



# CITY COUNCIL MEETING

May 18, 2026 at 6:00 PM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

## AGENDA

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### **CALL MEETING TO ORDER**

**INVOCATION - Councilmember Stout**

**PLEDGE OF ALLEGIANCE - Mayor Pro Tem McDonald**

**ROLL CALL AND ESTABLISH A QUORUM**

**SAFETY REVIEW**

**CITIZEN ENGAGEMENT**

This is an opportunity for the public to address the City Council regarding an item on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing begins. Citizen comments are limited to three (3) minutes per speaker, unless the speaker requires the assistance of a translator, in which case the speaker is limited to six (6) minutes, in accordance with applicable law. Each speaker shall approach the designated speaker location, complete the citizen engagement sign-in sheet and state his/her name and city of residence before speaking. Speakers shall address the City Council with civility that is conducive to appropriate public discussion. Speakers can address only the City Council and not individual city officials or employees. The public cannot speak from the gallery but only from the designated speaker location.

**CONSENT AGENDA #1**

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

- 1.** Consider and take appropriate action on City Council Meeting Minutes from May 4, 2026.

**CONSENT AGENDA #2**

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

- [2.](#) Consider and take appropriate action on Payment Request #13 from UCA for the Lubbock North Interconnect Construction
- [3.](#) Consider and take appropriate action on Payment Request from UCA for the Iron Horse Well Connection Line.

## **REGULAR SESSION**

- [4.](#) Consider and take appropriate action on Resolution 2026-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN AGREEMENT WITH ROYCE WITTIE FOR MUNICIPAL COURT JUDGE SERVICES; AND PROVIDING AN EFFECTIVE DATE

- [5.](#) Consider and take appropriate action on Resolution 2026-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN AGREEMENT WITH JANET MATTHEWS FOR MUNICIPAL COURT ASSOCIATE JUDGE SERVICES; AND PROVIDING AN EFFECTIVE DATE

- [6.](#) Oath of Office - Municipal Court Judge and Municipal Court Associate Judge

- [7.](#) Consider and take appropriate action on appointments to the Economic Development Corporation, Planning and Zoning Commission, Tax Increment Reinvestment Zone and Board of Adjustment

- [8.](#) Consider and take appropriate action on the use of Hotel Occupancy Tax funds to support the arts and festivals events associated with the City of Wolfforth.

- [9.](#) Consider and take appropriate action on report from staff regarding Wolfforth PD and future training facility needs

- [10.](#) PUBLIC HEARING: Conduct a public hearing on a zoning change from R-1 to C-3 for Northeast corner of CR 1300 & CR 7300 at BLK D6 SEC 31 AB 435 TR H ACS AC: 17.00 acres.

*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.*

11. Consider and take appropriate action on Ordinance 2026-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE ZONING MAP AS IT RELATES TO PROPERTY KNOWN AS BLK D6 SEC 31 AB 435 TR H AC: 17.00, WOLFFORTH, LUBBOCK COUNTY, TEXAS, BY AMENDING THE ZONING DESIGNATION from R1 to C-3; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES AND PORTIONS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

12. Consider and take appropriate action on final plat for Cityside Business Park Tract 3 and 4.

13. Consider and take appropriate action on recommendation from consultant Matt Giese for architectural services as solicited in Request for Qualifications 2026-004

14. Consider and take appropriate action on Ordinance 2026-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH GRANTING TO SOUTH PLAINS ELECTRIC COOPERATIVE, INC. (“SPEC”) THE RIGHT, PRIVILEGE AND FRANCHISE TO CONDUCT WITHIN THE CITY OF WOLFFORTH, TEXAS, AN ELECTRICAL LIGHTING AND POWER BUSINESS; PROVIDING THAT THIS FRANCHISE SHALL BE EFFECTIVE FOR A PERIOD OF TWENTY (20) YEARS COMMENCING MAY 18, 2026; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; MAKING MISCELLANEOUS PROVISIONS RELATIVE TO THIS GRANT OF FRANCHISE.

15. City Council Budget Work Session #1 for FY 2027 Budget

## **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:

- 16.** 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 (i) City Consultants
- 17.** 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 May 12, 2026

/s/ Terri Robinette, City Secretary



# CITY COUNCIL MEETING

May 04, 2026 at 6:00 PM

WolfForth City Hall - 302 Main Street WolfForth, TX

## MINUTES

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### CALL MEETING TO ORDER

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

### INVOCATION - Mayor Addington

### PLEDGE OF ALLEGIANCE - Councilmember Stout

### ROLL CALL AND ESTABLISH A QUORUM

#### PRESENT

Mayor Charles Addington

Councilmember Place 1 David Cooper

Councilmember Elect Robert Salazar

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.

*(unapproved draft)*

Speakers can address only the City Council and not individual city officials or employees. The public cannot speak from the gallery but only from the designated speaker location.

There were no public comments.

## **RECOGNITION AND PROCLAMATIONS**

1. National Public Works Week - May 17-23, 2026

### **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 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

2. Consider and take appropriate action on City Council Meeting Minutes from April 20 and April 27, 2026
3. Consider and take appropriate action on March 2026 Departmental Reports
4. Consider and take appropriate action on Resolution 2026-019

A RESOLUTION OF THE CITY OF WOLFFORTH, TEXAS, APPROVING THE INVESTMENT PORTFOLIO SUMMARY FOR THE QUARTER ENDED MARCH 31, 2026 AND PROVIDING AN EFFECTIVE DATE.

5. Consider and take appropriate action on Resolution 2026-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, ACCEPTING RIGHT-OF-WAY (ROW) DEDICATION OF PORTIONS OF ALCOVE AVENUE FROM UNITED SUPERMARKETS, 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.

*(unapproved draft)*

Motion to approve Consent Agenda #2

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

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

Voting Abstaining: Councilmember Place 3 Stout

6. Consider and take appropriate action on Payment Request #16 from Landmark Structures for the Alcove EST Construction (Final Retainage)

## **REGULAR SESSION**

7. Consider and take appropriate action on appointment to Councilmember Place 1 Vacancy

Only one candidate ran for Place 1 for the May 2 General Election. That candidate has notified the City that he can no longer serve for personal reasons. This creates a vacancy in Place 1. The City Council will appoint a citizen to this position for a one-year term with a special election to be held in May 2027.

Motion to appoint Wesley Houck as Councilmember Place 1

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

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

8. Recognition of Outgoing Councilmembers

David Cooper has served a combined total of 12 years on the City Council. He was honored with a flag and thanked for his service by all in attendance.

9. Oath of Office

Oath of Office was given to Mayor Charles Addington, Councilmember Place 1 Wesley Houck, and Councilmember Place 2 Robert Salazar.

10. Consider and take appropriate action on election of Mayor Pro Tempore

Motion to elect Charlotte McDonald as Mayor Pro Tempore

Motion made by Councilmember Place 5 Worley, Seconded by Councilmember Place 1 Houck.

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

*(unapproved draft)*

11. PUBLIC HEARING: Conduct a Public Hearing, Pursuant to Section 505.159, Texas Local Government Code, regarding an Economic Development Project to Be Undertaken by the Wolfforth Economic Development Corporation for the Purpose of Acquiring Land.

*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.*

This is the second required public hearing showing Council support of the EDC land purchase agreement.

Public hearing was opened at 6:21 PM.

There were no public comments

Public hearing was closed at 6:21 PM.

12. Second Reading and Consider Action on Resolution 2026-017 of the City Council of the City of Wolfforth, Texas (“City”), (I) Approving the Resolution of the Board of Directors of the Wolfforth Economic Development Corporation (“Corporation”) Regarding a Loan Secured by and Payable From the Corporation’s Sales and Use Tax in the Aggregate Principal Amount Not to Exceed \$6,500,000 for the Purpose of Acquiring Land; (II) Approving Said Project as an Economic Development Project to Be Undertaken by the Corporation; (III) Approving a Sales Tax Remittance Agreement Between the City and the Corporation; (IV) Approving Such Programs and Expenditures by the Corporation; (V) Resolving Other Matters Incident and Related to the Loan; and (VI) Authorizing the Mayor to Execute, on Behalf of the City, One or More General Certificates of the City and the Sales Tax Remittance Agreement.

Motion to approve Resolution 2026-017 Second Reading.

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

## **COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**

### **ADJOURN**

Motion to adjourn at 6:23 PM.

*(unapproved draft)*

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

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 18TH DAY OF MAY 2026**

\_\_\_\_\_  
Charles Addington, II, Mayor  
City of Wolfforth, Texas

ATTEST:

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

DRAFT

AFFIDAVIT OF CONFLICT OF INTEREST

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

I, Gregory Stout, as Council Member of the City of Wolforth 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 Wolforth City Council as those terms are defined in Chapter 171 of the Texas Local Government Code.

Date of Meeting: May 4th, 2026

Agenda Item Number:

The business entity or real property is:

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

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

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

Signed this 4th day of May, 2026.

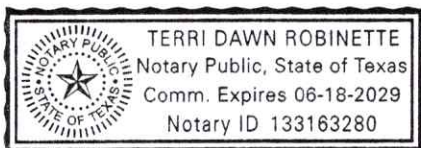
Gregory Stout  
Signature of Official

Council Member  
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 4th day of May, 2026.

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





## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	May 18th 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on Payment Request #13 from UCA for the Lubbock North Interconnect Construction
<b>STAFF INITIATOR:</b>	Randy Hall

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### BACKGROUND:

Council, staff has received Pay Request #13 from UCA for the Lubbock North Interconnect project. A copy is attached as an exhibit to this item. Work completed with this pay request consists of final completion of fence, additional site grading, installation of additional all weather surface material, installation of restraints on piping inside Booster Station. Anticipated work to be completed next pay request include; installation of aluminum gates, additional vault work (actuate valve), fill tank and sample, commission tank.

- a. Original Quote Amount: \$2,977,240.00
- b. Work Performed this Pay Request: \$36,341.50
- c. Materials Stored: \$-1,197.53
- d. Total Work Performed + Materials Stored: \$3,133,576.08
- e. Retainage: \$313,357.61
- f. Paid Previous Applications: \$2,788,588.89

**Amount Due:** (d-e-f) \$31,629.58

### EXHIBITS:

UCA Pay Request #13 for The Lubbock North Interconnect  
Progress Photos

### 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: 13 Application Period: 04/01/26 - 04/30/26 Application Date: 4/30/2026
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25-253 - Lubbock North Interconnect				Total This Period	Total to Date
<b>Change Order Summary</b>					
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	\$36,341.50
				MATERIALS STORED	-\$1,197.53
				TOTAL COMPLETED & STORED	\$35,143.97
				RETAINAGE:	
				10% of Completed Work and Stored Material	\$3,514.40
				AMOUNT ELIGIBLE TO DATE	\$2,820,218.47
				LESS PREVIOUS APPLICATIONS	\$2,788,588.89
TOTALS		\$175,274.58	\$0.00	<b>AMOUNT DUE THIS APPLICATION</b>	<b>\$31,629.58</b>
NET CHANGE BY CHANGE ORDERS		\$175,274.58		BALANCE TO FINISH, PLUS RETAINAGE	\$332,296.11

**Contractor's Certification**

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

Your check may be converted to ACH

By:  Date: 5/1/26  
Utility Contractors of America, Inc.

**Approved For Payment:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Wolfforth

Approved by: OJD Engineering  
Date: 05/01/2026





Progress Estimate

Job Name:		<b>25-253 - Lubbock North Interconnect</b>				Application Number:		13					
Application Period:		04/01/26 - 04/30/26				Application Date:		4/30/2026					
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	0.100	\$ 36,341.50	0.90	\$ 327,073.50	1.00	\$ 363,415.00	100.00%	
04	Fow Meter, Valve and Vault	LS	1	\$189,385.00	\$189,385.00		\$ -	0.90	\$ 170,446.50	0.90	\$ 170,446.50	90.00%	\$ 18,938.50
CO1-01	City of Lubbock Water Line Connection	LS	1	\$85,364.58	\$85,364.58		\$ -	1.00	\$ 85,364.58	1.00	\$ 85,364.58	100.00%	
CO1-02	Ground Water Storage Tank Logo	EA	1	\$11,660.00	\$11,660.00		\$ -	1.00	\$ 11,660.00	1.00	\$ 11,660.00	100.00%	
CO1-03	75 hp Pump/VFD	EA	1	\$63,910.00	\$63,910.00		\$ -	1.00	\$ 63,910.00	1.00	\$ 63,910.00	100.00%	
CO1-04	Installation of Primary Electrical Line	LS	1	\$3,750.00	\$3,750.00		\$ -	1.00	\$ 3,750.00	1.00	\$ 3,750.00	100.00%	
CO1-05	12" Water Line for Future Tanks	LS	1	\$10,590.00	\$10,590.00		\$ -	1.00	\$ 10,590.00	1.00	\$ 10,590.00	100.00%	
<b>Totals</b>					<b>\$3,152,514.58</b>		<b>\$ 36,341.50</b>		<b>\$ 3,097,234.58</b>		<b>\$ 3,133,576.08</b>	<b>99.40%</b>	<b>\$ 18,938.50</b>



North Connection Progress Photos

Item # 2.



North Connection Progress Photos

Item # 2.



North Connection Progress Photos

Item # 2.



North Connection Progress Photos

Item # 2.



North Connection Progress Photos

Item # 2.



North Connection Progress Photos

Item # 2.



North Connection Progress Photos

Item # 2.





## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	May 18th 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on Payment Request from UCA for the Iron Horse Well Connection Line.
<b>STAFF INITIATOR:</b>	Randy Hall

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### BACKGROUND:

Council, staff has received Pay Request from UCA for the Iron Horse Well Connection Line. As you remember this item was originally included in the Loop 88 East Construction Project, however the ownership of the well had not been transferred to the City of WolfForth at the time. The city change ordered this item out of the original project. The City of WolfForth now legally possesses the well and the tie- in is now completed.

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

The Breakdown is as Follows:

- a. Original Contract Amount: \$57,995.00
- b. Work Performed this Pay Request: \$57,995.00.00
- c. Materials Stored: -\$0.00
- d. Total Work Performed + Materials Stored: \$57,995.00
- e. Retainage: \$0.00
- f. Paid Previous Applications: \$0.00

**Amount Due:** \$57,995.00

### EXHIBITS:

UCA Payment Request for the Iron Horse Well Connection Construction

### COUNCIL ACTION/STAFF RECOMMENDATION:

Staff Recommends Payment as requested.



**Contractor's Application and Certificate for Payment**

To: City of Wolfforth PO Box 36, 302 Main St. Wolfforth, TX 79382	From: Utility Contractors of America, Inc. 5805 CR 7700 Lubbock, TX 79424	Application Number: 1 Application Period: 04/01/26 - 04/30/26 Application Date: 4/30/2026
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26-271 - Iron Horse Well Line				Total This Period	Total to Date
<b>Change Order Summary</b>					
ORIGINAL CONTRACT SUM					\$57,995.00
Change Orders Approved by Owner					
NET CHANGE BY CHANGE ORDERS					\$0.00
Number	Date Approved	Additions	Deductions	CONTRACT SUM TO DATE (Line 1 + 2)	\$57,995.00
				WORK COMPLETED	\$57,995.00
				MATERIALS STORED	\$0.00
				TOTAL COMPLETED & STORED	\$57,995.00
				AMOUNT ELIGIBLE TO DATE	\$57,995.00
				LESS PREVIOUS APPLICATIONS	
TOTALS		\$0.00	\$0.00	<b>AMOUNT DUE THIS APPLICATION</b>	<b>\$57,995.00</b>
NET CHANGE BY CHANGE ORDERS		\$0.00		BALANCE TO FINISH, PLUS RETAINAGE	\$0.00

**Contractor's Certification**

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

Your check may be converted to ACH

By: Date: 5/1/26  
Utility Contractors of America, Inc.

**Approved For Payment:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Wolfforth  
Approved by: OJD Engineering Date: 05/01/2026



Progress Estimate

Job Name:		26-271 - Iron Horse Well Line				Application Number:		1					
Application Period:		04/01/26 - 04/30/26				Application Date:		4/30/2026					
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	4" C-900 PVC Water Line	LF	550	\$38.00	\$20,900.00	550.000	\$ 20,900.00		\$ -	550.000	\$ 20,900.00	100.00%	
02	4" Gate Valve with Box	EA	1	\$1,600.00	\$1,600.00	1.000	\$ 1,600.00		\$ -	1.000	\$ 1,600.00	100.00%	
03	Remove and Replace Concrete Alley	SY	63	\$265.00	\$16,695.00	63.000	\$ 16,695.00		\$ -	63.00	\$ 16,695.00	100.00%	
04	Flowable backfill	CY	125	\$135.00	\$16,875.00	125.000	\$ 16,875.00		\$ -	125.00	\$ 16,875.00	100.00%	
05	Slick Bore	LF	35	\$55.00	\$1,925.00	35.000	\$ 1,925.00		\$ -	35.00	\$ 1,925.00	100.00%	
<b>Totals</b>					<b>\$57,995.00</b>		<b>\$ 57,995.00</b>		<b>\$ -</b>		<b>\$ 57,995.00</b>	<b>100.00%</b>	<b>\$ -</b>



## AGENDA ITEM COMMENTARY

Item # 4.

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	May 18, 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on Resolution 2026-021 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN AGREEMENT WITH ROYCE WITTIE FOR MUNICIPAL COURT JUDGE SERVICES; AND PROVIDING AN EFFECTIVE DATE
<b>STAFF INITIATOR:</b>	Terri Robinette, City Secretary

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### **BACKGROUND:**

The term for Municipal Court Judge is a period of two years and runs contemporaneously with the term of the Mayor. The Municipal Court Judge is appointed by the City Manager upon a recommendation to and confirmation by a majority vote of the full City Council. Royce Wittie has served as Municipal Court Judge for several terms and is willing to serve through May 2028.

The attached Resolution authorizes the execution of the attached contract with Judge Wittie for his services. Compensation remains unchanged at \$1,000 per month and no other changes are noted. The Judge's schedule will remain:

#### **1<sup>st</sup> Thursday of Each Month**

Announcement and Pre-Trial Dockets.

9 am docket for announcements and pre-trial meetings

10 am docket for announcement and pre-trial meetings

11 am docket show cause hearings, indigency hearings, and other matters

#### **3<sup>rd</sup> Thursday each month**

9 am docket for announcements and pre-trial meetings (if necessary)

10 am docket for announcement and pre-trial meetings (if necessary)

11 am docket show cause hearings, indigency hearings, and other matters

### **EXHIBITS:**

Resolution with attached contract

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

Approve Resolution

**RESOLUTION NO. 2026-021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN AGREEMENT WITH ROYCE WITTIE FOR MUNICIPAL COURT JUDGE SERVICES; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City has established a municipal court;

**WHEREAS**, the municipal judge is to serve for a period of two (2) years. The term of the judge shall run contemporaneously with the term of the mayor;

**WHEREAS**, the City and Royce Wittie desire to enter into an Agreement to provide services to the Wolfforth Municipal Court.

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

**SECTION 1.** The City Council hereby approves the agreement for services between the City of Wolfforth and Royce Wittie as Municipal Court Judge 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 18<sup>th</sup> day of May, 2026.

---

Charles Addington, II

Mayor

---

Terri Robinette

City Secretary

**AGREEMENT BY AND BETWEEN  
CITY OF WOLFFORTH, TEXAS,  
AND  
ROYCE WITTIE**

This Agreement is made by and between **ROYCE WITTIE** ("**Judge**") and the **CITY OF WOLFFORTH, TEXAS**, (the "City"), a Texas home-rule municipality acting by and through its duly authorized representative.

WHEREAS, the City has established a municipal court;

WHEREAS, the City has established the office of municipal judge in Code of Ordinances Section 7.01.002;

WHEREAS, the municipal judge is to serve for a period of two (2) years. The term of the judge shall run contemporaneously with the term of the mayor;

WHEREAS, the municipal court takes place and court staff are housed in the Wolfforth City Hall;

WHEREAS, court operations affect City operations because they share portions of City Hall;

WHEREAS, the parties agree that it is important to establish and maintain set, regular court dates for the efficient operation of the Court, for scheduling of court staff and police officers, and for the general good of the City of Wolfforth; and

WHEREAS, the City and Judge desire to enter into an Agreement to provide services to the Wolfforth Municipal Court.

NOW THEREFORE, City and Judge, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do agree as follows:

Section I. Agent of the City

The Judge shall be named as an agent of the City.

Section II. Scope of Services

The Judge shall:

- (a) be responsible for court compliance with the Texas Code of Criminal Procedure and the Judicial Code of Conduct within the City of Wolfforth Municipal Court,
- (b) preside over the municipal court for all Class C misdemeanors, conduct arraignments, pretrial disposition conferences, hearings, jury trials, and non-jury trials in a manner to ensure timely and efficient disposition of cases,

- (c) execute and issue court processes in the form of court orders, warrants for arrest, search warrants, body attachments, subpoenas, complaints, and civil injunctions,
- (d) determine pleas, motions, and sentencing issues; authorize collection procedures; and decide restitution awards and bond forfeitures,
- (e) set Court policy for routine disposition of cases for implementation by Court Clerks in accordance with the Code of Criminal Procedure and the Judicial Code of Conduct,
- (f) work with Court Administrator and City Manager to ensure smooth association between administrative and judicial departments of the City,
- (g) interpret city, state and federal laws, ordinances, statutes, and court decision; analyze evidence presented in open court and apply existing and applicable law with the objective that justice must prevail,
- (h) serve as a representative of the City of Wolfforth demonstrating a positive attitude through display of professionalism, courtesy and appropriate tact and discretion in all interaction with City employees and officials and with the public,
- (i) make every effort to maintain consistent scheduled court dates not less than two days per month, and
- (j) complete other duties as may arise that are appropriate for a municipal court judge.

### Section III. Training

The Judge shall attend one accredited municipal education training program at a minimum of 16 hours annually. The City will pay for the registration fee and costs to Judge in accordance with its Personnel Manual.

### Section IV. Compensation

The Judge shall be compensated in the base amount of \$1,000.00 per month. The base amount will compensate the Judge for two scheduled court dates per month as set forth in this Agreement and any additional dates necessary to accomplish the following: show cause hearings, pre-trial hearings, bench trials, jury trials, dangerous dog hearings, juvenile magistrate hearings, TMCEC required training, capias procedures and other court related matters. In the event the Judge is unable to serve for an entire calendar month, the Judge will not receive compensation for that month.

### Section V. Court Schedule

The Judge will set a consistent municipal court schedule at the City of Wolfforth City Hall as follows:

**1<sup>st</sup> Thursday of Each Month**

Announcement and Pre-Trial Dockets.

9 am docket for announcements and pre-trial meetings  
 10 am docket for announcement and pre-trial meetings  
 11 am docket show cause hearings, indigency hearings, and other matters

**3<sup>rd</sup> Thursday each month**

9 am docket for announcements and pre-trial meetings (if necessary)  
 10 am docket for announcement and pre-trial meetings (if necessary)  
 11 am docket show cause hearings, indigency hearings, and other matters

Judge shall make every effort to maintain the above schedule. If Judge desires to alter the above schedule to accommodate an unforeseen circumstance or a holiday, Judge will coordinate with the City Secretary to find a date or dates that will have minimal impact on the operations of the City of Wolfforth and the Wolfforth Police Department. If such requested alteration to the above schedule will be permanent, Judge will notify the City Manager of such desire to alter the above schedule before altering the schedule as such alteration will require an amendment to this Agreement.

**Section VI. Term and Termination**

The Term of this Agreement shall begin on June 1, 2026, and shall end on May 31, 2028. In accordance with Section 29.005 of the Texas Government Code, the Judge shall be reappointed to an additional two-year term in the event the City Council does not take action to not reappoint the Judge by the 91<sup>st</sup> day following the expiration of the Term.

The Judge may resign his position at any time during the term of this Agreement but must continue to serve until a replacement is appointed by the City Council.

**Section VII. Right of Ownership**

All data, information, books, reports, files, software, equipment, and materials purchased, created, or maintained by the City or purchased, created, or maintained by the Judge on behalf of the City shall remain the property of the City.

**Section VIII. Conflict of Interest**

In keeping with Judge's duties to the City, Judge agrees that he shall not, directly or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, Judge agrees that he shall promptly disclose to the City any facts which might involve any reasonable possibility of a conflict of interest.

Section IX. Amendment or Modification

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only upon the written consent of the parties hereto, executed by authorized representatives of both parties to this Agreement.

Section X. Miscellaneous

1. Choice of Law and Venue. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas, including all matters of construction, validity, performance, and enforcement. This Agreement is made and entered into in Lubbock County, Texas, and venue for all purposes shall be in Lubbock County, Texas.

2. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties thereto. This Agreement supersedes all previous agreements between Judge and the City.

Section XI. Acceptance

This instrument is being executed in two (2) counterpart originals, each of which has the full force and effect of an original.

**AGREED AND ACCEPTED THIS 19<sup>TH</sup> DAY OF MAY 2026.**

**THE CITY OF WOLFFORTH, TEXAS:**

**ROYCE WITTIE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Charles Addington, II

Name: Royce Wittie

Title: Mayor

Address: \_\_\_\_\_

Address: P.O. Box 36

\_\_\_\_\_

Wolfforth, TX 79382

Telephone: \_\_\_\_\_

Telephone: 806-855-4120



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	May 18, 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on Resolution 2026-022 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN AGREEMENT WITH JANET MATTHEWS FOR MUNICIPAL COURT ASSOCIATE JUDGE SERVICES; AND PROVIDING AN EFFECTIVE DATE
<b>STAFF INITIATOR:</b>	Terri Robinette, City Secretary

---

**BACKGROUND:**

Judge Matthews is a licensed Attorney and has been a member of the State Bar of Texas since 1998. Her legal expertise will be a great asset to the City of WolfForth Municipal Court.

The City Attorney has prepared the appropriate contract outlining a fee of \$150 per hour for Judge Matthews' services. All pertinent responsibilities for the Associate Judge are the same as for the Judge in the event of his absence. Judge Matthews will handle any and all trials as well.

**EXHIBITS:**

Resolution with contract

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Approve Resolution

**RESOLUTION NO. 2026-022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN AGREEMENT WITH JANET MATTHEWS FOR MUNICIPAL COURT ASSOCIATE JUDGE SERVICES; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City has established a municipal court;

**WHEREAS**, the associate municipal judge is to serve for a period of two (2) years. The term of the associate judge shall run contemporaneously with the term of the mayor;

**WHEREAS**, the City and Janet Matthews desire to enter into an Agreement to provide services to the Wolfforth Municipal Court.

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

**SECTION 1.** The City Council hereby approves the agreement for services between the City of Wolfforth and Janet Matthews as Associate Municipal Court Judge 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 18<sup>th</sup> day of May, 2026.

---

Charles Addington, II

Mayor

---

Terri Robinette

City Secretary

**AGREEMENT BY AND BETWEEN  
CITY OF WOLFFORTH, TEXAS,  
AND  
JANET BLACKLOCK MATTHEWS**

This agreement is made by and between **JANET BLACKLOCK MATTHEWS** ("**Associate Judge**") and the **CITY OF WOLFFORTH, TEXAS**, (the "City"), a home-rule municipality acting by and through its duly authorized representative.

W I T N E S S E T H :

WHEREAS, the City has established a municipal court;

WHEREAS, from time to time the standing municipal court judge appointed by the City Council is unable to fulfill her duties as a result of conflicts of interest, absence or other matters; and

WHEREAS, in such an instance it is in the best interest of the City to have a qualified, municipally trained judge available to take over the duties of the municipal judge when he may become unable to serve;

WHEREAS, the City has established the office of associate municipal judge in Wolfforth Code of Ordinances Sec. 7.01.004;

WHEREAS, the associate municipal judge is to serve for a period of two (2) years. The term of the judge shall run contemporaneously with the term of the mayor;

WHEREAS, the City and Associate Judge desire to enter into an Agreement to provide services to the Wolfforth Municipal Court.

NOW THEREFORE, City and Associate Judge, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do agree as follows:

Section I. Agent of the City

The Associate Judge shall be named as an agent of the City.

Section II. Scope of Services

If the appointed judge is unable to fulfill their duties as municipal court judge for the City of Wolfforth, the Associate Judge shall, as necessary:

- (a) be responsible for court compliance with the Texas Code of Criminal Procedure and the Judicial Code of Conduct within the City of Wolfforth Municipal Court,

- (b) preside over the municipal court for all Class C misdemeanors, conduct arraignments, pretrial disposition conferences, hearings, jury, and non-jury trials in a manner to ensure timely and efficient disposition of cases,
- (c) execute and issue court processes in the form of court orders, warrants for arrest, search warrants, body attachments, subpoenas, complaints, and civil injunctions,
- (d) determine pleas, motions, and sentencing issues and authorize collection procedures, decide restitution awards, and bond forfeitures,
- (e) work with Court Administrator and City Manager to ensure smooth association between administrative and judicial departments of the City,
- (f) interpret city, state and federal laws, ordinances, statutes, and court decision; analyze evidence presented in open court and apply existing and applicable law with the objective that justice must prevail,
- (g) serve as a representative of the City of Wolfforth demonstrating a positive attitude through display of professionalism, courtesy and appropriate tact and discretion in all interaction with City employees and officials and with the public, and
- (h) complete other duties as may arise that are appropriate for a municipal court judge.

### Section III. Training

The Associated Judge shall attend one accredited municipal education training program at a minimum of 16 hours annually. The City will pay the registration fee and costs to Associate Judge in accordance with its Personnel Manual.

### Section IV. Compensation

The Associate Judge shall be compensated in the amount of \$150.00 per hour for work performed under this Agreement. The Associate Judge will be compensated at least one hour with additional time be tracked at six (6) minute increments as 0.1 of an hour for each instance Associate Judge performs duties for the Wolfforth Municipal Court in place of the standing municipal judge. In the event the Associate Judge is required to fill in for the standing municipal judge for an entire calendar month, the Associate Judge will be compensated \$1,000.00 per month.

Mileage on behalf of the City for work performed under this Agreement will be reimbursed to Associate Judge at the applicable IRS Standard Mileage Rate

### Section V. Court Schedule

The Associate Judge will follow the municipal court schedule and maintain office hours established by the municipal judge.

## Section VI. Term and Termination

The Term of this Agreement shall begin on October 1, 2025, and shall end on May 31, 2026. In accordance with Section 29.005 of the Texas Government Code, the Judge shall be reappointed to an additional two-year term in the event the City Council does not take action to not reappoint the Judge by the 91<sup>st</sup> day following the expiration of the Term.

The Associate Judge may resign her position at any time during the term of this Agreement but must continue to serve until a replacement is appointed by the City Council.

## Section VII. Right of Ownership

All data, information, books, reports, files, software, equipment, and materials purchased, created, or maintained by the City or purchased, created, or maintained by the Judge on behalf of the City shall remain the property of the City.

## Section VIII. Conflict of Interest

In keeping with Associate Judge's duties to the City, Associate Judge agrees that he shall not, directly, or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, Associate Judge agrees that he shall promptly disclose to the City any facts which might involve any reasonable possibility of a conflict of interest.

## Section IX. Amendment or Modification

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only upon the written consent of the parties hereto, executed by authorized representatives of both parties to this Agreement.

## Section X. Miscellaneous

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas, including all matters of construction, validity, performance, and enforcement.
2. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties thereto.

## Section XI. Acceptance

This instrument is being executed in two (2) counterpart originals, each of which has the full force and effect of an original.

This Agreement is made and entered into in Lubbock County, Texas, and venue for all

purposes shall be in Lubbock County, Texas.

**AGREED AND ACCEPTED THIS 18<sup>TH</sup> DAY OF MAY 2026.**

**THE CITY OF WOLFFORTH, TEXAS:**

**JANET MATTHEWS:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Charles Addington, II

Name: Janet Matthews

Title: Mayor

Address: \_\_\_\_\_

Address: P.O. Box 36

\_\_\_\_\_

Wolfforth, TX 79382

Telephone: \_\_\_\_\_

Telephone: 806-855-4120



# AGENDA ITEM COMMENTARY

**MEETING NAME:** City Council

**MEETING DATE:** May 18, 2026

**ITEM TITLE:** Consider and take appropriate action on appointments to the Economic Development Corporation, Planning and Zoning Commission, Tax Increment Reinvestment Zone and Board of Adjustment

**STAFF INITIATOR:** Terri Robinette, City Secretary

## BACKGROUND:

Boards and Commission play an important role in the local government process and enable the public to help shape and influence public policy.

Members of these Boards are appointed by the City Council and serve a 2-year term with no term limits. Each March, staff reaches out to current Board members whose terms are expiring to gauge their interest in continuing to serve and brings forward a list of candidates to the Council in May for appointments.

Below are Board members and dates when their appointment ends and notes regarding each

### Economic Development Corporation

Joel Robinett	5/1/2027
Paula Sexton	5/1/2026
Shawn Vinson	5/1/2026
Glen Frick	5/1/2026
Farley Reeves	5/1/2026
Russell Thomasson	5/1/2026
Nicole Butler	5/1/2026
City Manager	
Steve Deaton	
Tyler Zalmanzig	5/1/2027

Paula Sexton, Shawn Vinson, Glen Frick, Farley Reeves, Russell Thomasson and Nicole Butler are all up for reappointment and are interested in continuing to serve.

## Planning and Zoning Commission

Kyle Reeves	5/1/2026
Robert Garcia	5/1/2026
Russell Dabbs	5/1/2026
Charlotte McDonald	5/1/2026
Michael Adams	5/1/2027
Jonathan Singer	5/1/2027

Kyle Reeves, Robert Garcia, Russell Dabbs and Charlotte McDonald are all up for reappointment and are interested in continuing to serve.

### Tax Increment Reinvestment Zone (TIRZ)

Jonathan Singer	5/1/2027
David Cooper	5/1/2026
Aubrey Brockman	5/1/2026
Brandon Tyler	5/1/2026
July Levy	5/1/2027

David Cooper, Aubrey Brockman and Brandon Tyler are all up for reappointment but all three will be unable to continue serving. Nicole Butler has volunteered to serve leaving this Board with two vacancies to be filled.

### Board of Adjustment

Michael Adams	5/1/2028
Robert Salazar	5/1/2027
Patricia Teck	5/1/2027
Robert Garcia	5/1/2027
Melisa James	5/1/2027

Because of his Council position, we will need to replace Robert Salazar on this Board  
Tom Sinclair has agreed to serve.

## EXHIBITS:

### COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends the following:

- Reappoint Kyle Reeves Place 1, Robert Garcia Place 2, Russell Dabbs Place 3, Charlotte McDonald Place 4 to the Planning and Zoning Commission
- Reappoint Paula Sexton, Shawn Vinson, Glen Frick, Farley Reeves, Russell Thomasson, Nicole Butler to the EDC Board
- Appoint Nicole Butler to the TIRZ Board

- Appoint Tom Sinclair to the Board of Adjustment



## AGENDA ITEM COMMENTARY

<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	May 18, 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on the use of Hotel Occupancy Tax funds to support the arts and festivals events associated with the City of Wolfforth.
<b>STAFF INITIATOR:</b>	Tara Tomlinson, Director of Development Services

### BACKGROUND:

The event staff committee is requesting the use of \$85,000.00 from Hotel Occupancy Tax funds to help with the upcoming 4<sup>th</sup> on the 5<sup>th</sup> Celebration on July 5, 2026. These funds will help with needs such as Port-A-Potties, music, security for the event, and children's entertainment activities. Under Texas law, local HOT revenue can be used to promote tourism and the convention/hotel industry. This means the proceeds should be spent on projects or events that result in visitors to our community and enhance the visitors' experience in a measurable way.

This community event will bring in visitors from Lubbock County, Hale County, Hockley County, and Lamb County. Last year, over 30,000 attended the event, with over 20,000 from outside of the city limits.

The City of Wolfforth currently has more than \$700,000 available in HOT funds. To date, this event has generated \$31,000 in sponsorship donations and \$7,425 in vendor fees.

Vendor fees for this year were set at:

- \$300 for food vendors
- \$200 for drink vendors
- \$150 for retail vendors
- \$100 for other vendors

These rates reflect increases of \$150 for food vendors, \$50 for both drink and retail vendors, and \$25 for all other vendors.

Event expenses this year included increased drone show costs, security services provided through both internal and external sources, city staff support (including public works and event helpers), music and sound services, restroom rentals, supplies, photography, and signage. The total cost of the event is approximately \$120,000.

### EXHIBITS:

1. Sponsorship and Vendor Breakdown

### COUNCIL ACTION/STAFF RECOMMENDATION:

Approve HOT funds for the Harvest Festival in the amount of \$85,000.

## Current Sponsorships as of 4-28-26

<b>Company/Business</b>	<b>Donation Amount</b>
United	\$10,000
Plains Capital Bank	\$5,000
West Texas Gas	\$5,000
Commissioner's Court	\$5,000
Xcel	\$1,500
South Plains Electric Co-op	\$500
ABC Bank	\$2,000
King's Highway	\$1,000
All Hale's Meat	\$1,000
<b>Total Amount</b>	<b>\$31,000</b>

## Vendors as of 5-11-2026

<b>Vendor Type</b>	<b>Number Paid</b>	<b>Number with Applications</b>
Food	12	10*
Drink Only	8	1
Retail	7	1
Other	4	0
<b>Totals</b>	<b>31</b>	<b>12</b>

\*2- Partial payments



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	May 18, 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on report from staff regarding Wolfforth PD and future training facility needs.
<b>STAFF INITIATOR:</b>	Randy Criswell, City Manager

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### BACKGROUND:

Please refer to the Commentary provided by Chief Patrick Austin regarding our current training facility situation.

I've talked with Kelly Criswell, Executive Director of SPAG (South Plains Association of Governments) about this myself, and I agree this is potentially a viable solution for us in partnership with SPAG. My conversation with Ms. Criswell resulted in our mutual agreement that if we are to move forward, we need to do it quickly, and the next reasonable step is to perform a feasibility analysis. However, I don't want to do that without knowing we're moving in a direction you support. We solicit your feedback and direction.

- What do we need to provide you to gain your full support?
- Do you support the possibility of a partnership with SPAG?
- Thoughts on location?
- What information do you need?

### EXHIBITS:

Chief Austin's commentary

Maps and renderings of possible location and layout for illustration purposes only

### COUNCIL ACTION/STAFF RECOMMENDATION:

Staff asks for Council's direction.



## AGENDA ITEM COMMENTARY

---

<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	May 18, 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on report from staff regarding Wolfforth PD and future training facility needs
<b>STAFF INITIATOR:</b>	Patrick Austin, Chief of Police

---

### **BACKGROUND:**

Wolfforth police officers attend various training annually, including firearms training. During FY 2025, officers averaged 159 reported training hours each. Wolfforth police officers are also required by the Texas Commission on Law Enforcement (TCOLE) to demonstrate firearms proficiency at least annually.

Historically, the Wolfforth Police Department has utilized the South Plains Association of Governments (SPAG) Regional Law Enforcement Academy Firing Range, located at Reese Center, to complete regular firearms training and to comply with annual firearms proficiency. During the first quarter of 2026, SPAG received notice that Reese Center was changing ownership, and they would need to find a new firing range. SPAG's loss of the firing range not only affected them, but it also affected the Wolfforth Police Department.

After receiving the news of SPAG's firing range closure, we reviewed alternative options available to us to complete firearms training and proficiency. We found that there were no existing viable options that would offer a long-term solution to meet our training and proficiency needs. We discussed with SPAG their plans for a new firing range and they did not have any viable solutions either.

As a result of those initial discussions, we determined that it could mutually benefit the Wolfforth Police Department and SPAG to create a joint training facility. One option conceived was that the City possesses land located at the intersection of Woodrow RD and CR 1100 that would be suitable for a joint training facility. SPAG, being largely grant funded, advised that they would be able to apply for grant funding for such a project.

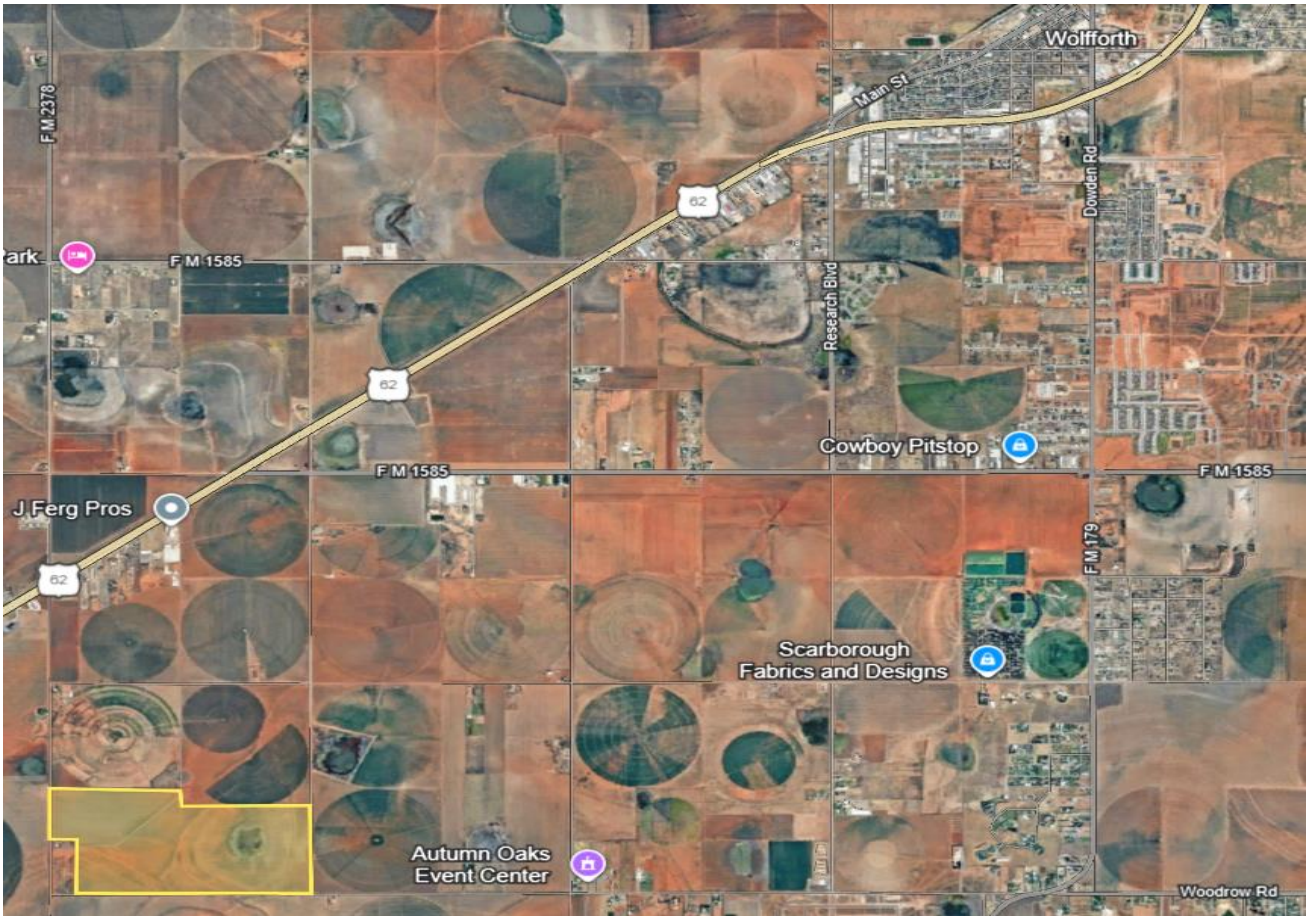
### **EXHIBITS:**

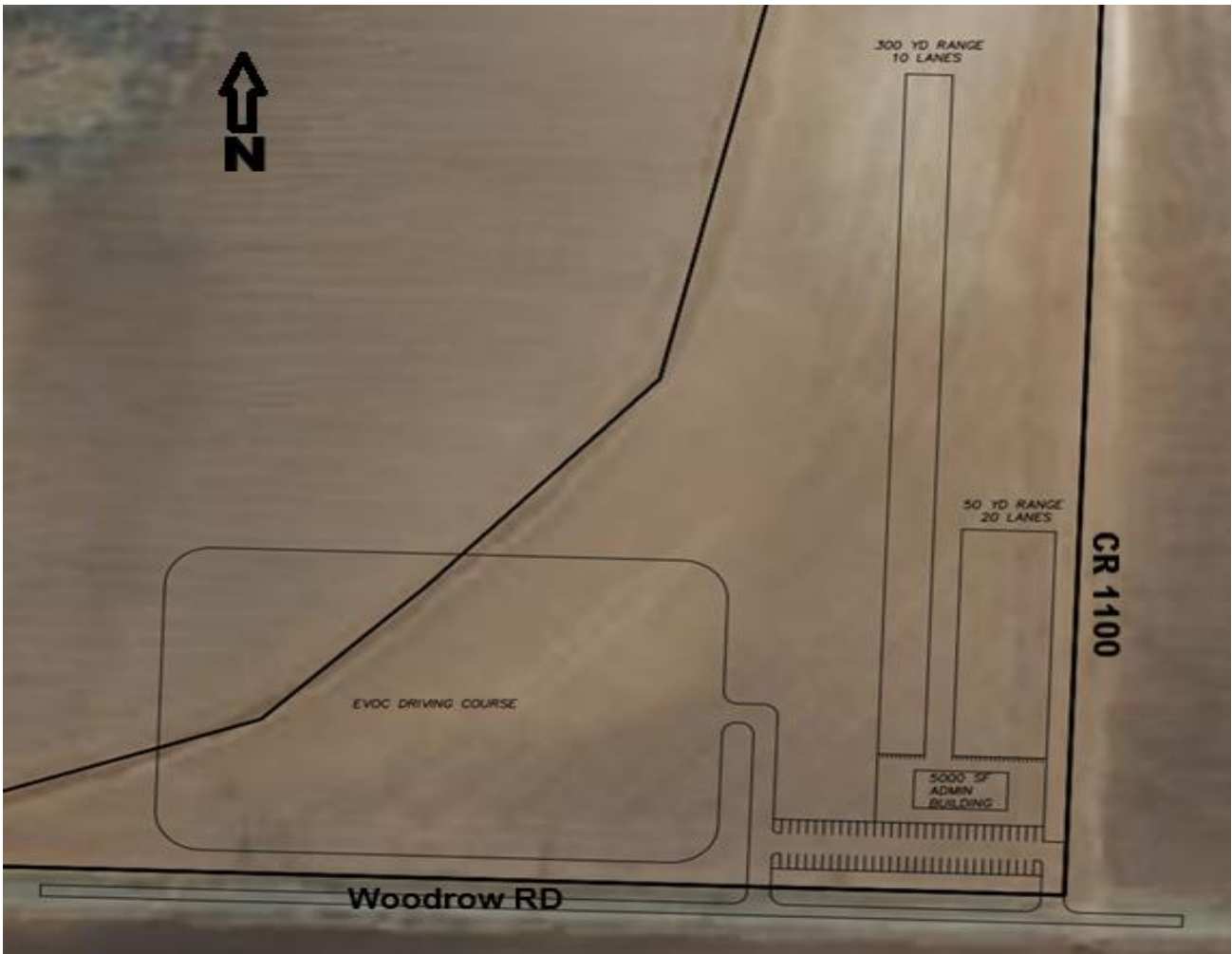
Woodrow RD and CR 1100 property map

Training Facility Plans

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

Staff requests the council to approve the concept of the Wolfforth PD and SPAG Joint Training Facility.







## AGENDA ITEM COMMENTARY

<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	May 18, 2026
<b>ITEM TITLE:</b>	<b>PUBLIC HEARING:</b> Conduct a public hearing on a zoning change from R-1 to C-3 for Northeast corner of CR 1300 & CR 7300 at BLK D6 SEC 31 AB 435 TR H ACS AC: 17.00 acres.
<b>STAFF INITIATOR:</b>	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 R-1 to C-3 for Northeast corner of CR 1300 & CR 7300 at BLK D6 SEC 31 AB 435 TR H ACS AC: 17.00 acres.
2. Consider and take appropriate action on a zoning change from R-1 to C-3 for Northeast corner of CR 1300 & CR 7300 at BLK D6 SEC 31 AB 435 TR H ACS AC: 17.00 acres.

An application submitted by AMD Engineering LLC on behalf of Overlook Land Group was received on April 23, 2026. The request seeks to rezone approximately 17 acres located on the eastern portion of property BLK D6 SEC 31 AB 435 TR H, along CR 1300 (Research Boulevard), extending from 20th Street north to approximately 15th Street.

The property is currently zoned R-1 (Single Family Residential), and the applicant is requesting a change to C-3 (Commercial with Outdoor Storage). The proposed development concept includes a commercial strip featuring storefronts with provisions for on-site storage. A proposed right-of-way (ROW) running through the center of the property is also included in the application.

Surrounding land uses include an industrial park to the north; to the west, properties located in the county consisting of approximately 2-acre residential lots; to the south, county properties with 1-acre or larger residential lots; and to the east, undeveloped land owned by Overlook Land Company.

On May 12, 2026 the Planning and Zoning Commission made the recommendation to approve the zoning change request.

### EXHIBITS:

1. Public Notice Letter
2. Proposed Site
3. Map of Area
4. Future Land Use Map/Master Thoroughfare Plan

### COUNCIL ACTION/STAFF RECOMMENDATION:

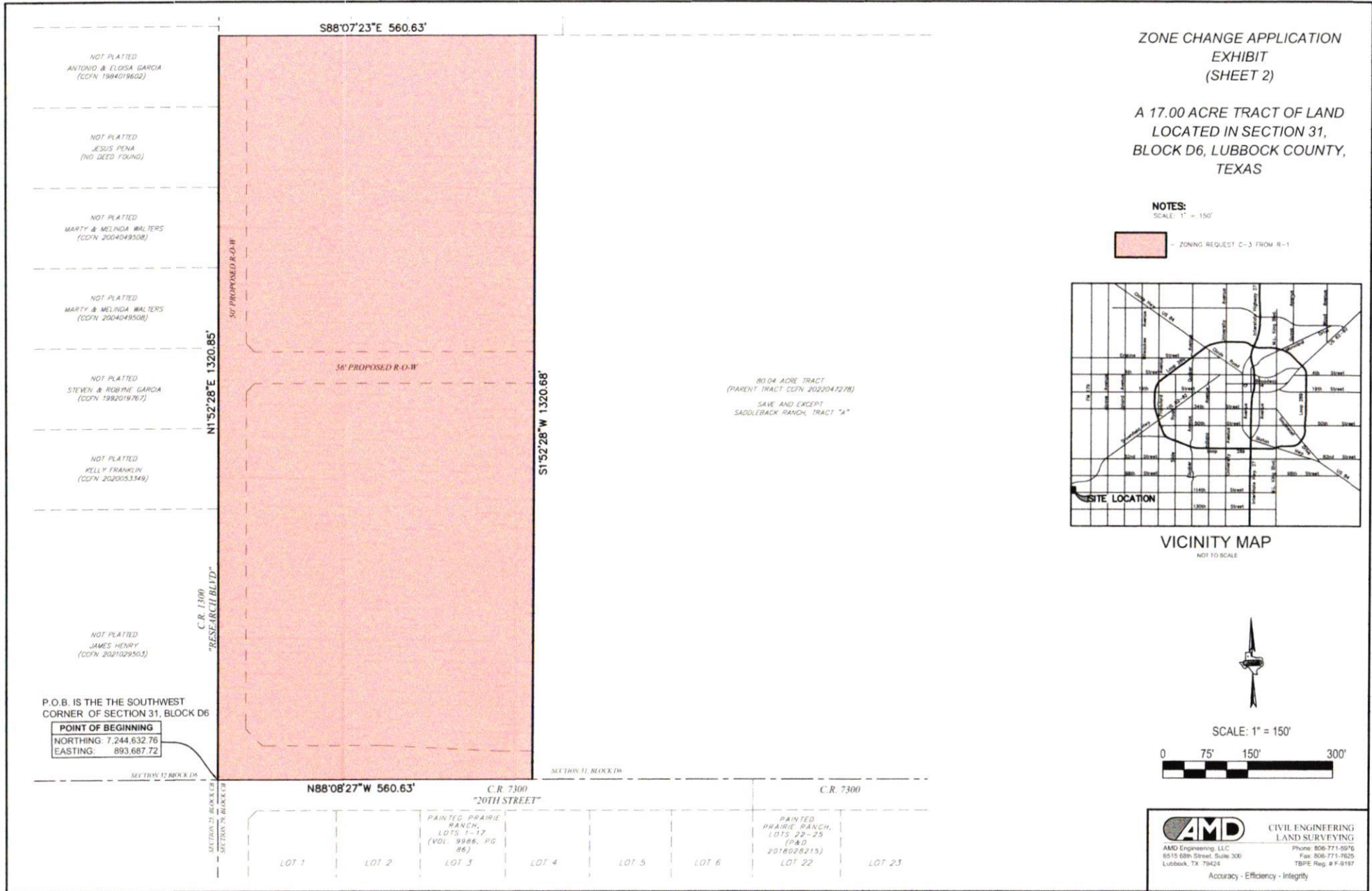
Hold a public hearing.

## PUBLIC NOTICE

The Wolfforth Planning and Zoning Commission will meet on May 12, 2026 at 5:30 pm and the Wolfforth City Council will meet on May 18, 2026 at 6:00 pm in the City Council Chambers, 302 Main Street, Wolfforth, Texas. The Public Hearings are to receive comment regarding a zoning change by the City of Wolfforth from R-1 to C-3 for Storefront and Storage at BLK D6 SEC 31 AB 435 TR H ACS AC: 74.762 for a total of 17.0 Acres on the most western portion.

At said 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 accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 806-855-4120 or email at [city.secretary@wolfforthtx.us](mailto:city.secretary@wolfforthtx.us) for further information.

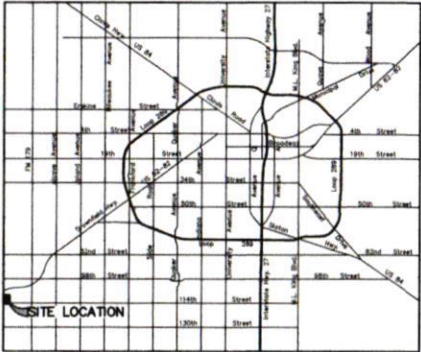


**ZONE CHANGE APPLICATION  
EXHIBIT  
(SHEET 2)**

**A 17.00 ACRE TRACT OF LAND  
LOCATED IN SECTION 31,  
BLOCK D6, LUBBOCK COUNTY,  
TEXAS**

**NOTES:**  
SCALE: 1" = 150'

 ZONING REQUEST C-3 FROM R-1

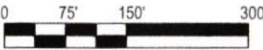


**VICINITY MAP**

NOT TO SCALE



SCALE: 1" = 150'



**AMD** CIVIL ENGINEERING  
LAND SURVEYING  
AMD Engineering, LLC Phone: 806-771-9876  
8515 68th Street, Suite 300 Fax: 806-771-7825  
Lubbock, TX 79424 TBPE Reg. # F-9197  
Accuracy - Efficiency - Integrity



DESCRIPTION FOR A ZONING CHANGE REQUEST IN  
SECTION 31, BLOCK D6,  
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 17.00 acre tract of land located in Section 31, Block D6, Lubbock County, Texas, prepared for Zone Change purposes only and being further described as follows:

BEGINNING at a point at the southwest corner of said 17.00-acre tract, at the southwest corner of Section 31, Block D6;

THENCE N 1° 52' 28" E an approximate distance of 1320.85 feet;

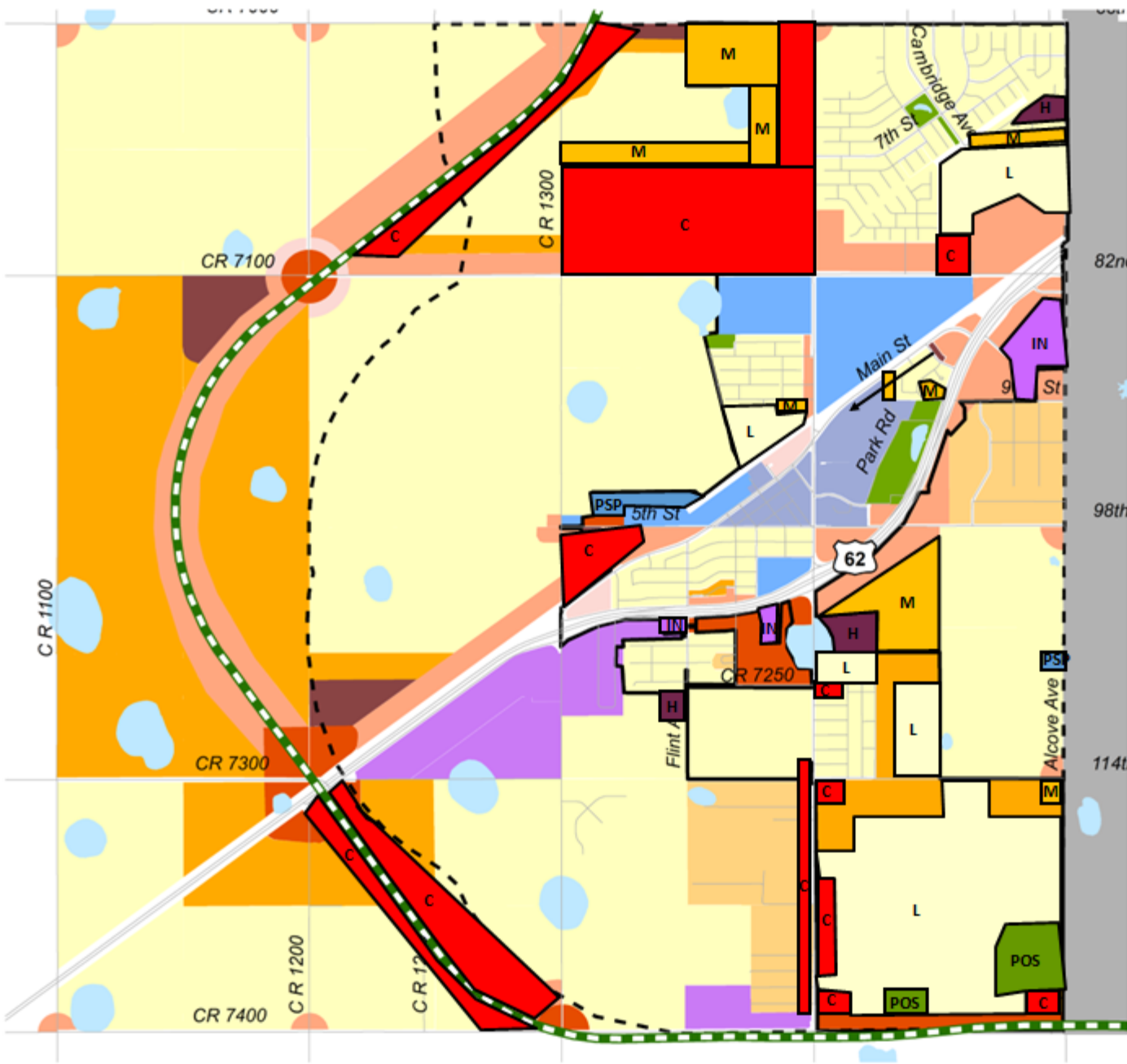
THENCE S 88° 07' 23" E an approximate distance of 560.63 feet;

THENCE S 1° 52' 28" W an approximate distance of 1320.68 feet;

THENCE N 88° 08' 27" W an approximate distance of 560.63 feet to the Point of Beginning and containing approximately 17.00 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

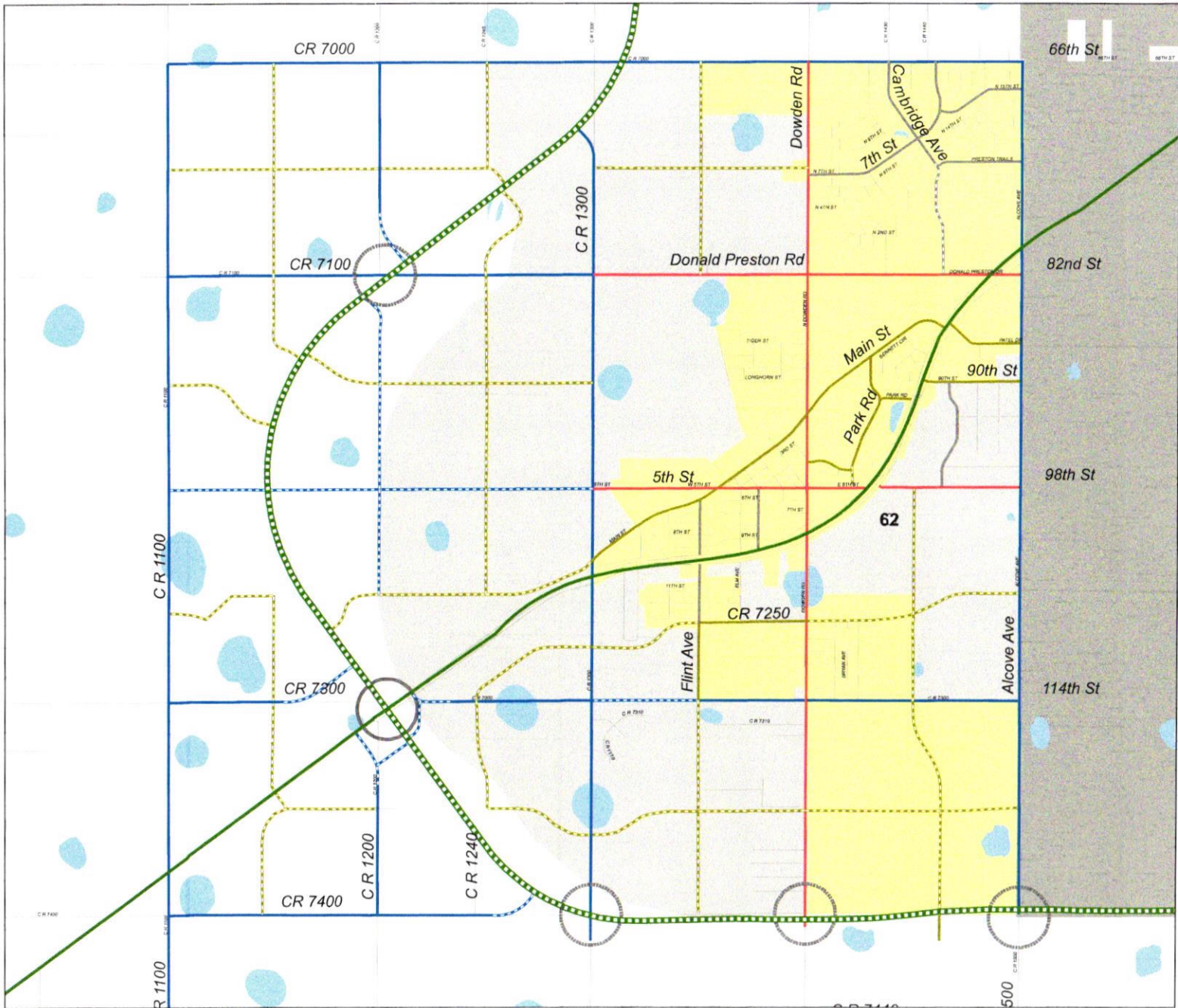
Prepared for: Keith McNeese



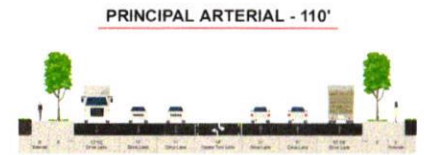
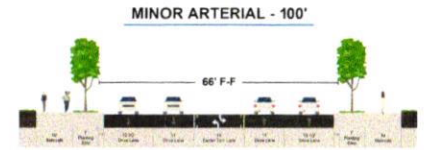
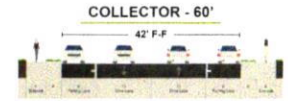
### Wolfforth Future Land Use Plan

- Legend**
- Loop 88
  - Low Density Residential
  - Manufactured Home
  - Medium Density Residential
  - High Density Residential
  - Office
  - Retail
  - Commercial
  - Old Town Mixed Use
  - Special Study
  - Park/Open Space
  - Public/Semi-Public
  - Industrial
  - Wolfforth City Limits
  - Wolfforth ETJ
  - Lubbock City Limits
  - Lakes

2020 City of Wolfforth  
Comprehensive Plan Update



**Wolfforth Master Thoroughfare Plan**



**Legend**

- Loop 88 Alignment
- Freeway
- Proposed Interchange
- Proposed Grade Separation
- Existing Principal Arterial
- Existing Minor Arterial
- Existing Collector
- Existing Residential Collector
- Proposed Principal Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Residential Collector
- Wolfforth City Limits
- Wolfforth ETJ
- Lubbock City Limits
- Lakes

2021 City of Wolfforth  
Comprehensive Plan Update

Adopted by City Council on April 5th, 2021





## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	May 18, 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on Ordinance 2026-XXX. <b>AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE ZONING MAP AS IT RELATES TO PROPERTY KNOWN AS BLK D6 SEC 31 AB 435 TR H AC: 17.00, WOLFFORTH, LUBBOCK COUNTY, TEXAS, BY AMENDING THE ZONING DESIGNATION FROM R1 TO C-3; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES AND PORTIONS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.</b>
<b>STAFF INITIATOR:</b>	Tara Tomlinson, Director of Development Services

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### **BACKGROUND:**

The previous item was to hold a public hearing to receive comments on a zoning change from R-1 to C-3 for Northeast corner of CR 1300 & CR 7300 at BLK D6 SEC 31 AB 435 TR H ACS AC: 17.00 acres.

### **EXHIBITS:**

1. Ordinance

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

The city staff recommends approval of the ordinance.

**ORDINANCE NO. 2026-007**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE ZONING MAP AS IT RELATES TO PROPERTY KNOWN AS BLK D6 SEC 31 AB 435 TR H AC: 17.00, WOLFFORTH, LUBBOCK COUNTY, TEXAS, BY AMENDING THE ZONING DESIGNATION FROM R1 TO C-3; 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;

**WHEREAS**, the Overlook Land Group (the “Owners”) own the property known as BLK D6 SEC 31 AB 435 TR H AC: 17.00, Wolfforth, Lubbock County, Texas (the “Property”);

**WHEREAS**, the Property is currently designated R1 Single-Family Dwelling as the default zoning designation when it was annexed into the City limits;

**WHEREAS**, the Owners have applied for and requested a change to the zoning designation of the Property from R1 to C-3 Commercial District;

**WHEREAS**, after a public hearing, the Planning and Zoning Commission recommended the change in zoning designation for the Property to C-3; 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 C-3.

**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 D6 SEC 31 AB 435 TR H AC: 17.00, Wolfforth, Texas to C-3 Commercial 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.

**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 18<sup>th</sup> day of May 2026.

\_\_\_\_\_  
Charles Addington, II, Mayor  
City of Wolfforth, Texas

ATTEST:

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



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	May 18, 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on final plat for Cityside Business Park Tract 3 and 4.
<b>STAFF INITIATOR:</b>	Tara Tomlinson, Director of Development Services

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### **BACKGROUND:**

A preliminary plat was submitted for two tracts in an industrial zoned area. The plat was approved with the condition of adding a waterline easement to Tract 4 at the City Council meeting on April 20, 2026. The attached final plat has been reviewed by staff and third parties and meets the City’s ordinances for approval with the attached conditions to address. Per City of WolfForth’s Code of Ordinances, recommendation of approval by Planning and Zoning Commission, on May 12, 2026, shows that the plat meets all ordinances. Drainage analysis was reviewed by a separate instrument by third party engineers and approved.

### **EXHIBITS:**

1. plat

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

City staff recommends the approval of final plat for Cityside Business Park Tract 3 and 4.





## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	May 18, 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on recommendation from consultant Matt Giese for architectural services as solicited in Request for Qualifications 2026-004.
<b>STAFF INITIATOR:</b>	Randy Criswell, City Manager

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### **BACKGROUND:**

An RFQ (Request for Qualifications) for Planning and Design Services for a Patterson Park Civic Campus was issued on April 24 per your authority. The submission deadline is May 15 at 2 pm. As of the preparation of this item, those RFQ responses have not been seen or opened. We anticipate having that information for you at meeting time, and Mr. Matthew Giese will be here to make a recommendation.

### **EXHIBITS:**

RFQ

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

Staff recommendation to be presented at meeting

**CITY OF WOLFFORTH, TEXAS**

Office of the City Secretary

**REQUEST FOR QUALIFICATIONS**

RFQ No. 2026-004

**Planning and Design Services Patterson Park Civic Campus**

<b>Issue Date:</b>	April 24 2026
<b>Pre-Submittal Meeting (Optional):</b>	Virtual May 7, 2026 at 2:00 PM by Microsoft Teams <b>Microsoft Teams meeting</b> <a href="https://teams.microsoft.com/meet/215365457936453?p=fVjEkIluCjrplQO6Ve">https://teams.microsoft.com/meet/215365457936453?p=fVjEkIluCjrplQO6Ve</a> Meeting ID: 215 365 457 936 453 Passcode: ei93xo27
<b>Deadline for Written Questions:</b>	May 7, 2026 5:00 p.m. CT
<b>Submission Deadline:</b>	May 15, 2026, 2:00 p.m. CT
<b>Submittal Location:</b>	Wolfforth City Hall, 302 Main St, Wolfforth, TX 79382
<b>Procurement Contact:</b>	Terri Robinette, City Secretary trobinette@wolfforthtx.us (806) 855-4120

## 1. Public Notice and Introduction

The City of Wolfforth, Texas (the "City") is requesting Statements of Qualifications ("SOQ") from qualified firms or teams to provide professional planning and design services for the Patterson Park Civic Campus, a proposed approximately 10-acre civic campus to be developed within Patterson Park in Wolfforth, Texas.

This Request for Qualifications ("RFQ") is issued pursuant to the Professional Services Procurement Act, Subchapter A, Chapter 2254, Texas Government Code, and is administered in accordance with applicable Texas Local Government Code provisions and the City's purchasing policies. Consistent with Chapter 2254, selection of the successful respondent shall be made on the basis of demonstrated competence and qualifications; fees shall be negotiated only after selection.

The City reserves the right to accept or reject any or all SOQs, to waive any informalities or irregularities, to request additional information, to conduct interviews, and to make the award determined to be in the best interest of the City.

## 2. Background and Project Description

### 2.1 The City of Wolfforth

Founded in 1916 as a stop on the Panhandle and Santa Fe Railway and named for rancher George Wolffarth, the City of Wolfforth is located in western Lubbock County immediately adjacent to the City of Lubbock along the Marsha Sharp Freeway (US 62/82). Once a small agricultural town of fewer than 2,000 residents as recently as 1990, Wolfforth has become one of the fastest-growing municipalities on the South Plains: the population increased from 5,521 at the 2020 Census to an estimated 9,000–9,600 residents in 2026, and local projections anticipate a population approaching 15,000 by 2030. Wolfforth is served by the highly regarded Frenship Independent School District, maintains an active Economic Development Corporation, and in recent years has executed long-term water and infrastructure partnerships with the City of Lubbock to support continued residential and commercial growth.

### 2.2 The Project

To keep pace with this growth, expand public services, and strengthen civic identity, the City intends to develop a consolidated civic campus within Patterson Park. The civic campus site comprises approximately 14.4 acres, the general location of which is shown in Exhibit A attached hereto.

**Anticipated Program Elements:** The civic campus is being studied to accommodate a combination of public facilities and improvements, which may include city hall, public safety facilities, library or community center, public plaza and event space, parking, and related site infrastructure and landscape improvements. Final program elements and project size will be confirmed through the planning process contemplated by this RFQ.

**Preliminary Budget:** The City has not established a fixed budget for this scope and expects to negotiate a fair and reasonable fee in accordance with Chapter 2254, Texas Government Code.

### 3. Scope of Services

The selected firm will serve as the City's lead planning and design consultant for the Patterson Park Civic Campus. Services are expected to include, at a minimum, the following tasks:

- Project initiation, data gathering, and review of existing plans, surveys, utilities, drainage, and site conditions;
- Stakeholder and public engagement, including facilitation of City Council, staff, and community workshops;
- Needs assessment and programming for proposed civic facilities and outdoor public spaces;
- Site analysis and development of alternative conceptual site plans and massing studies for the approximately 14.4-acre campus;
- Preferred concept plan, including circulation, parking, landscape, drainage, and phasing recommendations;
- Preliminary cost estimating (opinion of probable construction cost) and implementation/phasing strategy;
- Identification of funding strategies, grants, and partnership opportunities, as applicable;
- Preparation of a final Civic Campus Master Plan report and graphics suitable for public presentation and adoption; and
- Such additional planning, urban design, architectural, landscape architectural, or engineering services as may be negotiated with the selected firm.

Subsequent phases (schematic design, design development, construction documents, bidding, and construction administration) may be negotiated with the selected firm under one or more separate agreements, subject to the City's discretion and applicable law.

### 4. Statement of Qualifications — Content Requirements

To facilitate evaluation, each SOQ shall be organized in the following tabs and shall not exceed [30] pages, excluding covers, dividers, and required forms:

- Tab 1 — Cover Letter: Not to exceed two (2) pages; signed by an individual authorized to bind the firm.
- Tab 2 — Firm Profile: Legal name, office location(s), ownership, years in business, primary contact, and overview of relevant services.
- Tab 3 — Project Team and Key Personnel: Organizational chart, résumés of proposed key personnel, identification of sub-consultants, and office location where work will be performed.
- Tab 4 — Relevant Experience: Descriptions of at least three (3) and not more than five (5) representative projects of similar scale, type, and complexity completed within the last ten (10) years, including client references, role of proposed key personnel, budget, and outcomes.

- Tab 5 — Project Approach and Work Plan: Narrative description of the firm's proposed approach to the Scope of Services, including community engagement methodology and preliminary schedule.
- Tab 6 — Capacity and Availability: Current workload and ability of key personnel to commit to the project schedule.
- Tab 7 — Required Forms: Conflict of Interest Questionnaire (Form CIQ), House Bill 89 Verification, Senate Bill 252 Certification, and any other forms required by Section 9 of this RFQ.

Respondents shall not include proposed fees, hourly rates, or other pricing information in the SOQ. Fees will be negotiated with the selected firm in accordance with Chapter 2254, Texas Government Code.

**5. Evaluation Criteria**

SOQs will be evaluated by a selection committee appointed by the City on the basis of demonstrated competence and qualifications, using the following weighted criteria:

<b>Criterion</b>	<b>Weight</b>
Qualifications and experience of the firm and proposed key personnel with projects of similar scope, scale, and complexity	30%
Demonstrated understanding of the Project and quality of proposed approach and work plan	25%
Relevant experience with Texas municipal civic, parks, and public facility planning and design	20%
Community engagement capability and demonstrated experience facilitating public process	15%
Capacity, availability, and ability to meet the City's schedule	10%
<b>TOTAL</b>	<b>100%</b>

The City may, at its sole discretion, short-list firms and conduct interviews or request additional information prior to final selection.

**6. Selection Process and Schedule**

The anticipated procurement schedule is as follows (all dates subject to change by written addendum):

- Issue Date of RFQ: April 24, 2026
- Optional Pre-Submittal Meeting: May 7, 2026 at 2:00 PM
- Deadline for Written Questions: May 7, 2026 at 5:00 p.m. CT
- City Response to Questions (Addenda Posted): May 12, 2026
- SOQ Submission Deadline: May 15, 2026 at 2:00 p.m. CT (21 calendar days after issue)

- Evaluation and Short-List: May 18-21, 2026
- Interviews (if held): May 22-May 26, 2026
- Anticipated City Council Action: June 1, 2026
- Anticipated Notice to Proceed: June 2, 2026

## 7. Submission Instructions

**Deadline:** SOQs must be received no later than May 15, 2026 at 2:00 p.m. Central Time. Submissions received after the deadline will not be considered.

**Copies:** Respondents shall submit one (1) original marked "ORIGINAL," [four (4)] identical printed copies, and one (1) electronic copy on USB drive or via trobinette@wolfforthtx.us in searchable PDF format.

**Delivery Address:** City Secretary, City of Wolfforth, 302 Main St #2940, Wolfforth, Texas 79382. The outside of the sealed package shall be plainly marked: "RFQ No. 2026-004 — Patterson Park Civic Campus — DO NOT OPEN."

**Questions:** All questions regarding this RFQ must be submitted in writing to Terri Robinette, City Secretary at trobinette@wolfforthtx.us no later than May 7, 2026 at 5:00 PM. Responses will be issued by written addendum posted on the City's website. Respondents shall not contact members of the City Council, City staff, or the selection committee concerning this RFQ other than through the designated procurement contact; such contact may result in disqualification.

## 8. General Terms and Conditions

### 8.1 Governing Law

This RFQ and any resulting contract shall be governed by the laws of the State of Texas. Venue for any dispute shall lie in Lubbock County, Texas.

### 8.2 Professional Services Procurement Act

Selection shall be made in accordance with Chapter 2254, Subchapter A, Texas Government Code. No pricing or fee information shall be included in the SOQ.

### 8.3 Public Information

All materials submitted in response to this RFQ become the property of the City and are subject to the Texas Public Information Act, Chapter 552, Texas Government Code. Respondents must clearly identify any information claimed to be proprietary or confidential; the City cannot guarantee the confidentiality of any submission.

### 8.4 Conflict of Interest Questionnaire (Form CIQ)

Respondents must comply with Chapter 176, Texas Local Government Code, and submit a completed Conflict of Interest Questionnaire (Form CIQ) if required.

### 8.5 House Bill 89 Verification (Chapter 2271)

Pursuant to Chapter 2271, Texas Government Code, respondents entering into a contract with the City of \$100,000 or more must verify that the respondent does not boycott Israel and will not boycott Israel during the term of the contract.

#### **8.6 Senate Bill 252 Certification (Chapter 2252)**

Pursuant to Chapter 2252, Texas Government Code, the City may not enter into a contract with a company engaged in business with Iran, Sudan, or a foreign terrorist organization as designated by the Texas Comptroller.

#### **8.7 Form 1295 — Certificate of Interested Parties**

Pursuant to Section 2252.908, Texas Government Code, the selected firm will be required to submit a completed Form 1295 prior to contract execution.

#### **8.8 Insurance**

The selected firm will be required to maintain, at minimum, commercial general liability, automobile liability, workers' compensation, and professional liability (errors and omissions) insurance in amounts and forms acceptable to the City, and to name the City as an additional insured where applicable.

#### **8.9 Non-Discrimination and Equal Opportunity**

The City is an equal opportunity employer and encourages submissions from all qualified firms, including historically underutilized businesses (HUBs).

#### **8.10 No Obligation; Costs of Preparation**

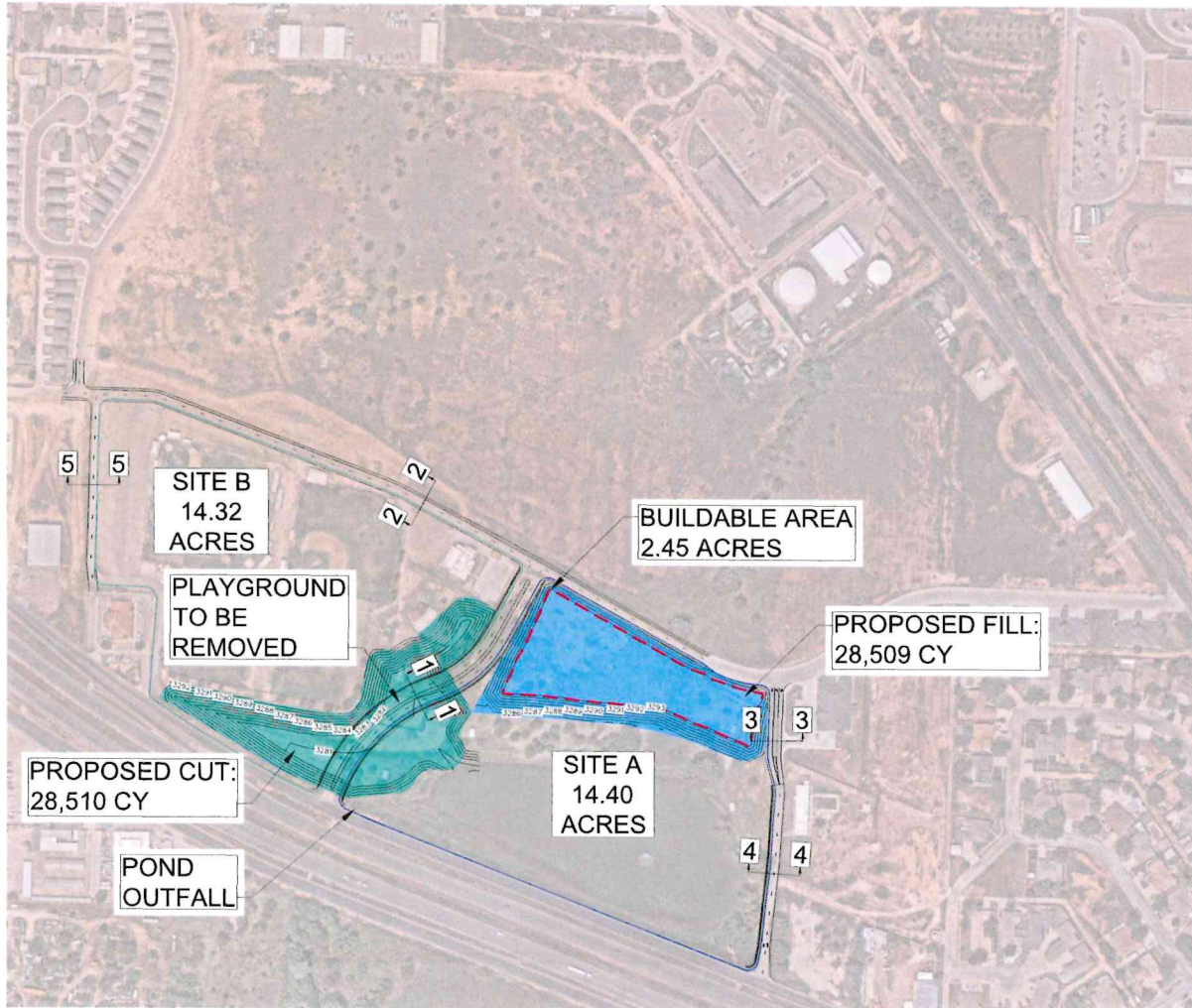
The City shall not be liable for any costs incurred by any respondent in preparing, submitting, or presenting an SOQ. This RFQ does not commit the City to enter into any agreement, award any services, or pay any costs incurred in preparation of a response.

### **9. Contact**

All communications regarding this RFQ shall be directed to:

**Terri Robinette, City Secretary** City of Wolfforth 302 Main St #2940 Wolfforth, Texas 79382  
Telephone: (806) 855-4120 Email: trobinette@wolfforthtx.us

EXHIBIT A - SITE A  
14.4 acre site  
Proposed Civic Campus Site — Patterson Park, Wolfforth, Texas



- Grading Cut
- Grading Fill
- Site A Outline
- Site B Outline
- Buildable Area



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	May 18, 2026
<b>ITEM TITLE:</b>	Consider and take appropriate action on Ordinance 2026-008 adopting a franchise agreement with South Plains Electric Cooperative (SPEC).
<b>STAFF INITIATOR:</b>	Randy Criswell, City Manager

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### BACKGROUND:

As of the time of the preparation of this item, we are in continued negotiations with SPEC for a Franchise Agreement. Rick and I have been working on this for several months per your authorization, and we're close to having a new agreement. As a reminder, there is no current agreement. The previous agreement expired in 2013, and we didn't discover this until a couple of years ago when we realized the Atmos agreement was expired and started looking at all of them. Since that time, SPEC has performed under the expired agreement at a 3% franchise fee. We've been working toward a new, 20-year agreement with a 5% franchise fee.

We've modernized the agreement and worked with SPEC to come to agreement on all but one portion of the franchise. The old agreement contained language that if the City requests SPEC to move a utility as a result of a public improvement such as a street, parks, or water/sewer project being built by the City, then SPEC must relocate at no cost to the City unless the SPEC improvements are "...on private easements purchased by SPEC and recorded prior to the dedication of any street, alley, or public way" in which case the City must reimburse SPEC for its cost of relocation. SPEC has rejected this language in current discussions, and has proposed the following language "The provisions of this section shall not apply to improvements made by SPEC on private easements granted or acquired by SPEC prior to any dedication of any street, alley, or public way." So in the old language, the City paid nothing for relocation UNLESS it was a recorded, purchased, private easement. The SPEC proposed language requires the City to pay for any relocation if an easement exists whether filed or not.

We're in continued discussions with SPEC and at the very least just want to update Council on this matter.

### EXHIBITS:

### COUNCIL ACTION/STAFF RECOMMENDATION:

No specific recommendation as of preparation of this item.



## AGENDA ITEM COMMENTARY

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**MEETING NAME:** City Council  
**MEETING DATE:** May 18, 2026  
**ITEM TITLE:** Council Budget Work Session #1 for FY 2027 Budget.  
**STAFF INITIATOR:** Randy Criswell, City Manager

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**BACKGROUND:**

I look forward to our first budget work session.

**EXHIBITS:**

**COUNCIL ACTION/STAFF RECOMMENDATION:**

None at this time