

CITY COUNCIL MEETING

June 17, 2024 at 6:00 PM Wolfforth City Hall - 302 Main Street Wolfforth, TX

AGENDA

CALL MEETING TO ORDER

INVOCATION - Councilmember Place 2 Wesley Houck PLEDGE OF ALLEGIANCE - Mayor Addington 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.

RECOGNITION AND PROCLAMATIONS

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.

- **<u>1.</u>** Consider and take appropriate action on minutes from June 3, 2024 City Council Meeting
- 2. Consider and take appropriate action on minutes from June 10, 2024 City Council Meeting
- 3. Consider and take appropriate action on May 2024 Departmental Reports

REGULAR SESSION

- **<u>4.</u>** Consider and take appropriate action on Resolution No. 2024-019, a resolution expressing intent to reimburse costs of water system projects.
- 5. Consider and take appropriate action on Resolution 2024-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS MUNICIPAL LEAGUE FOR CYBER LIABILITY AND DATA BREACH RESPONSE; AND PROVIDING AN EFFECTIVE DATE

- **<u>6.</u>** PUBLIC HEARING: Consider and take appropriate action on public hearing on a proposed economic development project to purchase land on major roads within the city of Wolfforth to promote new or expanded business development.
- Consider and take appropriate action on final plat for Harvest Phase 9 Lots 1114-1229 and 1233-1241.
- Consider and take appropriate action on agreement with Holly Betenbough IRA for Alcove paving
- 9. Consider and take appropriate action on Resolution 2024-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH ADOPTING A MORATORIUM ON NEW MULTIFAMILY DEVELOPMENT.

10. Consider and take appropriate action on Economic Development Corporation partnership with Retail Strategies.

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:

- 11. 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) Holly Betenbough IRA Agreement
- 12. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

RECONVENE INTO OPEN SESSION

In accordance with Texas Government Code, chapter 551, the City Council will reconvene into regular session to consider action, if any, on matters discussed in executive session.

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

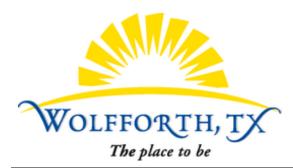
ADJOURN

In accordance with the Americans with Disability Act any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Secretary at 806-855-4120 or send written request to P.O. Box 36 Wolfforth Texas 79382 at least 48 hours in advance of the meeting date.

Certification

I, the undersigned authority do hereby certify that the Notice of Meeting was posted at City Hall of the City of Wolfforth, Texas was posted on June 14, 2024 at 5:00 p.m.

/s/ Terri Robinette, City Secretary



CITY COUNCIL MEETING

June 03, 2024 at 6:00 PM Wolfforth City Hall - 302 Main Street Wolfforth, TX

MINUTES

CALL MEETING TO ORDER

Meeting called to order by Mayor Pro Tem Hutcheson at 6:00 PM

INVOCATION - Councilmember Place 5 Austin Brashier

PLEDGE OF ALLEGIANCE - Councilmember Place 1 David Cooper

ROLL CALL AND ESTABLISH A QUORUM

PRESENT

Councilmember Place 1 David Cooper Councilmember Place 2 Wesley Houck Mayor Pro Tem Doug Hutcheson Councilmember Place 4 Charlotte McDonald Councilmember Place 5 Austin Brashier ABSENT Mayor Charles Addington

SAFETY REVIEW

CITIZEN ENGAGEMENT

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RECOGNITION AND PROCLAMATIONS

1. Emergency Medical Services Week - June 2-8, 2024

Mayor Pro Tem Hutcheson presented a proclamation declaring Emergency Medical Services Week - June 2-8, 2024

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.

Motion to accept Consent Agenda

Motion made by Councilmember Place 1 Cooper, Seconded by Councilmember Place 2 Houck. Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor Pro Tem Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

2. Consider and take appropriate action on minutes from May 20, 2024 City Council meeting

REGULAR SESSION

3. Oath of Office - Councilmember Place 1 David Cooper

Newly elected Councilmember Place 1 David E Cooper was given the oath of office.

4. Consider and take appropriate action on request from Wolfforth Land Company to accept a performance bond in lieu of required improvements for Iron Horse 2, Lots 177-372.

Briggs Montgomery with Wolfforth Land Company presented the Council with an update on the progress of Ironhorse Phase 2. Project is on track with streets to be complete by the end of month, alley paving by the end of July, Atmos gas should be done by end of June. Work will continue as weather permits. Project is at the 75% completion phase as required by the Ordinance.

The Ordinance was amended approximately 2 months ago to require development to have water and sewer complete and other improvements at 75% completion before a developer can make a request for a bond in lieu of the required improvements to the Council.

Motion to accept the presented bond in lieu of improvements for Iron Horse 2, Lots 177-372.

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

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor Pro Tem Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

5. Consider and take appropriate action on report on short-term rentals.

City Manager Randy Criswell addressed the Council regarding a report on short-term rentals. Short-term rentals are not currently allowed in Wolfforth. Tara Tomlinson, Director of Development, expanded on the report with a history of events and complaints dating back to 2021. The Council at that time, considered the ordinance with feedback from the Community Development Corporation and citizens in attendance who spoke at Council meetings. The decision was made to leave the ordinance as is, not allowing transient tenancy.

No action was taken.

 Consider and take appropriate action on request to establish Candace Layman Memorial Fund, to benefit Wolfforth animal control services

Discussion of establishing the Candace Layman Memorial Fund to benefit Wolfforth animal control services. This fund would allow people to donate specifically to animal control operations for the city of Wolfforth and honor her memory as a long-serving City employee.

Motion to establish the Candace Layman Memorial Fund to benefit Wolfforth animal control services.

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

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor Pro Tem Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

 Consider and take appropriate action on request to establish a capital campaign and fund for the Wolfforth Library

The Council considered the request for the creation of a 501c3 to raise funds for capital improvements to the City Library. The Library has experienced tremendous growth in programs and participation and the needs for more space

Motion to establish the Wolfforth Library Capital Campaign Fund

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

Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor Pro Tem Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Reminder of Budget Meeting on Monday, June 10 at 3:00 PM.

ADJOURN

Motion to adjourn at 6:37 PM.

Motion made by Councilmember Place 4 McDonald, Seconded by Councilmember Place 1 Cooper. Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor Pro Tem Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

PASSED AND APPROVED THIS THE 17TH DAY OF JUNE, 2024.

Charles Addington, II, Mayor City of Wolfforth, Texas

ATTEST:

Terri Robinette, City Secretary



CITY COUNCIL MEETING

June 10, 2024 at 3:00 PM Wolfforth City Hall - 302 Main Street Wolfforth, TX

MINUTES

CALL MEETING TO ORDER

Meeting was called to order by Mayor Addington at 3:00 PM

INVOCATION - Councilmember Place 1 David Cooper

PLEDGE OF ALLEGIANCE - Councilmember Place 2 Wesley Houck

ROLL CALL AND ESTABLISH A QUORUM

PRESENT

Mayor Charles Addington Councilmember Place 1 David Cooper Councilmember Place 2 Wesley Houck Mayor Pro Tem Doug Hutcheson Councilmember Place 4 Charlotte McDonald Councilmember Place 5 Austin Brashier

SAFETY REVIEW

CITIZEN ENGAGEMENT

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

There were no public comments.

EXECUTIVE SESSION

In accordance with Texas Government Code, section 551-001, et seq., the City Council will recess into executive session (closed meeting) to discuss the following:

The Council convened into Executive Session on June 10, 2024 at 3:01 PM.

 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

RECONVENE INTO OPEN SESSION

In accordance with Texas Government Code, chapter 551, the City Council will reconvene into regular session to consider action, if any, on matters discussed in executive session.

The Council reconvened into open session on June 10, 2024 at 3:10 PM. No action was taken.

REGULAR SESSION

 Consider and take appropriate action on budget workshop for fiscal year 2025 Annual Budget Presentation concerning the FY 2025 budget were given to Council by City Manager Randy Criswell and Department Heads.

Currently FY 2024 budget is roughly \$16 million.

Budget consists of three major funds: General, Utility and Sanitation

Current tax rate is \$0.731784 with 2023 Taxable values of \$563 million. 2024 Estimated taxable value is \$773 million which includes \$81 million in new property. Final certified values should be received by late July.

Sales Tax is currently budgeted at \$1.3 million with a proposed budget for FY 2025 at \$1.3 million. Sales taxes have leveled off over the last 2 years even with new commercial growth.

Water Revenue is currently budgeted at \$4.5 million. Proposed budget will come after conversations with Newgen Strategies as they complete the City's rate study and Impact Fee implementation.

Sewer Revenue is expected to increase for FY 2025 to an approximate \$1,150,000.

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In regards to Sanitation, contract with Republic Services expires April 2025. Future contract RFP process will begin soon so that a proposal and contract is ready for the Council's consideration in advance of March 2025.

Police Chief and Assistant City Manager Rick Scott addressed the Council concerning police department needs. Increasing manpower and equipment comes at a cost but is necessary as we continue to grow. The request for FY 2025 is for 3 additional officers: 2 Patrol Officers and 1 Detective. Additional vehicles would be needed in addition to the replacement of some older model police units.

Fire Chief Lance Barrett presented needs of the Fire Department. Two main priorities are man power and equipment needs. Pay rates need to be evaluated to maintain recruitment. Facilities including maintenance to the fire office and current station are needed. New ambulance and fire engine will be complete as we move into fiscal year 2025 and 2026.

Randy Hall with Public Works outlined needs including two additional personnel, replacement of two vehicles, and the trade-in of a 2021 Backhoe for a new 2024 backhoe to take advantage of high trade in values.

Kim Brantley, Library Director, presented to Council a consideration for a Strategic Plan for the expansion of the Library and the current needs and growth of the community. This process takes about 3 years to complete at a cost of \$50,000.

Development Department wants to focus on the clean up of several properties within the City. These include some rubbish cases and substandard structure cases. The process has begun with notifications to homeowners. Department Director Tara Tomlinson presented the Council with costs associated with property clean up. Some meeting space would be helpful to this department along with a continuation of training and certifications. As a look ahead into FY 2026, additional personnel will be needed to continue to meet the level of customer service the department strives for.

City Manager Randy Criswell discussed personnel with Council in regards to implementation of the comp/class study. Those figures are currently in the draft budget.

An increase in the TMRS employee contribution to a 7% rate should be considered. This would be a significant benefit to employees. More information will be given to the Council when rates are available from TMRS.

Planning for future facilities is also a priority of the City Manager.

Fund Balance at year end 2023: General Fund \$3,617,278 and Utility Fund \$3,739,518.

ARPA money will be used for water projects currently underway. All funds will be spent by December 31, 2026.

Moving Forward:

Budget and Tax Rate Adoption Calendar

June 17 - Regular Meeting and Budget Workshop

July 1 - Regular Meeting and Budget Workshop

July 15 - Regular Meeting and Budget Workshop

July 29 - Special Meeting for Budget Workshop (if required)

August 5 - Regular Meeting and Budget Workshop

August 19 - Regular Meeting and Budget Workshop

August 26 - Adopt Budget and Tax Rate at Special Meeting

Mr. Criswell requested comments from the Council pertaining to their priorities. The following comments were provided:

Councilmember Austin Brashier: maintain current tax rate, no increases to sewer rate, pay down as much debt as possible to prepare for facility needs, fund some fire department equipment mainly air compressor and Stryker equipment, increases in staff for police department is a high priority, personnel should come before equipment, explore new revenue streams similar to Emergifire.

Councilmember Charlotte McDonald: concentrate on department head concerns and would like more information on the comp/class study

Councilmember Doug Hutcheson: leaves priorities with staff and City Manager, tax rate increase could be considered

Councilmember Wesley Houck: would like to see draft numbers to help visualize the full picture. would like to see incentives to continue growth in sales tax base such as manufacturing etc... to alleviate heavy reliance on property tax

Councilmember David Cooper: supports a balanced budget and wishes the Department Heads and Management to continue their work on the budget.

Mayor Addington: continued support of economic development to help relieve the dependence on property taxes, continue to take care of our employees

Motion to adopt the following Budget and Tax Rate Adoption Calendar

June 17 - Regular Meeting and Budget Workshop

July 1 - Regular Meeting and Budget Workshop

July 15 - Regular Meeting and Budget Workshop

July 29 - Special Meeting for Budget Workshop (if required)

August 5 - Regular Meeting and Budget Workshop

August 19 - Regular Meeting and Budget Workshop

August 26 - Adopt Budget and Tax Rate at Special Meeting

Motion made by Councilmember Place 1 Cooper, Seconded by Mayor Pro Tem Hutcheson. Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor Pro Tem Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURN

Motion to adjourn at 5:12 PM.

Motion made by Councilmember Place 1 Cooper, Seconded by Councilmember Place 4 McDonald. Voting Yea: Councilmember Place 1 Cooper, Councilmember Place 2 Houck, Mayor Pro Tem Hutcheson, Councilmember Place 4 McDonald, Councilmember Place 5 Brashier

PASSED AND APPROVED THIS THE 17TH DAY OF JUNE, 2024.

Charles Addington, II, Mayor City of Wolfforth, Texas

ATTEST:

June 10, 2024 City Council Minutes

Terri Robinette, City Secretary

Departmental Reports May 2024

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Development Reports May 2024

Permit Title	Permit Description	Project Address	Applicant	Date Started	Project Square Feet	Estimated Valuation
Building Permit New (R)	New Single Family	606 E 13th Street	Tim Roten, HomeMakers Building Group LLC	05/01/2024	2431	250393
Building Permit New (R)	New Single Family	2909 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/20/2024	2240	230720
Building Permit New (R)	New Single Family	2912 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/13/2024	2412	248436
Building Permit New (R)	New Single Family	2908 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/13/2024	2793	287679
Building Permit New (R)	New Single Family	2910 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/13/2024	2567	264401
Building Permit New (R)	New Single Family	2903 Ranch Avenue	Betenbough Homes, Betenbough Homes	05/13/2024	3619	372757
Building Permit New (R)	New Single Family	2914 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/13/2024	2261	232883
Building Permit New (R)	New single family	701 E 18th Street	Gilbert Arredondo, M&M Homes	05/01/2024	2421	249363
Building Permit New (R)	New Single Family	2911 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/20/2024	2106	216918
Building Permit New (R)	New Garden Home	2003 Settler Avenue	Betenbough Homes, Betenbough Homes	05/20/2024	1419	146157
Building Permit New (R)	New Single Family	1412 E 29th Street	Betenbough Homes, Betenbough Homes	05/20/2024	3597	370491
Building Permit New (R)	New Single Family	2905 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/20/2024	2212	227836
Building Permit New (R)	New Single Family	627 E 31st Street	Betenbough Homes, Betenbough Homes	05/13/2024	2261	232883
Building Permit New (R)	New Single Family	2901 Ranch Avenue	Betenbough Homes, Betenbough Homes	05/20/2024	3559	366577
Building Permit New (R)	New Single Family	2905 Cottonwood Avenue	Betenbough Homes, Betenbough Homes	05/20/2024	2303	237209
Building Permit New (R)	New Single Family	2907 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/20/2024	2749	283147
Building Permit New (R)	New Single Family	2916 Cottonwood Avenue	Betenbough Homes, Betenbough Homes	05/20/2024	2567	264401
Building Permit New (R)	New Single Family	2916 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/20/2024	2284	235252
Building Permit New (R)	New Single Family	2914 Cottonwood Avenue	Betenbough Homes, Betenbough Homes	05/20/2024	2303	237209
Building Permit New (R)	New Single Family	2910 Cottonwood Avenue	Betenbough Homes, Betenbough Homes	05/20/2024	2240	230720
Building Permit New (R)	New Single Family	2912 Cottonwood Avenue	Betenbough Homes, Betenbough Homes	05/20/2024	2793	287679
Building Permit New (R)	New Single Family	2913 Cottonwood Avenue	Betenbough Homes, Betenbough Homes	05/20/2024	2114	217742
Building Permit New (R)	New Single Family	2917 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/20/2024	2572	264916
Building Permit New (R)	New Single Family	2915 Corpus Ave	Betenbough Homes, Betenbough Homes	05/13/2024	2212	227836
Building Permit New (R)	New Single Family	2906 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/13/2024	2755	283765
Building Permit New (R)	New Garden Home	2005 Settler Avenue	Betenbough Homes, Betenbough Homes	05/13/2024	1612	166036
Building Permit New (R)	New Single Family	1301 Abbey Rd	Dustin Kreger, Dream Built Homes	05/08/2024	2176	224128
Building Permit New (R)	New Single Family	1402 E 29th Street	Betenbough Homes, Betenbough Homes	05/02/2024	3597	370491
Building Permit New (R)	New Single Family	1203 E 32nd Street	Betenbough Homes, Betenbough Homes	05/02/2024	3559	366577
Building Permit New (R)	New Single Family	1408 E 29th Street	Betenbough Homes, Betenbough Homes	05/02/2024	3619	372757
Building Permit New (R)	New Single Family	2913 Ranch Avenue	Betenbough Homes, Betenbough Homes	05/02/2024	2793	287679
Building Permit New (R)	New Single Family	1407 Durham Avenue	Ruben Gutierrez, raglegacy@gmail.com	05/28/2024	2394	246582
Building Permit New (R)	New Single Family	2917 Cottonwood Avenue	Betenbough Homes, Betenbough Homes	05/28/2024	2793	287679
Building Permit New (R)	New Single Family	2902 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/07/2024	2749	283147
Building Permit New (R)	New Single Family	2904 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/07/2024	2802	288606
Building Permit New (R)	New Single Family	634 E 31st Street	Betenbough Homes, Betenbough Homes	05/07/2024	2212	227836
Building Permit New (R)	New Single Family	2913 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/07/2024	2160	222480
Building Permit New (R)	New Single Family	2918 Cottonwood Avenue	Betenbough Homes, Betenbough Homes	05/28/2024	2755	283765
Building Permit New (R)	New Single Family	2903 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/10/2024	2416	248848
Building Permit New (R)	New Single Family	2906 Cottonwood Avenue	Betenbough Homes, Betenbough Homes	05/28/2024	2415	248745
Building Permit New (R)	New Single Family	610 N 11th St	Austin Brashier, austin@eberleybrooks.com	05/10/2024	4295	442385
Building Permit New (R)	New Single Family	1302 Abbey Rd	Dustin Kreger, Dream Built Homes	05/08/2024	3158	325274
Building Permit New (R)	New Single Family	1304 Abbey Rd	Dustin Kreger, Dream Built Homes	05/08/2024	2766	284898
Building Permit New (R)	New Single Family	633 E 31st Street	Betenbough Homes, Betenbough Homes	05/10/2024	2749	283147
Building Permit New (R)	New Single Family	2909 Cottonwood Avenue	Betenbough Homes, Betenbough Homes	05/28/2024	2793	287679
Building Permit New (R)	New Single Family	2901 Corpus Avenue	Betenbough Homes, Betenbough Homes	05/10/2024	2415	248745
Building Permit New Multi-Family (R)	The Overlook, duplex build	1313 Corpus Avenue	travis sturdivant, sturdivant homes	05/16/2024	4065	418695
		+ - P		, -,	125083	12883549



PLATE	REPORTED VIOLATIONS		CORRECTED VIOLATIONS	TOTAL VIOLATIONS	ACTIVE CASES	ARCHIVED CASES	TOTAL CASES	ISSUED CITATIONS
Illegal Dumping	0	1	0	1	0	3	1	0
Junk Vehicle	0	0	0	0	0	1	0	0
Off-Street Recreational Vehicle Parking and Storage	0	1	0	1	1	0	1	0
Parking or Blocking Sidewalk	0	0	0	0	0	1	0	0
Property Maintenance: Fence	0	0	0	0	0	1	0	0
Recreational Vehicle/Equipment/Trailer Parking in Street	0	0	0	0	0	1	0	C
Stagnant Water, Weeds, and Rubbish	0	34	0	34	33	34	33	(
Tree / Limb Obstructions	0	0	0	0	0	1	0	C
Unsafe/Substandard Structures	0	0	0	0	0	1	0	0
RAGE	0.00	4.00	0.00	4.00	3.78	4.78	3.89	0.00
AL	0.00	36.00	0.00	36.00	34.00	43.00	35.00	0.00

Monthly Report May 2024

New Construction: 47-Residential

Estimated Value: \$12,883,549

Subdivision: Harvest-39, Overlook- 4, Preston Manor- 3,

46-Single Family

1-Multi-Family

Ongoing Construction: 5-Commercial, 186-Residential

Subdivision: Harvest-127, Overlook-14, Preston Manor-12, Windsor Estates-4, Frenship Mesa-4, Overlook West-22

183-Single Family

3- Multi-Family

5-Commerical (2 Methodist Church, 2 FISD Projects, 1 Commercial Strip off Hwy 62/82)

Completed Construction: 24-Residential

Subdivision: Harvest- 17, Preston Manor-2, Iron Horse-2, Overlook-3

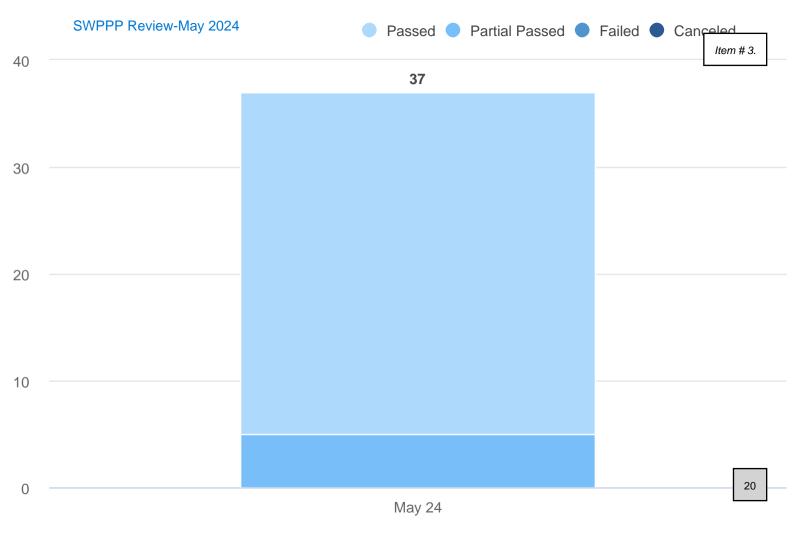
24-Single Family

Platting:

Harvest 8A- TCEQ Approval Granted, went to council 12-18-23 Overlook West Phase 2- TCEQ Approval granted, revised plat to council 4-1-24 Iron Horse Phase 2- TCEQ Approval granted, Council approval 1-22-24 Harvest 9- TCEQ Approval granted, going to Council June 17th

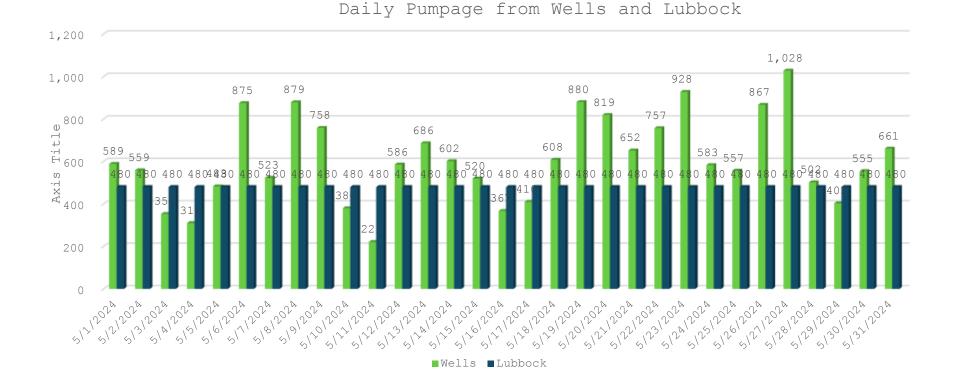
Commercial:

Frenship ISD Soccer Complex- permitted Frenship ISD Expansion of 9th Grade Center- permitted Methodist Church- Accessory Building Methodist Church- Classrooms Permitted Commercial Strip- Patel Dr. and Hwy 62/82- Engineering Review- Drainage



Public Works Reports May 2024

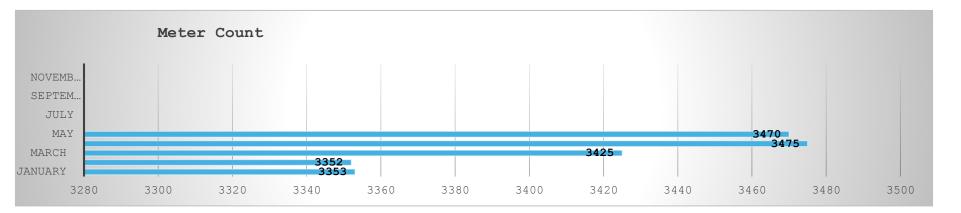
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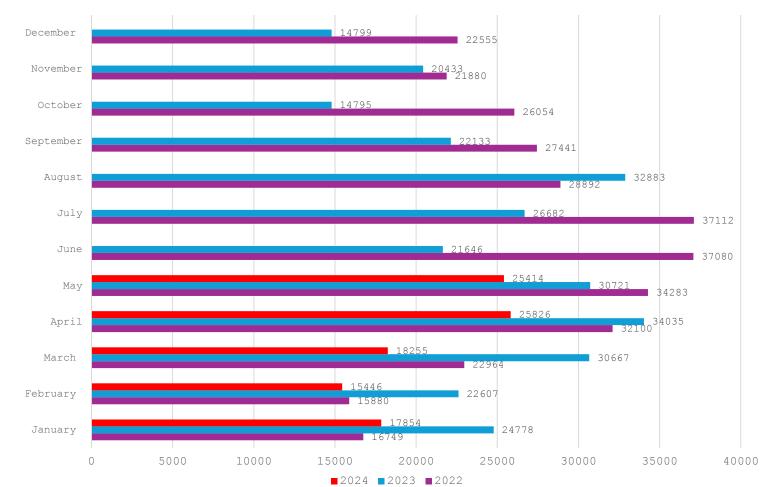




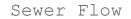
■ Total ■Lubbock Water

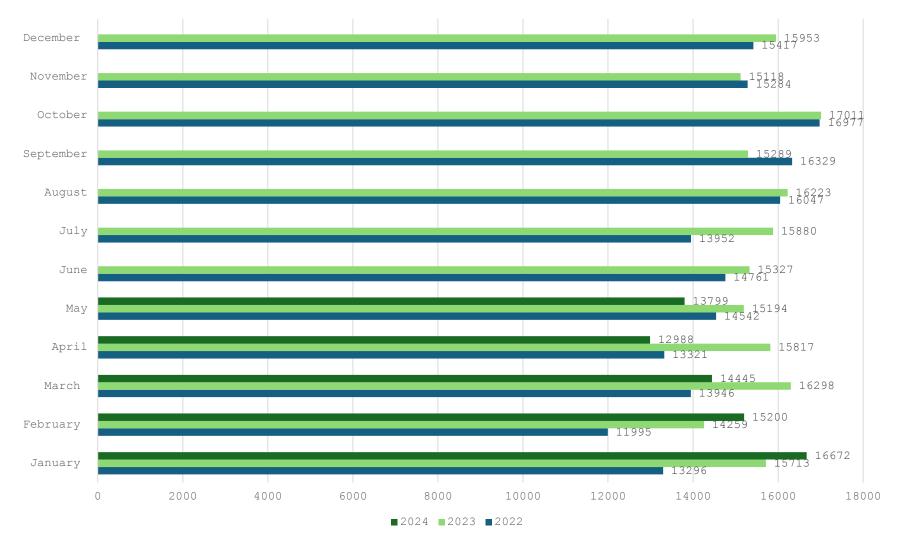


Consumption Comparison



23





24

811 locates	70			
Iworq s	ummary 0 Work	orders		
Building maintenan ce	5 Locks	0 Sewer	1 CSI	0
Container check	Low 7 Pressure	1 Signs	Debris O Removal	0
Data Log	Meter can 6 repair	0 Streets	Other- 0Water	0
Detect leak	Meter 9 Issues	4 Water	Animal at 1 Large	0
Door tag	Meter 9 read	Pothole 1 repair	0	
Furniture	0Re read	2 Repairs	0	
Grade Alley	1 Disonnect	Verify 24 occupancy	2	
Install Meter	57 Reconnect	70 Connect	39	

Library Reports May 2024

Library Report

Dates included: May 1, 2024 – May 31, 2024

Circulation Statistics: 4,356 Checkouts (up 735 from May 2023)

Cards issued: 157 new cards/ 25 digitally (up 43 from May 2023)

Materials Added: 69 Items Value: \$1,728.35

Materials Weeded: 87 Items Value: \$1,201.29

Overdrive (WT Digital Consortium) - 4,609 eBooks, 3,758 eAudiobooks, and 355 eMagazines

Overdrive New User Registrations - 23 new users

Total number of visitors: 2,927 (up 433 from May 2023)

Total number of computer users: 143

Total number of reference questions: 908

Meeting Room reservations: 17

- We have recently converted our Computer Lab into an additional meeting/ study room based on needs expressed by our users.
- We use the large room almost daily for library/ community events, GED/ESL, and Fire/EMT classes.

Program totals: 12 Total Programs: Family – 4 | Preschool – 7| School Age – 0| Teen – 0| Adult – 1 |

Total Activity Participation: 850 Total: 202 Babies | 324 Children | 29 Teens | 295 adults (up 325 from May 2023

May Beanstack overview: 328 New Registrations | 3,888 books | 2,331 minutes read | 236 Active Readers *Some programs track minutes read and some track the books read. (up 36 new users, 1,561 books, and 133 active readers from May 2023)

Summer Reading 2024: 429 Registered Participants | 265 Active Participants | 2,999 Books Read (2 weeks into the summer reading program with programs for all ages – May 28 – June 6)

Volunteer Hours: 34.45 hours

The Library has had a busy start to summer reading, with programs by local author, Jefferson Marshall, the singing Zoologist, Lucas Miller, and a life-size Candy Land family game day, just to name a few. The staff is doing a fantastic job handling the increased traffic and circulation. We are incredibly grateful to have many volunteers this summer helping with keeping the library in order, assisting in prepping programs, and any other task we need assistance with.

I have been working on preparing my budget packet for the Lubbock County Commissioners for the 2025 fiscal year. I am requesting an increase in funding again this year as we continue to see significant increases in usage and with that increases in operating expenses. With Randy's assistance, we have compiled significant data to support this request and I will be presenting it in person on Thursday, June 13th. An update will be provided once a decision on our request has been made.

Police Reports May 2024

WOLFFORTH POLICE DEPARTMENT

Calls - By Type

05\01\2024 thru 05\31\2024

Туре	Description	# Of Calls	
5	ACCIDENT (BLUE FORM)	1	
7	ACCIDENT (REPORTABLE)	5	
9	ALARM (FALSE BUSINESS)	9	
11	ALARM (FALSE NON-BILLABLE)	1	
1	ALARM (FALSE RESIDENTIAL)	10	
3	ALARM (FALSE SCHOOL)	1	
10	ANIMAL COMPLAINT	6	
15	ASSAULT (THREAT)	1	
16	ASSIST OTHER AGENCY (FIRE EMS)	14	
18	ASSIST OTHER AGENCY (OTHER)	12	
22	BURGLARY (RESIDENTIAL)	1	
23	BURGLARY (VEHICLE)	1	
24	CHECK BUSINESS	43	
25	CHECK RESIDENCE	6	
26	CHECK WELFARE (PERSON)	23	
27	CITY ORDINANCE VIOLATION	1	
28	CIVIL DISPUTE	7	
29	CIVIL MATTER	8	
36	CPS INVESTIGATION	1	
37	CRIMINAL MISCHIEF (ALL OTHERS)	8	
39	CRIMINAL TRESPASS	1	
41	DEADLY CONDUCT	3	
43	DISORDERLY CONDUCT	12	
44	DOMESTIC (ARREST)	1	
45	DOMESTIC (NON ARREST)	3	
47	DRUG PARAPHERNALIA	1	
49	DRUGS MISD.	3	
50	DUIM	1	
52	EMERGENCY DETENTION	1	
57	FORGERY	1	
59	HARASSMENT	1	
60	INFORMATION	17	
66	MOTORIST ASSIST	3	
67	OTHER	1	
68	PROPERTY (FOUND)	2	
70	PROWLER	1	
71	PUBLIC INTOXICATION	1	
101	RADAR CHECK	96	
102	REPORT	18	
73	RUNAWAY	5	
100	S.T.E.P	10	
74	SCHOOL PATROL	30	
78	SUSPICIOUS ACTIVITY (PERSON)	13	
79	SUSPICIOUS ACTIVITY (VEHICLE)	16	
77		3	
80	THEFT	11	
82		5	
83		4	
84		3	
86	TRAFFIC HAZARD (LIGHTS OUT, WIRES DOWN, DEBRIS IN ROADWAY, ETC)	1	
06/05/2024 08:15		1 of 2	

29

Туре	Description	# Of Calls	ltem # 3.
89	UUMV	1	
90	VEHICLE (ABANDONED)	2	
92	VEHICLE (PARKING VIOLATION)	1	
91	VEHICLE (DISABLED)	1	
93	VEHICLE (REPOSSESSION)	1	
96	WARRANT SERVICE (CRIMINAL)	3	
97	WARRANT SERVICE (TRAFFIC)	1	
98	ZONE PATROL	1,265	
	Total	1,702	

OffenseStopCount

This report does not include voided, test, or deleted records, but does include warnings (if *ALL* or WARNINGS is selected in the Stop Result field.

	252 Stops	369 Violations
	252 Stops	369 Violations
Defective Head Lamps		20
Defective Stop Lamps		23
Defective Tail Lamps		18
Expired Registration		24
Fail to move over or reduce speed passing TXDOT		1
Fail to Stop Proper Place - Traffic Light		3
Fail to Stop-Designated Point - Stop Sign		10
Failure to Maintain Financial Responsibility		16
No Driver License		16
No License Plate Light		33
Open Container in Motor Vehicle - Driver		8
Possession of Drug Paraphernalia		5
Ran Stop Sign		10
Speeding		64
Turned Right Too Wide		6
Violate Driver License Restriction		2
Display Unclean License Plates		3
No Tail Lamps		5
Speeding in School Zone		3
Unrestrained Child - Safety Seat Violation		5
Failed To Signal Turn		8
Failed To Yield Right Of Way		3
Open Container in Motor Vehicle - Passenger		2
Park/Stand W/In 20 Ft Crosswalk At Intersection		1
Turned Right From Wrong Lane		2
Disregarded Traffic Control Device		2
Fail to Display Driver License		5
Ran Red Light		6
Use of Wireless Device in School Zone		1

Report Created: 6/5/2024 1:17:56 PM



OffenseStopCount

Driving While License Invalid	3
Expired Driver License	4
Failed To Drive In Single Lane	7
Operate Motor Vehicle Without Plates	2
Leaving Scene Of Accident	1
Defective Turn Signal Lamps	1
Drove Without Lights When Required	9
Failed to Dim Headlights - Meeting	5
Id Lamps Not Visible Sufficient Distance	5
Minor in Possession of Tobacco	5
Parking On Roadway	1
Driving Under Influence - Minor	1
Minor In Possession	3
No Head Lamps - When Not Equipped	1
Fail To Control Speed	2
Failed To Signal Lane Change	2
Fictitious License Plate/Registration/Safety Inspection	1
Failed To Signal Distance Before Turn	5
Impeding Traffic	1
Improper Turn	2
No Seat Belt - Passenger	1
Operate ATV on Public Street, Road or Highway	1
Wrong Color Clearance Lights	1



Fire Department Reports May 2024

Wolfforth	n Fire EMS							
2024 Run	Totals							
January	City of Wolfforth	Lubbock County	City of Lubbock	City of Ropesville	Hockley County	City of Levelland	Yoakum Co	
Fire	28	22		4			1	55
EMS	38	41		8	6			93
February								
Fire	15	14						29
EMS	34	40	3	3	2			82
March								
Fire	12	19			1			32
EMS	64	49	3	2	10			128
April								
Fire	15	17						32
EMS	60	47	3	1	10			121
May								
Fire	16	11			1	1		29
EMS	52	49		2	4			107
June								
Fire								0
EMS								0
July								
Fire								0
EMS								0
August								0
Fire								0
EMS								0

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Budget Reports May 2024

City of Wolfforth



My Budget Item # 3. Account Summary

For Fiscal: 2023-2024 Period Ending: 05/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent
Fund: 01 - General Fund	d						•
Revenue							
Department: 000 -	Non-departmental						
01-000-31100-000	Property Taxes	4,029,212.00	4,029,212.00	27,431.03	4,369,233.69	340,021.69	108.44 %
01-000-31300-000	Sales Tax	1,300,000.00	1,300,000.00	125,522.37	660,249.08	-639,750.92	49.21 %
01-000-31600-000	Franchise Fees	350,000.00	350,000.00	40,700.92	208,233.55	-141,766.45	49.21 %
01-000-32200-000	Building Permits	340,000.00	340,000.00	55,070.41	207,428.11	-132,571.89	40.30 % 38.99 %
01-000-32310-000	Electrical Permits	105,000.00	105,000.00	20,653.80	104,515.10	-484.90	
01-000-32320-000	Mechanical Permits	115,000.00	115,000.00	11,118.20	99,204.02		
01-000-32330-000	Plumbing Permits	98,000.00	98,000.00	19,436.80		-15,795.98	13.74 %
01-000-32340-000	Sprinkler Permits	7,500.00	7,500.00	1,190.00	104,418.27	6,418.27	106.55 %
01-000-32400-000	Re-Inspection Fees	2,100.00	2,100.00	490.00	7,700.00	200.00	102.67 %
01-000-32450-000	Engineer Review Fee	300,000.00	300,000.00		3,780.00	1,680.00	180.00 %
01-000-32500-000	Alarm Permits and Fees	600.00	600.00	0.00	2,050.00	-297,950.00	99.32 %
01-000-32600-000	Fire Inspections	1,000.00		0.00	350.00	-250.00	41.67 %
01-000-32700-000	Solar Panel Permit	4,000.00	1,000.00	0.00	7,977.22	6,977.22	797.72 %
01-000-32800-000	Plat Fee		4,000.00	175.00	1,575.00	-2,425.00	60.63 %
01-000-32900-000	Miscellaneous Permits	22,500.00	22,500.00	250.00	4,500.00	-18,000.00	80.00 %
01-000-33800-000	County Library Funds	4,400.00	4,400.00	289.67	908.48	-3,491.52	79.35 %
01-000-33801-000		14,754.00	14,754.00	0.00	14,754.00	0.00	0.00 %
01-000-33860-000	Library Revenue Billboard Revenue	3,200.00	3,200.00	495.28	3,398.71	198.71	106.21 %
01-000-33900-000		3,000.00	3,000.00	250.00	2,000.00	-1,000.00	33.33 %
01-000-33950-000	Training Center Rental Fee	4,800.00	4,800.00	0.00	0.00	-4,800.00	100.00 %
01-000-33955-000	City Buildings Rent	58,000.00	58,000.00	4,699.00	37,592.00	-20,408.00	35.19 %
01-000-34200-000	Lease Income	24,000.00	24,000.00	30.00	12,240.00	-11,760.00	49.00 %
	County Fire Funds	210,000.00	210,000.00	0.00	185,380.00	-24,620.00	11.72 %
01-000-34205-000	Fire Suppression Revenue	0.00	0.00	1,223.70	3,070.09	3,070.09	0.00 %
01-000-34500-000	EMS Billing Revenue	326,000.00	326,000.00	30,260.78	203,977.46	-122,022.54	37.43 %
01-000-34520-000	EMS Standby Revenue	20,000.00	20,000.00	0.00	7,400.00	-12,600.00	63.00 %
01-000-34700-000	Kennel Care	500.00	500.00	57.00	373.00	-127.00	25.40 %
01-000-35100-000	Municipal Court Revenue	165,000.00	165,000.00	7,444.07	90,670.63	-74,329.37	45.05 %
01-000-35150-000	Police Donations	500.00	500.00	0.00	0.00	-500.00	100.00 %
01-000-36110-000	Interest income	40,000.00	40,000.00	0.00	101,668.43	61,668.43	254.17 %
01-000-36600-000	Abatement Reimbursement	0.00	0.00	570.00	4,429.63	4,429.63	0.00 %
01-000-36610-000	Abatement Administration	600.00	600.00	600.00	6,439.00	5,839.00	1,073.17 %
01-000-36800-000	Long/Short	0.00	0.00	0.00	140.42	140.42	0.00 %
01-000-36910-000	Miscellaneous Income	10,000.00	10,000.00	170.00	1,033.37	-8,966.63	89.67 %
01-000-36920-001	Salary Expense Recovery-EDC	74,742.00	74,742.00	5,774.37	48,927.98	-25,814.02	34.54 %
01-000-36930-000	COBRA Administration Fee	0.00	0.00	8.59	42.95	42.95	0.00 %
01-000-36980-000	Gain on Sale of Assets	0.00	0.00	0.00	3,550.00	3,550.00	0.00 %
01-000-37100-000	Municipal Park Income	10,000.00	10,000.00	0.00	7,025.00	-2,975.00	29.75 %
01-000-37201-000	Events receipts	1,650.00	1,650.00	0.00	0.00	-1,650.00	100.00 %
01-000-38200-000	Mastercard Rebate	4,000.00	4,000.00	0.00	2,314.69	-1,685.31	42.13 %
01-000-39950-000	Transfers in	464,405.00	464,405.00	0.00	0.00	-464,405.00	100.00 %
	Department: 000 - Non-departmental Total:	8,114,463.00	8,114,463.00	353,910.99	6,518,549.88	-1,595,913.12	19.67%
	Revenue Total:	8,114,463.00	8,114,463.00	353,910.99	6,518,549.88	-1,595,913.12	19.67%

For Fiscal: 2023-2024 Period Endit Item # 3.

		Original	Current	Period	Fiscal	Variance Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	
Expense							
Department: 100 - Admin							
01-100-41000-000	Wages	324,875.00	324,875.00	25,451.80	209,474.61	115,400.39	35.52 %
01-100-41005-000	Longevity	300.00	300.00	18.48	152.46	147.54	49.18 %
01-100-41006-000	Certification Pay	3,600.00	3,600.00	276.92	2,284.59	1,315.41	36.54 %
01-100-41007-000	Vehicle Allowance	6,000.00	6,000.00	923.08	5,884.62	115.38	1.92 %
01-100-41008-000	Deduction Reimbursements	0.00	0.00	923.08	1,846.16	-1,846.16	0.00 %
01-100-41010-000	Vacation Buy Back	10,000.00	10,000.00	0.00	11,449.44	-1,449.44	-14.49 %
01-100-41200-000	Retirement	36,725.00	36,725.00	3,166.38	25,486.13	11,238.87	30.60 %
01-100-41200-001	Retirement-CM	0.00	0.00	753.84	3,392.28	-3,392.28	0.00 %
01-100-41300-000	FICA	25,152.00	25,152.00	2,149.42	15,016.06	10,135.94	40.30 %
01-100-41300-001	IRS Adjustments	0.00	0.00	0.00	1,204.86	-1,204.86	0.00 %
01-100-41400-000	Hospitalization	27,911.00	27,911.00	2,493.63	18,257.06	9,653.94	34.59 %
01-100-41500-000	Workers' Comp	669.00	669.00	0.00	0.00	669.00	100.00 %
01-100-41700-000	Unemployment	27.00	27.00	0.00	351.00		1,200.00 %
01-100-41905-000	Medova Insurance Claim Settlemen	0.00	0.00	0.00	1,884.57	-1,884.57	0.00 %
01-100-42010-000	Office Supplies	6,000.00	6,000.00	639.54	7,275.17	-1,275.17	-21.25 %
01-100-42021-000	Cleaning Supplies	1,500.00	1,500.00	0.00	769.77	730.23	48.68 %
01-100-42025-000	Food/Drinks	1,000.00	1,000.00	0.00	1,557.01	-557.01	-55.70 %
01-100-42030-000	Office Equipment	5,000.00	5,000.00	0.00	6,055.00	-1,055.00	-21.10 %
01-100-42035-000	Computer Equipment	3,000.00	3,000.00	0.00	2,349.57	650.43	21.68 %
01-100-42150-000	Training Supplies	1,000.00	1,000.00	0.00	131.61	868.39	86.84 %
01-100-42195-000	Special Events and Awards	13,680.00	13,680.00	0.00	25,500.38	-11,820.38	-86.41 %
01-100-43101-000	Legal Services	28,000.00	28,000.00	0.00	15,487.00	12,513.00	44.69 %
01-100-43105-000	Onboarding Employee Services	1,000.00	1,000.00	39.00	1,003.27	-3.27	-0.33 %
01-100-43110-000	Other Professional Services	25,000.00	25,000.00	645.00	12,988.73	12,011.27	48.05 %
01-100-43125-000	IT Services	132,000.00	132,000.00	0.00	56,726.06	75,273.94	57.03 %
01-100-43130-000	Software Licensing	12,000.00	12,000.00	0.00	18,312.91	-6,312.91	-52.61 %
01-100-43140-000	Legal Publications	6,000.00	6,000.00	0.00	90.00	5,910.00	98.50 %
01-100-43145-000	Election Services	24,000.00	24,000.00	0.00	20,441.29	3,558.71	14.83 %
01-100-43147-000	GIS Mapping Services	17,200.00	17,200.00	900.00	7,200.00	10,000.00	58.14 %
01-100-43195-000	Electricity/Gas/Phone	100,000.00	100,000.00	3,750.81	40,597.99	59,402.01	59.40 %
01-100-43201-000	Janitorial	43,200.00	43,200.00	3,150.00	23,800.00	19,400.00	44.91 %
01-100-43210-000	Lawn Care	0.00	0.00	0.00	560.00	-560.00	0.00 %
01-100-43225-000	R & M Building	11,000.00	11,000.00	160.00	18,640.82	-7,640.82	-69.46 %
01-100-43256-000	R & M Damages	0.00	0.00	-4,972.26	22,068.58	-22,068.58	0.00 %
01-100-43265-000	Annual Services Fees	700.00	700.00	0.00	0.00	700.00	100.00 %
01-100-43301-000	Insurance	248,000.00	248,000.00	0.00	259,836.22	-11,836.22	-4.77 %
01-100-43310-000	Records Management Systems	23,000.00	23,000.00	0.00	13,823.00	9,177.00	39.90 %
01-100-43320-000	Postage/Freight	1,000.00	1,000.00	670.17	2,106.54	-1,106.54	-110.65 %
01-100-43401-000	Travel/Training	6,000.00	6,000.00	612.40	7,265.29	-1,265.29	-21.09 %
01-100-43501-000	Dues/Memberships	2,500.00	2,500.00	0.00	2,991.56	-491.56	-19.66 %
01-100-43505-000	Fees	0.00	0.00	0.00	3,772.40	-3,772.40	0.00 %
01-100-43510-000	Tax Appraisal/Collection	45,000.00	45,000.00	0.00	50,331.23	-5,331.23	-11.85 %
01-100-43900-000	Other Contractual	80,000.00	80,000.00	566.14	65,916.32	14,083.68	17.60 %
01-100-46130-000	Building Improvements	0.00	0.00	0.00	8,690.15	-8,690.15	0.00 %
01-100-46170-000	Wolfforth Monument Sign	0.00	0.00	52,318.56	105,700.14	-105,700.14	0.00 %
	Department: 100 - Admin Total:	1,272,039.00	1,272,039.00	94,635.99	1,098,671.85	173,367.15	13.63%

For Fiscal: 2023-2024 Period Endi Item # 3.

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent
Departmen	t: 150 - Financial Administration						
01-150-41000-0	00 Wages	44,067.00	44,067.00	3,394.78	28,918.77	15,148.23	34.38 %
01-150-41002-0	00 Overtime	1,500.00	1,500.00	0.00	87.76	1,412.24	94.15 %
01-150-41005-0	00 Longevity	180.00	180.00	13.84	114.18	65.82	
01-150-41200-0	00 Retirement	5,000.00	5,000.00	380.26	3,247.14	1,752.86	35.06 %
01-150-41300-0	00 FICA	3,400.00	3,400.00	252.92	2,135.77	1,264.23	37.18 %
01-150-41400-0	00 Hospitalization	10,242.00	10,242.00	503.58	4,423.12	5,818.88	56.81 %
01-150-41500-0	00 Workers' Comp	92.00	92.00	0.00	0.00	92.00	100.00 %
01-150-41700-0	00 Unemployment	9.00	9.00	0.00	117.00	-108.00	·1,200.00 %
01-150-42010-0	00 Office Supplies	2,000.00	2,000.00	160.02	1,594.93	405.07	20.25 %
01-150-42030-0	00 Office Equipment	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
01-150-42035-0	00 Computer Equipment	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
01-150-43105-0	00 Audit Services	40,000.00	40,000.00	0.00	34,000.00	6,000.00	15.00 %
01-150-43130-0	00 Software Licensing	30,500.00	30,500.00	0.00	25,991.30	4,508.70	14.78 %
01-150-43320-0	00 Postage/Freight	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00 %
01-150-43401-0	00 Travel/Training	1,000.00	1,000.00	867.10	1,550.24	-550.24	-55.02 %
01-150-43900-0	00 Other Contractual	250,000.00	250,000.00	0.00	83,328.00	166,672.00	66.67 %
	Department: 150 - Financial Administration Total:	392,790.00	392,790.00	5,572.50	185,508.21	207,281.79	52.77%

For Fiscal: 2023-2024 Period Endi

ltem # 3.

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						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining
Department: 10	60 - Building and Grounds						
01-160-41000-000	Wages	70,994.00	70,994.00	5,307.20	43,912.80	27,081.20	38.15 %
01-160-41002-000	Overtime	2,000.00	2,000.00	416.50	1,846.56	153.44	7.67 %
01-160-41005-000	Longevity	120.00	120.00	0.00	0.00	120.00	100.00 %
01-160-41200-000	Retirement	7,944.00	7,944.00	639.33	5,103.52	2,840.48	35.76 %
01-160-41300-000	FICA	5,441.00	5,441.00	437.87	3,500.72	1,940.28	35.66 %
01-160-41400-000	Hospitalization	12,547.00	12,547.00	992.90	7,694.96	4,852.04	38.67 %
01-160-41500-000	Workers' Comp	1,665.00	1,665.00	0.00	0.00	1,665.00	100.00 %
01-160-41700-000	Unemployment	18.00	18.00	0.00	234.00	-216.00	1,200.00 %
01-160-42021-000	Cleaning Supplies	200.00	200.00	0.00	0.00	200.00	100.00 %
01-160-42115-000	Apparel	1,100.00	1,100.00	83.36	718.10	381.90	34.72 %
01-160-42125-000	Fuel/Oil	5,500.00	5,500.00	933.12	8,762.05	-3,262.05	-59.31 %
01-160-42155-000	Vehicle Supplies	2,500.00	2,500.00	0.00	1,096.66	1,403.34	56.13 %
01-160-42160-000	Safety Equipment	250.00	250.00	0.00	0.00	250.00	100.00 %
01-160-42215-000	Chemical Supplies	250.00	250.00	0.00	-126.35	376.35	150.54 %
01-160-42225-000	Mowing Supplies	1,000.00	1,000.00	0.00	159.75	840.25	84.03 %
01-160-42230-000	Plumbing Supplies	250.00	250.00	0.00	0.00	250.00	100.00 %
01-160-42280-000	Senior Citizen Maint Supplies	500.00	500.00	0.00	0.00	500.00	100.00 %
01-160-42900-000	Non-Capital Tools & Equipment	600.00	600.00	0.00	207.27	392.73	65.46 %
01-160-42905-000	Other Operating Supplies	1,000.00	1,000.00	0.00	792.23	207.77	20.78 %
01-160-43210-000	Lawn Care	7,500.00	7,500.00	560.00	13,729.82	-6,229.82	-83.06 %
01-160-43225-000	R & M Building	10,690.00	10,690.00	105.30	806.74	9,883.26	92.45 %
01-160-43230-000	R & M Grounds	1,500.00	1,500.00	0.00	3,739.83	-2,239.83	-149.32 %
01-160-43245-000	R & M Equipment	2,500.00	2,500.00	462.68	1,241.79	1,258.21	50.33 %
01-160-43250-000	R & M Vandalism	500.00	500.00	0.00	0.00	500.00	100.00 %
01-160-43255-000	R & M Other	500.00	500.00	0.00	0.00	500.00	100.00 %
01-160-43265-000	Annual Services Fees	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
01-160-43900-000	Other Contractual	6,250.00	6,250.00	0.00	137.20	6,112.80	97.80 %
	Department: 160 - Building and Grounds Total:	155,319.00	155,319.00	9,938.26	93,557.65	61,761.35	39.76%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 210 - Police 01-210-41000-000		1 127 000 00	1 1 2 2 0 0 0 0 0	02 750 22	704 670 00		
01-210-41002-000	Wages Overtime	1,137,000.00	1,137,000.00	83,758.32	734,670.89	402,329.11	35.39 %
01-210-41004-000	Stipend Pay	30,000.00	30,000.00	2,147.33	11,441.02	18,558.98	61.86 %
01-210-41005-000	Longevity	6,120.00	0.00 6,120.00	0.00	164.92	-164.92	0.00 %
01-210-41006-000	Certification Pay	30,000.00	30,000.00	452.34	3,790.62	2,329.38	38.06 %
01-210-41007-000	Vechile Allowance	6,000.00		2,584.70	20,789.62	9,210.38	30.70 %
01-210-41200-000	Retirement		6,000.00	461.54	3,692.32	2,307.68	38.46 %
01-210-41300-000	FICA	134,163.00	134,163.00	10,023.28	87,157.86	47,005.14	35.04 %
01-210-41400-000	Hospitalization	91,885.00	91,885.00	6,707.48	58,558.63	33,326.37	36.27 %
01-210-41500-000	Workers' Comp	125,751.00	125,751.00	9,624.33	75,042.26	50,708.74	40.32 %
01-210-41700-000		31,853.00	31,853.00	0.00	0.00	31,853.00	100.00 %
	Unemployment	144.00	144.00	65.82	1,855.06		1,188.24 %
<u>01-210-41900-000</u> 01-210-42010-000	Other Benefits-	14,700.00	14,700.00	1,495.37	8,895.20	5,804.80	39.49 %
	Office Supplies	5,000.00	5,000.00	126.92	2,108.58	2,891.42	57.83 %
01-210-42035-000	Computer Equipment	1,500.00	1,500.00	365.00	365.00	1,135.00	75.67 %
01-210-42125-000	Fuel/Oil	71,000.00	71,000.00	4,787.90	32,118.65	38,881.35	54.76 %
01-210-42135-000	CID	1,000.00	1,000.00	259.94	259.94	740.06	74.01 %
01-210-42140-000	Firearms and Supplies	6,000.00	6,000.00	0.00	5,791.51	208.49	3.47 %
01-210-42145-000	K-9 Program	2,500.00	2,500.00	473.53	604.38	1,895.62	75.82 %
01-210-42165-000	Vehicle Equipment	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
01-210-42195-000	Special Events and Awards	3,500.00	3,500.00	2,223.65	5,023.71	-1,523.71	-43.53 %
01-210-42900-000	Non-Capital Tools & Equipment	16,000.00	16,000.00	2,094.66	6,433.93	9,566.07	59.79 %
01-210-43101-000	Legal Services	3,000.00	3,000.00	0.00	3,502.50	-502.50	-16.75 %
01-210-43110-000	Other Professional Services	75,000.00	75,000.00	1,735.44	32,697.54	42,302.46	56.40 %
01-210-43125-000	IT Services	2,000.00	2,000.00	0.00	533.20	1,466.80	73.34 %
01-210-43195-000	Electricity/Gas/Phone	7,000.00	7,000.00	0.00	2,897.24	4,102.76	58.61 %
01-210-43201-000	Janitorial	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
01-210-43235-000	R & M Radio	15,800.00	15,800.00	0.00	0.00	15,800.00	100.00 %
01-210-43240-000	R & M Vehicle	34,000.00	34,000.00	1,355.69	10,883.80	23,116.20	67.99 %
01-210-43255-000	R & M Other	5,000.00	5,000.00	504.81	1,784.07	3,215.93	64.32 %
01-210-43260-000	Equipment Lease	4,700.00	4,700.00	144.97	1,176.88	3,523.12	74.96 %
01-210-43310-000	Records Management Systems	36,500.00	36,500.00	0.00	13,514.58	22,985.42	62.97 %
01-210-43320-000	Postage/Freight	0.00	0.00	13.43	13.43	-13.43	0.00 %
01-210-43401-000	Travel/Training	15,000.00	15,000.00	1,199.78	7,956.06	7,043.94	46.96 %
01-210-43501-000	Dues/Memberships	700.00	700.00	0.00	6.99	693.01	99.00 %
01-210-46300-000	Other Equipment	29,500.00	29,500.00	0.00	0.00	29,500.00	100.00 %
	Department: 210 - Police Total:	1,945,816.00	1,945,816.00	132,606.23	1,133,730.39	812,085.61	41.73%

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		Original	Current	Period	Fiscal	Variance Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	
Department: 220 - Fire							
01-220-41000-000	Wages	935,186.00	935,186.00	39,469.84	310,367.33	624,818.67	66.81 %
01-220-41001-000	Part Time Wages	75,000.00	75,000.00	17,581.40	168,221.51	-93,221.51	-124.30 %
01-220-41002-000	Overtime	52,500.00	52,500.00	3,538.51	26,056.16	26,443.84	-124.30 % 50.37 %
01-220-41003-000	Standby Pay	6,000.00	6,000.00	0.00	4,650.00	1,350.00	22.50 %
01-220-41004-000	Deputy Chief Pay	12,000.00	12,000.00	1,384.56	14,768.64	-2,768.64	-23.07 %
01-220-41005-000	Longevity	1,320.00	1,320.00	83.08	685.41	634.59	48.08 %
01-220-41006-000	Certification Pay	43,200.00	43,200.00	2,861.58	22,698.13	20,501.87	47.46 %
01-220-41200-000	Retirement	129,540.00	129,540.00	6,148.16	48,094.14	81,445.86	62.87 %
01-220-41240-000	Firefighters Retirement	12,000.00	12,000.00	0.00	48,094.14	7,608.00	63.40 %
01-220-41300-000	FICA	88,718.00	88,718.00	4,886.10	4,332.00	47,438.40	53.40 %
01-220-41400-000	Hospitalization	105,789.00	105,789.00	4,522.97	35,042.25	70,746.75	66.88 %
01-220-41500-000	Workers' Comp	35,083.00	35,083.00	0.00	0.00	35,083.00	100.00 %
01-220-41700-000	Unemployment	207.00	207.00	169.86	2,276.81	-2,069.81	-999.91 %
01-220-42010-000	Office Supplies	4,250.00	4,250.00	371.47	1,519.14	2,730.86	-999.91 % 64.26 %
01-220-42021-000	Cleaning Supplies	5,830.00	5,830.00	0.00	1,287.71	4,542.29	77.91 %
01-220-42025-000	Food/Drinks	7,500.00	7,500.00	0.00	849.18	6,650.82	88.68 %
01-220-42030-000	Office Equipment	5,000.00	5,000.00	0.00	3,927.36	1,072.64	21.45 %
01-220-42035-000	Computer Equipment	6,600.00	6,600.00	1,734.00	2,244.97	4,355.03	65.99 %
01-220-42110-000	Turnout Gear	89,595.00	89,595.00	0.00	350.31	89,244.69	99.61 %
01-220-42115-000	Apparel	8,000.00	8,000.00	468.00	1,433.55		
01-220-42120-000	Medical Supplies	38,750.00	38,750.00	1,546.07	21,125.52	6,566.45	82.08 % 45.48 %
01-220-42125-000	Fuel/Oil	27,000.00	27,000.00	39.99	14,310.98	17,624.48 12,689.02	45.48 %
01-220-42130-000	Pager/Radio Supplies	7,700.00	7,700.00	0.00	0.00	7,700.00	100.00 %
01-220-42150-000	Training Supplies	6,000.00	6,000.00	0.00	8,220.89	-2,220.89	-37.01 %
01-220-42155-000	Vehicle Supplies	25,500.00	25,500.00	3,185.08	16,779.71	8,720.29	34.20 %
01-220-42195-000	Special Events and Awards	7,000.00	7,000.00	0.00	8,126.78	-1,126.78	-16.10 %
01-220-42900-000	Non-Capital Tools & Equipment	50,000.00	50,000.00	1,126.00	13,078.24	36,921.76	73.84 %
01-220-42905-000	Other Operating Supplies	10,000.00	10,000.00	2,428.40	4,787.93	5,212.07	52.12 %
01-220-43101-000	Legal Services	500.00	500.00	0.00	0.00	500.00	100.00 %
01-220-43107-000	Volunteer Firefighters	6,000.00	6,000.00	0.00	6,000.00	0.00	0.00 %
01-220-43110-000	Other Professional Services	7,500.00	7,500.00	320.00	6,692.61	807.39	10.77 %
01-220-43125-000	IT Services	550.00	550.00	0.00	0.00	550.00	100.00 %
01-220-43130-000	Software and Licensing	10,000.00	10,000.00	0.00	11,478.68	-1,478.68	-14.79 %
01-220-43195-000	Electricity, Gas, Phone	0.00	0.00	936.97	15,148.37	-15,148.37	0.00 %
01-220-43201-000	Janitorial	0.00	0.00	1,400.00	10,050.00	-10,050.00	0.00 %
01-220-43225-000	R & M Building	11,000.00	11,000.00	1,006.27	3,990.27	7,009.73	63.72 %
01-220-43230-000	R & M Grounds	8,800.00	8,800.00	0.00	2,437.50	6,362.50	72.30 %
01-220-43235-000	R & M Radio	550.00	550.00	0.00	15.00	535.00	97.27 %
01-220-43240-000	R & M Vehicle	20,000.00	20,000.00	4,253.00	21,183.15	-1,183.15	-5.92 %
01-220-43245-000	R & M Equipment	60,000.00	60,000.00	1,957.79	13,737.41	46,262.59	77.10 %
01-220-43265-000	Annual Services Fees	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
01-220-43320-000	Postage/Freight	110.00	110.00	68.00	216.32	-106.32	-96.65 %
01-220-43401-000	Travel/Training	30,000.00	30,000.00	2,629.05	9,601.50	20,398.50	68.00 %
01-220-43501-000	Dues/Memberships	5,000.00	5,000.00	0.00	3,355.00	1,645.00	32.90 %
01-220-43600-000	Licenses and Certifications	4,510.00	4,510.00	80.00	1,007.32	3,502.68	77.66 %
01-220-43900-000	Other Contractual	5,000.00	5,000.00	35.59	247.93	4,752.07	95.04 %
01-220-46130-000	Building Improvements	100,000.00	100,000.00	0.00	20,327.14	79,672.86	79.67 %
01-220-46240-000	Furniture/Fixtures	20,000.00	20,000.00	1,919.96	2,719.96	17,280.04	86.40 %
01-220-46250-000	Office Equipment	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
	Department: 220 - Fire Total:	2,089,788.00	2,089,788.00	106,151.70	904,782.41	1,185,005.59	56.70%
		2,000,700.00	2,000,700.00	100,131.70	304,702.41	1,103,003.39	50.70%

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Departmen	t: 230 - Emergency Management	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
01-230-42010-0	00 Office Supplies	550.00	550.00	0.00	0.00	550.00	100.00 %
01-230-42115-0	00 Apparel	500.00	500.00	0.00	0.00	500.00	100.00 %
01-230-42125-0	00 Fuel/Oil	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
01-230-42155-0	00 Vehicle Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
01-230-43195-0	00 Electricity/Gas/Phone	1,000.00	1,000.00	22.70	676.52	323.48	32.35 %
01-230-43240-0	00 R & M Vehicle	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
01-230-43265-0	00 Annual Services Fees	7,800.00	7,800.00	0.00	0.00	7,800.00	100.00 %
01-230-46290-0	00 Radio Equipment	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
	Department: 230 - Emergency Management Total:	38,850.00	38,850.00	22.70	676.52	38,173.48	98.26%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 250 - N	Aiscellaneous Public Service						
01-250-42021-000	Cleaning Supplies	500.00	500.00	0.00	0.00	500.00	100.00 %
01-250-42115-000	Apparel	750.00	750.00	0.00	0.00	750.00	100.00 %
01-250-42155-000	Vehicle Supplies	100.00	100.00	0.00	0.00	100.00	100.00 %
01-250-42160-000	Safety Equipment	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
01-250-42215-000	Vector Chemicals	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
01-250-42240-000	Kennel Supplies	2,000.00	2,000.00	122.95	2,971.79	-971.79	-48.59 %
01-250-42900-000	Non-Capital Tools & Equipment	500.00	500.00	0.00	0.00	500.00	100.00 %
01-250-42905-000	Other Operating Supplies	250.00	250.00	0.00	0.00	250.00	100.00 %
01-250-43110-000	Other Professional Services	3,000.00	3,000.00	185.60	836.10	2,163.90	72.13 %
01-250-43201-000	Janitorial	350.00	350.00	0.00	0.00	350.00	100.00 %
01-250-43230-000	R & M Grounds	250.00	250.00	0.00	0.00	250.00	100.00 %
01-250-43255-000	R & M Other	150.00	150.00	0.00	0.00	150.00	100.00 %
01-250-43265-000	Annual Services Fees	600.00	600.00	0.00	65.55	534.45	89.08 %
01-250-43600-000	Licenses and Certifications	1,500.00	1,500.00	0.00	855.00	645.00	43.00 %
01-250-46130-000	Building Improvements	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
Departme	nt: 250 - Miscellaneous Public Service Total:	25,950.00	25,950.00	308.55	4,728.44	21,221.56	81.78%

For Fiscal: 2023-2024 Period Endir Item # 3.

Department: 260 - Lib		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
01-260-41000-000	Wages	201,882.00	201,882.00	14,250.62	113,991.97	87,890.03	43.54 %
01-260-41005-000	Longevity	1,320.00	1,320.00	14,250.82	837.87	482.13	43.54 %
01-260-41006-000	Certification Pay	12,000.00	12,000.00	553.86	4,569.34	7,430.66	61.92 %
01-260-41200-000	Retirement	18,078.00	18,078.00	1,341.68	4,363.34	6,915.72	38.25 %
01-260-41300-000	FICA	16,463.00	16,463.00	1,093.96	8,774.86		
01-260-41400-000	Hospitalization	26,871.00	26,871.00	2,117.62	16,411.54	7,688.14	46.70 % 38.92 %
01-260-41500-000	Workers' Comp	616.00	616.00	0.00	0.00	10,459.46	
01-260-41700-000	Unemployment	63.00	63.00	37.64	537.99	616.00	100.00 %
01-260-42010-000	Office Supplies	6,000.00	6,000.00	643.97		-474.99	-753.95 %
01-260-42011-000	Processing Supplies	6,500.00			3,309.37	2,690.63	44.84 %
01-260-42012-000	Marketing Supplies		6,500.00	50.47	5,174.57	1,325.43	20.39 %
01-260-42013-000	Periodicals	2,000.00	2,000.00	0.00	1,553.08	446.92	22.35 %
01-260-42020-000	Building Supplies		500.00	475.21	475.21	24.79	4.96 %
01-260-42021-000		1,250.00	1,250.00	693.85	746.40	503.60	40.29 %
01-260-42025-000	Cleaning Supplies	1,800.00	1,800.00	0.00	1,026.67	773.33	42.96 %
01-260-42030-000	Food/Drinks	1,750.00	1,750.00	95.24	455.41	1,294.59	73.98 %
01-260-42035-000	Office Equipment	2,000.00	2,000.00	0.00	2,000.00	0.00	0.00 %
01-260-42190-000	Computer Equipment	4,000.00	4,000.00	0.00	3,179.64	820.36	20.51 %
01-260-42200-000	Program Supplies	15,000.00	15,000.00	1,508.27	10,604.13	4,395.87	29.31 %
01-260-42905-000	Book Purchases	25,000.00	25,000.00	891.82	19,602.90	5,397.10	21.59 %
	Other Operating Supplies	1,000.00	1,000.00	0.00	1,709.87	-709.87	-70.99 %
01-260-43101-000	Legal Services	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
01-260-43110-000	Other Professional Services	22,000.00	22,000.00	0.00	14,994.00	7,006.00	31.85 %
01-260-43125-000	IT Services	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
01-260-43130-000	Software Licensing	7,500.00	7,500.00	234.00	5,185.44	2,314.56	30.86 %
01-260-43195-000	Electricity/Gas/Phone	12,000.00	12,000.00	235.66	6,920.19	5,079.81	42.33 %
01-260-43201-000	Janitorial	18,000.00	18,000.00	6,950.00	19,600.00	-1,600.00	-8.89 %
01-260-43210-000	Lawn Care	0.00	0.00	-300.00	0.00	0.00	0.00 %
01-260-43220-000	Repairs and Maintenance	1,500.00	1,500.00	-5,874.00	447.63	1,052.37	70.16 %
01-260-43225-000	R & M Building	15,000.00	15,000.00	390.78	4,756.56	10,243.44	68.29 %
01-260-43230-000	R & M Grounds	15,000.00	15,000.00	600.00	5,848.09	9,151.91	61.01 %
01-260-43260-000	Equipment Lease	4,250.00	4,250.00	263.26	2,243.65	2,006.35	47.21 %
01-260-43320-000	Postage/Freight	750.00	750.00	284.00	284.00	466.00	62.13 %
01-260-43401-000	Travel/Training	7,500.00	7,500.00	1,850.20	3,156.11	4,343.89	57.92 %
01-260-43501-000	Dues/Memberships	2,000.00	2,000.00	0.00	734.20	1,265.80	63.29 %
01-260-43505-000	Fees	0.00	0.00	0.00	176.53	-176.53	0.00 %
01-260-43700-000	Safety/Security	9,000.00	2,255.40	143.46	143.46	2,111.94	93.64 %
01-260-43900-000	Other Contractual	1,500.00	1,500.00	163.00	822.00	678.00	45.20 %
01-260-46001-000	Capital Books-Library	0.00	-25,000.00	0.00	0.00	-25,000.00	100.00 %
01-260-46110-000	Site Improvements	22,000.00	22,000.00	0.00	23,299.20	-1,299.20	-5.91 %
01-260-46130-000	Building Improvements	0.00	6,744.60	0.00	6,744.60	0.00	0.00 %
	Department: 260 - Library Total:	485,093.00	460,093.00	28,796.13	301,478.76	158,614.24	34.47%

For Fiscal: 2023-2024 Period Endir

ltem # 3.

		Original	Current	Period	Fiscal	Variance Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining
Department: 310 - Stre	eets						
01-310-41000-000	Wages	34,052.00	34,052.00	2,619.20	21,608.42	12,443.58	36.54 %
01-310-41002-000	Overtime	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
01-310-41005-000	Longevity	120.00	120.00	4.62	38.11	81.89	68.24 %
01-310-41200-000	Retirement	3,817.00	3,817.00	293.08	2,414.29	1,402.71	36.75 %
01-310-41300-000	FICA	2,615.00	2,615.00	200.24	1,652.22	962.78	36.82 %
01-310-41400-000	Hospitalization	6,272.00	6,272.00	496.12	3,844.93	2,427.07	38.70 %
01-310-41500-000	Workers' Comp	800.00	800.00	0.00	0.00	800.00	100.00 %
01-310-41700-000	Unemployment	9.00	9.00	0.00	117.00	-108.00	1,200.00 %
01-310-42115-000	Apparel	757.00	757.00	67.12	544.42	212.58	28.08 %
01-310-42125-000	Fuel/Oil	1,300.00	1,300.00	0.00	204.20	1,095.80	84.29 %
01-310-42155-000	Vehicle Supplies	3,000.00	3,000.00	0.00	63.96	2,936.04	97.87 %
01-310-42160-000	Safety Equipment	750.00	750.00	0.00	309.00	441.00	58.80 %
01-310-42210-000	Asphalt Products	17,500.00	17,500.00	2,480.00	19,344.00	-1,844.00	-10.54 %
01-310-42220-000	Signage	2,000.00	2,000.00	0.00	2,295.80	-295.80	-14.79 %
01-310-42255-000	Street Lighting	48,000.00	48,000.00	4,669.68	30,174.00	17,826.00	37.14 %
01-310-42900-000	Non-Capital Tools & Equipment	500.00	500.00	0.00	0.00	500.00	100.00 %
01-310-42905-000	Other Operating Supplies	1,000.00	1,000.00	401.04	709.04	290.96	29.10 %
01-310-43115-000	Engineering Services	12,000.00	12,000.00	0.00	16,123.56	-4,123.56	-34.36 %
01-310-43221-000	Sealcoating/Street Maintenance	250,000.00	250,000.00	0.00	3,000.00	247,000.00	98.80 %
01-310-43222-000	Signal Control	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
01-310-43245-000	R & M Equipment	300.00	300.00	0.00	3,138.99	-2,838.99	-946.33 %
01-310-43247-000	R & M Streets	5,000.00	5,000.00	0.00	4,500.00	500.00	10.00 %
01-310-43255-000	R & M Other	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
01-310-43900-000	Other Contractual	136,000.00	136,000.00	0.00	39,815.00	96,185.00	70.72 %
01-310-46300-000	Other Equipment	22,150.00	22,150.00	0.00	0.00	22,150.00	100.00 %
	Department: 310 - Streets Total:	553,942.00	553,942.00	11,231.10	149,896.94	404,045.06	72.94%

For Fiscal: 2023-2024 Period Endir Item # 3.

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Original Total Budget Current Total Budget Period Total Budget Fiscal Activity Favorable (Unfavorable) 01-350-41000-000 Wages 33,496.00 33,496.00 2,576.00 21,574.00 11,922.00 01-350-41000-000 Overtime 2,000.00 2,000.00 225.00 1,662.09 337.91 01-350-41002-000 Overtime 2,000.00 60.00 4.62 38.11 21.89 01-350-41002-000 Retirement 3,750.00 313.39 2,595.76 1,154.24 01-350-41200-000 FICA 2,567.00 211.97 1,759.83 807.17 01-350-41400-000 Hospitalization 6,269.00 6,269.00 495.68 3,841.52 2,427.48 01-350-41700-000 Workers' Comp 786.00 786.00 0.00 117.00 1080.00 01-350-42150-000 Workers' Comp 786.00 1,500.00 86.46 466.71 1,033.29 01-350-42155-000 Unemployment 9.00 500.00 0.000 500.00 0.000 500.00	Remaining 35.59 % 16.90 % 36.48 %
Department: 350 - Parks Starting Constraints 01-350-41000-000 Wages 33,496.00 33,496.00 2,576.00 21,574.00 11,922.00 01-350-41002-000 Overtime 2,000.00 2,000.00 225.00 1,662.09 337.91 01-350-41005-000 Longevity 60.00 60.00 4.62 38.11 21.89 01-350-41200-000 Retirement 3,750.00 3,750.00 313.39 2,595.76 1,154.24 01-350-41300-000 FICA 2,567.00 2,567.00 211.97 1,759.83 807.17 01-350-41400-000 Hospitalization 6,269.00 6,269.00 495.68 3,841.52 2,427.48 01-350-41700-000 Workers' Comp 786.00 786.00 0.00 0.00 786.00 01-350-42115-000 Apparel 1,500.00 1,500.00 0.00 0.00 500.00 01-350-42155-000 Vehicle Supplies 500.00 500.00 0.00 0.00 500.00 01-350-42220-000 Safety Equipment 250.00	35.59 % 16.90 % 36.48 %
01-350-41000-000 01-350-41002-000Wages33,496.0033,496.002,576.0021,574.0011,922.0001-350-41002-000Overtime2,000.002,000.00225.001,662.09337.9101-350-41005-000Longevity60.0060.004.6238.1121.8901-350-41200-000Retirement3,750.003,750.00313.392,595.761,154.2401-350-41300-000FICA2,567.002,567.00211.971,759.83807.1701-350-41400-000Hospitalization6,269.006,269.00495.683,841.522,427.4801-350-41500-000Workers' Comp786.00786.000.000.00786.0001-350-411500-000Unemployment9.009.000.00117.00-108.0001-350-42115-000Apparel1,500.00500.00500.000.00500.0001-350-42155-000Vehicle Supplies500.00500.000.000.00250.0001-350-42220-000Signage3,000.003,000.000.000.0023,000.0001-350-42250-000Electricity Baseball Field23,000.0023,000.000.00596.061,903.94	16.90 % 36.48 %
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01-350-42115-000 Apparel 1,500.00 1,500.00 86.46 466.71 1,033.29 01-350-42155-000 Vehicle Supplies 500.00 500.00 0.00 0.00 500.00 01-350-42160-000 Safety Equipment 250.00 250.00 0.00 0.00 250.00 01-350-42200-000 Signage 3,000.00 3,000.00 0.00 6,695.93 -3,695.93 01-350-42250-000 Electricity Baseball Field 23,000.00 23,000.00 0.00 23,000.00 01-350-42905-000 Other Operating Supplies 2,500.00 2,500.00 0.00 596.06 1,903.94	·1,200.00 %
01-350-42155-000 Vehicle Supplies 500.00 500.00 0.00 0.00 500.00 01-350-42160-000 Safety Equipment 250.00 250.00 0.00 0.00 250.00 01-350-42200-000 Signage 3,000.00 3,000.00 0.00 6,695.93 -3,695.93 01-350-42250-000 Electricity Baseball Field 23,000.00 23,000.00 0.00 20.00 23,000.00 01-350-422905-000 Other Operating Supplies 2,500.00 2,500.00 0.00 596.06 1,903.94	
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01-350-42250-000 Electricity Baseball Field 23,000.00 3,000.00 0.00 0.00 23,000.00 01-350-42905-000 Other Operating Supplies 2,500.00 2,500.00 0.00 596.06 1,903.94	100.00 %
01-350-42905-000 Other Operating Supplies 2,500.00 2,500.00 0.00 596.06 1,903.94 01-350-42905-000 The observation 2,500.00 2,500.00 0.00 596.06 1,903.94	
2,300.00 2,300.00 356.00 1,903.94	100.00 %
	76.16 %
01-350-43210-000 Lawn Care 45,000.00 45,000.00 2,700.00 13,199.84 31,800.16	
01-350-43230-000 R & M Grounds 19,901.00 19,901.00 0.00 8,574.63 11,326.37	56.91 %
01-350-43250-000 R & M Vandalism 250.00 250.00 0.00 0.00 250.00	
01-350-43255-000 R & M Other 500.00 500.00 0.00 0.00 500.00	100.00 %
01-350-43900-000 Other Contractual 5,000.00 5,000.00 650.00 3,966.66 1,033.34	
Department: 350 - Parks Total: 157,838.00 157,838.00 11,557.26 81,559.25 76,278.75	and the second se

For Fiscal: 2023-2024 Period Endir Item # 3.

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						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining
Department: 400 - D	Development						
01-400-41000-000	Wages	214,514.00	214,514.00	16,151.14	134,524.98	79,989.02	37.29 %
01-400-41002-000	Overtime	350.00	350.00	107.19	537.86	-187.86	-53.67 %
01-400-41005-000	Longevity	180.00	180.00	13.86	114.35	65.65	36.47 %
01-400-41006-000	Certification Pay	7,200.00	7,200.00	1,107.70	8,723.13	-1,523.13	-21.15 %
01-400-41200-000	Retirement	24,825.00	24,825.00	1,941.35	16,049.77	8,775.23	35.35 %
01-400-41300-000	FICA	17,002.00	17,002.00	1,260.63	10,474.13	6,527.87	38.39 %
01-400-41400-000	Hospitalization	33,300.00	33,300.00	2,932.64	22,727.94	10,572.06	31.75 %
01-400-41500-000	Workers' Comp	3,099.00	3,099.00	0.00	0.00	3,099.00	100.00 %
01-400-41700-000	Unemployment	36.00	36.00	0.00	468.00	-432.00	1,200.00 %
01-400-42010-000	Office Supplies	1,500.00	1,500.00	152.32	902.36	597.64	39.84 %
01-400-42030-000	Office Equipment	1,500.00	1,500.00	0.00	660.76	839.24	55.95 %
01-400-42035-000	Computer Equipment	2,000.00	2,000.00	0.00	1,500.00	500.00	25.00 %
01-400-42115-000	Apparel	650.00	650.00	0.00	333.69	316.31	48.66 %
01-400-42125-000	Fuel/Oil	2,500.00	2,500.00	485.11	2,682.90	-182.90	-7.32 %
01-400-42155-000	Vehicle Supplies	1,000.00	1,000.00	0.00	367.96	632.04	63.20 %
01-400-42195-000	Special Events and Awards	800.00	800.00	80.66	463.89	336.11	42.01 %
01-400-43101-000	Legal Services	10,000.00	10,000.00	0.00	3,784.32	6,215.68	62.16 %
01-400-43115-000	Engineering Services	100,000.00	100,000.00	0.00	35,211.18	64,788.82	64.79 %
01-400-43116-000	Inspection Services	315,000.00	315,000.00	0.00	215,343.92	99,656.08	31.64 %
01-400-43130-000	Software Licensing	20,000.00	20,000.00	0.00	8.93	19,991.07	99.96 %
01-400-43140-000	Legal Publications	3,000.00	3,000.00	127.66	5,202.79	-2,202.79	-73.43 %
01-400-43155-000	Abatement/demoltion	10,000.00	10,000.00	195.00	4,954.07	5,045.93	50.46 %
01-400-43195-000	Electricity/Gas/Phone	3,000.00	3,000.00	0.00	916.51	2,083.49	69.45 %
01-400-43240-000	R & M Vehicle	1,000.00	1,000.00	20.00	120.00	880.00	88.00 %
01-400-43320-000	Postage/Freight	1,000.00	1,000.00	220.13	650.44	349.56	34.96 %
01-400-43401-000	Travel/Training	7,000.00	7,000.00	69.84	2,486.52	4,513.48	64.48 %
01-400-43501-000	Dues/Memberships	500.00	500.00	0.00	69.00	431.00	86.20 %
	Department: 400 - Development Total:	780,956.00	780,956.00	24,865.23	469,279.40	311,676.60	39.91%

My Budget Report				For Fiscal: 2023-2024 Period Endir Item # 3. 24				
		Original	Current	Period	Fiscal	Variance Favorable	Percent	
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining	
Fund: 02 - Enterprise	Fund							
Revenue								
Department: 000	- Non-departmental							
02-000-32450-000	Engineer Review Fee	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %	
02-000-36110-000	Interest income	50,000.00	50,000.00	0.00	82,981.58	32,981.58	165.96 %	
02-000-36200-000	MS4 Permits	8,000.00	8,000.00	570.00	1,950.00	-6,050.00	75.63 %	
02-000-36300-000	Well Permit Fees	250.00	250.00	0.00	0.00	-250.00	100.00 %	
02-000-36500-000	Meter Set and Sewer Access	325,000.00	325,000.00	62,100.00	238,021.56	-86,978.44	26.76 %	
02-000-36800-000	Long/Short	0.00	0.00	0.10	98.03	98.03	0.00 %	
02-000-36900-000	Miscellaneous Income	63,000.00	63,000.00	0.00	1,399.57	-61,600.43	97.78 %	
02-000-38100-000	Water Revenue	4,531,979.00	4,531,979.00	397,709.56	2,797,635.92	-1,734,343.08	38.27 %	
02-000-38200-000	Sewer Revenue	1,047,000.00	1,047,000.00	100,251.29	776,108.46	-270,891.54	25.87 %	
02-000-38250-000	Mastercard Rebate	5,500.00	5,500.00	0.00	2,314.69	-3,185.31	57.91 %	
02-000-38300-000	Water Treatment	310,000.00	310,000.00	25,230.69	196,290.54	-113,709.46	36.68 %	
02-000-38600-000	Late Charges	80,000.00	80,000.00	8,382.97	62,780.86	-17,219.14	21.52 %	
02-000-38700-000	Disconnect/Cut Off Fees	0.00	0.00	2,260.00	19,780.00	19,780.00	0.00 %	
02-000-38750-000	Reconnect Fees	0.00	0.00	3,500.00	21,975.00	21,975.00	0.00 %	
02-000-38800-000	NSF Fees	0.00	0.00	700.00	5,050.00	5,050.00	0.00 %	
02-000-38900-000	Contract Utility Revenue	0.00	0.00	500.22	2,990.81	2,990.81	0.00 %	
	Department: 000 - Non-departmental Total:	6,465,729.00	6,465,729.00	601,204.83	4,209,377.02	-2,256,351.98	34.90%	
	Revenue Total:	6,465,729.00	6,465,729.00	601,204.83	4,209,377.02	-2,256,351.98	34.90%	

For Fiscal: 2023-2024 Period Endir Item # 3.

						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining
Expense							
Department: 000	- Non-departmental						
02-000-44005-000	Operating Transfers Out	264,405.00	264,405.00	0.00	0.00	264,405.00	100.00 %
02-000-48100-000	2013 CO Principal	325,000.00	325,000.00	0.00	325,000.00	0.00	0.00 %
02-000-48101-000	2013 CO Interest	98,350.00	98,350.00	0.00	50,800.00	47,550.00	48.35 %
02-000-48102-000	2015 Refunding CO Principal	140,855.00	140,855.00	0.00	140,855.00	0.00	0.00 %
02-000-48103-000	2015 Refunding CO Interest	30,290.23	30,290.23	0.00	15,849.39	14,440.84	47.67 %
02-000-48104-000	2017A CO Principal	65,000.00	65,000.00	0.00	65,000.00	0.00	0.00 %
02-000-48105-000	2017A CO Interest	30,900.00	30,900.00	0.00	15,775.00	15,125.00	48.95 %
02-000-48106-000	2017B Tax Note Principal	54,600.00	54,600.00	0.00	54,600.00	0.00	0.00 %
02-000-48107-000	2017B Tax Note Interest	819.00	819.00	0.00	819.00	0.00	0.00 %
02-000-48108-000	2020 Tax Note Principal	138,600.00	138,600.00	0.00	138,600.00	0.00	0.00 %
02-000-48109-000	2020 Tax Note Interest	26,235.00	26,235.00	0.00	14,850.00	11,385.00	43.40 %
02-000-48110-000	2020 CO Sewer Principal	190,000.00	190,000.00	0.00	190,000.00	0.00	0.00 %
02-000-48111-000	2020 CO Sewer Interest	105,637.50	105,637.50	0.00	54,718.75	50,918.75	48.20 %
02-000-48112-000	2021 CO Water Principal	260,000.00	260,000.00	0.00	260,000.00	0.00	0.00 %
02-000-48113-000	2021 CO Water Interest	168,968.76	168,968.76	0.00	87,084.38	81,884.38	48.46 %
02-000-48114-000	2021 Tax Note Principal	54,600.00	54,600.00	0.00	54,600.00	0.00	0.00 %
02-000-48115-000	2021 Tax Note Interest	7,839.00	7,839.00	0.00	4,329.00	3,510.00	44.78 %
02-000-48150-000	Debt Service Paying Agent Fees	1,624.28	1,624.28	0.00	734.14	890.14	54.80 %
02-000-48480-030	2023 Tax Note COI	0.00	0.00	0.00	-375.88	375.88	0.00 %
02-000-48481-000	2023A Tax Note COI	. 0.00	0.00	0.00	-1,652.61	1,652.61	0.00 %
	Department: 000 - Non-departmental Total:	1,963,723.77	1,963,723.77	0.00	1,471,586.17	492,137.60	25.06%

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						Variance	
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	Percent Remaining
Department: 100 - Admir							
02-100-41000-000	Wages	141,080.00	141,080.00	10,872.32	93,208.64	47,871.36	33.93 %
02-100-41005-000	Longevity	2,040.00	2,040.00	156.92	1,294.59	745.41	36.54 %
02-100-41006-000	Certification Pay	12,000.00	12,000.00	923.08	7,615.41	4,384.59	36.54 %
02-100-41010-000	Vacation Buy back	10,000.00	10,000.00	0.00	542.07	9,457.93	94.58 %
02-100-41200-000	Retirement	17,327.00	17,327.00	1,335.08	11,449.06	5,877.94	33.92 %
02-100-41300-000	FICA	11,867.00	11,867.00	914.35	7,853.52	4,013.48	33.82 %
02-100-41400-000	Hospitalization	12,868.00	12,868.00	1,046.60	8,111.14	4,756.86	36.97 %
02-100-41500-000	Workers' Comp	3,630.00	3,630.00	0.00	0.00	3,630.00	100.00 %
02-100-41700-000	Unemployment	18.00	18.00	0.00	234.01	-216.01	-1,200.06 %
02-100-42010-000	Office Supplies	500.00	500.00	0.00	0.00	500.00	100.00 %
02-100-42012-000	Marketing Supplies	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
02-100-42025-000	Food/Drinks	2,000.00	2,000.00	0.00	860.35	1,139.65	56.98 %
02-100-42030-000	Office Equipment	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
02-100-42035-000	Computer Equipment	3,500.00	3,500.00	0.00	344.00	3,156.00	90.17 %
02-100-42115-000	Apparel	5,000.00	5,000.00	77.98	1,072.94	3,927.06	78.54 %
02-100-42125-000	Fuel/Oil	13,000.00	13,000.00	800.75	4,721.30	8,278.70	63.68 %
02-100-42141-000	Employee Supplies	0.00	0.00	1,342.78	1,532.01	-1,532.01	0.00 %
02-100-42155-000	Vehicle Supplies	3,500.00	3,500.00	28.50	4,272.89	-772.89	-22.08 %
02-100-42160-000	Safety Equipment	350.00	350.00	0.00	0.00	350.00	100.00 %
02-100-42195-000	Special Events and Awards	500.00	500.00	0.00	0.00	500.00	100.00 %
02-100-42900-000	Non-Capital Tools & Equipment	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
02-100-42905-000	Other Operating Supplies	250.00	250.00	0.00	0.00	250.00	100.00 %
02-100-43101-000	Legal Services	7,500.00	7,500.00	0.00	4,056.00	3,444.00	45.92 %
02-100-43105-000	Onboarding Employee Services	500.00	500.00	78.00	156.00	344.00	68.80 %
02-100-43110-000	Other Professional Services	5,000.00	5,000.00	645.00	1,615.82	3,384.18	67.68 %
02-100-43130-000	Software Licensing	45,900.00	45,900.00	21.64	2,640.52	43,259.48	94.25 %
02-100-43150-000	Marketing	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
02-100-43195-000	Electricity/Gas/Phone	250,000.00	250,000.00	13,510.70	122,308.94	127,691.06	51.08 %
02-100-43201-000	Janitorial	3,500.00	3,500.00	0.00	2,150.00	1,350.00	38.57 %
02-100-43240-000	R & M Vehicle	1,500.00	1,500.00	20.00	407.72	1,092.28	72.82 %
02-100-43256-000	R&M Damages	0.00	0.00	0.00	-7,257.30	7,257.30	0.00 %
02-100-43265-000	Annual Services Fees	84,343.00	84,343.00	0.00	3,217.88	81,125.12	96.18 %
02-100-43270-000	Railroad Permit Fees	4,000.00	4,000.00	742.63	742.63	3,257.37	81.43 %
02-100-43301-000	Insurance	30,000.00	30,000.00	0.00	49,858.50	-19,858.50	-66.20 %
02-100-43401-000	Travel/Training	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
02-100-43501-000	Dues/Memberships	1,000.00	1,000.00	0.00	226.00	774.00	77.40 %
02-100-43505-000	Fees	0.00	0.00	0.00	33,951.33	-33,951.33	0.00 %
02-100-43600-000	Licenses and Certifications	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
02-100-43900-000	Other Contractual	5,000.00	5,000.00	92.52	46.68	4,953.32	99.07 %
02-100-46400-000	Capital Reserves	379,964.85	379,964.85	0.00	0.00	379,964.85	100.00 %
	Department: 100 - Admin Total:	1,069,837.85	1,069,837.85	32,608.85	357,232.65	712,605.20	66.61%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 130 - En	gineering						
02-130-41000-000	Wages-Engineering	120,000.00	120,000.00	0.00	0.00	120,000.00	100.00 %
02-130-41006-000	Certification Pay	3,600.00	3,600.00	0.00	0.00	3,600.00	100.00 %
02-130-41200-000	Retirement -Engineering	13,807.00	13,807.00	0.00	0.00	13,807.00	100.00 %
02-130-41300-000	FICA-Engineering	9,500.00	9,500.00	0.00	0.00	9,500.00	100.00 %
02-130-41400-000	Hospitalization-Engineering	6,657.00	6,657.00	0.00	0.00	6,657.00	100.00 %
02-130-41500-000	Worker's Comp	252.00	252.00	0.00	0.00	252.00	100.00 %
02-130-41700-000	Unemployment-Engineering	9.00	9.00	0.00	0.00	9.00	100.00 %
02-130-43115-000	Engineering Services	156,000.00	156,000.00	12,000.00	156,102.50	-102.50	-0.07 %
02-130-43116-000	Inspection Services	125,000.00	125,000.00	39,552.00	291,286.00	-166,286.00	-133.03 %
	Department: 130 - Engineering Total:	434,825.00	434,825.00	51,552.00	447,388.50	-12,563.50	-2.89%

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						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining
Department: 315 - Ut	ility Billing						
02-315-41000-000	Wages	112,697.00	112,697.00	7,163.80	62,518.66	50,178.34	44.53 %
02-315-41002-000	Overtime	1,000.00	1,000.00	180.00	822.72	177.28	17.73 %
02-315-41005-000	Longevity	120.00	120.00	9.24	76.23	43.77	36.48 %
02-315-41200-000	Retirement	12,734.00	12,734.00	821.34	7,073.77	5,660.23	44.45 %
02-315-41300-000	FICA	8,721.00	8,721.00	562.52	4,731.69	3,989.31	45.74 %
02-315-41400-000	Hospitalization	18,860.00	18,860.00	999.12	11,343.85	7,516.15	39.85 %
02-315-41500-000	Workers' Comp	244.00	244.00	0.00	0.00	244.00	100.00 %
02-315-41700-000	Unemployment	27.00	27.00	15.60	371.36	-344.36	·1,275.41 %
02-315-42010-000	Office Supplies	1,000.00	1,000.00	60.44	388.19	611.81	61.18 %
02-315-42035-000	Computer Equipment	3,200.00	3,200.00	0.00	353.87	2,846.13	88.94 %
02-315-43130-000	Software Licensing	42,225.00	42,225.00	21.64	20,544.69	21,680.31	51.34 %
02-315-43195-000	Electricity/Gas/Phone	1,500.00	1,500.00	95.00	393.06	1,106.94	73.80 %
02-315-43320-000	Postage/Freight	18,000.00	18,000.00	1,423.59	13,099.63	4,900.37	27.22 %
02-315-43401-000	Travel/Training	800.00	800.00	29.48	205.48	594.52	74.32 %
02-315-43505-000	Fees	12,000.00	12,000.00	0.00	12,441.55	-441.55	-3.68 %
02-315-43900-000	Other Contractual	12,000.00	12,000.00	753.62	7,902.71	4,097.29	34.14 %
	Department: 315 - Utility Billing Total:	245,128.00	245,128.00	12,135.39	142,267.46	102,860.54	41.96%

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		Original	Current	Period	Fiscal	Variance Favorable	Percent
		Total Budget	Total Budget	Activity	Activity		
Department: 330 - Co	ompliance						
02-330-41000-000	Wages	78,105.00	78,105.00	0.00	34,947.09	43,157.91	55.26 %
02-330-41005-000	Longevity	1,680.00	1,680.00	0.00	743.13	936.87	55.77 %
02-330-41006-000	Certification Pay	2,400.00	2,400.00	0.00	1,061.57	1,338.43	55.77 %
02-330-41200-000	Retirement	9,181.00	9,181.00	0.00	4,096.43	5,084.57	55.38 %
02-330-41300-000	FICA	6,288.00	6,288.00	0.00	2,811.47	3,476.53	55.29 %
02-330-41400-000	Hospitalization	6,469.00	6,469.00	0.00	3,041.40	3,427.60	52.99 %
02-330-41500-000	Workers' Comp	176.00	176.00	0.00	0.00	176.00	100.00 %
02-330-41700-000	Unemployment	9.00	9.00	0.00	117.00	-108.00	·1,200.00 %
02-330-42010-000	Office Supplies	1,500.00	1,500.00	0.00	556.90	943.10	62.87 %
02-330-42030-000	Office Equipment	750.00	750.00	0.00	0.00	750.00	100.00 %
02-330-42035-000	Computer Equipment	2,000.00	2,000.00	0.00	3,176.00	-1,176.00	-58.80 %
02-330-42905-000	Other Operating Supplies	500.00	500.00	0.00	87.55	412.45	82.49 %
02-330-43101-000	Legal Services	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
02-330-43110-000	Other Professional Services	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
02-330-43150-000	Marketing	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
02-330-43265-000	Annual Services Fees	500.00	500.00	0.00	0.00	500.00	100.00 %
02-330-43270-000	Regulatory Licensing/Permittin	3,000.00	3,000.00	0.00	8,582.85	-5,582.85	-186.10 %
02-330-43900-000	Other Contractual	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
	Department: 330 - Compliance Total:	117,558.00	117,558.00	0.00	59,221.39	58,336.61	49.62%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 341	- Water Production						
02-341-41000-000	Wages	106,604.00	106,604.00	8,010.29	67,575.01	39,028.99	36.61 %
02-341-41002-000	Overtime	2,500.00	2,500.00	389.91	3,319.32	-819.32	-32.77 %
02-341-41005-000	Longevity	180.00	180.00	9.24	76.23	103.77	57.65 %
02-341-41006-000	Certification Pay	7,200.00	7,200.00	369.22	2,607.64	4,592.36	63.78 %
02-341-41200-000	Retirement	12,732.00	12,732.00	980.57	8,206.78	4,525.22	35.54 %
02-341-41300-000	FICA	8,720.00	8,720.00	671.57	5,628.73	3,091.27	35.45 %
02-341-41400-000	Hospitalization	18,825.00	18,825.00	1,490.18	11,548.88	7,276.12	38.65 %
02-341-41500-000	Workers' Comp	2,668.00	2,668.00	0.00	0.00	2,668.00	100.00 %
02-341-41700-000	Unemployment	27.00	27.00	0.00	355.77	-328.77	·1,217.67 %
02-341-42115-000	Apparel	950.00	950.00	61.76	524.96	425.04	44.74 %
02-341-42125-000	Fuel/Oil	2,500.00	2,500.00	745.61	3,473.20	-973.20	-38.93 %
02-341-42155-000	Vehicle Supplies	500.00	500.00	0.00	1,246.97	-746.97	-149.39 %
02-341-42160-000	Safety Equipment	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
02-341-42215-000	Chemical Supplies	0.00	0.00	4,440.00	4,556.66	-4,556.66	0.00 %
02-341-42220-000	Signage	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
02-341-42400-000	Purchased Water	1,300,000.00	1,300,000.00	0.00	744,778.41	555,221.59	42.71 %
02-341-42900-000	Non-Capital Tools & Equipment	500.00	500.00	0.00	2,895.00	-2,395.00	-479.00 %
02-341-42905-000	Other Operating Supplies	5,000.00	5,000.00	0.00	183.86	4,816.14	96.32 %
02-341-43120-000	Laboratory Services	17,000.00	17,000.00	0.00	3,632.00	13,368.00	78.64 %
02-341-43195-000	Electricity/Gas/Phone	0.00	0.00	0.00	144.82	-144.82	0.00 %
02-341-43232-000	R & M Wells	20,000.00	20,000.00	0.00	22,930.54	-2,930.54	-14.65 %
02-341-43240-000	R & M Vehicle	1,500.00	1,500.00	30.00	1,271.90	228.10	15.21 %
02-341-43245-000	R & M Equipment	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
02-341-43255-000	R & M Other	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
02-341-43401-000	Travel/Training	500.00	500.00	615.00	684.17	-184.17	-36.83 %
02-341-43501-000	Dues/Memberships	500.00	500.00	0.00	144.01	355.99	71.20 %
02-341-43600-000	Licenses and Certifications	500.00	500.00	0.00	900.00	-400.00	-80.00 %
02-341-43900-000	Other Contractual	500.00	500.00	10,218.74	16,084.91	-15,584.91	·3,116.98 %
02-341-46140-000	SCADA	0.00	0.00	0.00	42,473.54	-42,473.54	0.00 %
02-341-46150-000	Other Improvements	0.00	0.00	0.00	1,205.86	-1,205.86	0.00 %
02-341-46230-000	Vehicles	65,000.00	65,000.00	0.00	49,918.75	15,081.25	23.20 %
	Department: 341 - Water Production Total:	1,579,406.00	1,579,406.00	28,032.09	996,367.92	583,038.08	36.92%

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						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	
Department: 342	- Water Distribution						
02-342-41000-000	Wages	75,890.00	75,890.00	3,134.67	26,426.98	49,463.02	65.18 %
02-342-41002-000	Overtime	2,000.00	2,000.00	15.55	257.49	1,742.51	87.13 %
02-342-41005-000	Longevity	480.00	480.00	18.46	152.29	327.71	68.27 %
02-342-41006-000	Certification Pay	2,400.00	2,400.00	184.62	1,084.69	1,315.31	54.80 %
02-342-41200-000	Retirement	8,799.00	8,799.00	374.56	3,114.03	5,684.97	64.61 %
02-342-41300-000	FICA	6,026.00	6,026.00	256.52	2,136.04	3,889.96	64.55 %
02-342-41400-000	Hospitalization	12,431.00	12,431.00	500.92	4,111.30	8,319.70	66.93 %
02-342-41500-000	Workers' Comp	1,844.00	1,844.00	0.00	0.00	1,844.00	100.00 %
02-342-41700-000	Unemployment	18.00	18.00	0.00	117.60	-99.60	-553.33 %
02-342-42115-000	Apparel	1,000.00	1,000.00	47.20	913.39	86.61	8.66 %
02-342-42125-000	Fuel/Oil	5,000.00	5,000.00	510.42	3,534.58	1,465.42	29.31 %
02-342-42155-000	Vehicle Supplies	2,000.00	2,000.00	0.00	901.15	1,098.85	54.94 %
02-342-42160-000	Safety Equipment	500.00	500.00	0.00	0.00	500.00	100.00 %
02-342-42215-000	Chemical Supplies	2,000.00	2,000.00	0.00	7,985.81	-5,985.81	-299.29 %
02-342-42270-000	Meters	260,000.00	260,000.00	0.00	369,969.38	-109,969.38	-42.30 %
02-342-42410-000	Water mains and valves	30,000.00	30,000.00	9,395.15	18,325.15	11,674.85	38.92 %
02-342-42900-000	Non-Capital Tools & Equipment	1,500.00	1,500.00	0.00	543.74	956.26	63.75 %
02-342-42905-000	Other Operating Supplies	7,000.00	7,000.00	2,878.00	19,658.51	-12,658.51	-180.84 %
02-342-43125-000	IT Services	500.00	500.00	0.00	0.00	500.00	100.00 %
02-342-43240-000	R & M Vehicle	4,000.00	4,000.00	20.00	1,194.49	2,805.51	70.14 %
02-342-43255-000	R & M Other	2,500.00	2,500.00	0.00	1,300.68	1,199.32	47.97 %
02-342-43401-000	Travel/Training	500.00	500.00	395.00	635.00	-135.00	-27.00 %
02-342-43600-000	Licenses and Certifications	1,000.00	1,000.00	0.00	485.48	514.52	51.45 %
02-342-43900-000	Other Contractual	20,000.00	20,000.00	81.65	82,739.62	-62,739.62	
02-342-46150-000	Other Improvements	0.00	0.00	11,245.00	11,245.00	-11,245.00	0.00 %
	Department: 342 - Water Distribution Total:	447,388.00	447,388.00	29,057.72	556,832.40	-109,444.40	-24.46%

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ApparelFuel/OilSafety EquipmentChemical SuppliesTesting SuppliesFiltersNon-Capital Tools & EquipmentOther Operating SuppliesLaboratory ServicesR & M EquipmentR & M OtherTravel/TrainingOther ContractualPlant Expansion	750.00 4,000.00 500.00 100,000.00 3,500.00 61,250.00 3,000.00 25,000.00 17,000.00 5,000.00 1,000.00 0.00 1,500.00 40,000.00	750.00 4,000.00 500.00 3,500.00 61,250.00 3,000.00 25,000.00 17,000.00 5,000.00 1,000.00 0.00 1,500.00 40,000.00	62.32 191.11 0.00 3,093.00 0.00 0.00 4,792.70 2,736.00 4,759.00 1,069.03 0.00 0.00 0.00	6,197.76 2,524.47 0.00 10,676.35 541.34 13,800.00 1,386.33 7,129.90 7,313.00 15,295.03 1,668.17 140.00 660.78 0.00	-5,447.76 1,475.53 500.00 89,323.65 2,958.66 47,450.00 1,613.67 17,870.10 9,687.00 -10,295.03 -668.17 -140.00 839.22 40,000.00	-726.37 % 36.89 % 100.00 % 89.32 % 84.53 % 77.47 % 53.79 % 71.48 % 56.98 % -205.90 % -66.82 % 0.00 % 55.95 % 100.00 %
Fuel/OilSafety EquipmentChemical SuppliesTesting SuppliesFiltersNon-Capital Tools & EquipmentOther Operating SuppliesLaboratory ServicesR & M EquipmentR & M OtherTravel/Training	4,000.00 500.00 100,000.00 3,500.00 61,250.00 3,000.00 25,000.00 17,000.00 5,000.00 1,000.00 0.00	4,000.00 500.00 100,000.00 3,500.00 61,250.00 3,000.00 25,000.00 17,000.00 5,000.00 1,000.00 0.00	191.11 0.00 3,093.00 0.00 0.00 4,792.70 2,736.00 4,759.00 1,069.03 0.00	2,524.47 0.00 10,676.35 541.34 13,800.00 1,386.33 7,129.90 7,313.00 15,295.03 1,668.17 140.00	1,475.53 500.00 89,323.65 2,958.66 47,450.00 1,613.67 17,870.10 9,687.00 -10,295.03 -668.17 -140.00	36.89 % 100.00 % 89.32 % 84.53 % 77.47 % 53.79 % 71.48 % 56.98 % -205.90 % -66.82 % 0.00 %
Fuel/OilSafety EquipmentChemical SuppliesTesting SuppliesFiltersNon-Capital Tools & EquipmentOther Operating SuppliesLaboratory ServicesR & M EquipmentR & M Other	4,000.00 500.00 100,000.00 3,500.00 61,250.00 3,000.00 25,000.00 17,000.00 5,000.00 1,000.00	4,000.00 500.00 100,000.00 3,500.00 61,250.00 3,000.00 25,000.00 17,000.00 5,000.00 1,000.00	191.11 0.00 3,093.00 0.00 0.00 4,792.70 2,736.00 4,759.00 1,069.03	2,524.47 0.00 10,676.35 541.34 13,800.00 1,386.33 7,129.90 7,313.00 15,295.03 1,668.17	1,475.53 500.00 89,323.65 2,958.66 47,450.00 1,613.67 17,870.10 9,687.00 -10,295.03 -668.17	36.89 % 100.00 % 89.32 % 84.53 % 77.47 % 53.79 % 71.48 % 56.98 % -205.90 % -66.82 %
Fuel/OilSafety EquipmentChemical SuppliesTesting SuppliesFiltersNon-Capital Tools & EquipmentOther Operating SuppliesLaboratory ServicesR & M Equipment	4,000.00 500.00 100,000.00 3,500.00 61,250.00 3,000.00 25,000.00 17,000.00 5,000.00	4,000.00 500.00 100,000.00 3,500.00 61,250.00 3,000.00 25,000.00 17,000.00 5,000.00	191.11 0.00 3,093.00 0.00 0.00 4,792.70 2,736.00 4,759.00	2,524.47 0.00 10,676.35 541.34 13,800.00 1,386.33 7,129.90 7,313.00 15,295.03	1,475.53 500.00 89,323.65 2,958.66 47,450.00 1,613.67 17,870.10 9,687.00 -10,295.03	36.89 % 100.00 % 89.32 % 84.53 % 77.47 % 53.79 % 71.48 % 56.98 % -205.90 %
Fuel/OilSafety EquipmentChemical SuppliesTesting SuppliesFiltersNon-Capital Tools & EquipmentOther Operating SuppliesLaboratory Services	4,000.00 500.00 100,000.00 3,500.00 61,250.00 3,000.00 25,000.00 17,000.00	4,000.00 500.00 100,000.00 3,500.00 61,250.00 3,000.00 25,000.00 17,000.00	191.11 0.00 3,093.00 0.00 0.00 4,792.70 2,736.00	2,524.47 0.00 10,676.35 541.34 13,800.00 1,386.33 7,129.90 7,313.00	1,475.53 500.00 89,323.65 2,958.66 47,450.00 1,613.67 17,870.10 9,687.00	36.89 % 100.00 % 89.32 % 84.53 % 77.47 % 53.79 % 71.48 % 56.98 %
Fuel/OilSafety EquipmentChemical SuppliesTesting SuppliesFiltersNon-Capital Tools & EquipmentOther Operating Supplies	4,000.00 500.00 100,000.00 3,500.00 61,250.00 3,000.00 25,000.00	4,000.00 500.00 100,000.00 3,500.00 61,250.00 3,000.00 25,000.00	191.11 0.00 3,093.00 0.00 0.00 4,792.70	2,524.47 0.00 10,676.35 541.34 13,800.00 1,386.33 7,129.90	1,475.53 500.00 89,323.65 2,958.66 47,450.00 1,613.67 17,870.10	36.89 % 100.00 % 89.32 % 84.53 % 77.47 % 53.79 % 71.48 %
Fuel/Oil Safety Equipment Chemical Supplies Testing Supplies Filters Non-Capital Tools & Equipment	4,000.00 500.00 100,000.00 3,500.00 61,250.00 3,000.00	4,000.00 500.00 100,000.00 3,500.00 61,250.00 3,000.00	191.11 0.00 3,093.00 0.00 0.00 0.00	2,524.47 0.00 10,676.35 541.34 13,800.00 1,386.33	1,475.53 500.00 89,323.65 2,958.66 47,450.00 1,613.67	36.89 % 100.00 % 89.32 % 84.53 % 77.47 % 53.79 %
Fuel/Oil Safety Equipment Chemical Supplies Testing Supplies Filters	4,000.00 500.00 100,000.00 3,500.00 61,250.00	4,000.00 500.00 100,000.00 3,500.00 61,250.00	191.11 0.00 3,093.00 0.00 0.00	2,524.47 0.00 10,676.35 541.34 13,800.00	1,475.53 500.00 89,323.65 2,958.66 47,450.00	36.89 % 100.00 % 89.32 % 84.53 % 77.47 %
Fuel/Oil Safety Equipment Chemical Supplies Testing Supplies	4,000.00 500.00 100,000.00 3,500.00	4,000.00 500.00 100,000.00 3,500.00	191.11 0.00 3,093.00 0.00	2,524.47 0.00 10,676.35 541.34	1,475.53 500.00 89,323.65 2,958.66	36.89 % 100.00 % 89.32 % 84.53 %
Fuel/Oil Safety Equipment Chemical Supplies	4,000.00 500.00 100,000.00	4,000.00 500.00 100,000.00	191.11 0.00 3,093.00	2,524.47 0.00 10,676.35	1,475.53 500.00 89,323.65	36.89 % 100.00 % 89.32 %
Fuel/Oil Safety Equipment	4,000.00 500.00	4,000.00 500.00	191.11 0.00	2,524.47 0.00	1,475.53 500.00	36.89 % 100.00 %
Fuel/Oil	4,000.00	4,000.00	191.11	2,524.47	1,475.53	36.89 %
				State and the set		
Apparel	750.00	750.00	62.32	6,197,76	-5.447 76	-726 37 %
• 11	•				1,000.00	
Cleaning Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
Unemployment	18.00	18.00	0.00	234.00		1,200.00 %
Workers' Comp	2,186.00	2,186.00	0.00	0.00	2,186.00	100.00 %
Hospitalization						43.29 %
FICA						42.19 %
Retirement						38.12 %
						36.54 %
Longevity	Content of					37.19 %
Overtime						39.15 %
	86 685 00	86 685 00	4 581 60	52 111 10	24 572 00	39.88 %
Treatment						-
	Total Budget	Total Budget	Activity	Activity		
	Original	Current	Period	Fiscal		Percent
	Longevity Certification Pay Retirement FICA Hospitalization	Wages 86,685.00 Overtime 2,500.00 Longevity 720.00 Certification Pay 6,000.00 Retirement 10,434.00 FICA 7,146.00 Hospitalization 20,718.00	Total Budget Total Budget Treatment	Total Budget Total Budget Activity Treatment	Total Budget Total Budget Activity Activity Treatment	Total Budget Total Budget Activity Activity (Unfavorable) Treatment <t< td=""></t<>

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						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining
Department: 36	51 - Waste Water Collection						
02-361-41000-000	Wages	37,440.00	37,440.00	2,880.00	23,436.00	14,004.00	37.40 %
02-361-41002-000	Overtime	1,000.00	1,000.00	0.00	189.00	811.00	81.10 %
02-361-41005-000	Longevity	0.00	0.00	2.31	2.31	-2.31	0.00 %
02-361-41006-000	Certification Pay	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
02-361-41200-000	Retirement	4,343.00	4,343.00	321.96	2,635.38	1,707.62	39.32 %
02-361-41300-000	FICA	2,975.00	2,975.00	208.90	1,656.85	1,318.15	44.31 %
02-361-41400-000	Hospitalization	6,287.00	6,287.00	414.77	5,215.91	1,071.09	17.04 %
02-361-41500-000	Workers' Comp	910.00	910.00	0.00	0.00	910.00	100.00 %
02-361-41700-000	Unemployment	9.00	9.00	0.00	117.00		-1,200.00 %
02-361-42115-000	Apparel	750.00	750.00	33.60	777.04	-27.04	-3.61 %
02-361-42125-000	Fuel/Oil	1,000.00	1,000.00	0.00	0.00	1.000.00	100.00 %
02-361-42155-000	Vehicle Supplies	500.00	500.00	7.00	2,007.88	-1,507.88	-301.58 %
02-361-42160-000	Safety Equipment	750.00	750.00	0.00	0.00	750.00	100.00 %
02-361-42215-000	Chemical Supplies	500.00	500.00	641.74	641.74	-141.74	-28.35 %
02-361-42900-000	Non-Capital Tools & Equipment	2,500.00	2,500.00	0.00	52.40	2,447.60	97.90 %
02-361-42905-000	Other Operating Supplies	2,500.00	2,500.00	0.00	2,147.80	352.20	14.09 %
02-361-43245-000	R & M Equipment	5,000.00	5,000.00	931.51	2,309.09	2,690.91	53.82 %
02-361-43900-000	Other Contractual	2,000.00	2,000.00	0.00	3,920.22	-1,920.22	-96.01 %
02-361-46210-000	Lift Station	0.00	0.00	0.00	8,750.00	-8,750.00	0.00 %
02-361-46230-000	Vehicles	65,000.00	65,000.00	0.00	49,918.75	15,081.25	23.20 %
02-361-46300-000	Other Equipment	15,241.38	15,241.38	1,595.00	1,595.00	13,646.38	89.54 %
ſ	Department: 361 - Waste Water Collection Total:	149,905.38	149,905.38	7,036.79	105,372.37	44,533.01	29.71%

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Department: 36	2 - Waste Water Treatment	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
02-362-42115-000	Apparel	500.00	500.00	0.00	0.00	500.00	100.00 %
02-362-42215-000	Chemical Supplies	12,500.00	12,500.00	0.00	11,020.12	1,479.88	11.84 %
02-362-42900-000	Non-Capital Tools & Equipment	500.00	500.00	0.00	0.00	500.00	100.00 %
02-362-42905-000	Other Operating Supplies	2,000.00	2,000.00	0.00	80.07	1,919.93	96.00 %
02-362-43120-000	Laboratory Services	3,550.00	3,550.00	91.50	2,242.00	1,308.00	36.85 %
02-362-43245-000	R & M Equipment	5,000.00	5,000.00	0.00	25,526.98	-20,526.98	-410.54 %
02-362-43255-000	R & M Other	500.00	500.00	395.00	395.00	105.00	21.00 %
02-362-43600-000	Licenses and Certifications	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
02-362-43900-000	Other Contractual	500.00	500.00	0.00	456.12	43.88	8.78 %
D	epartment: 362 - Waste Water Treatment Total:	26,050.00	26,050.00	486.50	39,720.29	-13,670.29	-52.48%
	Expense Total:	6,465,729.00	6,465,729.00	184,468.72	4,334,747.14	2,130,981.86	32.96%
	Fund: 02 - Enterprise Fund Surplus (Deficit):	0.00	0.00	416,736.11	-125,370.12	-125,370.12	0.00%
	Report Surplus (Deficit):	2,000.00	27,000.00	331,539.57	1,842,398.30	1,815,398.30	-6,723.70%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	
01 - General Fund	2,000.00	27,000.00	-85,196.54	1,967,768.42	1,940,768.42	
02 - Enterprise Fund	0.00	0.00	416,736.11	-125,370.12	-125,370.12	
Report Surplus (Deficit):	2,000.00	27,000.00	331,539.57	1,842,398.30	1,815,398.30	and a second second second second second



AGENDA ITEM COMMENTARY

MEETING NAME: MEETING DATE:	City Council June 17, 2024
ITEM TITLE:	Consider and take appropriate action on Resolution No. 2024-019, a resolution expressing intent to reimburse costs of water system projects.
STAFF INITIATOR:	Randy Criswell, City Manager

BACKGROUND:

On April 15, 2024, Council approved two engineering proposals from OJD. One was in the amount of \$150,000 for the engineering services to prepare the Lubbock North Water Connect for bid. The second proposal was for engineering services to perform the design of water system improvements that will be necessary for the EDR #2 Project and was in the amount of \$225,000. As we discussed and you approved at the time, our intent was to fund any of these costs necessary from fund balance so we could move these two projects along as quickly as possible. I informed you that a Reimbursement Resolution would be coming later. The Resolution has been prepared by our Bond Counsel and is recommended for your approval. This will allow us to reimburse any costs going back to April that we've incurred and funded from our fund balance or any operating funds.

You'll notice there is a figure of \$12,750,000 in the resolution, which is simply a number that exceeds any possibility of expenditures prior to the issuance of any ensuing debt.

EXHIBITS:

Resolution 2024-019

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends approval of the resolution as presented

RESOLUTION 2024-019

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF WATER SYSTEM PROJECTS

WHEREAS, the City of Wolfforth, Texas (the "Issuer") is a duly created governmental body of the State of Texas;

WHEREAS, the Issuer expects to pay, or have paid on its behalf not more than 60 days prior to the date hereof, expenditures in connection with the design, planning, acquisition and/or construction of various improvements to its water system, including water transmission lines, water wells, treatment facilities, storage facilities, pumps, valves, fittings, related infrastructure improvements, and the acquisition of land and interests in land as necessary therefor (collectively, the "Project") prior to the issuance of tax-exempt obligations and/or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Project;

WHEREAS, the Issuer finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues Obligations to finance the Project;

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

Section 1. The Issuer reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to \$12,750,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the Issuer in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property with respect to which such expenditures were made is placed in service.

Section 3. The foregoing notwithstanding, no Obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

Date: June 17, 2024.

City Secretary, City of Wolfforth

Mayor, City of Wolfforth



AGENDA ITEM COMMENTARY

MEETING NAME: MEETING DATE:	City Council June 17, 2024
ITEM TITLE:	Consider and take appropriate action on Resolution for Cyber Liability and Data Breach Response Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool
STAFF INITIATOR:	Terri Robinette, City Secretary

BACKGROUND:

The TML Risk Pool began providing complimentary cyber liability coverage in 2016. At that time, the Pool utilized a third-party company to provide this coverage. With cyber claims exponentially increasing over the last many years, the Pool is now creating a separate Cyber Fund and will be providing coverage in-house to better serve their cities.

I have attached an information packet from the Risk Pool for your review along with the Resolution and Interlocal Agreement. This Interlocal Agreement is needed before our existing coverage is cancelled on September 30, 2024, so that we are included in this newly created Cyber Fund.

The TML Intergovernmental Risk Pool carries various insurance coverage for the City including property, automobile, mobile equipment, law enforcement liability and supplemental sewage backup among others.

Cost this coverage is \$2500 per year for a \$1,000,000 policy limit.

EXHIBITS:

Resolution

Interlocal Agreement

TMLIRP Cyber Security Information Packet

COUNCIL ACTION/STAFF RECOMMENDATION:

Approve this Resolution

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS MUNICIPAL LEAGUE FOR CYBER LIABILITY AND DATA BREACH RESPONSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to authorize an interlocal agreement with the Texas Municipal League Intergovernmental Risk Pool to form a Cyber Liability and Data Breach Fund

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

SECTION 1. The City Council hereby approves an interlocal agreement with the Texas Municipal League Intergovernmental Risk Pool to form a Cyber Liability and Data Breach Fund 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 17th day of June, 2024.

Charles Addington, II, Mayor

Terri Robinette, City Secretary

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

- 1. Definitions of terms used in this Interlocal Agreement.
 - a. Board. Refers to the Board of Trustees of the Fund.
 - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
 - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
 - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
 - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
 - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
 - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
 - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
 - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
 - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
- 2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
- 3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyb Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the formation of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

- 4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
- 5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by give 66 ty (30) days' written notice and to collect any and all contributions that are earned pro rate for the period preceding contract terminate such pool Member for the period preceding contract terminate such pool Member by give 66 ty (30) days' written notice and to collect any and all contributions that are earned pro rate for the period preceding contract terminate such pool Member for the period preceding contract terminate such pool Member by give 66 ty (30) days' written notice and to collect any and all contributions that are earned pro rate for the period preceding contract terminate such pool Member by give 66 the period preceding contract terminate such period period preceding contract terminate such period period

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

- 7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
- 8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
- 9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
- 10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
- The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and 11. data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
- 12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
- 13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
- 14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata aportion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

- 16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.
- 17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):			
Member Name			
Name of Contact	Title		
Mailing Address	Email Address		-
Street Address (if different from above)			
City	_Zip	_ Phone	
			:
SIGNATURE OF AUTHORIZED MEMBER OFFICIAL	<u></u>	***************************************	_
Title	Date		
Member's Federal Tax I.D. Number This Information is MANDATORY			

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Title	Date	68
SIGNATURE OF AUTHORIZED FUND OFFICIAL		
	and the second	
Contract Number		
Member Name		
Effective Date of This Agreement		



WORKERS' COMPENSATION . PROPERTY . LIABILITY

CRITICAL ALERT:

Cyber Liability and Data Breach Response Coverage

DATE:June 7, 2024TO:All Members with Core + (Band 1) Cyber CoverageRE:2024-2025 Cyber Liability and Data Breach Response Coverage Updates

Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering *Cyber Liability and Data Breach Response Coverage ("Cyber Coverage")*, cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool's Coverage structure, effective on October 1, 2024. *Members must elect to continue coverage or "opt-in" by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.*

MEMBERS THAT DON'T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.

Included in this packet are:

- 1. A two-page flyer explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program.
- 2. A Limits Page for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
- 3. A new, separate Interlocal Agreement (contract) to join the Pool's new Cyber Fund.

Please review the above information.

If your entity wishes to continue Cyber Coverage, simply completed Cyber Fund Interlocal Agreement as soon as 2024. (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) You can either scan and return the completed and signed agreement by email to underwriting@tmlirp.org or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

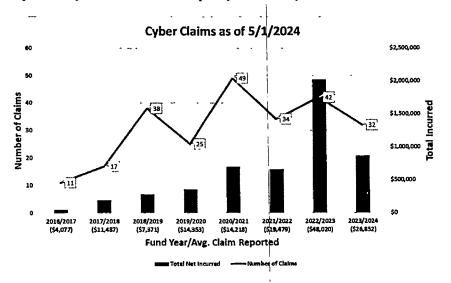
<u>REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30,</u> 2024, IN ORDER FOR COVERAGE TO CONTINUE.

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL P.O. Box 149194 • Austin, Texas 78714-9194 • www.tmlirp.org

CRITICAL ALERT: The Pool's NEW Cybersecurity Fund

Introduction

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated Cyber Liability and Data Breach Response Coverage ("Cyber Coverage"), effective October 1, 2024, for those Members who opt-in and sign the Cyber Liability Interlocal Agreement. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). Most cyberattacks are preventable, and local officials *should implement basic policies*, *train on them*, *and follow them*. (See the final section below on loss prevention to learn more.)

The New Cyber Fund - Ensuring the Viability of the Pool's Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars*. Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a separate Cyber Fund each Member that wants to continue coverage must sign a new, separate interlocal agreement (contract) to join the Fund.
- The Pool's total annual payout for cyber claims will be capped at \$25 million should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to \$500,000 or \$1,000,000, depending on whether Core or Core+ option is selected.
- Cyber coverage contributions (premiums) will increase based on a Member's elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.

The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- Breach response, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks these experts help you lessen the damage from an attack.
- Network business interruption, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- Cyber extortion, which can help with ransom payments to recover data.
- Data recovery costs, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- Fraud protection, which can help (if certain conditions are met) with costs related to for example when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at www.tmlirp.org.

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

<u>REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN</u> <u>ORDER FOR COVERAGE TO CONTINUE.</u>

Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns (<u>rburns@tmlirp.org</u>) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the "Local Officials: *Stronger, Together* Podcast."

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to <u>www.tmlirp.org</u>, click on the "STP Podcast" link at the top of the page, and scroll down to Episode 9c.)

LIMIT PAGE

Your entity currently has **Core** + Cyber Coverage with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. | The Coverage Document can be accessed at <u>https://members.tmlirp.org/downloads</u> (this link will ask you to log into the Member Portal for access).

A limit of **\$25,000,000** is shared by all **Members** for aggregate psses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.

	Core	Core+
Tower 1: Limit of Liability	\$\$500,000	\$1,000,000
Data & Network and Media Liability Aggregate Limit of Liability	\$500,000	\$1,000,000
Retention	\$0	\$0
Tower 2-Limit of Liability	\$100,000	\$250,000
First Party Loss		
Business Interruption Aggregate Sublimit	\$20,000	\$50,000
Cyber Extortion Loss Aggregate Sublimit	\$25,000	\$50,000
Data Recovery Costs Aggregate Sublimit	\$20,000	\$50,000
Reputational Loss Aggregate Sublimit	\$5,000	\$10,000
Retention (other than Business Interruption)	\$0	\$5,000
Income Loss Retention under Business Interruption	\$5,000	\$5,000
Third Party Loss		· · · · · · · · · · · · · · · · · · ·
Regulatory Defense and Penalities Aggregate Sublimit	\$25,000	\$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$25,000
Retention	\$0	\$5,000
eCrime		· <u>·</u> · · · · · · · · · · · · · · · · · ·
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$50,000
Funds Transfer Aggregate Sublimit	\$25,000	\$50,000
Telephone Fraud Aggregate Sublimit	\$25,000	\$50,000
Criminal Reward	\$2,500	\$2,500
Retention (other than Criminal Reward)	\$2,500	\$5,000
Retention Criminal Reward	\$0	\$0
Tower 3 - Limit of Liability	\$100,000	\$159,000
Breach Breach Response Aggregate Limit of Liability Beazley Response Services	\$100,000	\$150,000
Retention	\$0	\$0
New 2024-25 Annual Contribution	\$1,000	\$1,250
Previous 2023-24 Contribution	\$175	\$247.24

*The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core + limits. All other limits remained unchanged.



AGENDA ITEM COMMENTARY

MEETING NAME: MEETING DATE:	City Council Meeting June 17, 2024	
ITEM TITLE:	Consider and take appropriate action on public hearing on a proposed economic development project to purchase land on major roads within the city of Wolfforth to promote new or expanded business development.	
STAFF INITIATOR:	Danielle Sweat, Economic Development Director	

BACKGROUND:

The EDC has approved the purchase of land on major roads to promote economic development within the city limits. As properties are obtained, they can be used to incentivize new growth and redevelopment. This parcel is next to land that is already owned by the EDC, which would allow for more development along main street. The land is already vacant, so no demolition will be necessary.

EXHIBITS:

COUNCIL ACTION/STAFF RECOMMENDATION:

Conduct public hearing



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council Meeting	
MEETING DATE:	June 17, 2024	
	Consider and take appropriate action on final plat for Harvest Phase 9 Lots 1114-1229 and 1233-1241.	
STAFF INITIATOR:	Tara Tomlinson, Director of Development Services	

BACKGROUND:

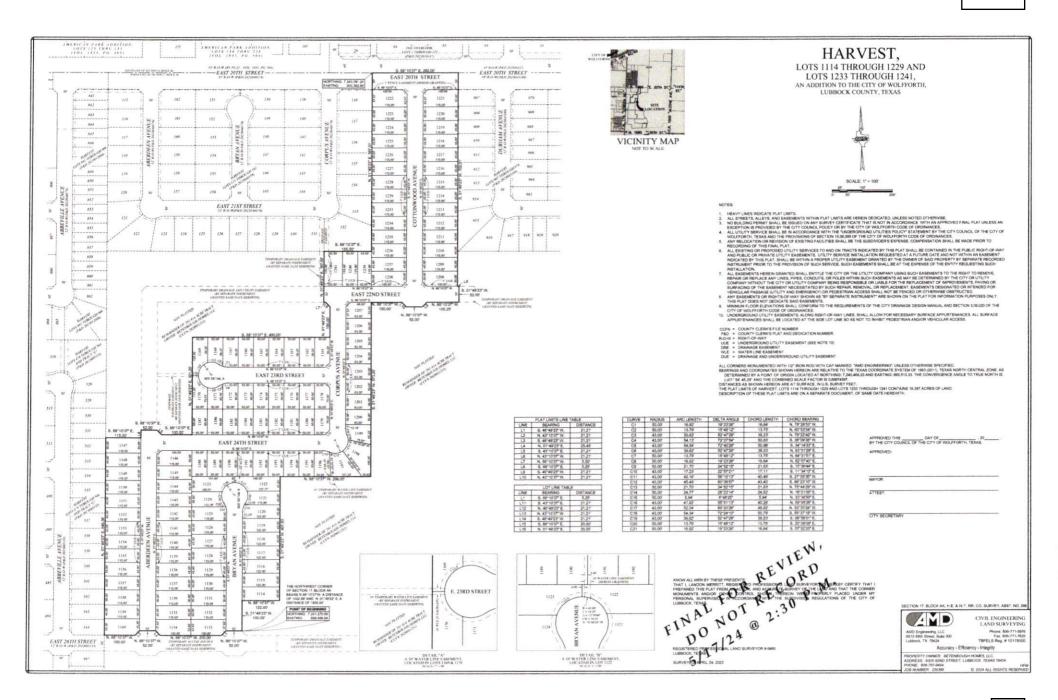
The attached plat has been reviewed by staff and third parties and meets the City's ordinances for approval with the attached conditions to address. Subdivision plans have been approved by Texas Commission on Environmental Quality on April 8, 2024. Per City of Wolfforth's Code of Ordinances, approval by Planning and Zoning Commission on June 11, 2024 shows that the plat meets all ordinances. Public infrastructure will be accepted by City Engineer at another date.

EXHIBITS:

- 1. Harvest Phase 9 Lots 1114-1229 and 1233-1241 Final Plat
- 2. TCEQ Approval Letter

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends approval of plat with the condition of acceptance by City Engineer.





TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 8, 2024

Jimmy D. McDaniel, P.E. AMD Engineering, LLC 6515 68th Street, Suite 300 Lubbock, TX 79424

Re: City of Wolfforth - Public Water System ID No. 1520005 Proposed Harvest Lots 1114-1229 & 1233-1241 Engineer Contact Telephone: (806) 771-5976 Plan Review Log No. P-02092024-063 Lubbock County, Texas

CN600645725 RN101387447

Dear Mr. McDaniel:

On February 9, 2024, the Texas Commission on Environmental Quality (TCEQ) received planning material with your letter dated February 9, 2024 for the proposed Harvest Lots 1114-1229. Based on our review of the information submitted, the project generally meets the minimum requirements of Title 30 Texas Administrative Code (30 TAC) Chapter 290 – <u>Rules and Regulations for Public Water Systems</u> and is **conditionally approved for construction** if the project plans and specifications meet the following requirement(s):

- 1. The use of pipes and pipe fittings that contain more than 0.25% lead or solders and flux that contains more than 0.2% lead is prohibited as required in 30 TAC §290.44(b)(1).
- 2. Per 30 TAC §290.44(a)(2), please ensure that all plastic pipes for use in public water systems must also bear the NSF International Seal of Approval (NSF-pw).
- 3. Dechlorination of disinfecting water shall be in strict accordance with current American Water Works Association (AWWA) Standard C655.
- 4. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed waterline will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer as required in 30 TAC §290.44(f)(3).

The submittal consisted of 7 sheets of engineering drawings and technical specifications. The approved project consists of:

- 3,199 linear feet (lf) of 8-inch AWWA C900 dimension ration (DR)-18 polyvinyl chloride (PVC) pipe;
- 1,459 lf of 6-inch AWWA C900 DR-18 PVC pipe; and
- All associated fittings, valves, fire-hydrants, and appurtenances.

This approval is for the construction of the above listed items only. Any wastewater components contained in this design were not considered. The authorization provided in this letter does not relieve a Public Water System from the need to comply with other applicable state and federal regulations.

This project may have approved the construction of facilities that may require either the creation of or update to an Emergency Preparedness Plan (EPP). Information on EPPs is available at the following website:

https://www.tceq.texas.gov/drinkingwater/homeland_security/disasterprep/epp

If you have additional questions about EPPs, please contact the Emergency Preparedness and Response Section at 512-239-4691 or <u>PDWEPP@tceq.texas.gov</u>

The City of Wolfforth public water supply system provides water treatment.

The project is located northeast of the intersection of Farm to Market (FM)-179 and 130th street, in Wolfforth, Lubbock County, Texas.

An appointed engineer must notify the TCEQ's Region 2 Office in Lubbock by email at <u>R2PWS@TCEO.Texas.gov</u> when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner will notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the completed work is substantially in accordance with the plans and change orders on file with the commission as required in 30 TAC §290.39(h)(3). This notification may be sent to <u>PTRS@tceq.texas.gov</u>.

Please refer to the Plan Review Team's Log No. **P-02092024-063** in all correspondence for this project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for any future submittals to TCEQ. Every blank on the form must be completed to minimize any delays in the review of your project. The document is available on TCEQ's website at the address shown below. You can also download the most current plan submittal checklists and forms from the same address.

https://www.tceq.texas.gov/drinkingwater/udpubs.html

For future reference, you can review part of the Plan Review Team's database to see if we have received your project. This is available on TCEQ's website at the following address:

https://www.tceq.texas.gov/drinkingwater/planrev.html/#status

Jimmy D. McDaniel, P.E. Page 3 March 8, 2024

You can download the latest revision of 30 TAC Chapter 290 – <u>Rules and Regulations for Public</u> <u>Water Systems</u> from this site.

If you have any questions concerning this letter or need further assistance, please contact Mr. Ruben Meza, P.E., at (512) 239-2546 or by email at <u>ruben.meza@tceq.texas.gov</u> or by correspondence at the following address:

Plan Review Team, MC-159 Texas Commission on Environmental Quality P.O. Box 13087 Austin, Texas 78711-3087

Sincerely,

Ruben Meza, P.E. Plan Review Team Plan and Technical Review Section Water Supply Division Texas Commission on Environmental Quality

Craig A. Stowell, P.E., Team Leader Plan Review Team Plan and Technical Review Section Water Supply Division Texas Commission on Environmental Quality

CAS/RM/av

cc: City of Wolfforth, Attn: The Honorable Charles Addington, Mayor, P.O. Box 36, Wolfforth, TX 79382-0036

ltem # 7.

bcc: TCEQ Central Records PWS File 1520005 (P-02092024-063/City of Wolfforth) TCEQ Region No. 2 Office - Lubbock



AGENDA ITEM COMMENTARY

MEETING NAME:	City Council
MEETING DATE:	June 17, 2024
ITEM TITLE:	Consider and take appropriate action on agreement with Holly Betenbough IRA for Alcove paving
STAFF INITIATOR:	Randy Criswell, City Manager
	Mike Guevara, City Attorney

BACKGROUND:

On August 2, 2021, the City of Wolfforth entered into an agreement with Rick Betenbough for the construction of a portion of Alcove Street adjacent to property he was developing in Lubbock. A copy of the agreement is attached. Mr. Betenbough has since passed away, and we've been working with the estate to ensure the City's interests are protected. Mr. Guevara would like to discuss this with the Council for some direction moving forward.

EXHIBITS:

Agreement

COUNCIL ACTION/STAFF RECOMMENDATION:

No recommendation at this time

AGREEMENT WITH THE CITY OF WOLFFORTH, TEXAS AND CITY BANK TRUST DEPARTMENT AS DIRECTED CUSTODIAN OF RICK BETENBOUGH IRA.

This Agreement ("Agreement") is entered into by and between the CITY OF WOLFFORTH of Lubbock County, Texas (hereinafter "CITY"), and CITY BANK TRUST DEPARTMENT AS DIRECTED CUSTODIAN OF INDIVIDUAL RETIREMENT ACCOUNT of RICK BETENBOUGH (hereinafter "IRA").

WITNESSETH:

WHEREAS, Wolfforth Code of Ordinances provides specifications regarding the construction of roads within the City limits;

WHEREAS, IRA is required to pave the eastern half of Alcove Avenue (the "Road") in accordance with the specification set forth in the Wolfforth Code of Ordinances (the "Road Construction") (Exhibit A) as part of the West Business Park development which is in the City of Lubbock;

WHEREAS, the City of Wolfforth City Council approved the plat for the West Business District on June 21, 2021;

WHEREAS, Lubbock County is currently in the process of initiating improvements as a part of a bond package which will include the Road Construction;

WHEREAS, it is expected Lubbock County will complete the improvements which include the Road Construction within the next five years;

WHEREAS, if the Road Construction was made prior to the improvements by Lubbock County, the Road Construction would likely have to be removed when Lubbock County completed its improvements;

WHEREAS, IRA desires to postpone the required Road Construction to determine if Lubbock County will complete the Road Construction in the course of its improvements to the Road;

WHEREAS, IRA agrees to segregate a portion of its assets equal to the construction cost for the Road Construction plus 10% in a certificate of deposit (CD) to be used to complete the Road Construction in the event Lubbock County does not complete improvements to the Road within seven years; and

WHEREAS, the CITY agrees to allow IRA to postpone the required Road Construction in consideration for the agreement of IRA to segregate IRA assets in the CD and to complete the Road Construction if Lubbock County does not complete the improvements to the Road.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained in this Agreement, CITY and IRA hereby agree as follows:

I. REPRESENTATIONS

West Business Park Development Agreement

.

1.1 Within ninety (90) days of the Effective Date of this Agreement, IRA will segregate a portion of its assets equal to the cost of Road Construction plus 10% to account for increased costs and invest such amount in a CD. IRA will maintain control and custody of the CD and will be entitled to any interest earned by the CD.

1.2 IRA acknowledges its responsibility to complete the Road Construction and nothing in this Agreement absolves IRA of such responsibility if Lubbock County does not complete improvements to the Road within eight (8) years of the execution of this Agreement. If IRA completes the Road Construction, IRA is responsible for the full cost of the Road Construction even if such cost is greater than the CD.

1.3 IRA acknowledges its responsibility to obtain a maintenance bond as set forth in the Wolfforth Code of Ordinances if it completes the Road Construction.

1.4 In the event Lubbock County does not start the improvements to the Road within seven (7) years after the execution of this Agreement, IRA will complete the Road Construction in accordance with the Wolfforth Code of Ordinances in place at such time.

1.5 In the event neither IRA nor Lubbock County has started improvements to the Road within eight (8) years after the execution of this Agreement, IRA will pay to City the full amount of the CD plus any amount necessary to cover the cost of the Road Construction if such costs are greater than the amount of the CD.

1.6 CITY will not require IRA to begin and complete the required Road Construction until the dates set forth in this Agreement.

1.7 With the execution of this Agreement, the City acknowledges that IRA has complied with all City requirements necessary to proceed with the development of West Business Park.

1.8 If IRA completes the Road Construction, CITY will accept maintenance of the Road in accordance with the Wolfforth Code of Ordinances in place at the time of the completion.

II. DEFAULT

2.1 If IRA fails to commence Road Construction, fails to complete Road Construction of the Road, or fails to perform any other obligation in accordance with the terms of this Agreement, CITY shall promptly send IRA notice of IRA's failure, and IRA shall have thirty (30) calendar days to take adequate steps to cure such failure. If IRA does not take adequate steps to cure its failure within thirty (30) calendar days, the CITY may immediately require Road Construction.

III. INDEMNIFICATION

3.1 IRA covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, CITY and its elected officials, employees, officers, directors, and representatives of CITY, individually or collectively, from and against any costs, claims, liens, damages, losses, expenses, fees, fines, penaltics, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal injury or death and property damage, made

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Page 2 of 6

upon CITY; provided, however, that IRA's indemnification of the CITY and its elected officials, employees, officers, directors, and representatives of CITY shall be limited to those costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, which arise directly or indirectly out of, resulting from or related to IRA's negligence, willful misconduct or criminal conduct in its activities under this Agreement, including any such acts or omissions of IRA, any agent, officer, director, representative, employee, consultant or subconsultants of IRA, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any government immunity available to CITY under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The provisions of this INDEMNIFICATION shall not apply to any costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, relating to the Public Improvements after the Public Improvements have been dedicated. IRA shall promptly advise CITY in writing of any claim or demand against CITY and/or IRA known to IRA related to or arising out of IRA's activities under this Agreement and shall see to the investigation and defense of such claim or demand at IRA's cost to the extent required under the indemnity in this Section. CITY shall have the right, at its option and at their its expenses, to participate in such defense without relieving IRA of any of its obligations under this paragraph.

IV. NON-WAIVER

4.1 Any provisions for this Agreement may be waived if done in writing and is signed by CITY, with approval by its City Council, and by the authorized custodian of the IRA on behalf of the IRA.

V. ENTIRE AGREEMENT

5.1 This written Agreement embodies the final and entire agreement between the parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

5.2 The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except if there is a conflict between an exhibit and a provision of this Agreement, the provision of this Agreement shall prevail over the exhibit.

VI. CHANGES AND AMENDMENTS

6.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by CITY and by the authorized custodian of the IRA on behalf of the IRA and approved by the City Council.

6.2 The custodian of the IRA may not sell or transfer its rights and obligations under this Agreement without written approval and consent of the CITY. Any transfer or assignment to which there has been consent shall be by instrument in writing in form reasonably satisfactory to the CITY and shall be executed by the transferee or assignee who shall agree in writing for the benefit of the CITY to be bound by and to perform the terms, covenants and conditions of this Agreement. Failure to first obtain, in writing, the CITY's consent or failure to comply with the provisions herein contained shall operate to prevent any such transfer or assignment from becoming effective. In the event the CITY approves the assignment or transfer of this Agreement, the IRA shall be released from such duties and obligations.

VII. SEVERABILITY

7.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code, or ordinances of the City of Wolfforth, Texas, then and in such event it is the intention of the parties hereto such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement which is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provisions as may be possible, legal, valid and enforceable.

VIII. VENUE, GOVERNING LAW AND ATTORNEY'S FEES

8.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

8.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Lubbock County, Texas.

8.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

IX. NOTICE

9.1 Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed with sufficient postage, sent by certified mail, return receipt requested, or delivered personally to an officer of the receiving party at the following addresses:

CITY

City Secretary

West Business Park Development Agreement

Page 4 of 6

Item # 8.

City of Wolfforth P.O. Box 36 Wolfforth, Texas 79382

IRA Rob Dean, Trust Officer City Bank Trust Department P.O. Box 5060 Lubbock, Texas 79408

9.2 Each party may change its address by written notice in accordance with this Article. Any communication delivered by facsimile transmission shall be deemed delivered when receipt of such transmission is acknowledged. Any communication so delivered in person shall be deemed received when receipted for by or actually received by an officer of the party to whom the communication is properly addressed.

X. EFFECTIVE DATE

10.1 This Agreement shall become effective on the date it is executed by the final party to this Agreement to execute this Agreement.

CITY OF WOLFFORTH

Charles Addington II, Mayor

2.2021

IRA

Account of Rick Betenbough

Rob Dean, Trust officer of City Bank

8-2.21

Directed Custodian of the Individual Retirement

EXHIBIT A

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20th Street Proposed Design

ltem # 8.



AGENDA ITEM COMMENTARY

	City Council June 17, 2024
	Consider and take appropriate action on resolution establishing a moratorium on multifamily construction permits
STAFF INITIATOR:	Randy Criswell, City Manager

BACKGROUND:

Based on the recently approved Comprehensive Land Use Plan, there is one specific area in town that should be protected from potentially unwanted development until we're able to fully examine and amend any appropriate portions of the Zoning Ordinance. This is the area along Patterson Park (shown on attached drawing) designated as Old Town Mixed Use on the Land Use Plan, but currently zoned Commercial and Multi-Family. Staff recommends (supported by our Planning and Zoning Commission) the enactment of a moratorium on Multi-Family development until December 31, 2024 to allow ample time to work through this rezoning process. A resolution is attached for this purpose.

EXHIBITS:

Resolution Sketch showing land use and zoning

COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends approval of the Resolution

RESOLUTION NO. 2024-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH ADOPTING A MORATORIUM ON NEW MULTIFAMILY DEVELOPMENT.

WHEREAS, the City is experiencing unprecedented growth which is changing the charter of many streets;

WHEREAS, the City Council has recently adopted a new Comprehensive Land Use Plan;

WHEREAS, City staff is reviewing the current Zoning Ordinance for consistency with the Comprehensive Land Use Plan;

WHEREAS, City staff has identified conflicts that pertain to Multi Family zoning;

WHEREAS, the City Council desires to adopt a moratorium on the permitting of multifamily development until the Council has had an opportunity to hear recommendations from City staff and the Planning and Zoning Commission;

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

<u>SECTION ONE:</u> That City staff is directed to not process any permits for multifamily development for a period ending on December 31, 2024.

<u>SECTION TWO:</u> Staff is directed to bring suggestions regarding the amendment of the City of Wolfforth Zoning Ordinance in the form of an ordinance regarding the future placement of multifamily development within the Wolfforth city limits.

PASSED AND APPROVED on this 17th day of June 2024.

Charles Addington, Mayor City of Wolfforth, Texas

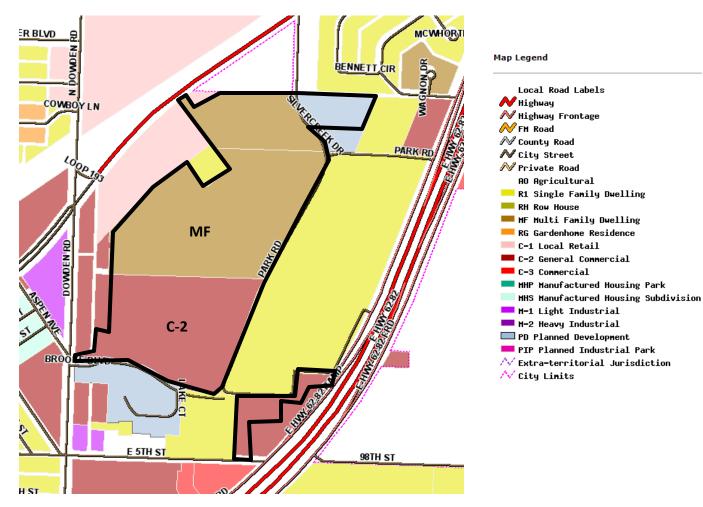
ATTEST:

Terri Robinette, City Secretary

Resolution No.2024-021 Moratorium on multifamily



Current Zoning





AGENDA ITEM COMMENTARY

MEETING NAME:	City Council Meeting
MEETING DATE:	June 17, 2024
ITEM TITLE:	Consider and take appropriate action on economic development corporation partnership with Retail Strategies.
STAFF INITIATOR:	Danielle Sweat, Economic Development Director

BACKGROUND:

The EDC board has approved a contract to partner with Retail Strategies. This is a consultant company that specializes in retail development services. They identify and aggressively execute a tailored strategy to attract new retailers, restaurants, and hotels. They act as an extension to the EDC staff, adding expertise and visibility to our community. They consistently provide feedback, answer questions, and solve complex problems to position Wolfforth for growth. Retail Strategies will be representing our community at regional and national conferences. Their team is connecting with retailers, brokers, and developers putting our real estate sites in front of the right decisionmakers.

EXHIBITS:

Retail Strategies documents

COUNCIL ACTION/STAFF RECOMMENDATION:

EDC board and staff recommends moving forward with Retail Strategies







Retail Recruitment

June 2024



Wolfforth, Texas

Lacy Beasley President

lacy@retailstratgies.com

Trusted partner

Industry Leaders

- Worked with 800 communities since 2011
- Vast network of retail and restaurant industry professionals
- Only municipal firm with in-house commercial real estate team

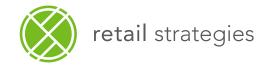


Industry Involvement





Item # 10.





Experience in Texas



Extension of City Hall Our Role

NEEDS:

Every city has the goal to increase tax revenue and job creation, often through new businesses. A combination of these goals increases the quality of life for citizens, spurring on more growth.

CHALLENGES:

Communities have challenges to overcome, such as finding enough time, building a network, the collateral and resources, and the specific experience needed in the retail industry.



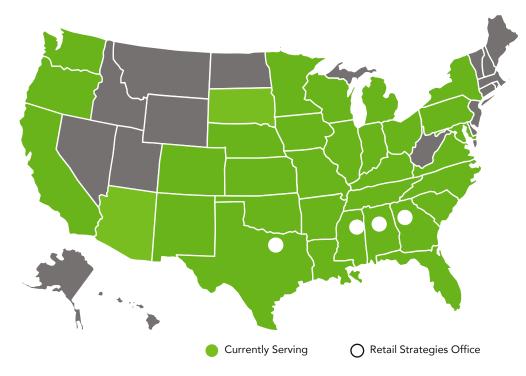
Item # 10



Community Partner

EXPERIENCE

Trusted by Communities Nationwide



177 Retail Recruitment Clients

4.1 Client to Staff Ratio

\$105k Avg. New Annual Sales Tax Per City



How it works



98



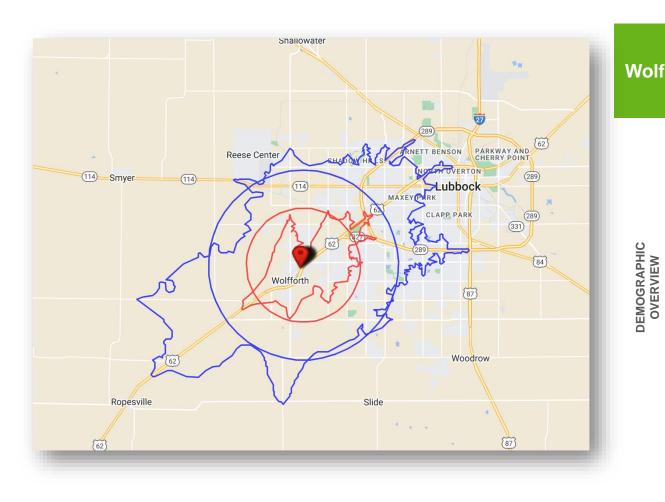
Data & Analytics

Customized Trade Area // GAP Analysis // Peer Analysis // Prospects & Site Criteria





Demographic Highlight



ffo	rth, TX	3 miles	5 miles	0-5 min	0-10 min
	Current Year Estimated Population	26,438	87,872	19,183	149,312
	Number of Households	9,316	35,196	6,840	59,294
	Average Home Value	\$ 295,450	\$ 272,867	\$ 268,623	\$ 260,611
	Population Growth % ('23-'28)	16.8%	12.4%	16.2%	7.1%
	Current Year Average Age	36.7	37.0	36.2	36.5
)	Current Year Median Household Income	\$ 87,481	\$ 71,442	\$ 79,965	\$ 68,058
	Current Year % Bachelor's Degree	36.3%	39.6%	32.1%	39.6%
	Number of Businesses	745	2,595	676	4,816
	Total Number of Employees	9,927	36,340	9,175	76,365
	Daytime Population	25,130	81,741	21,626	168,954

DISCOVER

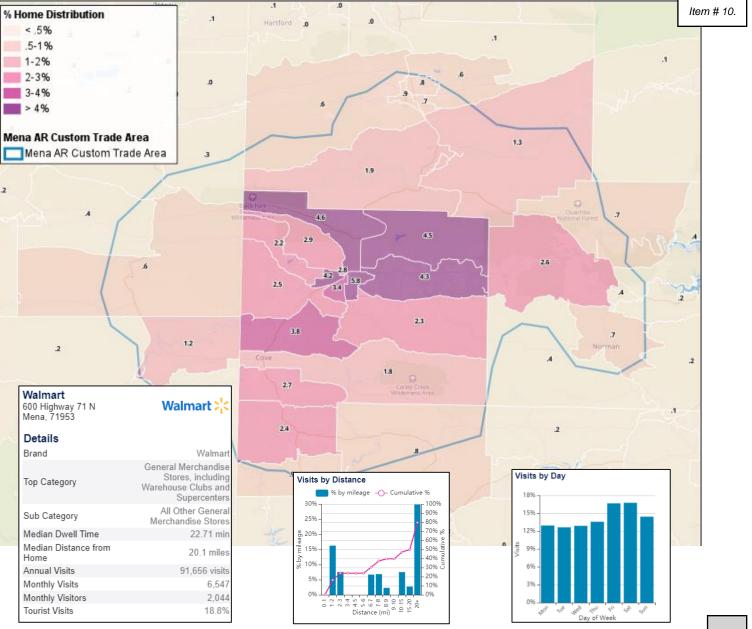
Mobile data collection

The Service uses data collected from mobile phone users who have agreed within their apps and phone settings to enable location information. The Service includes mobile phone data with latitude/longitude points that are accurate to approximately 20 feet. Data inputs are updated as quickly as every 24-hours.

The data shown includes shopper who visited the defined location during the designated time period. This tool is intended to support the trade area but does not solely define the trade area.

The location tracked was Walmart

For the time period of September 2022- September 2023



DISCOVER

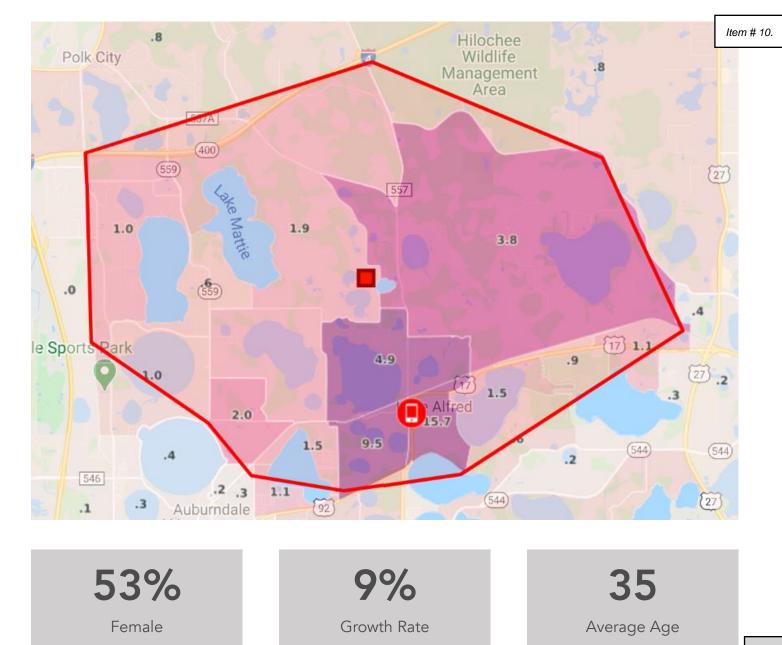
Customized Trade Area



Average Household Income

/**怖** 98,000+

2023 estimated population



DISCOVER

GAP Analysis

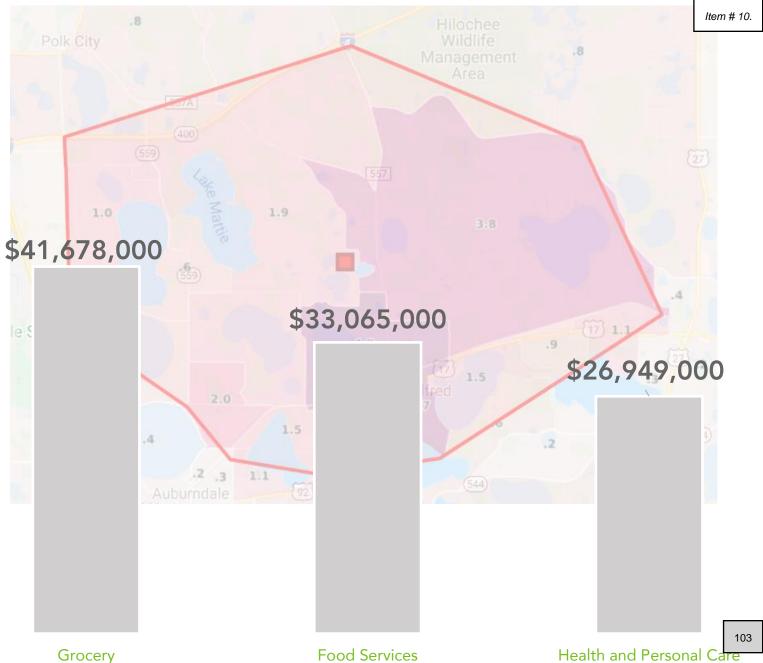
Total GAP



16 min

\$123 Mil

Drive Time to surrounding Retail Hubs



Peer Analysis

How you measure up to similar communities?



Prospects & Site Criteria



-	ects &		Food & Beverage
Site Criteria Retail Appropriate		Demographic Radius Ring Requirement:	3
	Retailer	Minimum Population Requirement:	9,000
	-> DUNKIN'	Household Income Requirement	\$65,000
		Traffic Count	20,000 VPD
	→ five Bel°w	Number of SF or AC:	1,100 SF
	United supermarkets	Location Comments:	Standard "Vanilla" shell with improvements. Morning side of roadway, drive-thru window preferred. Free standing, shared pad, or end cap located in mix use "major tenant" community shopping center with national or regional tenant.



Real Estate Analysis

Universal Site Metrics // Property Inventory

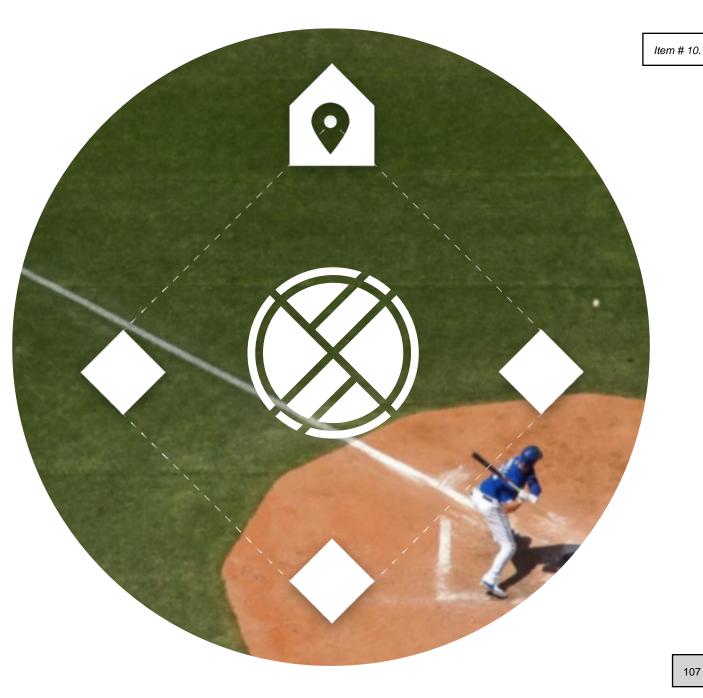


Home Run **Real Estate**

CONNECT

Universal Site Metrics

- Parking
- Traffic
- Co-tenancy •
- Signage
- Ingress / Egress

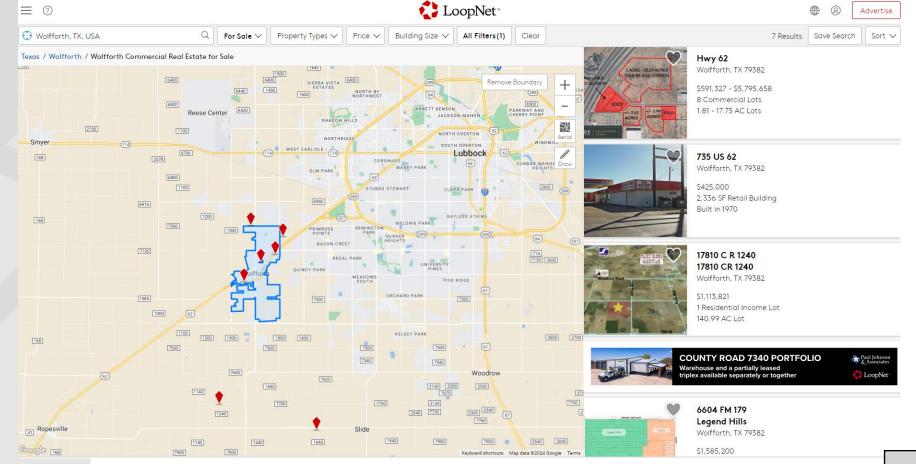




Inventory

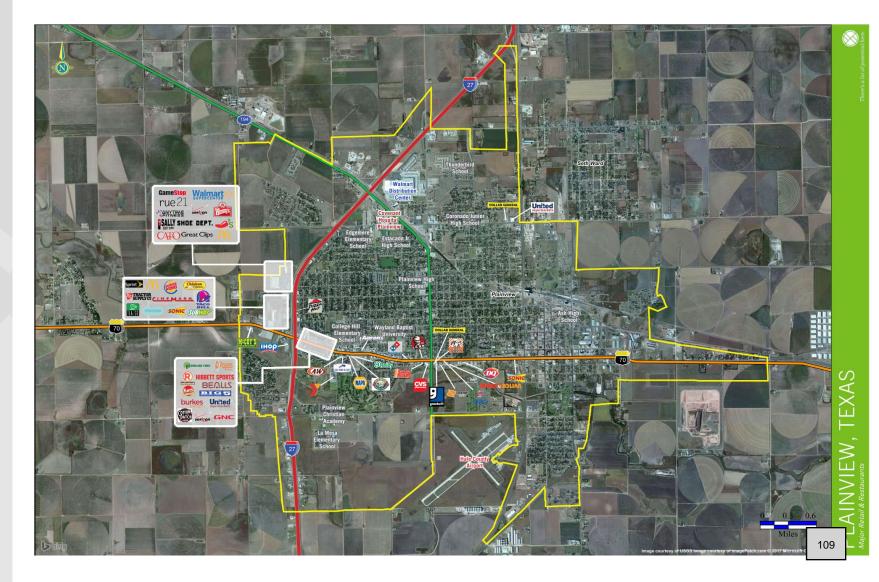
Retail Real Estate

Property Mapping



Aerial Map







Our Partnership

Your Deliverables // The Team // Our Relationships



Advance The Team

With a 4:1 client to staff ratio, we are dedicated to our client communities' needs.



Lacy Beasley President



Madison Neal Portfolio Director



Megan Jimenez Retail Development Coordinator



Courtney Hall Chief Marketing Officer



Joe Strauss Vice President, Development



Ryder Richards Creative Director



Scott VonCannon Chief Operating Officer



Ruthie Jolly Marketing Associate

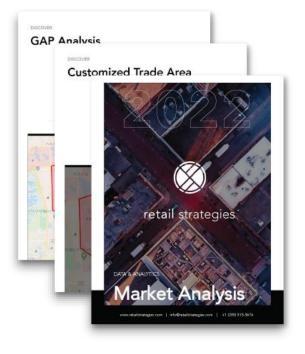


Clay Craft Vice President, Client Services

111

Deliverables

ADVANCE







Market Analysis Retail Recruitment Plan Marketing Guide ltem # 10.



rcial real estate expertise.

Conference Representation

Our Network is Your Network



Texas

ICSC INNOVATING COMMERCE SERVING COMMUNITIES

RETAIL

ltem # 10.



Questions?

We are here to help



Client Success

Testimonials & retail wins

Businesses Recruited

El Campo, Texas

Economic Impact \$190,400 Annually

Job Creation

113 new jobs

Retailers Recruited



The Story

City leaders made the decision to hire Retail Strategies to identify development opportunities in El Campo and work with retailers on their behalf. The Retail Strategies team performed an initial retail gap analysis and discovered a significant leakage in department stores.

Instead of reaching out to new department stores to come into the market initially, data was presented to Palais Royale and it was the information the retailer needed to make the decision to expand their footprint in El Campo.



retail strategies

C The real difference is the team at Retail Strategies. Having their team recruiting on our behalf is wonderful. It isn't just another tool in the toolbox.

> My office is an office of two people, so partnering with Retail Strategies is like having an additional five people in your office with you. They are actively recruiting retail.

Reference:

Carolyn Gibson Economic Development Director El Campo Development Corporat

In the Southwest

Retail Recruitment Success

About Us

Retail Strategies exists to give communities across the United States an advantage in attracting businesses. Our mission is to provide the real estate expertise, tools and human effort that position deserving towns as alluring locations for national businesses.

Difference

While we guarantee that we'll move the needle for you, we set reasonable expectations. Apart from being the right thing to do, an ethical approach sets the foundation for a long-term partnership.

Attracting new business to your community is a process.

To address this reality we develop longterm partnerships with our client communities, laying the foundation for continued growth.

We've helped cities nationwide with retail expansion, read about some of those stories below.





Item # 10.

New Albany, Mississippi

Sales Tax Collections: \$110,940 Annually

Job Creation:

65 new jobs

Retailers Recruited:



In the Southeast

The Story

New Albany and Retail Strategies began a partnership in 2014 where we identified restaurant concepts were a huge need within the community. Since then we have recruited Popeyes, Zaxbys, Cracker Barrel, Bim Bam Burgers, and Little Caesars. Assuming all of these stores are performing at their National Average, the City of New Albany collects roughly \$110,940 annually in new tax collections.



retail strategies

G We looked at the figures – and the businesses that we brought in – the sales tax we were gaining off of it was more than we paid for **Retail Strategies.** They are easy to work with. Really and truly, anytime we have any kind of questions, they give us an answer.

Reference:

Mayor Tim Kent (662) 534-4354 namayor@visitnewalbany.com

119

Businesses Recruited

Fort Payne, Alabama

Economic Impact \$4.5 Million

Job Creation

45 new jobs

Retailers Recruited



In the Southeast

The Story

Retail Strategies worked with the landlord of a vacant Kmart building to help on a redevelopment project. Several tenants were identified and we marketed the site to numerous retailers and tenant reps. Within a 9 month period, Dunham's Sports, Dollar Tree and Badcock Furniture all committed to the space. Due to the high costs of the project, Retail Strategies negotiated the incentives agreement on behalf of the City to make the project a win-win scenario and to avoid a longstanding vacant Kmart in a major corridor in town.



retail strategies

C When K-Mart closed in Fort Payne, Mayor Larry Chesser said they were unable to get someone to take it over. So they reached out to a company called Retail Strategies and it paid off. The K-Mart project was the first for Retail Strategies and now the property is thriving with Dunham's Sports, the Dollar Tree and Badcock Home Furnishings.

Reference:

?? (662) 534-4354 namayor@visitnewalbany.com

Businesses Recruited

In the Southeast

Lake City, Florida

Economic Impact \$300,000+ Annually

Jobs Created

50+

Retailers Recruited



The Story

The U.S. Highway 90 corridor in Lake City saw a boom in stores and restaurants, fueled largely by a contract the Chamber facilitated in 2013 with Retail Strategies, a retail recruitment firm.

Clay Craft said his firm drew in thirteen businesses that will generate over \$300,000+ in sales tax revenue for the county. Economic Director Glen Hunter said the contract helped bolster the county's brand in the eyes of major retail chains. "They brought awareness to our market," he said. "For the dollar amount, I think it's a good value," he added.



retail strategies

Item # 10.

^{GG} This one is a no brainer.

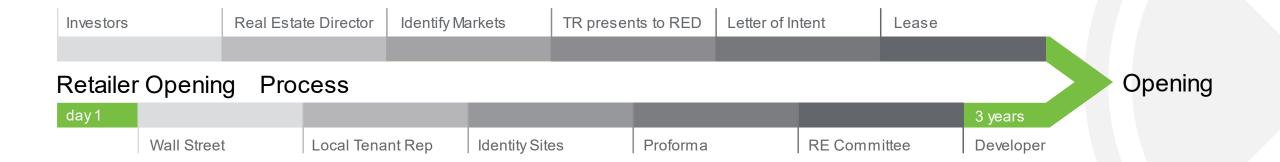
- Lake City, FL

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Why does it take so long? Retail Timeline

Retail deals take anywhere from 18 to 36 months.



Item # 10.

AGREEMENT TO PROVIDE CONSULTING SERVICES

This Agreement to Provide Consulting Services (this "<u>Agreement</u>") sets forth the mutual understanding of (the "Client") Wolfforth, TX Economic Development Corporation and Retail Strategies, LLC, an Alabama limited liability company (the "<u>Consultant</u>") on this _____ day of _____ 2024 (the "<u>Execution Date</u>"), for the provision of professional consulting services as more fully set forth below.

RECITALS:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. <u>CONSULTING SERVICES.</u> The Consultant agrees to provide the following professional services to the Client as detailed in Exhibit A (a copy of which is attached hereto and incorporated herein by reference) (the "<u>Services</u>"):

2. <u>TERM.</u> The Consultant's engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant's engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the "<u>Term</u>") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. <u>CONSULTING FEE.</u>

A. <u>Consulting Fee.</u> In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "<u>Consulting Fee</u>") in an amount equal to \$135,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount	
Year One	Upon execution of this	\$45,000	
	agreement		
	On or before the 1st		
Year Two	anniversary of the Execution	\$45,000	
	Date		
	On or before the 2^{nd}		
Year Three	anniversary of the Execution	\$45,000	
	Date		

B. <u>Payment Default.</u> If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services identified in Exhibit A. Additionally, from the date due until paid, the delinquent amount shall bear interest at the rate of one and one-half percent (1.5%) per month. If Consultant shall engage an attorney to collect any unpaid amount due hereunder, or institutes legal action to enforce the provisions of this Agreement, Consultant shall be entitled to receive from Client, in addition to such unpaid amount plus interest, a reasonable attorney fee and all expenses incurred by Consultant as awarded by a court of competent jurisdiction.

4. <u>CLIENT INFORMATION AND ACCESS.</u>

- A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports, and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.
- B. To facilitate such access and Consultant's delivery of the Services, the Client designates the Executive Economic Development Director (the "<u>Client Representative</u>"), currently Danielle Sweat. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).
- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. <u>INTELLECTUAL PROPERTY.</u> As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions, or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential

information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. <u>TERMINATION.</u>

- A. <u>By the Client At-Will.</u> The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. <u>By the Client Upon the Consultant's Default.</u> The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. <u>By the Consultant At-Will.</u> The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
- **D.** <u>By the Consultant Upon the Client's Default.</u> The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. <u>NOTICES.</u> Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: Danielle Sweat Executive Economic Development Director Email: dsweat@wolfforthtx.us Phone: 806-855-2148 | Mobile: 806-773-1230 302 Main Street Wolfforth, Texas 79382 www.wolfforthedc.com Consultant: Retail Strategies, LLC 2200 Magnolia Ave. South, Suite 100 Birmingham, AL 35205 Email: sleara@retailstrategies.com Fax: (205) 313-3677 Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. <u>INDEPENDENT CONTRACTOR.</u> The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. <u>STANDARD TERMS.</u>

- A. <u>Affiliated Services</u>: Client acknowledges that affiliates of consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.
- B. <u>Applicable Laws</u>: The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. <u>Insurance</u>: The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. <u>Third Party Beneficiaries</u>: This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- E. <u>Publicity</u>: The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. <u>Entire Agreement</u>: This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely

expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

- G. <u>Further Assurances</u>: Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- Limitation on Liability; Sole Remedy: Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure, and refund provisions of Section 6(B) of this Agreement.
- J. <u>Amendment in Writing</u>: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. <u>Binding Effect</u>: This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. <u>Captions</u>: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. <u>Construction</u>: This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. <u>Prohibition on Assignment</u>: No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. <u>Waiver</u>: Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. <u>Survival</u>: Section 5 and Section 9(H) will survive termination of this Agreement.

Q. <u>Counterparts; Electronic Transmission</u>: This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Executed Date.

<u>CLIENT</u>:

Wolfforth, Texas Economic Development Corporation

By:

Name: Joel Robinett Title: WEDC President Date:

CONSULTANT: RETAIL STRATEGIES, LLC

By:		
Name:		
Title:		

EXHIBIT A RETAIL RECRUITMENT

I. <u>CONSULTANT AGREEMENT</u>

This section outlines what Retail Strategies (the "consultant") will provide to the Wolfforth Economic Development Corporation (the "client").

A. RESEARCH

- 1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
- 2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
- 3. Conduct retail peer market analysis
- 4. Tapestry lifestyles psychographic profile of trade area / market segmentation analysis
- 5. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
- 6. Identification of at minimum 30 retail prospects to be targeted for recruitment
- 7. Updates provided on retail industry trends
- 8. Custom on-demand demographic research historical, current, and projected demographics to include market trade areas by radius/drive time, and custom trade area

B. REAL ESTATE ANALYSIS

- 1. Identify/Evaluate/Catalog priority commercial properties for development, redevelopment and higher and best use opportunities
- 2. Identification of priority business categories for recruitment and/or local expansion
- 3. Active outreach to local brokers and landowners

C. RETAIL RECRUITMENT

- 1. Retail recruitment plan delivered to client summarizing all customized analytics, target zones for real estate and retail categories for recruitment focus.
- 2. Pro-active retail recruitment for targeted zones
- 3. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
- 4. Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a monthly and/or as needed basis
- 5. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
- 6. Conference representation- updates provided according to the yearly conference schedule

EXHIBIT A (Continued)

II. <u>CLIENT AGREEMENT</u>

This section outlines what the Dumas Economic Development Corporation (the "Client") will provide for Retail Strategies (the "Consultant").

A. Point of Contact

- 1. One individual shall be specifically designated by Client and identified to Consultant as the primary point of contact ("POC")
- 2. POC will be responsible for regular communications between Client and Consultant
- 3. POC will be responsible for communicating all of Consultants updates and activities to Client as necessary
- 4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
- 5. POC will be competent to aid Consultant in navigation of local political landscape
- 6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

B. Information and Material Requested by Consultant:

- 1. Consultant will provide POC with no less than 3 business days' notice before materials and other information are needed
- 2. Client/ POC understands that Consultant's ability to stay on schedule will depend on receiving requested information by the requested deadline
- 3. Client/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner's personal situation that may affect willingness to sell property
- 4. Client/ POC will inform Consultant of plans to attend ICSC conferences proving ample time to assist in planning

C. Information and Material Requested by Client:

- 1. POC will provide Consultant with no less than 3 business days' notice before a full update is needed
- 2. Client/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publicly