32,476.00

AGENDA ITEM COMMENTARY



MEETING NAME: City Council
MEETING DATE: July 7th 2025
ITEM TITLE: Consider and take appropriate action on Payment Request #7 from Landmark Structures for the Alcove EST Construction
STAFF INITIATOR: Randy Hall

BACKGROUND:

Council, work completed by Landmark this Pay Request includes ground coatings crew mobilization, application of preliminary coatings, application of final coatings (Tenemec Paint), spotting orientation of graphics, and final graphic application. Anticipated work to be performed next pay request consists of tank air crew mobilization, hoisting the tank, installing roof and floor, and inspecting welds.

Landmark Structures Pay Request #7 has been received and is Attached as an exhibit to this item.

The Breakdown is as Follows:

- a. Original Contract Amount: \$4,852,000.00
- b. Work Performed this Pay Request: \$79,398.00
- c. Materials Stored: \$0.00
- d. Total Work Performed + Materials Stored: \$3,382,838.00
- e. Retainage: \$169,141.90
- f. Paid Previous Applications: \$3,138,268.00

Amount Due: (d-e-f) \$75,428.10

EXHIBITS:

Landmark Structures Pay Request #7 for The Alcove EST Construction.

Progress Photos.

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommend payment as requested.

TO OWNER/CLIENT:

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

PROJECT:

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

APPLICATION NO: 7**INVOICE NO: 7**

PERIOD: 05/26/25 - 06/25/25

Item # 4.

FROM CONTRACTOR:

Landmark Structures
1665 Harmon Rd
Fort Worth, Texas 76177

VIA ARCHITECT/ENGINEER:

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

OWNER'S CONTRACT NO:**CONTRACT DATE:**

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum	\$4,852,000.00
2.	Net change by change orders	\$39,700.00
3.	Contract Sum to date (Line 1 ± 2)	\$4,891,700.00
4.	Total completed and stored to date (Column G on detail sheet)	\$3,382,838.00
5.	Retainage:	
	a. 5.00% of completed work	\$169,141.90
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$169,141.90
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$3,213,696.10
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$3,138,268.00
8.	Current payment due:	\$75,428.10
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$1,678,003.90

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

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

CONTRACTOR: Landmark Structures

By: 

Date: 6/26/2025

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$75,428.10

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

ARCHITECT/ENGINEER:

By: 

Date: 6/30/2025

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

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 7

APPLICATION DATE: 6/25/2025

PERIOD: 05/26/25 - 06/25/25

Item # 4.

Contract Lines

A	B	C				D	E	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED		TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE
		UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD				
1	1.01 Bonds and Insurance	LS	1.0	\$140,900.00	\$140,900.00	\$140,900.00	\$0.00	\$140,900.00	100.00%	\$0.00	\$7,045.00
2	1.02 Engineering - Elevated Tank - Steel Tank	LS	1.0	\$96,500.00	\$96,500.00	\$96,500.00	\$0.00	\$96,500.00	100.00%	\$0.00	\$4,825.00
3	1.03 Engineering - Elevated Tank - Foundation / Basis	LS	1.0	\$90,700.00	\$90,700.00	\$90,700.00	\$0.00	\$90,700.00	100.00%	\$0.00	\$4,535.00
4	1.04 Engineering - Elevated Tank - Pedestal	LS	1.0	\$88,900.00	\$88,900.00	\$88,900.00	\$0.00	\$88,900.00	100.00%	\$0.00	\$4,445.00
5	1.07 Mobilize	LS	1.0	\$193,500.00	\$193,500.00	\$135,450.00	\$0.00	\$135,450.00	70.00%	\$58,050.00	\$6,772.50
6	1.09 Commissioning & Startup	LS	1.0	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,500.00	\$0.00
7	2.01 Erosion Control	LS	1.0	\$12,600.00	\$12,600.00	\$12,600.00	\$0.00	\$12,600.00	100.00%	\$0.00	\$630.00
8	2.02 Clearing /Grading/ Access road	LS	1.0	\$189,900.00	\$189,900.00	\$189,900.00	\$0.00	\$189,900.00	100.00%	\$0.00	\$9,495.00
9	2.04 Temporary Fence	LS	1.0	\$16,700.00	\$16,700.00	\$16,700.00	\$0.00	\$16,700.00	100.00%	\$0.00	\$835.00
10	2.06 Initial Site /Tank Surveying	LS	1.0	\$8,700.00	\$8,700.00	\$8,700.00	\$0.00	\$8,700.00	100.00%	\$0.00	\$435.00
11	3.03 Foundation - Excavation	LS	1.0	\$79,500.00	\$79,500.00	\$79,500.00	\$0.00	\$79,500.00	100.00%	\$0.00	\$3,975.00
12	3.05 Foundation - Spread Foundation	LS	1.0	\$166,600.00	\$166,600.00	\$166,600.00	\$0.00	\$166,600.00	100.00%	\$0.00	\$8,330.00
13	3.06 Foundation - Backfill Exterior	LS	1.0	\$29,600.00	\$29,600.00	\$29,600.00	\$0.00	\$29,600.00	100.00%	\$0.00	\$1,480.00
14	4.01 Concrete Pedestal - Lifts 1 / Crane / Scaffold	LS	1.0	\$300,700.00	\$300,700.00	\$300,700.00	\$0.00	\$300,700.00	100.00%	\$0.00	\$15,035.00
15	4.02 Concrete Pedestal - Lifts 2-3	PC	2.0	\$177,900.00	\$355,800.00	\$355,800.00	\$0.00	\$355,800.00	100.00%	\$0.00	\$17,790.00
16	4.03 Concrete Pedestal - Remaining Lifts 4-15	PC	12.0	\$56,900.00	\$682,800.00	\$682,800.00	\$0.00	\$682,800.00	100.00%	\$0.00	\$34,140.00
17	4.04 Concrete Pedestal - Tank Floor	LS	1.0	\$167,400.00	\$167,400.00	\$167,400.00	\$0.00	\$167,400.00	100.00%	\$0.00	\$8,370.00
18	4.05 Backfill Interior	LS	1.0	\$3,200.00	\$3,200.00	\$3,200.00	\$0.00	\$3,200.00	100.00%	\$0.00	\$160.00
19	5.01 Steel Tank - Materials - Plate/ Fabrication	LS	1.0	\$316,500.00	\$316,500.00	\$208,890.00	\$0.00	\$208,890.00	66.00%	\$107,610.00	\$10,444.50
20	5.03 Steel Tank - Erect - Ring Beam	LS	1.0	\$40,400.00	\$40,400.00	\$40,400.00	\$0.00	\$40,400.00	100.00%	\$0.00	\$2,020.00
21	5.04 Steel Tank - Erect - Cone	LS	1.0	\$130,200.00	\$130,200.00	\$130,200.00	\$0.00	\$130,200.00	100.00%	\$0.00	\$6,510.00
22	5.05 Steel Tank - Erect - Vertical Shell	LS	1.0	\$82,700.00	\$82,700.00	\$82,700.00	\$0.00	\$82,700.00	100.00%	\$0.00	\$4,135.00
23	5.07 Steel Tank - Appurtenances	LS	1.0	\$45,700.00	\$45,700.00	\$45,700.00	\$0.00	\$45,700.00	100.00%	\$0.00	\$2,285.00
24	5.08 Steel Tank - Erect - Hoist	LS	1.0	\$30,800.00	\$30,800.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,800.00	\$0.00
25	5.09 Steel Tank - Erect - Floor	LS	1.0	\$3,400.00	\$3,400.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,400.00	\$0.00
26	5.10 Steel Tank - Erect - Roof	LS	1.0	\$94,600.00	\$94,600.00	\$0.00	\$0.00	\$0.00	0.00%	\$94,600.00	\$0.00
27	6.03 Steel Tank - Field Coating - Ground Phase	LS	1.0	\$120,300.00	\$120,300.00	\$0.00	\$79,398.00	\$79,398.00	66.00%	\$40,902.00	\$3,969.90
28	6.04 Steel Tank - Field Coating - Air Phase	LS	1.0	\$80,200.00	\$80,200.00	\$0.00	\$0.00	\$0.00	0.00%	\$80,200.00	\$0.00
29	6.10 Concrete Pedestal - Blast	LS	1.0	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,500.00	\$0.00
30	7.01 Mechanical - Base - Piping	LS	1.0	\$37,400.00	\$37,400.00	\$37,400.00	\$0.00	\$37,400.00	100.00%	\$0.00	\$1,870.00
31	7.02 Mechanical - Pedestal - Riser Piping	LS	1.0	\$113,800.00	\$113,800.00	\$113,800.00	\$0.00	\$113,800.00	100.00%	\$0.00	\$5,690.00
32	7.04 Mechanical - Chamber - Valves / Piping	LS	1.0	\$76,500.00	\$76,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$76,500.00	\$0.00
33	7.05 Mechanical - Chamber - Plumbing	LS	1.0	\$15,900.00	\$15,900.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,900.00	\$0.00
34	8.01 Concrete Pedestal - Ladders / Landings	LS	1.0	\$78,400.00	\$78,400.00	\$78,400.00	\$0.00	\$78,400.00	100.00%	\$0.00	\$3,880.00
35	8.02 Steel Tank - Hatches / Vents	LS	1.0	\$11,900.00	\$11,900.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,900.00	\$0.00

A	B	C				D	E	G		H	Item # 4.
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED		TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE
		UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD				
36	8.03 Antenna and Cable Supports	LS	1.0	\$4,400.00	\$4,400.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,400.00	\$0.00
37	8.04 Mixing System	LS	1.0	\$18,100.00	\$18,100.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,100.00	\$0.00
38	9.01 Slab on Grade	LS	1.0	\$8,400.00	\$8,400.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,400.00	\$0.00
39	9.04 Doors	LS	1.0	\$18,300.00	\$18,300.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,300.00	\$0.00
40	10.04 Electrical / SCADA	LS	1.0	\$366,000.00	\$366,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$366,000.00	\$0.00
41	10.05 Lightning Protection/ Ground Conductors	LS	1.0	\$4,400.00	\$4,400.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,400.00	\$0.00
42	10.06 Cathodic Protection	LS	1.0	\$35,300.00	\$35,300.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,300.00	\$0.00
43	11.01 Watermain	LS	1.0	\$174,700.00	\$174,700.00	\$0.00	\$0.00	\$0.00	0.00%	\$174,700.00	\$0.00
44	12.01 Concrete / Asphalt Paving	LS	1.0	\$23,600.00	\$23,600.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,600.00	\$0.00
45	12.02 Fence and Gates	LS	1.0	\$97,800.00	\$97,800.00	\$0.00	\$0.00	\$0.00	0.00%	\$97,800.00	\$0.00
46	12.03 Seed / Sod / Hydromulch	LS	1.0	\$32,200.00	\$32,200.00	\$0.00	\$0.00	\$0.00	0.00%	\$32,200.00	\$0.00
47	12.05 Splash Pad/ Gen Pad/ Bollards	LS	1.0	\$7,100.00	\$7,100.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,100.00	\$0.00
48	13.01 Bid Item 2 Trench Safety	LS	1.0	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
49	13.02 Bid Item 3 Tank Demo 1	LS	1.0	\$74,500.00	\$74,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$74,500.00	\$0.00
50	13.03 Bid Item 4 Tank Demo 2	LS	1.0	\$74,500.00	\$74,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$74,500.00	\$0.00
TOTALS:				\$4,852,000.00	\$4,852,000.00	\$3,303,440.00	\$79,398.00	\$3,382,838.00	69.72%	\$1,469,162.00	\$169,141.90

Change Orders

A	B	C				D	E	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED		TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE
		UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD				
51	PCCO#001										
51.1	Logo x 4		4.0	\$9,925.00	\$39,700.00	\$0.00	\$0.00	\$0.00	0.00%	\$39,700.00	\$0.00
TOTALS:				\$39,700.00	\$39,700.00	\$0.00	\$0.00	\$0.00	0.00%	\$39,700.00	\$0.00

Grand Totals

A	B	C	D	E	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE
			PRIOR APPLICATION	THIS PERIOD				
GRAND TOTALS:		\$4,891,700.00	\$3,303,440.00	\$79,398.00	\$3,382,838.00	69.15%	\$1,508,862.00	\$169,141.90

1854 - PR #07 – June Back-Up Documents

Project Schedule

ID	rm_Siz	Task Name	% Complete	Work Duration	Start	Finish	Constraint Type	Nov	Dec	Qtr 1, 2025	Jan	Feb	Mar	Qtr 2, 2025	Apr	May	Jun	Qtr 3, 2025	Jul	Aug	Sep	Qtr 4, 2025	Oct	Nov	Dec
1		OWNER CONTRACT	1%	390 d	Mon 12/2/24	Fri 12/26/25	Start No Earlier Than																		
2		NOTICE TO PROCEED (NTP)	0%	330 d	Mon 12/2/24	Mon 10/27/25	Start No Earlier Than	Dec 2 '24																Oct 27 '25	
3		SUBSTANTIAL COMPLETION (Contract Milestone)	100%	8 d	Tue 10/21/25	Tue 10/28/25	Finish No Earlier Than																Oct 21 '25	Oct 28 '25	
4		FINAL COMPLETION (Contract Milestone)	100%	0 d	Fri 12/26/25	Fri 12/26/25	Finish No Earlier Than																		Dec 26 '25
5		REVISED SUBSTANTIAL COMPLETION (Approved PCCO)	0%	20 d	Wed 10/29/25	Mon 11/17/25	Start No Earlier Than																Oct 29 '25	Nov 17 '25	
6		REVISED FINAL COMPLETION (Approved PCCO)	0%	20 d	Sat 12/27/25	Thu 1/15/26	Start No Earlier Than																		Dec 27 '25
7		COMPOSITE SCHEDULE	0%	330 d	Mon 12/2/24	Mon 10/27/25	As Soon As Possible																		
8		SITWORK	0%	14 d	Mon 12/2/24	Sun 12/15/24	Start No Earlier Than	Dec 2 '24	Dec 15 '24																
9		FOUNDATION	0%	36 d	Sun 12/15/24	Sun 1/19/25	Start No Earlier Than	Dec 15 '24		Jan 19 '25															
10		PEDESTAL/STRIP OUT	0%	117 d	Mon 1/20/25	Fri 5/16/25	Start No Earlier Than			Jan 20 '25															
11		TANK AT GRADE	0%	45 d	Tue 4/22/25	Thu 6/5/25	Start No Earlier Than							Apr 22 '25			May 16 '25								
12		PAINT AT GRADE	0%	39 d	Mon 6/9/25	Thu 7/17/25	Start No Earlier Than										Jun 9 '25			Jul 17 '25					
13		TOP OUT	0%	54 d	Wed 7/9/25	Sun 8/31/25	Start No Earlier Than											Jul 9 '25							
14		PAINT IN AIR	0%	20 d	Thu 9/4/25	Tue 9/23/25	Start No Earlier Than												Sep 4 '25			Sep 23 '25			
15		SITE ELECTRICAL	0%	28 d	Wed 10/15/25	Tue 11/11/25	Start No Earlier Than													Oct 15 '25			Nov 11 '25		
16		SITE UTILITY	0%	15 d	Thu 8/8/24	Thu 8/22/24	Start No Earlier Than																		
17		FINISH OUT	0%	70 d	Tue 8/26/25	Mon 11/3/25	Start No Earlier Than													Aug 26 '25				Nov 3 '25	
18		COMMISSION	0%	8 d	Mon 11/10/25	Mon 11/17/25	Start No Earlier Than																Nov 10 '25	Nov 17 '25	
19		SUBSTANTIAL COMPLETION	0%	8 d	Mon 11/10/25	Mon 11/17/25	Start No Earlier Than																Nov 10 '25	Nov 17 '25	
20		ENGINEERING	0%	0 d	Mon 12/2/24	Mon 12/2/24	As Soon As Possible	Dec 2 '24																	
21		Design Basis and Calculation	0%	0 d	Mon 12/2/24	Mon 12/2/24	Start No Earlier Than	Dec 2 '24																	
22		Foundation Drawing Set	0%	0 d	Mon 12/2/24	Mon 12/2/24	Start No Earlier Than	Dec 2 '24																	
23		Pedestal Drawing Set	0%	0 d	Mon 12/2/24	Mon 12/2/24	Start No Earlier Than	Dec 2 '24																	
24		Steel Tank Drawing Set	0%	0 d	Mon 12/2/24	Mon 12/2/24	Start No Earlier Than	Dec 2 '24																	
25		CONSTRUCTION	0%	351 d	Mon 12/2/24	Mon 11/17/25	As Soon As Possible	Dec 2 '24																	Nov 17 '25
26		SITE DEVELOPMENT	0%	15 d	Mon 12/2/24	Mon 12/16/24	As Soon As Possible	Dec 2 '24	Dec 16 '24																
27		Clear and Grub Site	0%	5 d	Mon 12/2/24	Fri 12/6/24	As Soon As Possible	Dec 2 '24	Dec 6 '24																
28		Tank Access Road	0%	10 d	Sat 12/7/24	Mon 12/16/24	As Soon As Possible	Dec 7 '24	Dec 16 '24																
29		FOUNDATION	0%	14 d	Tue 12/17/24	Mon 12/30/24	As Soon As Possible	Dec 17 '24	Dec 30 '24																
30		Foundation Excavation	0%	3 d	Tue 12/17/24	Thu 12/19/24	As Soon As Possible	Dec 17 '24	Dec 19 '24																
31		Rebar Installation	0%	10 d	Fri 12/20/24	Sun 12/29/24	As Soon As Possible	Dec 20 '24	Dec 29 '24																
32		Base Mechanical	0%	2 d	Thu 12/26/24	Fri 12/27/24	As Soon As Possible	Dec 26 '24	Dec 27 '24																
33		Place Concrete	0%	1 d	Sun 12/29/24	Mon 12/30/24	As Soon As Possible	Dec 29 '24	Dec 30 '24																
34		Tank Backfill	0%	0 d	Mon 12/30/24	Mon 12/30/24	As Soon As Possible	Dec 30 '24																	
35		PEDESTAL	0%	82 d	Mon 1/20/25	Fri 4/11/25	As Soon As Possible																		
36		Pedestal - Crew Mobilization	0%	0 d	Mon 1/20/25	Mon 1/20/25	As Soon As Possible			Jan 20 '25															
37		Pedestal Lifts 1-2	0%	10 d	Mon 2/10/25	Wed 2/19/25	Finish No Earlier Than			Feb 10 '25	Feb 19 '25														
38		Pedestal Lifts 3-7	0%	50 d	Thu 2/20/25	Thu 4/10/25	Finish No Earlier Than			Feb 20 '25															
39		Dome Construction	0%	10 d	Fri 4/11/25	Sun 4/20/25	Start No Earlier Than							Apr 11 '25	Apr 20 '25										
40		Strip-out - Ladders, Landings & Riser Pipes	0%	22 d	Sat 4/26/25	Sat 5/17/25	As Soon As Possible							Apr 26 '25	May 17 '25										
41		TANK ERECTION - GROUND PHASE	0%	45 d	Sun 4/20/25	Wed 6/4/25	As Soon As Possible																		
42		Tank Ground - Crew Mobilization	0%	0 d	Tue 4/22/25	Tue 4/22/25	As Soon As Possible							Apr 22 '25											
43		Phase 1 Steel Tank Erection	0%	45 d	Tue 4/22/25	Thu 6/5/25	As Soon As Possible							Apr 22 '25			Jun 5 '25								
44		Tank Ground Erection Complete	0%	0 d	Thu 6/5/25	Thu 6/5/25	As Soon As Possible										Jun 5 '25								
45		COATINGS - GROUND PHASE	0%	39 d	Mon 6/9/25	Thu 7/17/25	As Soon As Possible																		
46		Ground Coatings - Crew Mobilization	0%	0 d	Mon 6/9/25	Mon 6/9/25	As Soon As Possible										Jun 9 '25								
47		Phase 1 Ground Coatings	0%	61 d	Mon 6/9/25	Fri 8/8/25	As Soon As Possible										Jun 9 '25								
48		Logo Spotting	0%	0 d	Fri 7/25/25	Fri 7/25/25	As Soon As Possible																		
49		Ground Coatings Complete	0%	0 d	Fri 8/8/25	Fri 8/8/25	As Soon As Possible													Jul 25 '25			Aug 8 '25		
50		TANK ERECTION - AIR PHASE	0%	46 d	Wed 7/9/25	Sat 8/23/25	As Soon As Possible																		
51		Tank Air - Crew Mobilization	0%	1 d	Wed 7/9/25	Wed 7/9/25	Start No Earlier Than													Jul 9 '25	Jul 9 '25				
52		Tank Hoist	0%	3 d	Mon 7/14/25	Wed 7/16/25	Start No Earlier Than													Jul 14 '25	Jul 16 '25				
53		Install Roof and Floor	0%	38 d	Thu 7/17/25	Sat 8/23/25	As Soon As Possible													Jul 17 '25			Aug 23 '25		
54		Tank Air Erection Complete	0%	0 d	Sat 8/23/25	Sat 8/23/25	As Soon As Possible																		
55		COATINGS - AIR PHASE	0%	20 d	Thu 9/4/25	Tue 9/23/25	As Soon As Possible																		
56		Air Coatings - Crew Mobilization	0%	2 d	Thu 9/4/25	Fri 9/5/25	As Soon As Possible																		
57		Phase 2 Coatings	0%	17 d	Sat 9/6/25	Mon 9/22/25	As Soon As Possible													Sep 6 '25	Sep 23 '25			Sep 22 '25	
58		Air Coatings Complete	0%	1 d	Tue 9/23/25	Tue 9/23/25	As Soon As Possible																	Sep 23 '25	
59		FINISH OUT	0%	40 d	Wed 9/24/25	Mon 11/3/25	As Soon As Possible																		
60		Finishout - Crew Mobilization	0%	22 d	Mon 9/29/25	Mon 10/20/25	As Soon As Possible																		
61		Slab on Grade	0%	0 d	Wed 10/1/25	Wed 10/1/25	As Soon As Possible																		
62		Interior Piping	0%	0 d	Wed 10/1/25	Wed 10/1/25	As Soon As Possible																		
63		Site Electrical	0%	10 d	Wed 9/24/25	Fri 10/3/25	As Soon As Possible																		
64		Tank Electrical	0%	15 d	Mon 10/6/25	Mon 10/20/25	Start No Earlier Than																		
65		SCADA	0%	10 d	Thu 10/16/25	Sat 10/25/25	As Soon As Possible																		
66		Site Grading and Restoration	0%	0 d	Mon 11/3/25	Mon 11/3/25	Start No Earlier Than																		
67		Fence	0%	0 d	Mon 11/3/25	Mon 11/3/25	As Soon As Possible																		
68		Concrete Driveway	0%	0 d	Mon 11/3/25	Mon 11/3/25	As Soon As Possible																		
69		COMMISSIONING	0%	8 d	Mon 11/10/25	Mon 11/17/25	As Soon As Possible																		
70		Disinfect & Fill Tank	0%	8 d	Mon 11/10/25	Mon 11/17/25	Start No Earlier Than																		
71		Bac-T and Place In-Service	0%	0 d	Mon 11/17/25	Mon 11/17/25	As Soon As Possible																		
72		COMPLETION	0%	60 d	Tue 10/28/25	Fri 12/26/25	As Soon As Possible																		
73		Anticipated Substantial Completion	0%	0 d	Mon 11/17/25	Mon 11/17/25	Start No Earlier Than																		
74		Punchlist Completion / Demo Old Tanks	0%	60 d	Mon 11/17/25	Thu 1/15/26	As Soon As Possible																		
75		Anticipated Final Completion	0%	0 d	Thu 1/15/26	Thu 1/15/26	As Soon As Possible																		

Progress Photos















AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	July 7, 2025
ITEM TITLE:	Consider and take appropriate action on Resolution No. 2025-027, authorizing execution of an agreement with Newgen Strategies for rate and fee structure analysis.
STAFF INITIATOR:	Randy Criswell, City Manager

BACKGROUND:

Roughly two years ago you approved a proposal from Newgen Strategies to provide analysis and recommendations for user fees. The most important project at the time was water rates and water impact fees as we worked on the implementation of our Capital Improvements Plan phase 1. As you may recall, the process of developing and implementing those water impact fees was an extensive process that took about a year longer than originally anticipated. Through that process, Newgen was a critical partner.

I've asked Newgen for a new proposal to provide continued analysis and recommendations for us for the following user fees:

- Water rates. As the Lubbock North Interconnect and the Loop 88 Water Supply projects approach completion sometime prior to the end of 2025, rates must be evaluated to ensure we're capable of meeting the costs of those additional supplies as well as the continued debt service that is associated with those projects.
- Sewer rates. I anticipate that sometime in FY 2026 we will start construction on some of our long-term sewer projects. These will be debt serviced projects with a commitment from sewer revenues to meet those debt requirements.
- Sanitation rates are also on my list, but we'll see a proposal for those at a later date.

A copy of the proposal is attached as an exhibit. The not-to-exceed cost for the Water-Wastewater fee study is \$27,500. I recommend we move forward. A Resolution has been prepared for this purpose.

EXHIBITS:

Resolution

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends approval of the Resolution

RESOLUTION NO. 2025-027

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS
AUTHORIZING EXECUTION OF AN AGREEMENT WITH NEWGEN STRATEGIES FOR A
RATE AND FEE STRUCTURE ANALYSIS; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council desires to authorize execution of an agreement with NewGen strategies for a rate and fee structure analysis

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

SECTION 1. The City Council hereby authorizes the execution of an agreement with NewGen strategies for a rate and fee structure analysis attached to this Resolution as **Exhibit A.**

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Wolfforth, Texas on this the 7th day of July 2025.

Charles Addington, II, Mayor

Terri Robinette, City Secretary



275 W. Campbell Rd.
Suite 440
Richardson, TX 75080
Phone: (972) 680-2000

July 3, 2025

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

Subject: Water and Wastewater Rate Study Update

Dear Mr. Criswell:

Based on our conversations, NewGen Strategies and Solutions, LLC (NewGen) is pleased to provide this proposal to assist the City of Wolfforth (City) in conducting an update to the City's Water and Wastewater Rate Study (Rate Study).

The goal of the rate analysis will be to prepare a five-year forecast of water and wastewater revenue requirements and accompanying rate scenarios which will meet the City's revenue recovery objectives.

The Project Team for this effort will be led by Mr. Chris Ekrut, who has previously assisted the City relative to the pricing of Water and Wastewater service. Mr. Chris Ekrut is a founding partner of NewGen and currently serves as the firm's Chief Financial Officer. Mr. Ekrut has been providing consulting services since 2004, with the majority of his client-related projects focused on the pricing of services and developing rates and impact fees for municipal utility systems.

PROJECT WORK PLAN

To perform the requested study, the Project Team proposes the following work plan. This work plan closely follows the approaches and methodologies utilized by NewGen's Project Team members in all of their water and wastewater cost of service and rate design studies. Therefore, the City can be assured that the work plan proposed by NewGen has been tested and proven in numerous studies across the state and nation. It is understood that, if selected, the Project Team will refine, customize, and finalize the work plan with the City upon award of the project.

NewGen maintains a strong and active presence before the State of Texas' rate regulatory authorities and is routinely requested to provide expert opinions on rate matters by legal counsels representing clients throughout the State of Texas. For NewGen to maintain its reputation and presence within the regulatory environment, our product must be of such quality to withstand intense scrutiny. The product(s) developed by NewGen for this engagement will withstand such scrutiny.

Unless otherwise specified or requested by the City, all meetings discussed throughout the work plan, with the exception of those involving the City Council, will take place virtually. NewGen utilizes a variety of tools to conduct virtual meetings and will work with the City to determine the best technology platform for all parties. It is anticipated that all meetings with the City Council will be conducted in person. To the extent the City desires a more cost-effective study, Council meetings can be conducted virtually, which will assist in reducing the overall project cost.

Mr. Randy Criswell

July 3, 2025

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Water and Wastewater Rate Study

Task 1 – Supplemental Data Request

At the outset of the project, the Project Team will request the data needed to begin the review and evaluation of the City's water and wastewater rates. This data will include, but is not limited to, operating, financial, management, policy, and ordinance data.

Task 2 – Initial Data and Information Assessment

Once the City has submitted the initially requested data, the data will be reviewed for further discussion and clarification. Throughout the course of the rate analysis, data received by the Project Team will be sampled and tested for accuracy. The sampling and testing of data are imperative in regard to the billing data used to set rates. In all of our rate study engagements, NewGen conducts a thorough review and testing of the billing data queries provided by our clients. It is essential in the development of proper cost allocations and reliable revenue projections that the billing data be as accurate as possible. NewGen will work closely with the City's billing staff and/or software provider to extract the appropriate billing data. In addition, the Project Team will conduct informal interviews with City staff as necessary during our review of the historical data to ensure that the Project Team understands the information provided.

Task 3 – Project Kickoff Meeting

During the kickoff meeting specific to Phase I, the Project Team will also officially kickoff the rate analysis and will discuss the data received in Task 2 to clarify information received and to seek answers to any outstanding questions.

In addition, the project kickoff meeting will allow for the Project Team to gain a better understanding of the City's desired goals and objectives, as well as expectations. As part of the kickoff meeting, the Project Team members will also discuss:

- Political and customer views/opinions of current rates,
- Capital/operational demand changes anticipated over the study's forecasted period,
- Initial rate design pricing objectives, and
- Initial strategies for implementing/communicating possible rate changes.

Task 4 – Determination of Test-Year Revenue Requirements

Revenue requirements will be developed for the water, wastewater, and solid waste studies using the accepted cash needs approach. The cash needs approach closely follows municipal budgeting practices and incorporates a utility's operation and maintenance costs, debt service and bond coverage requirements, cash funded capital outlays, reserve requirements, and transfers. Specifically for the City, the revenue requirement will include the City's operational costs adjusted to reflect normal service conditions, current and future anticipated principal and interest payments, current and future cash capital outlays, future capital funding needs (including the impact of inflation on construction cost), and pass-through charges for wholesale service.

In developing the revenue requirements, the Project Team will assess and project each utility's cost of service by analyzing each utility's historical costs, the current budget year, any forecasts made for future fiscal years, and any debt service ratio or bond covenant requirements. The Project Team will develop a

Mr. Randy Criswell

July 3, 2025

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test-year cost of service for each utility. A test-year is a common term in rate studies that refers to an adjusted fiscal year cost that will be used as a basis for setting rates. The test-year cost of service will be adjusted by non-rate revenue sources to develop the test-year revenue required from utility rates.

Task 5 – Forecast of Revenue Requirements

Using the test-year developed in Task 4, the Project Team will begin the development of a five-year revenue requirement forecast. As necessary, interviews with City staff may be conducted to gather additional data to complete this task. During this task, it is crucial to thoroughly analyze the assumptions used in projecting the revenue requirements. These assumptions may include, but may not be limited to, growth rate, inflation rates, regulatory changes, conservation, increase in contractual obligations, and capital improvements. These assumptions will be supported by standard industry forecasting practices and available indices. In addition, support will come from the City's applicable master plan studies and current infrastructure ratings.

The Project Team will work closely with City staff to examine the City's planned method of financing future capital improvements (e.g. cash, debt, grants) and the financing methods' impact on retail rates, operating and capital reserve targets, and debt coverage requirements, as well as examine anticipated operational and/or staffing changes over the five-year forecast. The five-year revenue requirement will serve as the basis for the development of the financing plan to meet projected capital improvement expenditures.

Task 6 – Determination of Realizable Revenue at Current Rates

The results of this task will provide the data to properly evaluate the magnitude of overall increases as well as provide the Project Team with the ability to compare the actual cost to provide utility service with the anticipated billed revenues of the utility. In the revenue determination, adjustments will be made to the historical billing data to reflect normalized weather conditions and usage. This task will also provide a "check" of the data provided by City staff.

Task 7 – Development of Rate Design

In the formulation of a rate and fee design plan, a clear and distinct understanding of the City's overall goals and objectives should serve as the foundation for the development of options since rate and fee design enables the utility to meet its service pricing objectives. Pricing objectives could include, but would not be limited to, the following:

- | | |
|----------------------------|---------------------------------|
| ■ Cost of Service Recovery | ■ Ease of Administration |
| ■ Revenue Stability | ■ Regional Competitive Position |
| ■ Affordability | ■ Conservation |
| ■ Equity | ■ Economic Development |

Members of the Project Team will meet with City staff to discuss the potential rate design alternatives that meet the City's pricing goals and objectives. From these discussions, the Project Team will develop defensible rate structures that are reflective of industry accepted practices and procedures and rate regulations within the State of Texas, and which balance the recovery of revenue between base rates and volumetric rates on an equitable basis.

Mr. Randy Criswell

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Task 8 – Determination of Realizable Revenue with Rate Adjustments

The Project Team will analyze and compare the revenues forecasted to be generated under designed rate structures, by customer class, to determine the adequacy of the designed rate structures to meet the City's financial goals, including bond coverage requirements and operating and capital reserves. To the extent the designed rates are projected to be inadequate, appropriate rate adjustments for each class will be calculated. In the revenue determination, adjustments will be made to the historical billing data to reflect normalized weather conditions and usage. In addition, the monthly impact of rate adjustments on customer bills under the designed rate structures will be examined.

Task 9 – Rate Comparison Review

The Project Team will compare the City's current and adjusted utility rates to utility rates of municipal utilities of similar size, demographics, and operational characteristics so as to provide an estimation of the City's comparable and competitive position.

After completing Task 9, members of the Project Team will conduct a briefing presentation with City staff to discuss the results of the rate design analysis. These discussions will include the development of the strategy(ies) to communicate and institute any significant rate changes.

Task 10 – Draft Letter Report Preparation

The Project Team will develop a draft letter report summarizing findings, conclusions, and recommendations of the water and wastewater rate study. The report will include all methodologies, assumptions, and calculations, and a background section that includes all data used in the determinations made in the study. The Project Team is committed to ensuring that the City thoroughly understands the recommendations in the draft report and will be available to discuss findings, answer questions, and receive input. The Project Team will ensure that City staff have sufficient time to address their concerns and/or questions prior to finalizing the report.

Task 11 – Final Letter Report Preparation and Presentation

Upon receipt of comments from City staff, the Project Team will make appropriate changes and provide the City with the final report. After completion of the final report, the Project Team will assist the City in the presentation of the results of the water and wastewater rate study to various stakeholders, including presenting the study's findings, conclusions, and recommendations to the City Council.

COST OF SERVICES

Based on the work plan outlined herein, the Project Team agrees to perform the Water and Wastewater Rate Study update for a not-to-exceed price of \$27,500, inclusive of out-of-pocket expenses incurred at cost. As services are requested and performed, NewGen will invoice the City on a monthly basis for actual hours worked at our then applicable hourly billing rates, plus out-of-pocket expenses incurred at cost.

Additional Services

Services requested outside the above scope of services will be provided based on time and expenses incurred. NewGen's hourly billing rates, effective through December 31, 2025, are as follows:

Mr. Randy Criswell
July 3, 2025
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Item # 5.

NewGen Strategies and Solutions
2025 Billing Rates

Position	Hourly Billing Rate
Partner	\$280 – \$440
Principal	\$275 – \$440
Senior Manager	\$240 – \$295
Manager	\$200 – \$240
Senior Consultant	\$185 – \$200
Consultant	\$175 – \$185
Administrative Services	\$135

Note: Billing rates are subject to change based on annual reviews and salary increases.

OTHER TERMS AND CONDITIONS

This agreement is subject to cancellation by the City with thirty (30) days prior written notice provided to NewGen. In the event of cancellation, all labor and expense charges incurred by NewGen through the date of cancellation will be considered due at the time notice of cancellation is delivered, regardless of work product and/or engagement status.

All payments made under this engagement should be remitted to:

NewGen Strategies and Solutions, LLC
275 W. Campbell Rd, Suite 440
Richardson, Texas 75080

By executing this letter, you agree that the services rendered by NewGen will be performed in accordance with instructions or specifications received by the City and will be provided with the degree of skill and judgment exercised by recognized professionals performing services of similar nature and consistent with the applicable industry best practices. You further agree that compensation for services rendered will be provided to NewGen regardless of the final outcome of the engagement.

Additionally, all parties mutually agree that during the term of this Agreement and for a period of one (1) year after any termination, the parties agree not to solicit the other entities’ employees related to this Agreement. This clause does not apply where an employee seeks employment in response to an advertisement placed into the public domain for a specific position or other general recruitment activities.

Mr. Randy Criswell
July 3, 2025
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Again, NewGen appreciates the opportunity to propose our assistance to the City of Wolfforth, and we look forward to continuing our relationship with the City. We stand ready to answer any questions or provide any additional information the City may need as you evaluate moving forward with this important project. If you should have any questions regarding this letter and/or require additional information, please contact me at cekrut@newgenstrategies.net or (972) 232-2234.

Very truly yours,

NewGen Strategies and Solutions, LLC

Signed by:

FB62F346CFA8440...
Chris D. Ekrut
Partner, CFO

Project Authorization

Signed _____ Printed _____
Title _____ Date _____



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	July 7, 2025
ITEM TITLE:	Consider and take appropriate action on Budget Workshop #2.
STAFF INITIATOR:	Randy Criswell, City Manager

BACKGROUND:

At the time of the preparation of this item, we continue to evaluate budget requests and financial standing. I look forward to our discussion on Monday.

EXHIBITS:**COUNCIL ACTION/STAFF RECOMMENDATION:**