



# CITY COUNCIL MEETING

September 16, 2024 at 6:00 PM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

## AGENDA

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### CALL MEETING TO ORDER

**INVOCATION - Councilmember Place 4 McDonald**

**PLEDGE OF ALLEGIANCE - Councilmember Place 5 Brashier**

**ROLL CALL AND ESTABLISH A QUORUM**

**SAFETY REVIEW**

**CITIZEN ENGAGEMENT**

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

**CONSENT AGENDA**

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

- [1.](#) Consider and take appropriate action on August 19, 2024 City Council meeting minutes
- [2.](#) Consider and take appropriate action on August 26, 2024 City Council Meeting Minutes
- [3.](#) Consider and take appropriate action on August 2024 departmental reports
- [4.](#) Consider and take appropriate action on Resolution 2024-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS,  
DESIGNATING AN OFFICIAL NEWSPAPER FOR THE CITY OF WOLFFORTH FOR  
THE FISCAL YEAR 2024-2025

5. Consider and take appropriate action on request from Frenship Alumni and Friends for Hotel Occupancy Tax funds in the amount of \$2,000 to support Frenship Homecoming events.
6. Consider and take appropriate action on Resolution 2024-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS  
APPROVING A CONTRACT FOR SERVICE WITH INDUSTRIAL SCIENTIFIC FOR AIR  
MONITORING EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE

7. Consider and take appropriate action on Ordinance 2024-022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH  
AMENDING THE FISCAL YEAR 2023-24 OFFICIAL BUDGET, ADOPTED BY  
ORDINANCE NO. 2023-020, PROVIDING A CUMULATIVE CLAUSE; PROVIDING A  
SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

8. Consider and take appropriate action on Pay Request No. 4 from UCA for Wolfforth Disinfection System Improvements Phase 2

## **REGULAR SESSION**

9. Consider and take appropriate action on first reading of Resolution 2024-033, EDC land purchase, legal description Crestridge TR F.
10. Consider and take appropriate action on nominations to the Lubbock County Appraisal District's Board of Directors
11. Consider and take appropriate action on Resolution 2024-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS  
APPROVING A PERFORMANCE AGREEMENT BETWEEN THE WOLFFORTH  
ECONOMIC DEVELOPMENT CORPORATION AND ALL HALE MEATS, LLC, FOR  
INCENTIVES TO PROMOTE EXPANDED BUSINESS DEVELOPMENT; AND  
PROVIDING AN EFFECTIVE DATE

12. PUBLIC HEARING: Consider and take appropriate action on public hearing to consider the adoption of impact fees to be imposed.

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

**13.** Consider and take appropriate action on Ordinance 2024-023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE CODE OF ORDINANCES BY ADDING 13.05.024 IMPACT FEES TO CHAPTER 13, ARTICLE 13.05, DIVISION 2 RATES; AMENDING APPENDIX A: FEE SCHEDULE BY ADDING THE WATER IMPACT FEES IN SECTION a1.007 METER FEES AND IMPACT FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

**14.** Consider and take appropriate action on Ordinance No. 2024-024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13 UTILITIES ARTICLE 13.05 WATER AND SEWER, DIVISION 2 WATER RATES; PROVIDIING FOR THE ASSESSMENT OF RATES FOR UTILITY SERVICES WITHIN THE CITY; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**15.** Consider and take appropriate action on Resolution No 2024-035

A RESOLUTION BY THE CITY OF WOLFFORTH, TEXAS (“CITY”) DENYING SOUTHWESTERN PUBLIC SERVICE COMPANY’S PROPOSED SURCHARGE IN CONNECTION WITH FINAL RATES APPROVED RELATED TO ITS STATEMENT OF INTENT SUBMITTED ON ABOUT FEBRUARY 8, 2023; AUTHORIZING THE CITY’S CONTINUED PARTICIPATION WITH OTHER CITIES IN THE ALLIANCE OF XCEL MUNICIPALITIES (“AXM”) AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT

**16.** Consider and take appropriate action on Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

- 17. Consider and take appropriate action on discussion of Solid Waste Request for Proposals
- 18. Consider and take appropriate action on discussion of amendment to the Wolfforth Code of Ordinances, Article 14.03 Use Regulations (Old Town Mixed Use Zone).
- 19. Consider and take appropriate action on Ordinances 2024-025 through 2024-034 amending Chapter 3 Building Regulations and Chapter 5 Fire Prevention and Protection and adopting the following Building Codes:

2021 International Mechanical Code, 2021 International Building Code, 2020 National Electrical Code. 2021 International Residential Code, 2021 International Fuel Gas Code, 2021 international Energy Conservation Code, 2021 International Existing Building Code, 2021 Swimming Pool and Spa Code, 2021 International Fire Code, 2021 International Plumbing Code

- 20. Consider and take appropriate action on Resolution 2024-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN ATTORNEY/CLIENT ENGAGEMENT AGREEMENT WITH GUEVARA LAW, P.C.; AND PROVIDING AN EFFECTIVE DATE

- 21. Consider and take appropriate action on update status on Safe Haven Baby Box update.
- 22. Consider and take appropriate action on Fire EMS department implementation update
- 23. Consider and take appropriate action Resolution 2024-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING CONTRACT NO 23-160-051-E805 WITH THE STATE OF TEXAS GENERAL LAND OFFICE FOR A COMMUNITY DEVELOPMENT BLOCK GRANT; AND PROVIDING AN EFFECTIVE DATE

**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:

- 24.** 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) Wolfforth Land Company 380 Agreement

**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 September 13, 2024 at 5:00 p.m.

/s/ Terri Robinette, City Secretary



# CITY COUNCIL MEETING

August 19, 2024 at 6:00 PM

WolfForth City Hall - 302 Main Street WolfForth, TX

## MINUTES

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### CALL MEETING TO ORDER

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

### INVOCATION

### PLEDGE OF ALLEGIANCE

### ROLL CALL AND ESTABLISH A QUORUM

#### PRESENT

Mayor Charles Addington

Councilmember Place 1 David Cooper

Councilmember Place 2 Wesley Houck

Mayor Pro Tem Doug Hutcherson

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.

(unapproved draft)

There were no public comments.

## CONSENT AGENDA

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

Motion to remove the following from the Consent Agenda.

2. Consider and take appropriate action on July 2024 departmental reports

Councilmember Houck had questions regarding the EDC monthly report, specifically the business improvement grant program

Motion to approve July 2024 departmental reports

Motion made by Mayor Pro Tem Hutcheson, 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

5. Consider and take appropriate action on the use of Hotel Occupancy Tax funds for the purchase of a stage to support public arts and festival events associated with the City of Wolfforth.

Councilmember McDonald wants the stage to be handicap accessible with a ramp.

Councilmember Hutcheson would like to see the purchase of a trailer for transportation and storage of the stage.

Motion to purchase a stage in the amount of \$9650 and staff to explore cost of trailer for storage and transport.

Motion made by Councilmember Place 4 McDonald, 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

6. Consider and take appropriate action on Resolution 2024-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS  
 APPROVING AN INTERLOCAL AGREEMENT WITH LUBBOCK COUNTY, TEXAS  
 FOR FIRE SUPPRESSION AND RESCUE SERVICES; AND PROVIDING AN EFFECTIVE  
 DATE

(unapproved draft)

Councilmember Houck asked for more information on how the per-call rate is set by Lubbock County and the historical trend of those rates.

Motion to approve Resolution 2024-027

Motion made by Mayor Pro Tem Hutcheson, 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

**CONSENT AGENDA ITEMS 1, 3, AND 4**

- 1. Consider and take appropriate action on minutes from August 5, 2024 City Council Meeting
- 3. Consider and take appropriate action on Pay Request No. 3 from UCA for Wolfforth Disinfection System Improvements Phase 2
- 4. Consider and take appropriate action on Resolution 2024-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A PAYMENT AGREEMENT WITH PRESTON MANOR MANAGEMENT, LLC FOR THE REIMBURSEMENT OF EXPENSES; AND PROVIDING AN EFFECTIVE DATE

Motion to approve consent agenda items #1, #3, #4.

Motion made by Mayor Pro Tem Hutcheson, 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

**REGULAR SESSION**

- 7. PUBLIC HEARING: Consider and take appropriate action on a public hearing concerning Public Improvement District #3 (Harvest Subdivision) Proposed Assessments

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

Open public hearing at 6:17 PM

There were no public comments

Close public hearing at 6:19 PM



(unapproved draft)

8. Consider and take appropriate action on Ordinance 2024-017

AN ORDINANCE OF THE CITY COUNCIL OF WOLFFORTH, TEXAS, LEVYING AN ASSESSMENT AGAINST YEAR 2024 ASSESSMENT ROLL ON PROPERTIES WITHIN THE CITY OF WOLFFORTH PUBLIC IMPROVEMENT DISTRICT NUMBER THREE (HARVEST SUBDIVISION); AND MAKING CERTAIN FINDINGS RELATED THERETO

Motion to approve Ordinance 2024-017

Motion made by Councilmember Place 5 Brashier, 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

9. Consider and take appropriate action on Ordinance 2024-018 approving a negotiated settlement with Atmos West Texas and Atmos Energy Corp, West Texas Division regarding 2024 RRM filing.

Motion to approve Ordinance 2024-018

Motion made by Mayor Pro Tem Hutcheson, 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

10. Consider and take appropriate action on Resolution 2024-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AUTHORIZING A CREDIT CARD AGREEMENT WITH CITY BANK TEXAS FOR PURCHASING AND FLEET CARD SERVICES; AND PROVIDING AN EFFECTIVE DATE

Motion to approve Resolution 2024-028

Motion made by Mayor Pro Tem Hutcheson, 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

11. Consider and take appropriate action on Wolfforth Fire EMS implementation

Chief Lance Barrett gave a report on temporary barracks for fire department housing. The barracks are not as advertised when viewed in person. Chief has looked at mobile homes as a better option. Zoning would have to be changed for City-owned property and a change to allow

*(unapproved draft)*

mobile homes as those are currently not allowed in this area. Utility connections would need to be found.

Motion to place a deposit of \$1,000 on the purchase of a mobile home for temp fire and move forward with any necessary zoning change and extension of utilities.

Motion made by Mayor Pro Tem Hutcheson, 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

12. Consider and take appropriate action on report on the Resilient Communities Program Grant.

Director of Development Tara Tomlinson notified the Council of the City receiving a Resilient Communities grant in the amount of \$240,000 to be used for the creation of a new City Comprehensive Plan. Contracts will be forthcoming.

Staff directed to start an application process for members of the comp plan and provide information on the website.

13. Consider and take appropriate action on demonstration of TextMyGov

There was no action taken.

14. Consider and take appropriate action on final plat The Overlook, Lots 342-A through 389-A, a replat of lots 342 through 390 of the Overlook, Lots 179-390.

Motion to approve Overlook 2B Replat lot 342A thru 389A

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

15. Consider and take appropriate action on budget workshop for Fiscal Year 2025 Annual Budget.

City Manager Randy Criswell presented the Council with the final, draft budget. The budget is currently balanced in all funds. Total budget of \$20,236,785. General Fund \$9,596,774, Utility Fund \$7,230,250, Sanitation Fund \$1,087,800, Debt Service Fund \$1,184,711, PID #2 \$487,250 and EDC \$650,000.

Proposed tax rate in this budget is \$0.779979/\$100 valuation. Debt rate \$0.149722 and O&M rate is \$0.630257

(unapproved draft)

Anticipated debt includes a new issue of a \$2mil tax note for the purchase of a fire engine, ambulance, four new police vehicles and an outdoor warning system in the Harvest Subdivision.

16. PUBLIC HEARING: Conduct a public hearing on Fiscal Year 2024-2025 annual budget and property tax rate of \$0.779979 for FY 2025

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

Mayor Addington opened the public hearing on the proposed tax rate of 0.779979 and the Fiscal year 2025 annual budget at 7:18 PM.

There were no public comments. Ordinances to adopt the tax rate and budget will be considered at the August 26<sup>th</sup> City Council meeting.

The public hearing was closed at 7:19 PM.

17. Consider and take appropriate action on Resolution No. 2024-029, a resolution directing publication of a notice of intention to issue up to \$14 million in Certificates of Obligation for water system improvements.

Paul Jasin with Specialized Public Finance presented to the City Council information regarding the issuance of certificates of obligation not to exceed \$14 million. As per City Manager Randy Criswell, these funds will be used for various capital improvements including an elevated storage tank, a Lubbock water north connection site, Loop 88 East connection construction and acquisition of Harvest and Overlook irrigation wells. Another issuance will come in 2025 and 2026 to complete the following projects: Water Distribution pipe project, EDR Plant Construction, Loop 88 North water design project.

Paul Jasin gave a timeline to Council on how the certificate of obligation must be issued. A public hearing must be called and advertised in the newspaper on Thursday, August 22 and Thursday, August 29 and on the website. Closing of the CO and funds will be in hand by October 30, 2024

Motion to approve Resolution 2024-029

(unapproved draft)

Motion made by Mayor Pro Tem Hutcheson, 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

## **EXECUTIVE SESSION**

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

The City Council convened into executive session at 7:37 PM

18. 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.
19. 551.087 Deliberations Regarding Economic Development Negotiations: to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of financial or other incentive to a business prospect.

## **RECONVENE INTO OPEN SESSION**

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

The City Council reconvened into open session at 8:04 PM. There was no action taken resulting from Executive session.

20. PUBLIC HEARING: Consider and take appropriate action on public hearing on a proposed economic development project to purchase property on major roads within the city of Wolfforth to promote new or expanded business development.

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

Public Hearing was opened at 8:04 PM

There were no public comments

(unapproved draft)

Public hearing closed at 8:05 PM

**COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**

Discussion of Councilmember handbook - Brashier

City Attorney contract – Hutcheson

Recognition of Lilley family - McDonald

Summary of fees and tax increases - Houck

**ADJOURN**

Motion to adjourn at 8:10 PM.

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

**PASSED AND APPROVED THIS THE 16TH DAY OF SEPTEMBER, 2024.**

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

ATTEST:

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



# CITY COUNCIL MEETING

August 26, 2024 at 6:00 PM

WolfForth City Hall - 302 Main Street WolfForth, TX

## MINUTES

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### CALL MEETING TO ORDER

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

### INVOCATION - Mayor Pro Tem Hutcheson

### PLEDGE OF ALLEGIANCE - Councilmember Place 4 McDonald

### 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

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(unapproved draft)

There were no public comments.

**REGULAR SESSION**

1. Consider and take appropriate action on Ordinance 2024-019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS ADOPTING THE CITY OF WOLFFORTH’S ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AND PROVIDING OTHER DETAILS RELATING TO THE PASSAGE OF THIS ORDINANCE

Motion to approve Ordinance 2024-019

Motion made by Councilmember Place 1 Cooper, 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

2. Consider and take appropriate action on Resolution 2024-030

A RESOLUTION OF THE CITY OF WOLFFORTH, TEXAS, RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE CITY’S FISCAL YEAR 2024-2025 OPERATING BUDGET AS REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 102.007 WHEN ADOPTING A BUDGET THAT WILL REQUIRE RAISING MORE REVENUES FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR; AND ESTABLISHING AN EFFECTIVE DATE

Motion to approve Resolution 2024-030

Motion made by Mayor Pro Tem Hutcheson, 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

3. Consider and take appropriate action on Ordinance 2024-020

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF WOLFFORTH, TEXAS TAX NOTE, SERIES 2024; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE PAYMENT OF SAID NOTE; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

Motion to approve Ordinance 2024-020

(unapproved draft)

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

4. Consider and take appropriate action on Ordinance 2024-021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, ADOPTING AN AD VALOREM PROPERTY TAX RATE OF \$0.779979 AND LEVYING TAXES FOR THE FISCAL YEAR 2024-2025 TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENDITURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

Motion that the property tax rate be increased by the adoption of a tax rate of \$0.779979, which is effectively a 15.4% increase in the tax rate.

Motion made by Mayor Pro Tem Hutcheson, Seconded by Councilmember Place 4 McDonald.

Record Vote

Cooper - Yea

Houck - Yea

Hutcheson - Yea

McDonald - Yea

Brashier - Yea

**ADJOURN**

Motion to adjourn at 6:11 PM.

Motion made by Councilmember Place 4 McDonald, 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



*(unapproved draft)*

**PASSED AND APPROVED THIS THE 16TH DAY OF SEPTEMBER 2024.**

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Charles Addington, II, Mayor  
City of Wolforth, Texas

ATTEST:

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Terri Robinette, City Secretary

DRAFT

# Departmental Reports August 2024



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	September 16, 2024
<b>ITEM TITLE:</b>	Report - update on significant projects
<b>STAFF INITIATOR:</b>	Randy Criswell, City Manager

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### BACKGROUND:

Pardon the cliché but “we’re cooking now”; we’re about to start really making some progress on our Capital Improvements Plan. At tonight’s Council meeting, you’ll adopt Water Impact Fees and water rates that have been built around the ability to service the debt associated with our Capital Improvements Plan. You’ve also recently approved the required notice for the issuance of Certificates of Obligation (CO’s) for an amount not to exceed \$14 million. Those funds are expected to be delivered on Wednesday October 30, and considering that we’re working at full speed to get our projects started. Here is an update on where we stand with our CIP.

- Elevated Storage Tank. This project is ready for bid. I have instructed our engineering team that I want this project out for bid in time to solicit and evaluate bids prior to the November 4 Council meeting, in which I intend to bring you a recommendation for a bid award. This project is estimated at \$6.5 million.
- Water Distribution Lines. We are preparing to obtain pricing for the distribution piping necessary for the construction of three individual projects: 1) Loop 88 East connecting piping; 2) Tank #3 dedicated 12” fill line; and 3) 12-inch distribution piping for connection of the new Elevated Storage Tank. These projects are estimated at a total cost of \$2.5 million.
- Loop 88 East water supply. OJD continues to work with Loop 88 on development of a plan for well construction. Plans have been submitted to TCEQ for review of the project. Piping design is complete and could go under construction anytime. This project is estimated at \$1 million.
- LBK North water interconnect. Currently at TCEQ under review. I asked OJD to prepare a final set of plans for the tank and booster pump, and when that’s ready, I’ll bring it to the City Council for discussion. There are two big concerns I have. The first is the timing; I want the Lubbock North connection online by June 2024. The second is I want to make sure we construct the ground storage tank in a way that the aesthetics are acceptable to the neighborhood. Estimated cost of this project is \$2 million.

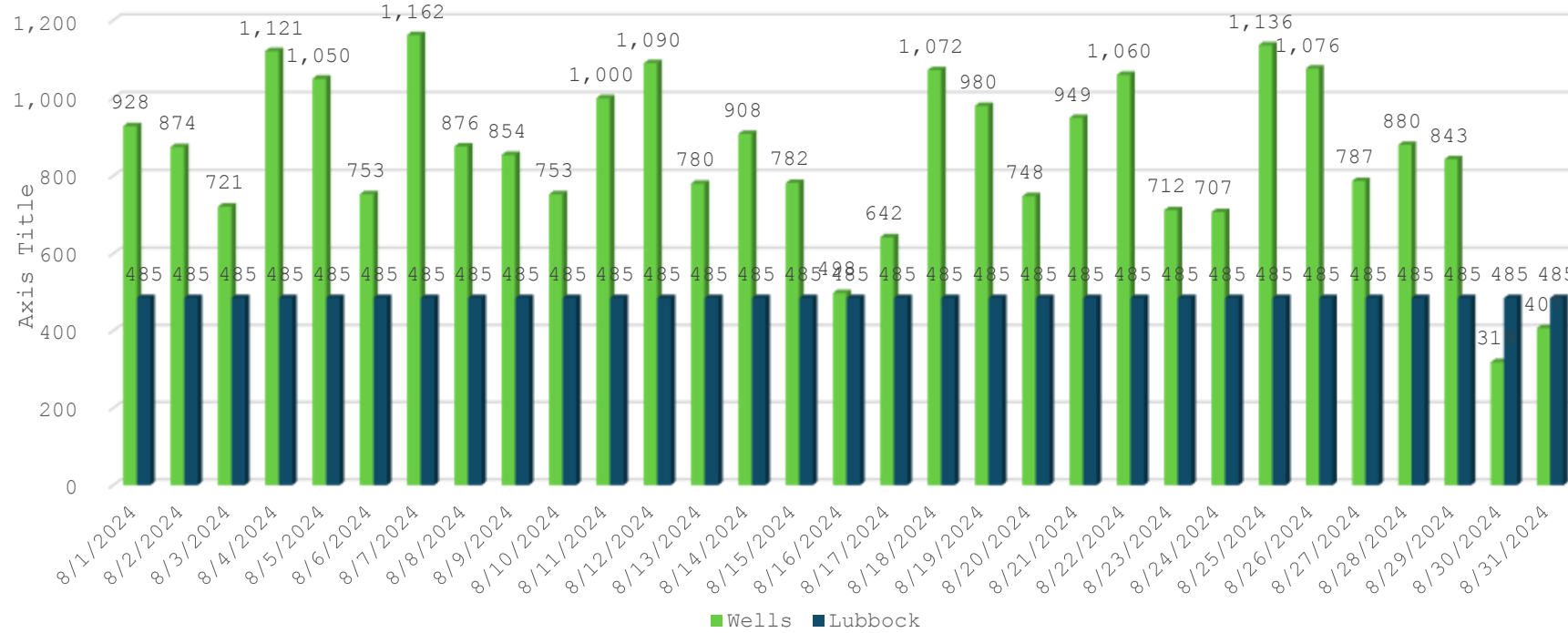
These are the critical path projects. In the meantime, we’ll be working toward being ready for the second issuance of debt, which will occur around this time next year.

Based on discussions with our engineers, we will reduce the amount for CO issuance to \$12.75 million, just FYI.

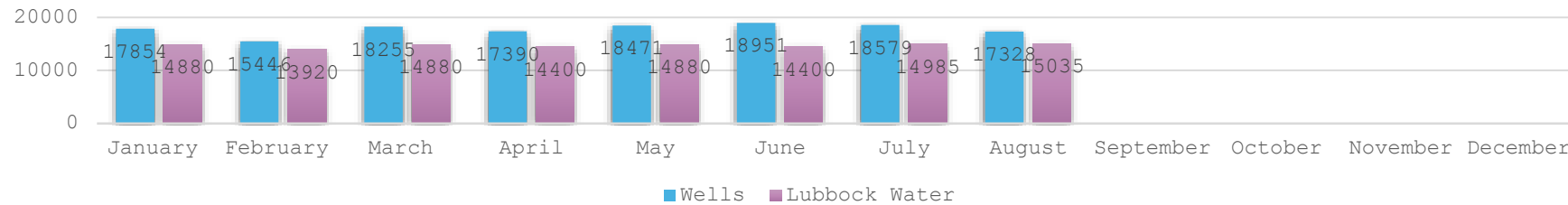
No action necessary; this is only a report.

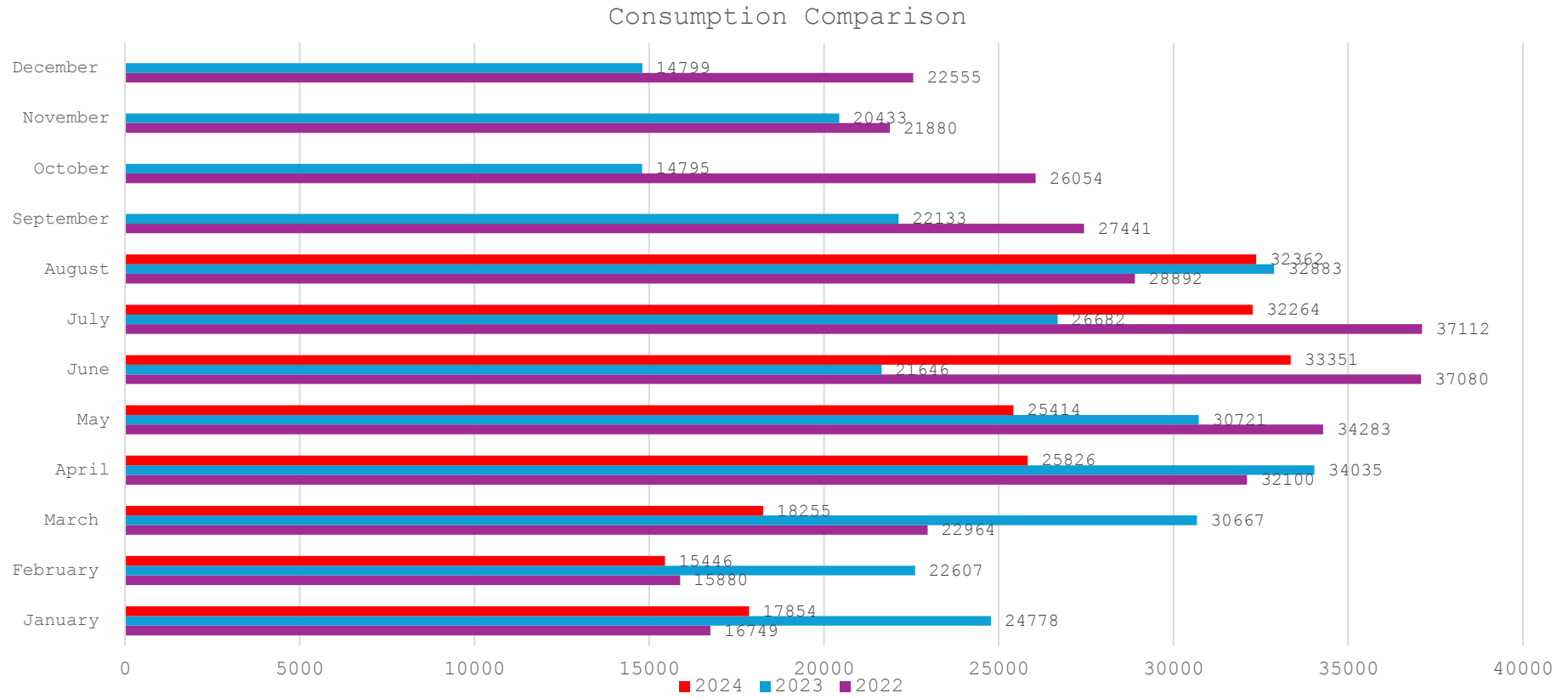
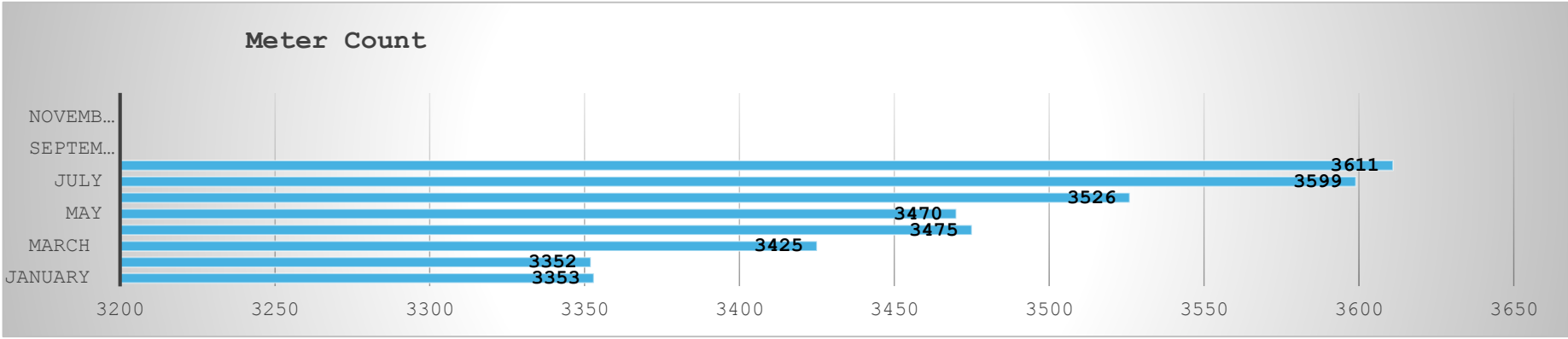
Public Works Reports  
August 2024

### Daily Pumpage from Wells and Lubbock

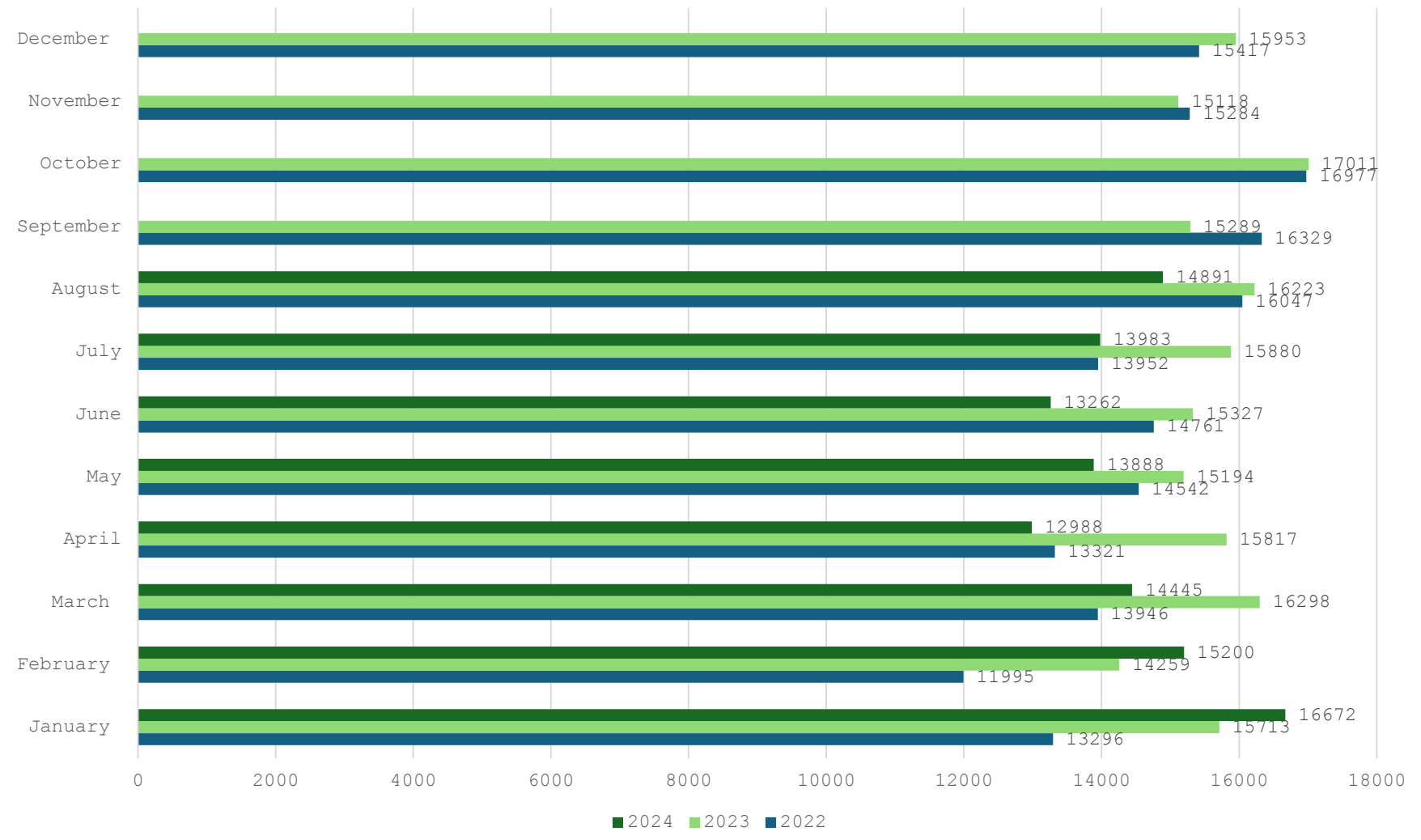


### Monthly Consumption





### Sewer Flow



811 locates	56						
		219 Work orders					
Iworq summary							
Building maintenance		Install Meter	22	Sewer		0	Disconnect 10
Container check		Low Pressure	7	Signs		0	CSI 0
Data Log		Meter Issues	13	Streets		0	Debris Removal 1
Detect leak		Meter read	5	Water		1	Other-Water 0
Door tag		Locks	21	Pothole repair		0	Animal at Large 0
Furniture		Meter can repair	0	Repairs		0	
Grade Alley		Re read	1	Verify occupancy		5	1
Garbage		Non Payment Disconnect	1	Connect		2	29
Water Leak		Non Payment Reconnect	0				75



# Development Reports

## August 2024

Monthly Report August 2024

**New Construction:** 25-Residential, 1-Commercial

Estimated Value: \$ 6,339,650

Subdivision: Harvest-15, Overlook-4, Overlook West- 4, Preston Park-1, Fox Run-1

24-Single Family

1-Multi-Family

1-Commercial, All Hale's Meat

**Ongoing Construction:** 5-Commercial, 168-Residential

Subdivision: Harvest-103, Overlook-14, Preston Manor-13, Windsor Estates-5, Overlook West-27, Fox Run-1, Preston Park-1

164-Single Family

4- Multi-Family

5-Commerical (2 FISSD Projects, 1 Industrial Park on Hwy 62/82, Sonic Remodel, All Hale's Meat)

**Completed Construction:** 26-Residential, 1-Commercial

Subdivision: Harvest- 20, Overlook West-1, Overlook-5

26-Single Family

1-Commercial (Methodist Church)

Plat and Commercial Update August 2024

**Platting:**

Harvest 8A- TCEQ Approval Granted, Council Approved 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, Council Approved 6-17-24

**Commercial:**

Frenship ISD Soccer Complex- permitted

Frenship ISD Expansion of 9<sup>th</sup> Grade Center- permitted

Sonic- Permitted

Industrial Park- Patel Dr. and Hwy 62/82- Permitted, Construction has begun

All Hale's Meat- In the review process with SafeBuilt

Permit Title	Permit Description	Project Address	Applicant	Date Started	Project Square Feet	Estimated Valuation
Building Permit New (R)	New Single Family	421 14th Street	Brock Baker, D.R. Horton	08/23/2024	1821	187563
Building Permit New (R)	New Garden Home	2013 Settler Avenue	Betenbough Homes	08/08/2024	1450	149350
Building Permit New (R)	New Single Family	2913 Durham Avenue	Betenbough Homes	08/08/2024	2300	236900
Building Permit New (R)	New Single Family	621 E 14th Street	Hunter Hicks, hunter@ridgeline.homes	08/28/2024	2334	240402
Building Permit New (R)	New Single Family	2918 Durham Avenue	Betenbough Homes	08/28/2024	2755	283765
Building Permit New (R)	New Single Family	901 E 35th Street	Betenbough Homes	08/15/2024	2755	283765
Building Permit New (R)	New Single Family	1504 E 29th Street	Betenbough Homes	08/15/2024	3269	336707
Building Permit New (R)	New Single Family	209 14th Street	Brock Baker, D.R. Horton	08/23/2024	1821	187563
Building Permit New (R)	New Single Family	2914 Durham Avenue	Betenbough Homes	08/08/2024	2160	222480
Building Permit New (R)	New Single Family	2916 Durham Avenue	Betenbough Homes	08/16/2024	2261	232883
Building Permit New (R)	New Single Family	2906 Durham Avenue	Betenbough Homes	08/16/2024	2302	237106
Building Permit New (R)	New Single Family	2909 Durham Avenue	Betenbough Homes	08/16/2024	2415	248745
Building Permit New (R)	New Single Family	3410 Farmhouse Avenue	Betenbough Homes	08/19/2024	2802	288606
Building Permit New (R)	New Garden Home	1001 E 21st	Betenbough Homes	08/28/2024	1450	149350
Building Permit New (R)	New Single Family	718 N 3rd St	Court Holmberg Homes, LLC	08/26/2024	3625	373375
Building Permit New (R)	New Single Family	212 14th Street	Brock Baker, D.R. Horton	08/23/2024	1795	184885
Building Permit New (R)	New Single Family	422 14th Street	Brock Baker, D.R. Horton	08/23/2024	1795	184885
Building Permit New (R)	New Garden Home	1003 E 21st Street	Betenbough Homes	08/08/2024	1612	166036
Building Permit New (R)	New Single Family	1404 E 29th Street	Betenbough Homes	08/08/2024	3342	344226
Building Permit New (R)	New Garden Home	2015 Herd Avenue	Betenbough Homes	08/06/2024	1612	166036
Building Permit New (R)	New Single Family	619 E 14th Street	Hunter Hicks, hunter@ridgeline.homes	08/05/2024	2112	217536
Building Permit New (R)	New Single Family	610 E 13th Street	Tim Roten, HomeMakers Building Group LLC	08/05/2024	3676	378628
Building Permit New (R)	New Garden Home	2011 Herd Avenue	Betenbough Homes	08/06/2024	1429	147187
Building Permit New (R)	New Single Family	1306 Hartford Ave	Eduardo Villarreal, imperialdreamhomesllc	08/29/2024	4797	494091
Building Permit New Multi-Family (R)	New Duplex	1211 Corpus Avenue	Cody Baker, Edge Homes	08/27/2024	3860	397580
					61550	6339650



# Monthly Case Activity Summary

from feed: 08/01/2024 - 08/31/2024

TEMPLATE	REPORTED VIOLATIONS	WORKING VIOLATIONS	CORRECTED VIOLATIONS	TOTAL VIOLATIONS	ACTIVE CASES	ARCHIVED CASES	TOTAL CASES	ISSUED CITATIONS
Illegal Dumping	0	0	0	0	0	1	0	0
Nuisance: General	0	3	0	3	4	0	4	0
Off-Street Recreational Vehicle Parking and Storage	0	5	0	5	5	0	5	0
Parking on Unimproved Surface	0	1	0	1	1	0	1	0
Parking or Blocking Sidewalk	0	0	0	0	0	1	0	0
Property Maintenance: Fence	0	1	0	1	1	2	1	0
Recreational Vehicle/Equipment/Trailer Parking in Street	0	2	0	2	2	0	2	0
Stagnant Water, Weeds, and Rubbish	0	27	0	27	26	15	26	0
<b>AVERAGE</b>	<b>0.00</b>	<b>4.88</b>	<b>0.00</b>	<b>4.88</b>	<b>4.88</b>	<b>2.38</b>	<b>4.88</b>	<b>0.00</b>
<b>TOTAL</b>	<b>0.00</b>	<b>39.00</b>	<b>0.00</b>	<b>39.00</b>	<b>39.00</b>	<b>19.00</b>	<b>39.00</b>	<b>0.00</b>

SWPPP

Passed Partial Passed Failed Canceled

Item # 3.

125

100

75

50

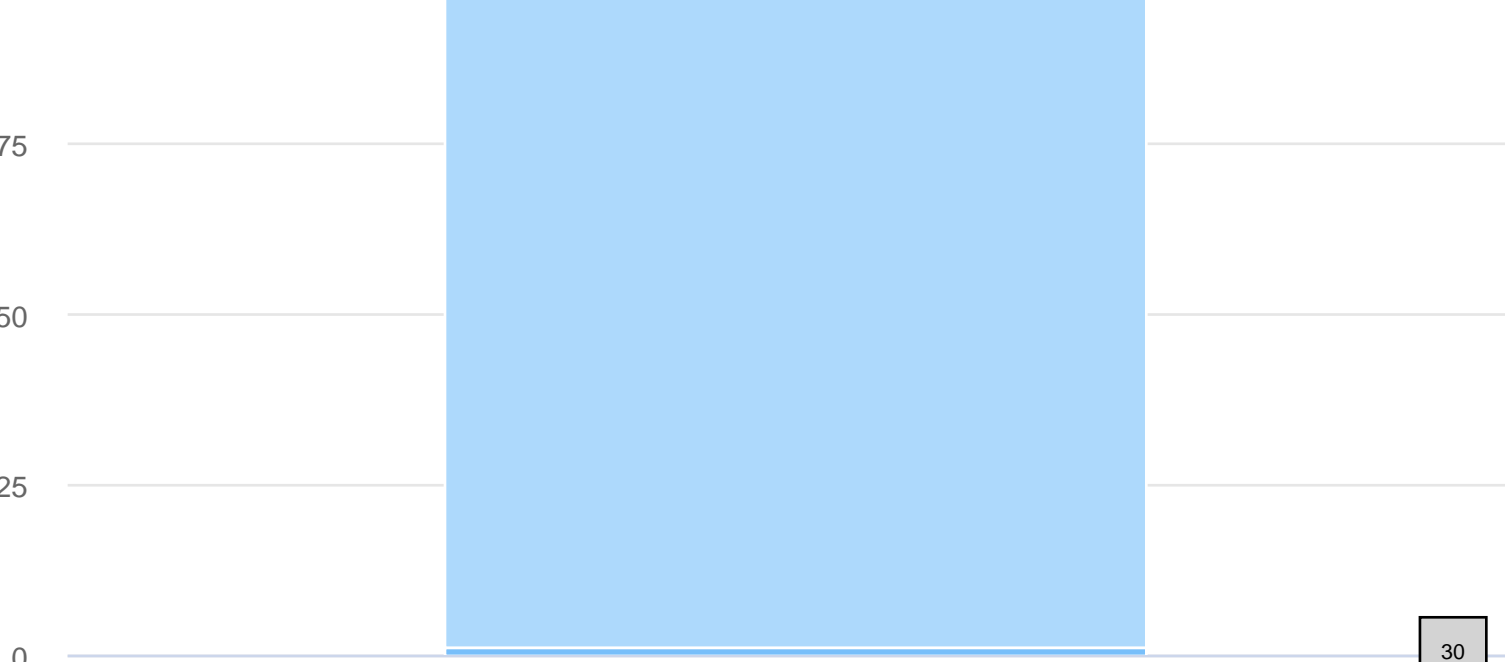
25

0

106

Aug 24

30



# Police Reports August 2024

# 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).*

	289 Stops	450 Violations
	289 Stops	450 Violations
Defective Head Lamps		25
Disregard Police Officer or Crossing Guard		1
Driving While License Suspended		2
Expired Driver License		3
Expired Registration		54
Fail to Display Driver License		9
Fail to Stop Proper Place - Traffic Light		3
Fail to Stop-Designated Point - Stop Sign		12
Failed To Signal Distance Before Turn		9
Failed To Signal Turn		7
Failed To Yield Right Of Way		4
Failure to Maintain Financial Responsibility		28
Fictitious License Plate/Registration/Safety Inspection		3
No Driver License		21
No License Plate Light		34
Open Container in Motor Vehicle - Driver		8
Ran Red Light		5
Ran Stop Sign		16
Speeding		64
Speeding in School Zone		11
Use of Wireless Device in School Zone		1
Changed Lane When Unsafe		1
Display Unclean License Plates		4
No Motorcycle License		1
Disregarded Traffic Control Device		3
Drove Without Lights When Required		9
Failure to Maintain Financial Responsibility - 2nd Offense		1
Operate Unregistered Motor Vehicle		1
Turned Left From Wrong Lane		1



## OffenseStopCount

Turned Right Too Wide	5
Defective Stop Lamps	25
Defective Tail Lamps	13
Failed to Dim Headlights - Meeting	6
Possession of Drug Paraphernalia	1
Unrestrained Child - Safety Seat Violation	4
Driving Under Influence - Minor	2
Driving While License Invalid	5
Fail Stop Proper Place - Flash Red Signal	1
Fail To Report Change Of Address Or Name	1
Failed To Drive In Single Lane	9
Failed To Use Proper Headlight Beam	1
Operate Motor Vehicle Without Plates	4
Violate Driver License Restriction	1
Turned When Unsafe	1
Violation of Ordinance - General	1
Did Not Use Designated Lane Or Direction	1
Drove Wrong Way On One-way Roadway	1
Following Too Closely	1
Id Lamps Not Visible Sufficient Distance	1
Illegal Backing	1
Minor In Possession	1
Minor in Possession of Tobacco	2
Open Container in Motor Vehicle - Passenger	1
Child Not Secured By Seat Belt	2
Disorderly Conduct - General	1
No Head Lamps - When Not Equipped	3
No Tail Lamps	4
Improper Turn	1
Display Fictitious License Plate	1
Drove on Wrong Side - Divided Highway	1
Failed To Signal Lane Change	1
Operate Vehicle With Child In Open Bed	1
Speed Under Minimum	1



# OffenseStopCount

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No Motor Vehicle Liability Insurance - Sr 22 Not Required	4
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# WOLFFORTH POLICE DEPARTMENT

Item # 3.

## Calls - By Type

08\01\2024  
thru 08\31\2024

Type	Description	# Of Calls
8	911 HANGUP	4
5	ACCIDENT (BLUE FORM)	3
7	ACCIDENT (REPORTABLE)	11
9	ALARM (FALSE BUSINESS)	12
1	ALARM (FALSE RESIDENTIAL)	10
3	ALARM (FALSE SCHOOL)	2
10	ANIMAL COMPLAINT	12
13	ASSAULT (PHYSICAL)	3
16	ASSIST OTHER AGENCY (FIRE EMS)	10
17	ASSIST OTHER AGENCY (MENTAL HEALTH)	1
18	ASSIST OTHER AGENCY (OTHER)	14
22	BURGLARY (RESIDENTIAL)	2
23	BURGLARY (VEHICLE)	1
24	CHECK BUSINESS	52
25	CHECK RESIDENCE	3
26	CHECK WELFARE (PERSON)	9
27	CITY ORDINANCE VIOLATION	4
28	CIVIL DISPUTE	6
29	CIVIL MATTER	11
36	CPS INVESTIGATION	2
37	CRIMINAL MISCHIEF (ALL OTHERS)	4
38	CRIMINAL MISCHIEF (GRAFFITI)	1
39	CRIMINAL TRESPASS	4
42	DEATH	1
43	DISORDERLY CONDUCT	14
44	DOMESTIC (ARREST)	1
45	DOMESTIC (NON ARREST)	3
46	DOMESTIC (PROTECTIVE ORDER VIOLATION)	1
48	DRUGS FELONY	2
49	DRUGS MISD.	1
50	DUIM	1
51	DWI	1
55	FIRE (NON STRUCTURE)	1
57	FORGERY	2
59	HARASSMENT	4
60	INFORMATION	26
66	MOTORIST ASSIST	4
67	OTHER	1
68	PROPERTY (FOUND)	3
70	PROWLER	2
101	RADAR CHECK	106
102	REPORT	28
100	S.T.E.P	3
74	SCHOOL PATROL	32
78	SUSPICIOUS ACTIVITY ( PERSON)	10
79	SUSPICIOUS ACTIVITY ( VEHICLE)	16
77	SUSPICIOUS ACTIVITY (OTHER)	1
80	THEFT	3
81	TRAFFIC	2
82	TRAFFIC COMPLAINT	14

Type	Description	# Of Calls
85	TRAFFIC CONTACT ( WARNING)	1
83	TRAFFIC CONTACT (ARREST)	2
84	TRAFFIC CONTACT (CITATION)	4
86	TRAFFIC HAZARD ( LIGHTS OUT, WIRES DOWN, DEBRIS IN ROADWAY, ETC)	4
89	UUMV	1
90	VEHICLE ( ABANDONED)	1
92	VEHICLE ( PARKING VIOLATION)	2
96	WARRANT SERVICE (CRIMINAL)	5
97	WARRANT SERVICE (TRAFFIC)	1
98	ZONE PATROL	1,541
<b>Total</b>		<b>2,026</b>

# EDC Report

## August 2024



## Wolfforth Economic Development Corporation Monthly Report

August 15<sup>th</sup>-September 12<sup>th</sup> 2024

- Finalized performance agreement for Hales
- One on one meeting with Leading EDG
- Ran void analysis specifically for hotels
- Phone conversation for project M
- Ran traffic and demographic data for local businesses (Evie Mae's, Buffalo Grace, Goodline Beer, and Luxury Lounge)
- Initial conversations with Brad Ewing with Texas Tech for economic impact analysis study
- Meeting with project LAB
- Purpose marketing meeting and Reel filming at Braum's
- Meeting and tour with Canyon EDC director
- EDC Meeting on 9/3 resulted in moving forward with economic impact analysis and finalizing All Hale Meat agreements
- Attended TEDC Webinar on Foreign Trade Zones
- Spent a day with Purpose Marketing and their photographer to get new shots of our businesses for website and social media purposes.

### On-Going Monthly Activity:

- Continue to create social media content, monitor all social media platforms, like and comment on business posts
- Monitor website activity and create content articles as needed
- Pop into businesses to say hi and check in, in between business retention and expansion visits.
- Communicate with LeadingEDG on business activities

# Fire Department Reports August 2024

<b>Wolfforth Fire EMS</b>								
<b>2024 Run Totals</b>								
<b>January</b>	City of Wolfforth	Lubbock County	City of Lubbock	City of Ropesville	Hockley County	City of Levelland		Yoakum Co
<b>Fire</b>	28	22		4				1 55
<b>EMS</b>	38	41		8	6			93
<b>February</b>								
<b>Fire</b>	15	14						29
<b>EMS</b>	34	40	3	3	2			82
<b>March</b>								
<b>Fire</b>	12	19			1			32
<b>EMS</b>	64	49	3	2	10			128
<b>April</b>								
<b>Fire</b>	15	17						32
<b>EMS</b>	60	47	3	1	10			121
<b>May</b>								
<b>Fire</b>	16	11			1	1		29
<b>EMS</b>	52	49		2	4			107
<b>June</b>								
<b>Fire</b>	29	15		1	1			46
<b>EMS</b>	55	51	1	2	6			115
<b>July</b>	City of Wolfforth	Lubbock County	City of Lubbock	City of Ropesville	Hockley County	City of Levelland	Hale Co.	Yoakum Co
<b>Fire</b>	18	28						46
<b>EMS</b>	60	33	1	7	1			102
<b>August</b>								0
<b>Fire</b>	27	20			2		1	50
<b>EMS</b>	45	55	1	1	6			108



Item # 3.

<b>September</b>									
Fire									0
EMS									0

<b>October</b>									
Fire									0
EMS									0

<b>November</b>									
Fire									0
EMS									0

<b>December</b>									
Fire									0
EMS									0

DocuSigned by:  
*Lance Barrett*  
7B54913BE634441...

9/4/2024

# Library Reports August 2024

## Library Report

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

Circulation Statistics: 4,230 Checkouts (up 743 from August 2023)

Cards issued: 107 new cards/ 27 digitally (up 13 from August 2023)

Materials Added: 101 Items                      Value: \$1,689.71

Materials Weeded: 76 Items                      Value: \$1,168.50

Overdrive (WT Digital Consortium) – 4,557 eBooks, 3,798 eAudiobooks, and 347 eMagazines

Overdrive New User Registrations – 33 new users

Total number of visitors: 2,655 (up 378 from August 2023)

Total number of computer users: 161

Total number of reference questions: 933

Meeting Room reservations: 16

- We use the large room almost daily for Library/ community events, GED/ESL, and Fire/EMT classes.

Program totals: 10 Total Programs: (15 more programs than August 2023)

Family – 3 | Preschool – 5 | School Age – 1 | Teen – 0 | Adult – 1 | Outreach – 0 |

Total Participation: 438 Total: 183 Babies/Toddlers (0-5) | 56 Children (6-11) | 14 Teens (12-18) | 185 adults

August Beanstack overview: 3 New Registrations | 1,793 Books | 1,310 Minutes Read | 51 Active Readers

\*Some programs track minutes read and some track the books read.

Volunteer Hours: 40:04 hours

The library hosted a Library Card design contest last month with the support of our Library Advisory Board to celebrate Library Card Sign-up Month and act as a fundraiser for the future library expansion project. Four card designs were selected from the entries, one from children, teens, and adults and an honorary design from all categories. We are hosting a reception to announce the winners on Friday, September 6<sup>th</sup> and will sell the cards starting September 7<sup>th</sup> for \$5 each. Card designs are limited and will not be reordered. September is Library Card Sign-Up Month, which will coincide with our limited-edition library cards and numerous outreach efforts with Frenship ISD to encourage families to utilize the Library.

Kimberly and Taylor will be attending the Association of Rural and Small Libraries (ARSL) conference in Springfield Massachusetts from September 9 -15<sup>th</sup>. They will be presenting a program at the conference on circulating Tonies and Tonie Boxes in the library to support early literacy. During COVID, the Library began circulating Tonies and became one of the first in the United States to do so. We are still one of the few small/ rural libraries circulating Tonies, and have become a resource for others looking to start a circulating collection. They regularly assist Librarians throughout the country, providing tips and support through the group, “Tonies for Libraries”. ARSL is a national network dedicated to the growth and development of libraries serving rural and small communities, with a mission to build strong communities through advocacy, professional development, and elevating the impact of rural and small libraries. The annual conference provides targeted

continuing education for library professionals that support the mission and vision of library services in small and rural communities. Kimberly attended the conference in the Fall of 2019, and this will be Taylor's first time attending. We are not only looking forward to the amazing learning opportunities, but also giving back to the profession by presenting and sharing the success of our programs here in Wolfforth.

Item # 3.

# Budget Reports August 2024



City of WolfForth

Account Summary

For Fiscal: 2023-2024 Period Ending: 08/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 01 - General Fund</b>							
<b>Revenue</b>							
<b>Department: 000 - Non-departmental</b>							
<a href="#">01-000-31100-000</a>	Property Taxes	4,029,212.00	4,029,212.00	7,724.62	4,430,114.18	400,902.18	109.95 %
<a href="#">01-000-31300-000</a>	Sales Tax	1,300,000.00	1,300,000.00	123,663.88	1,010,918.98	-289,081.02	22.24 %
<a href="#">01-000-31600-000</a>	Franchise Fees	350,000.00	350,000.00	49,347.90	308,955.76	-41,044.24	11.73 %
<a href="#">01-000-32200-000</a>	Building Permits	340,000.00	340,000.00	15,185.30	267,305.88	-72,694.12	21.38 %
<a href="#">01-000-32310-000</a>	Electrical Permits	105,000.00	105,000.00	16,619.96	159,425.78	54,425.78	151.83 %
<a href="#">01-000-32320-000</a>	Mechanical Permits	115,000.00	115,000.00	17,805.00	153,589.02	38,589.02	133.56 %
<a href="#">01-000-32330-000</a>	Plumbing Permits	98,000.00	98,000.00	13,507.93	156,933.40	58,933.40	160.14 %
<a href="#">01-000-32340-000</a>	Sprinkler Permits	7,500.00	7,500.00	1,400.00	12,320.00	4,820.00	164.27 %
<a href="#">01-000-32400-000</a>	Re-Inspection Fees	2,100.00	2,100.00	490.00	4,900.00	2,800.00	233.33 %
<a href="#">01-000-32450-000</a>	Engineer Review Fee	300,000.00	300,000.00	0.00	2,050.00	-297,950.00	99.32 %
<a href="#">01-000-32500-000</a>	Alarm Permits and Fees	600.00	600.00	0.00	350.00	-250.00	41.67 %
<a href="#">01-000-32600-000</a>	Fire Inspections	1,000.00	1,000.00	0.00	8,124.22	7,124.22	812.42 %
<a href="#">01-000-32700-000</a>	Solar Panel Permit	4,000.00	4,000.00	350.00	3,150.00	-850.00	21.25 %
<a href="#">01-000-32800-000</a>	Plat Fee	22,500.00	22,500.00	0.00	4,500.00	-18,000.00	80.00 %
<a href="#">01-000-32900-000</a>	Miscellaneous Permits	4,400.00	4,400.00	301.08	1,434.90	-2,965.10	67.39 %
<a href="#">01-000-33800-000</a>	County Library Funds	14,754.00	14,754.00	0.00	14,754.00	0.00	0.00 %
<a href="#">01-000-33801-000</a>	Library Revenue	3,200.00	3,200.00	398.70	4,620.36	1,420.36	144.39 %
<a href="#">01-000-33860-000</a>	Billboard Revenue	3,000.00	3,000.00	250.00	2,250.00	-750.00	25.00 %
<a href="#">01-000-33900-000</a>	Training Center Rental Fee	4,800.00	4,800.00	0.00	0.00	-4,800.00	100.00 %
<a href="#">01-000-33950-000</a>	City Buildings Rent	58,000.00	58,000.00	4,699.00	51,689.00	-6,311.00	10.88 %
<a href="#">01-000-33955-000</a>	Lease Income	24,000.00	24,000.00	30.00	12,330.00	-11,670.00	48.63 %
<a href="#">01-000-34200-000</a>	County Fire Funds	210,000.00	210,000.00	0.00	185,380.00	-24,620.00	11.72 %
<a href="#">01-000-34205-000</a>	Fire Suppression Revenue	0.00	0.00	0.00	3,854.55	3,854.55	0.00 %
<a href="#">01-000-34500-000</a>	EMS Billing Revenue	326,000.00	326,000.00	23,163.99	326,281.68	281.68	100.09 %
<a href="#">01-000-34520-000</a>	EMS Standby Revenue	20,000.00	20,000.00	0.00	7,400.00	-12,600.00	63.00 %
<a href="#">01-000-34700-000</a>	Kennel Care	500.00	500.00	14.00	485.00	-15.00	3.00 %
<a href="#">01-000-35100-000</a>	Municipal Court Revenue	165,000.00	165,000.00	8,725.02	112,976.90	-52,023.10	31.53 %
<a href="#">01-000-35150-000</a>	Police Donations	500.00	500.00	0.00	0.00	-500.00	100.00 %
<a href="#">01-000-36110-000</a>	Interest income	40,000.00	40,000.00	0.00	161,706.56	121,706.56	404.27 %
<a href="#">01-000-36600-000</a>	Abatement Reimbursement	0.00	0.00	650.00	5,649.63	5,649.63	0.00 %
<a href="#">01-000-36610-000</a>	Abatement Administration	600.00	600.00	1,200.00	8,039.00	7,439.00	1,339.83 %
<a href="#">01-000-36800-000</a>	Long/Short	0.00	0.00	-7.00	149.67	149.67	0.00 %
<a href="#">01-000-36910-000</a>	Other Income	10,000.00	10,000.00	163.00	2,447.37	-7,552.63	75.53 %
<a href="#">01-000-36920-001</a>	Salary Expense Recovery-EDC	74,742.00	74,742.00	8,298.07	69,004.13	-5,737.87	7.68 %
<a href="#">01-000-36930-000</a>	COBRA Administration Fee	0.00	0.00	0.00	60.13	60.13	0.00 %
<a href="#">01-000-36980-000</a>	Gain on Sale of Assets	0.00	0.00	0.00	3,550.00	3,550.00	0.00 %
<a href="#">01-000-37100-000</a>	Municipal Park Income	10,000.00	10,000.00	0.00	13,025.00	3,025.00	130.25 %
<a href="#">01-000-37201-000</a>	Events receipts	1,650.00	1,650.00	0.00	0.00	-1,650.00	100.00 %
<a href="#">01-000-38200-000</a>	Mastercard Rebate	4,000.00	4,000.00	0.00	4,225.16	225.16	105.63 %
<a href="#">01-000-39950-000</a>	Transfers in	464,405.00	464,405.00	0.00	0.00	-464,405.00	100.00 %
<b>Department: 000 - Non-departmental Total:</b>		<b>8,114,463.00</b>	<b>8,114,463.00</b>	<b>293,980.45</b>	<b>7,513,950.26</b>	<b>-600,512.74</b>	<b>7.40%</b>
<b>Revenue Total:</b>		<b>8,114,463.00</b>	<b>8,114,463.00</b>	<b>293,980.45</b>	<b>7,513,950.26</b>	<b>-600,512.74</b>	<b>7.40%</b>

Expense	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	
					Favorable (Unfavorable)	Percent Remaining
<b>Department: 100 - Admin</b>						
<a href="#">01-100-41000-000</a>	Wages	324,875.00	324,875.00	33,562.50	290,103.17	34,771.83 10.70 %
<a href="#">01-100-41005-000</a>	Longevity	300.00	300.00	20.79	205.59	94.41 31.47 %
<a href="#">01-100-41006-000</a>	Certification Pay	3,600.00	3,600.00	415.38	3,253.81	346.19 9.62 %
<a href="#">01-100-41007-000</a>	Vehicle Allowance	6,000.00	6,000.00	1,384.62	9,115.40	-3,115.40 -51.92 %
<a href="#">01-100-41008-000</a>	Deduction Reimbursements	0.00	0.00	1,384.62	5,076.94	-5,076.94 0.00 %
<a href="#">01-100-41010-000</a>	Vacation Buy Back	10,000.00	10,000.00	1,915.56	16,117.65	-6,117.65 -61.18 %
<a href="#">01-100-41200-000</a>	Retirement	36,725.00	36,725.00	4,233.27	35,622.98	1,102.02 3.00 %
<a href="#">01-100-41200-001</a>	Retirement-CM	0.00	0.00	1,130.76	6,030.72	-6,030.72 0.00 %
<a href="#">01-100-41300-000</a>	FICA	25,152.00	25,152.00	2,880.12	21,889.52	3,262.48 12.97 %
<a href="#">01-100-41300-001</a>	IRS Adjustments	0.00	0.00	0.00	1,204.86	-1,204.86 0.00 %
<a href="#">01-100-41400-000</a>	Hospitalization	27,911.00	27,911.00	1,993.07	24,652.96	3,258.04 11.67 %
<a href="#">01-100-41500-000</a>	Workers' Comp	669.00	669.00	0.00	0.00	669.00 100.00 %
<a href="#">01-100-41700-000</a>	Unemployment	27.00	27.00	0.00	351.00	-324.00 -1,200.00 %
<a href="#">01-100-41905-000</a>	Medova Insurance Claim Settlements	0.00	0.00	0.00	1,884.57	-1,884.57 0.00 %
<a href="#">01-100-42010-000</a>	Office Supplies	6,000.00	6,000.00	238.46	8,789.16	-2,789.16 -46.49 %
<a href="#">01-100-42021-000</a>	Cleaning Supplies	1,500.00	1,500.00	0.00	769.77	730.23 48.68 %
<a href="#">01-100-42025-000</a>	Food/Drinks	1,000.00	1,000.00	0.00	2,158.18	-1,158.18 -115.82 %
<a href="#">01-100-42030-000</a>	Office Equipment	5,000.00	5,000.00	0.00	6,055.00	-1,055.00 -21.10 %
<a href="#">01-100-42035-000</a>	Computer Equipment	3,000.00	3,000.00	0.00	2,349.57	650.43 21.68 %
<a href="#">01-100-42150-000</a>	Training Supplies	1,000.00	1,000.00	0.00	131.61	868.39 86.84 %
<a href="#">01-100-42195-000</a>	Special Events and Awards	13,680.00	13,680.00	108.25	25,608.63	-11,928.63 -87.20 %
<a href="#">01-100-43101-000</a>	Legal Services	28,000.00	28,000.00	4,481.99	25,220.99	2,779.01 9.93 %
<a href="#">01-100-43105-000</a>	Onboarding Employee Services	1,000.00	1,000.00	300.00	1,446.51	-446.51 -44.65 %
<a href="#">01-100-43110-000</a>	Other Professional Services	25,000.00	25,000.00	913.75	19,798.11	5,201.89 20.81 %
<a href="#">01-100-43125-000</a>	IT Services	132,000.00	132,000.00	12,598.42	106,460.98	25,539.02 19.35 %
<a href="#">01-100-43130-000</a>	Software Licensing	12,000.00	12,000.00	259.67	19,168.23	-7,168.23 -59.74 %
<a href="#">01-100-43140-000</a>	Legal Publications	6,000.00	6,000.00	27.50	117.50	5,882.50 98.04 %
<a href="#">01-100-43145-000</a>	Election Services	24,000.00	24,000.00	0.00	26,408.84	-2,408.84 -10.04 %
<a href="#">01-100-43147-000</a>	GIS Mapping Services	17,200.00	17,200.00	900.00	9,900.00	7,300.00 42.44 %
<a href="#">01-100-43195-000</a>	Electricity/Gas/Phone	100,000.00	100,000.00	5,802.97	55,816.68	44,183.32 44.18 %
<a href="#">01-100-43201-000</a>	Janitorial	43,200.00	43,200.00	0.00	30,100.00	13,100.00 30.32 %
<a href="#">01-100-43210-000</a>	Lawn Care	0.00	0.00	0.00	560.00	-560.00 0.00 %
<a href="#">01-100-43225-000</a>	R & M Building	11,000.00	11,000.00	262.50	21,405.62	-10,405.62 -94.60 %
<a href="#">01-100-43256-000</a>	Insurance Covered Repairs	0.00	0.00	-6,691.22	16,388.39	-16,388.39 0.00 %
<a href="#">01-100-43265-000</a>	Annual Services Fees	700.00	700.00	0.00	0.00	700.00 100.00 %
<a href="#">01-100-43301-000</a>	Insurance	248,000.00	248,000.00	0.00	259,870.52	-11,870.52 -4.79 %
<a href="#">01-100-43310-000</a>	Records Management Systems	23,000.00	23,000.00	0.00	13,823.00	9,177.00 39.90 %
<a href="#">01-100-43320-000</a>	Postage/Freight	1,000.00	1,000.00	330.45	2,884.56	-1,884.56 -188.46 %
<a href="#">01-100-43401-000</a>	Travel/Training	6,000.00	6,000.00	507.72	8,494.91	-2,494.91 -41.58 %
<a href="#">01-100-43501-000</a>	Dues/Memberships	2,500.00	2,500.00	20.00	3,111.56	-611.56 -24.46 %
<a href="#">01-100-43505-000</a>	Fees	0.00	0.00	0.00	5,380.60	-5,380.60 0.00 %
<a href="#">01-100-43510-000</a>	Tax Appraisal/Collection	45,000.00	45,000.00	0.00	67,315.73	-22,315.73 -49.59 %
<a href="#">01-100-43900-000</a>	Other Contractual	80,000.00	80,000.00	406.01	67,376.46	12,623.54 15.78 %
<a href="#">01-100-46130-000</a>	Building Improvements	0.00	0.00	0.00	8,690.15	-8,690.15 0.00 %
<a href="#">01-100-46170-000</a>	Wolfforth Monument Sign	0.00	0.00	6,167.49	146,500.00	-146,500.00 0.00 %
<b>Department: 100 - Admin Total:</b>		<b>1,272,039.00</b>	<b>1,272,039.00</b>	<b>75,554.65</b>	<b>1,377,610.43</b>	<b>-105,571.43 -8.30%</b>

Budget Report

For Fiscal: 2023-2024 Period Ending Item # 3. 24

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
<b>Department: 120 - Municipal Court</b>							
<a href="#">01-120-41000-000</a>	Wages	37,440.00	37,440.00	4,320.00	34,468.55	2,971.45	7.94 %
<a href="#">01-120-41002-000</a>	Overtime	1,000.00	1,000.00	0.00	54.09	945.91	94.59 %
<a href="#">01-120-41005-000</a>	Longevity	60.00	60.00	6.93	54.29	5.71	9.52 %
<a href="#">01-120-41006-000</a>	Certification Pay	1,200.00	1,200.00	138.45	323.05	876.95	73.08 %
<a href="#">01-120-41200-000</a>	Retirement	4,625.00	4,625.00	547.04	3,872.40	752.60	16.27 %
<a href="#">01-120-41300-000</a>	FICA	3,168.00	3,168.00	374.64	2,702.76	465.24	14.69 %
<a href="#">01-120-41400-000</a>	Hospitalization	6,287.00	6,287.00	498.64	5,360.38	926.62	14.74 %
<a href="#">01-120-41500-000</a>	Workers' Comp	85.00	85.00	0.00	0.00	85.00	100.00 %
<a href="#">01-120-41700-000</a>	Unemployment	9.00	9.00	0.00	117.00	-108.00	1,200.00 %
<a href="#">01-120-42010-000</a>	Office Supplies	1,200.00	1,200.00	0.00	182.14	1,017.86	84.82 %
<a href="#">01-120-42030-000</a>	Office Equipment	500.00	500.00	0.00	44.99	455.01	91.00 %
<a href="#">01-120-42035-000</a>	Computer Equipment	1,300.00	1,300.00	0.00	0.00	1,300.00	100.00 %
<a href="#">01-120-43101-000</a>	Legal Services	11,000.00	11,000.00	798.00	10,207.10	792.90	7.21 %
<a href="#">01-120-43102-000</a>	Collections	6,000.00	6,000.00	252.37	3,828.02	2,171.98	36.20 %
<a href="#">01-120-43103-000</a>	Judge Professional Service	21,000.00	21,000.00	1,000.00	11,544.00	9,456.00	45.03 %
<a href="#">01-120-43110-000</a>	Other Professional Services	0.00	0.00	333.79	333.79	-333.79	0.00 %
<a href="#">01-120-43130-000</a>	Software Licensing	7,600.00	7,600.00	6.23	5,235.81	2,364.19	31.11 %
<a href="#">01-120-43320-000</a>	Postage/Freight	2,000.00	2,000.00	0.00	128.40	1,871.60	93.58 %
<a href="#">01-120-43401-000</a>	Travel/Training	2,000.00	2,000.00	0.00	3,441.62	-1,441.62	-72.08 %
<a href="#">01-120-43501-000</a>	Dues/Memberships	325.00	325.00	0.00	75.00	250.00	76.92 %
<b>Department: 120 - Municipal Court Total:</b>		<b>106,799.00</b>	<b>106,799.00</b>	<b>8,276.09</b>	<b>81,973.39</b>	<b>24,825.61</b>	<b>23.25%</b>



		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 150 - Financial Administration</b>							
<a href="#">01-150-41000-000</a>	Wages	44,067.00	44,067.00	5,043.22	40,801.06	3,265.94	7.41 %
<a href="#">01-150-41002-000</a>	Overtime	1,500.00	1,500.00	20.74	108.50	1,391.50	92.77 %
<a href="#">01-150-41005-000</a>	Longevity	180.00	180.00	20.76	162.62	17.38	9.66 %
<a href="#">01-150-41200-000</a>	Retirement	5,000.00	5,000.00	567.97	4,582.13	417.87	8.36 %
<a href="#">01-150-41300-000</a>	FICA	3,400.00	3,400.00	385.73	3,074.34	325.66	9.58 %
<a href="#">01-150-41400-000</a>	Hospitalization	10,242.00	10,242.00	503.59	5,933.97	4,308.03	42.06 %
<a href="#">01-150-41500-000</a>	Workers' Comp	92.00	92.00	0.00	0.00	92.00	100.00 %
<a href="#">01-150-41700-000</a>	Unemployment	9.00	9.00	0.00	108.00	-99.00	1,100.00 %
<a href="#">01-150-42010-000</a>	Office Supplies	2,000.00	2,000.00	187.94	1,886.00	114.00	5.70 %
<a href="#">01-150-42030-000</a>	Office Equipment	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">01-150-42035-000</a>	Computer Equipment	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">01-150-43105-000</a>	Audit Services	40,000.00	40,000.00	0.00	34,000.00	6,000.00	15.00 %
<a href="#">01-150-43130-000</a>	Software Licensing	30,500.00	30,500.00	0.00	25,991.30	4,508.70	14.78 %
<a href="#">01-150-43320-000</a>	Postage/Freight	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00 %
<a href="#">01-150-43401-000</a>	Travel/Training	1,000.00	1,000.00	81.74	1,562.59	-562.59	-56.26 %
<a href="#">01-150-43900-000</a>	Other Contractual	250,000.00	250,000.00	0.00	97,240.50	152,759.50	61.10 %
<b>Department: 150 - Financial Administration Total:</b>		<b>392,790.00</b>	<b>392,790.00</b>	<b>6,811.69</b>	<b>215,451.01</b>	<b>177,338.99</b>	<b>45.15%</b>

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 160 - Building and Grounds</b>							
<a href="#">01-160-41000-000</a>	Wages	70,994.00	70,994.00	3,852.00	53,585.60	17,408.40	24.52 %
<a href="#">01-160-41002-000</a>	Overtime	2,000.00	2,000.00	427.33	2,273.89	-273.89	-13.69 %
<a href="#">01-160-41005-000</a>	Longevity	120.00	120.00	0.00	0.00	120.00	100.00 %
<a href="#">01-160-41200-000</a>	Retirement	7,944.00	7,944.00	478.00	6,231.69	1,712.31	21.55 %
<a href="#">01-160-41300-000</a>	FICA	5,441.00	5,441.00	327.37	4,273.40	1,167.60	21.46 %
<a href="#">01-160-41400-000</a>	Hospitalization	12,547.00	12,547.00	495.62	9,430.47	3,116.53	24.84 %
<a href="#">01-160-41500-000</a>	Workers' Comp	1,665.00	1,665.00	0.00	0.00	1,665.00	100.00 %
<a href="#">01-160-41700-000</a>	Unemployment	18.00	18.00	0.00	234.00	-216.00	-1,200.00 %
<a href="#">01-160-42021-000</a>	Cleaning Supplies	200.00	200.00	0.00	0.00	200.00	100.00 %
<a href="#">01-160-42115-000</a>	Apparel	1,100.00	1,100.00	62.43	967.97	132.03	12.00 %
<a href="#">01-160-42125-000</a>	Fuel/Oil	5,500.00	5,500.00	892.33	11,431.88	-5,931.88	-107.85 %
<a href="#">01-160-42155-000</a>	Vehicle Supplies	2,500.00	2,500.00	0.00	1,096.66	1,403.34	56.13 %
<a href="#">01-160-42160-000</a>	Safety Equipment	250.00	250.00	0.00	0.00	250.00	100.00 %
<a href="#">01-160-42215-000</a>	Chemical Supplies	250.00	250.00	0.00	-126.35	376.35	150.54 %
<a href="#">01-160-42225-000</a>	Mowing Supplies	1,000.00	1,000.00	0.00	619.73	380.27	38.03 %
<a href="#">01-160-42230-000</a>	Plumbing Supplies	250.00	250.00	0.00	0.00	250.00	100.00 %
<a href="#">01-160-42280-000</a>	Senior Citizen Maint Supplies	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">01-160-42900-000</a>	Non-Capital Tools & Equipment	600.00	600.00	17.44	292.43	307.57	51.26 %
<a href="#">01-160-42905-000</a>	Other Operating Supplies	1,000.00	1,000.00	311.85	1,124.07	-124.07	-12.41 %
<a href="#">01-160-43210-000</a>	Lawn Care	7,500.00	7,500.00	1,610.00	16,759.82	-9,259.82	-123.46 %
<a href="#">01-160-43225-000</a>	R & M Building	10,690.00	10,690.00	0.00	1,073.24	9,616.76	89.96 %
<a href="#">01-160-43230-000</a>	R & M Grounds	1,500.00	1,500.00	0.00	3,739.83	-2,239.83	-149.32 %
<a href="#">01-160-43245-000</a>	R & M Equipment	2,500.00	2,500.00	257.27	2,910.80	-410.80	-16.43 %
<a href="#">01-160-43250-000</a>	R & M Vandalism	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">01-160-43255-000</a>	R & M Other	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">01-160-43265-000</a>	Annual Services Fees	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
<a href="#">01-160-43900-000</a>	Other Contractual	6,250.00	6,250.00	0.00	137.20	6,112.80	97.80 %
<b>Department: 160 - Building and Grounds Total:</b>		<b>155,319.00</b>	<b>155,319.00</b>	<b>8,731.64</b>	<b>116,056.33</b>	<b>39,262.67</b>	<b>25.28%</b>

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 210 - Police</b>						
<a href="#">01-210-41000-000</a>	Wages	1,137,000.00	1,137,000.00	132,899.58	1,046,346.71	90,653.29 7.97 %
<a href="#">01-210-41002-000</a>	Overtime	30,000.00	30,000.00	849.41	16,354.79	13,645.21 45.48 %
<a href="#">01-210-41004-000</a>	Stipend Pay	0.00	0.00	0.00	164.92	-164.92 0.00 %
<a href="#">01-210-41005-000</a>	Longevity	6,120.00	6,120.00	678.51	5,373.81	746.19 12.19 %
<a href="#">01-210-41006-000</a>	Certification Pay	30,000.00	30,000.00	3,814.99	29,774.01	225.99 0.75 %
<a href="#">01-210-41007-000</a>	Vehicle Allowance	6,000.00	6,000.00	692.31	5,307.71	692.29 11.54 %
<a href="#">01-210-41200-000</a>	Retirement	134,163.00	134,163.00	15,519.00	124,422.74	9,740.26 7.26 %
<a href="#">01-210-41300-000</a>	FICA	91,885.00	91,885.00	10,448.66	83,540.79	8,344.21 9.08 %
<a href="#">01-210-41400-000</a>	Hospitalization	125,751.00	125,751.00	10,437.25	105,580.68	20,170.32 16.04 %
<a href="#">01-210-41500-000</a>	Workers' Comp	31,853.00	31,853.00	0.00	0.00	31,853.00 100.00 %
<a href="#">01-210-41700-000</a>	Unemployment	144.00	144.00	85.27	2,009.18	-1,865.18 -1,295.26 %
<a href="#">01-210-41900-000</a>	Other Benefits-	14,700.00	14,700.00	433.00	11,280.71	3,419.29 23.26 %
<a href="#">01-210-42010-000</a>	Office Supplies	5,000.00	5,000.00	605.03	3,582.22	1,417.78 28.36 %
<a href="#">01-210-42035-000</a>	Computer Equipment	1,500.00	1,500.00	0.00	1,079.39	420.61 28.04 %
<a href="#">01-210-42125-000</a>	Fuel/Oil	71,000.00	71,000.00	4,786.16	46,107.35	24,892.65 35.06 %
<a href="#">01-210-42135-000</a>	CID	1,000.00	1,000.00	37.99	505.75	494.25 49.43 %
<a href="#">01-210-42140-000</a>	Firearm Supplies	6,000.00	6,000.00	0.00	5,944.01	55.99 0.93 %
<a href="#">01-210-42145-000</a>	K-9 Program	2,500.00	2,500.00	0.00	604.38	1,895.62 75.82 %
<a href="#">01-210-42165-000</a>	Vehicle Equipment	2,500.00	2,500.00	0.00	2,602.00	-102.00 -4.08 %
<a href="#">01-210-42195-000</a>	Special Events and Awards	3,500.00	3,500.00	0.00	5,100.38	-1,600.38 -45.73 %
<a href="#">01-210-42900-000</a>	Non-Capital Tools & Equipment	16,000.00	16,000.00	94.89	7,700.71	8,299.29 51.87 %
<a href="#">01-210-43101-000</a>	Legal Services	3,000.00	3,000.00	240.00	4,398.00	-1,398.00 -46.60 %
<a href="#">01-210-43110-000</a>	Other Professional Services	75,000.00	75,000.00	7,429.07	43,526.84	31,473.16 41.96 %
<a href="#">01-210-43125-000</a>	IT Services	2,000.00	2,000.00	0.00	533.20	1,466.80 73.34 %
<a href="#">01-210-43195-000</a>	Electricity/Gas/Phone	7,000.00	7,000.00	875.39	4,221.91	2,778.09 39.69 %
<a href="#">01-210-43201-000</a>	Janitorial	1,000.00	1,000.00	0.00	0.00	1,000.00 100.00 %
<a href="#">01-210-43235-000</a>	R & M Radio	15,800.00	15,800.00	0.00	16,124.13	-324.13 -2.05 %
<a href="#">01-210-43240-000</a>	R & M Vehicle	34,000.00	34,000.00	5,412.85	27,338.40	6,661.60 19.59 %
<a href="#">01-210-43255-000</a>	R & M Other	5,000.00	5,000.00	0.00	2,324.07	2,675.93 53.52 %
<a href="#">01-210-43260-000</a>	Equipment Lease	4,700.00	4,700.00	88.64	1,495.57	3,204.43 68.18 %
<a href="#">01-210-43310-000</a>	Records Management Systems	36,500.00	36,500.00	0.00	13,994.58	22,505.42 61.66 %
<a href="#">01-210-43320-000</a>	Postage/Freight	0.00	0.00	0.00	13.43	-13.43 0.00 %
<a href="#">01-210-43401-000</a>	Travel/Training	15,000.00	15,000.00	1,108.93	10,760.72	4,239.28 28.26 %
<a href="#">01-210-43501-000</a>	Dues/Memberships	700.00	700.00	0.00	447.99	252.01 36.00 %
<a href="#">01-210-46250-000</a>	Office Equipment	0.00	0.00	0.00	23.16	-23.16 0.00 %
<a href="#">01-210-46300-000</a>	Other Equipment	29,500.00	29,500.00	0.00	0.00	29,500.00 100.00 %
<b>Department: 210 - Police Total:</b>		<b>1,945,816.00</b>	<b>1,945,816.00</b>	<b>196,536.93</b>	<b>1,628,584.24</b>	<b>317,231.76 16.30%</b>

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 220 - Fire</b>							
<a href="#">01-220-41000-000</a>	Wages	935,186.00	935,186.00	60,189.32	453,486.93	481,699.07	51.51 %
<a href="#">01-220-41001-000</a>	Part Time Wages	75,000.00	75,000.00	26,431.64	235,130.85	-160,130.85	-213.51 %
<a href="#">01-220-41002-000</a>	Overtime	52,500.00	52,500.00	3,189.78	36,679.27	15,820.73	30.13 %
<a href="#">01-220-41003-000</a>	Standby Pay	6,000.00	6,000.00	0.00	4,650.00	1,350.00	22.50 %
<a href="#">01-220-41004-000</a>	Deputy Chief Pay	12,000.00	12,000.00	0.00	15,691.68	-3,691.68	-30.76 %
<a href="#">01-220-41005-000</a>	Longevity	1,320.00	1,320.00	124.62	976.19	343.81	26.05 %
<a href="#">01-220-41006-000</a>	Certification Pay	43,200.00	43,200.00	3,738.54	31,652.16	11,547.84	26.73 %
<a href="#">01-220-41200-000</a>	Retirement	129,540.00	129,540.00	8,670.95	68,626.41	60,913.59	47.02 %
<a href="#">01-220-41240-000</a>	Firefighters Retirement	12,000.00	12,000.00	0.00	4,392.00	7,608.00	63.40 %
<a href="#">01-220-41300-000</a>	FICA	88,718.00	88,718.00	7,159.38	58,781.47	29,936.53	33.74 %
<a href="#">01-220-41400-000</a>	Hospitalization	105,789.00	105,789.00	4,028.22	47,370.27	58,418.73	55.22 %
<a href="#">01-220-41500-000</a>	Workers' Comp	35,083.00	35,083.00	0.00	0.00	35,083.00	100.00 %
<a href="#">01-220-41700-000</a>	Unemployment	207.00	207.00	162.63	2,742.08	-2,535.08	-1,224.68 %
<a href="#">01-220-42010-000</a>	Office Supplies	4,250.00	4,250.00	1,261.40	2,780.54	1,469.46	34.58 %
<a href="#">01-220-42021-000</a>	Cleaning Supplies	5,830.00	5,830.00	113.11	1,445.28	4,384.72	75.21 %
<a href="#">01-220-42025-000</a>	Food/Drinks	7,500.00	7,500.00	0.00	849.18	6,650.82	88.68 %
<a href="#">01-220-42030-000</a>	Office Equipment	5,000.00	5,000.00	0.00	3,927.36	1,072.64	21.45 %
<a href="#">01-220-42035-000</a>	Computer Equipment	6,600.00	6,600.00	0.00	2,309.90	4,290.10	65.00 %
<a href="#">01-220-42110-000</a>	Turnout Gear	89,595.00	89,595.00	0.00	350.31	89,244.69	99.61 %
<a href="#">01-220-42115-000</a>	Apparel	8,000.00	8,000.00	0.00	1,471.43	6,528.57	81.61 %
<a href="#">01-220-42120-000</a>	Medical Supplies	38,750.00	38,750.00	81.17	24,658.95	14,091.05	36.36 %
<a href="#">01-220-42125-000</a>	Fuel/Oil	27,000.00	27,000.00	1,835.96	19,516.51	7,483.49	27.72 %
<a href="#">01-220-42130-000</a>	Pager/Radio Supplies	7,700.00	7,700.00	1,355.00	2,710.00	4,990.00	64.81 %
<a href="#">01-220-42150-000</a>	Training Supplies	6,000.00	6,000.00	0.00	8,220.89	-2,220.89	-37.01 %
<a href="#">01-220-42155-000</a>	Vehicle Supplies	25,500.00	25,500.00	3,708.09	45,082.21	-19,582.21	-76.79 %
<a href="#">01-220-42195-000</a>	Special Events and Awards	7,000.00	7,000.00	0.00	8,126.78	-1,126.78	-16.10 %
<a href="#">01-220-42900-000</a>	Non-Capital Tools & Equipment	50,000.00	50,000.00	1,039.20	14,509.44	35,490.56	70.98 %
<a href="#">01-220-42905-000</a>	Other Operating Supplies	10,000.00	10,000.00	260.82	5,411.74	4,588.26	45.88 %
<a href="#">01-220-43101-000</a>	Legal Services	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">01-220-43105-000</a>	Onboarding Employee Services	0.00	0.00	0.00	476.00	-476.00	0.00 %
<a href="#">01-220-43107-000</a>	Volunteer Firefighters	6,000.00	6,000.00	0.00	6,000.00	0.00	0.00 %
<a href="#">01-220-43110-000</a>	Other Professional Services	7,500.00	7,500.00	75.00	9,422.61	-1,922.61	-25.63 %
<a href="#">01-220-43125-000</a>	IT Services	550.00	550.00	0.00	0.00	550.00	100.00 %
<a href="#">01-220-43130-000</a>	Software and Licensing	10,000.00	10,000.00	0.00	17,558.03	-7,558.03	-75.58 %
<a href="#">01-220-43195-000</a>	Electricity, Gas, Phone	0.00	0.00	1,900.76	19,776.40	-19,776.40	0.00 %
<a href="#">01-220-43201-000</a>	Janitorial	0.00	0.00	0.00	12,850.00	-12,850.00	0.00 %
<a href="#">01-220-43225-000</a>	R & M Building	11,000.00	11,000.00	547.15	6,663.72	4,336.28	39.42 %
<a href="#">01-220-43230-000</a>	R & M Grounds	8,800.00	8,800.00	0.00	2,437.50	6,362.50	72.30 %
<a href="#">01-220-43235-000</a>	R & M Radio	550.00	550.00	0.00	15.00	535.00	97.27 %
<a href="#">01-220-43240-000</a>	R & M Vehicle	20,000.00	20,000.00	7,609.95	42,276.51	-22,276.51	-111.38 %
<a href="#">01-220-43245-000</a>	R & M Equipment	60,000.00	60,000.00	957.79	19,144.12	40,855.88	68.09 %
<a href="#">01-220-43265-000</a>	Annual Services Fees	2,000.00	2,000.00	0.00	771.75	1,228.25	61.41 %
<a href="#">01-220-43320-000</a>	Postage/Freight	110.00	110.00	0.00	252.09	-142.09	-129.17 %
<a href="#">01-220-43401-000</a>	Travel/Training	30,000.00	30,000.00	1,600.00	11,288.50	18,711.50	62.37 %
<a href="#">01-220-43501-000</a>	Dues/Memberships	5,000.00	5,000.00	0.00	3,355.00	1,645.00	32.90 %
<a href="#">01-220-43600-000</a>	Licenses and Certifications	4,510.00	4,510.00	0.00	1,103.32	3,406.68	75.54 %
<a href="#">01-220-43900-000</a>	Other Contractual	5,000.00	5,000.00	0.00	318.71	4,681.29	93.63 %
<a href="#">01-220-46130-000</a>	Building Improvements	100,000.00	100,000.00	1,000.00	21,327.14	78,672.86	78.67 %
<a href="#">01-220-46240-000</a>	Furniture/Fixtures	20,000.00	20,000.00	0.00	3,408.43	16,591.57	82.96 %
<a href="#">01-220-46250-000</a>	Office Equipment	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">01-220-46280-000</a>	Medical Equipment	0.00	0.00	13,000.00	13,000.00	-13,000.00	0.00 %
<b>Department: 220 - Fire Total:</b>		<b>2,089,788.00</b>	<b>2,089,788.00</b>	<b>150,040.48</b>	<b>1,292,994.66</b>	<b>796,793.34</b>	<b>38.13%</b>

**Budget Report**

For Fiscal: 2023-2024 Period End Item # 3. 24

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 230 - Emergency Management</b>							
<a href="#">01-230-42010-000</a>	Office Supplies	550.00	550.00	0.00	0.00	550.00	100.00 %
<a href="#">01-230-42115-000</a>	Apparel	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">01-230-42125-000</a>	Fuel/Oil	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">01-230-42155-000</a>	Vehicle Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">01-230-43195-000</a>	Electricity/Gas/Phone	1,000.00	1,000.00	98.35	774.87	225.13	22.51 %
<a href="#">01-230-43240-000</a>	R & M Vehicle	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
<a href="#">01-230-43265-000</a>	Annual Services Fees	7,800.00	7,800.00	0.00	0.00	7,800.00	100.00 %
<a href="#">01-230-46290-000</a>	Radio Equipment	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
<b>Department: 230 - Emergency Management Total:</b>		<b>38,850.00</b>	<b>38,850.00</b>	<b>98.35</b>	<b>774.87</b>	<b>38,075.13</b>	<b>98.01%</b>

**Budget Report**

For Fiscal: 2023-2024 Period Ending Item # 3. 24

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
<b>Department: 250 - Public Services</b>							
<a href="#">01-250-42021-000</a>	Cleaning Supplies	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">01-250-42115-000</a>	Apparel	750.00	750.00	0.00	0.00	750.00	100.00 %
<a href="#">01-250-42155-000</a>	Vehicle Supplies	100.00	100.00	0.00	0.00	100.00	100.00 %
<a href="#">01-250-42160-000</a>	Safety Equipment	1,000.00	1,000.00	0.00	924.50	75.50	7.55 %
<a href="#">01-250-42215-000</a>	Vector Chemicals	10,000.00	10,000.00	6,256.80	6,256.80	3,743.20	37.43 %
<a href="#">01-250-42240-000</a>	Kennel Supplies	2,000.00	2,000.00	159.60	3,418.39	-1,418.39	-70.92 %
<a href="#">01-250-42900-000</a>	Non-Capital Tools & Equipment	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">01-250-42905-000</a>	Other Operating Supplies	250.00	250.00	0.00	39.98	210.02	84.01 %
<a href="#">01-250-43110-000</a>	Other Professional Services	3,000.00	3,000.00	0.00	905.70	2,094.30	69.81 %
<a href="#">01-250-43201-000</a>	Janitorial	350.00	350.00	0.00	0.00	350.00	100.00 %
<a href="#">01-250-43230-000</a>	R & M Grounds	250.00	250.00	0.00	0.00	250.00	100.00 %
<a href="#">01-250-43255-000</a>	R & M Other	150.00	150.00	0.00	0.00	150.00	100.00 %
<a href="#">01-250-43265-000</a>	Annual Services Fees	600.00	600.00	0.00	65.55	534.45	89.08 %
<a href="#">01-250-43600-000</a>	Licenses and Certifications	1,500.00	1,500.00	0.00	855.00	645.00	43.00 %
<a href="#">01-250-46130-000</a>	Building Improvements	5,000.00	5,000.00	0.00	720.96	4,279.04	85.58 %
<b>Department: 250 - Public Services Total:</b>		<b>25,950.00</b>	<b>25,950.00</b>	<b>6,416.40</b>	<b>13,186.88</b>	<b>12,763.12</b>	<b>49.18%</b>

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
<b>Department: 260 - Library</b>							
<a href="#">01-260-41000-000</a>	Wages	201,882.00	201,882.00	22,583.09	166,849.33	35,032.67	17.35 %
<a href="#">01-260-41005-000</a>	Longevity	1,320.00	1,320.00	152.34	1,193.33	126.67	9.60 %
<a href="#">01-260-41006-000</a>	Certification Pay	12,000.00	12,000.00	830.79	6,507.85	5,492.15	45.77 %
<a href="#">01-260-41200-000</a>	Retirement	18,078.00	18,078.00	2,005.71	15,844.02	2,233.98	12.36 %
<a href="#">01-260-41300-000</a>	FICA	16,463.00	16,463.00	1,756.48	12,854.96	3,608.04	21.92 %
<a href="#">01-260-41400-000</a>	Hospitalization	26,871.00	26,871.00	2,117.62	22,764.40	4,106.60	15.28 %
<a href="#">01-260-41500-000</a>	Workers' Comp	616.00	616.00	0.00	0.00	616.00	100.00 %
<a href="#">01-260-41700-000</a>	Unemployment	63.00	63.00	72.90	710.04	-647.04	-1,027.05 %
<a href="#">01-260-42010-000</a>	Office Supplies	6,000.00	6,000.00	115.77	4,469.39	1,530.61	25.51 %
<a href="#">01-260-42011-000</a>	Processing Supplies	6,500.00	6,500.00	1,168.28	6,610.49	-110.49	-1.70 %
<a href="#">01-260-42012-000</a>	Marketing Supplies	2,000.00	2,000.00	0.00	1,751.14	248.86	12.44 %
<a href="#">01-260-42013-000</a>	Periodicals	500.00	500.00	0.00	475.21	24.79	4.96 %
<a href="#">01-260-42020-000</a>	Building Supplies	1,250.00	1,250.00	43.19	1,032.86	217.14	17.37 %
<a href="#">01-260-42021-000</a>	Cleaning Supplies	1,800.00	1,800.00	43.66	1,806.17	-6.17	-0.34 %
<a href="#">01-260-42025-000</a>	Food/Drinks	1,750.00	1,750.00	143.56	598.97	1,151.03	65.77 %
<a href="#">01-260-42030-000</a>	Office Equipment	2,000.00	2,000.00	0.00	2,239.76	-239.76	-11.99 %
<a href="#">01-260-42035-000</a>	Computer Equipment	4,000.00	4,000.00	0.00	3,179.64	820.36	20.51 %
<a href="#">01-260-42190-000</a>	Program Supplies	15,000.00	15,000.00	346.81	12,428.58	2,571.42	17.14 %
<a href="#">01-260-42200-000</a>	Print/Physical Books	25,000.00	25,000.00	582.56	23,973.23	1,026.77	4.11 %
<a href="#">01-260-42905-000</a>	Other Operating Supplies	1,000.00	1,000.00	0.00	1,709.87	-709.87	-70.99 %
<a href="#">01-260-43101-000</a>	Legal Services	1,500.00	1,500.00	0.00	176.00	1,324.00	88.27 %
<a href="#">01-260-43110-000</a>	Other Professional Services	22,000.00	22,000.00	163.00	15,524.00	6,476.00	29.44 %
<a href="#">01-260-43125-000</a>	IT Services	1,500.00	1,500.00	99.00	99.00	1,401.00	93.40 %
<a href="#">01-260-43130-000</a>	Software Licensing	7,500.00	7,500.00	299.95	5,874.91	1,625.09	21.67 %
<a href="#">01-260-43195-000</a>	Electricity/Gas/Phone	12,000.00	12,000.00	1,148.69	8,565.93	3,434.07	28.62 %
<a href="#">01-260-43201-000</a>	Janitorial	18,000.00	18,000.00	600.00	22,250.00	-4,250.00	-23.61 %
<a href="#">01-260-43220-000</a>	Repairs and Maintenance	1,500.00	1,500.00	11.60	459.23	1,040.77	69.38 %
<a href="#">01-260-43225-000</a>	R & M Building	15,000.00	15,000.00	1,365.53	10,474.51	4,525.49	30.17 %
<a href="#">01-260-43230-000</a>	R & M Grounds	15,000.00	15,000.00	600.00	7,348.09	7,651.91	51.01 %
<a href="#">01-260-43260-000</a>	Equipment Lease	4,250.00	4,250.00	227.21	2,733.71	1,516.29	35.68 %
<a href="#">01-260-43320-000</a>	Postage/Freight	750.00	750.00	0.00	284.00	466.00	62.13 %
<a href="#">01-260-43401-000</a>	Travel/Training	7,500.00	7,500.00	0.00	3,948.01	3,551.99	47.36 %
<a href="#">01-260-43501-000</a>	Dues/Memberships	2,000.00	2,000.00	125.00	1,459.20	540.80	27.04 %
<a href="#">01-260-43505-000</a>	Fees	0.00	0.00	0.00	287.32	-287.32	0.00 %
<a href="#">01-260-43700-000</a>	Safety/Security	9,000.00	2,255.40	0.00	143.46	2,111.94	93.64 %
<a href="#">01-260-43900-000</a>	Other Contractual	1,500.00	1,500.00	0.00	822.00	678.00	45.20 %
<a href="#">01-260-46001-000</a>	Capital Books-Library	0.00	-25,000.00	0.00	0.00	-25,000.00	100.00 %
<a href="#">01-260-46110-000</a>	Site Improvements	22,000.00	22,000.00	0.00	23,299.20	-1,299.20	-5.91 %
<a href="#">01-260-46130-000</a>	Building Improvements	0.00	6,744.60	0.00	6,744.60	0.00	0.00 %
<b>Department: 260 - Library Total:</b>		<b>485,093.00</b>	<b>460,093.00</b>	<b>36,602.74</b>	<b>397,492.41</b>	<b>62,600.59</b>	<b>13.61%</b>

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
<b>Department: 310 - Streets</b>							
<a href="#">01-310-41000-000</a>	Wages	34,052.00	34,052.00	3,928.80	30,775.62	3,276.38	9.62 %
<a href="#">01-310-41002-000</a>	Overtime	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">01-310-41005-000</a>	Longevity	120.00	120.00	6.93	54.28	65.72	54.77 %
<a href="#">01-310-41200-000</a>	Retirement	3,817.00	3,817.00	439.62	3,440.07	376.93	9.88 %
<a href="#">01-310-41300-000</a>	FICA	2,615.00	2,615.00	300.60	2,353.30	261.70	10.01 %
<a href="#">01-310-41400-000</a>	Hospitalization	6,272.00	6,272.00	496.12	5,333.29	938.71	14.97 %
<a href="#">01-310-41500-000</a>	Workers' Comp	800.00	800.00	0.00	0.00	800.00	100.00 %
<a href="#">01-310-41700-000</a>	Unemployment	9.00	9.00	0.00	117.00	-108.00	-1,200.00 %
<a href="#">01-310-42115-000</a>	Apparel	757.00	757.00	48.56	1,301.33	-544.33	-71.91 %
<a href="#">01-310-42125-000</a>	Fuel/Oil	1,300.00	1,300.00	0.00	204.20	1,095.80	84.29 %
<a href="#">01-310-42155-000</a>	Vehicle Supplies	3,000.00	3,000.00	0.00	63.96	2,936.04	97.87 %
<a href="#">01-310-42160-000</a>	Safety Equipment	750.00	750.00	0.00	309.00	441.00	58.80 %
<a href="#">01-310-42210-000</a>	Asphalt Products	17,500.00	17,500.00	2,480.00	24,304.00	-6,804.00	-38.88 %
<a href="#">01-310-42220-000</a>	Signage	2,000.00	2,000.00	0.00	2,295.80	-295.80	-14.79 %
<a href="#">01-310-42255-000</a>	Street Lighting	48,000.00	48,000.00	4,564.44	43,473.33	4,526.67	9.43 %
<a href="#">01-310-42900-000</a>	Non-Capital Tools & Equipment	500.00	500.00	0.00	219.48	280.52	56.10 %
<a href="#">01-310-42905-000</a>	Other Operating Supplies	1,000.00	1,000.00	355.74	1,207.50	-207.50	-20.75 %
<a href="#">01-310-43115-000</a>	Engineering Services	12,000.00	12,000.00	0.00	16,123.56	-4,123.56	-34.36 %
<a href="#">01-310-43221-000</a>	Sealcoating/Street Maintenance	250,000.00	250,000.00	183.04	3,183.04	246,816.96	98.73 %
<a href="#">01-310-43222-000</a>	Signal Control	3,500.00	3,500.00	3,010.00	3,010.00	490.00	14.00 %
<a href="#">01-310-43245-000</a>	R & M Equipment	300.00	300.00	0.00	4,385.16	-4,085.16	-1,361.72 %
<a href="#">01-310-43247-000</a>	R & M Streets	5,000.00	5,000.00	16,800.00	27,800.00	-22,800.00	-456.00 %
<a href="#">01-310-43255-000</a>	R & M Other	1,500.00	1,500.00	0.00	1,039.79	460.21	30.68 %
<a href="#">01-310-43900-000</a>	Other Contractual	136,000.00	136,000.00	694.00	40,578.48	95,421.52	70.16 %
<a href="#">01-310-46300-000</a>	Other Equipment	22,150.00	22,150.00	0.00	0.00	22,150.00	100.00 %
<b>Department: 310 - Streets Total:</b>		<b>553,942.00</b>	<b>553,942.00</b>	<b>33,307.85</b>	<b>211,572.19</b>	<b>342,369.81</b>	<b>61.81%</b>



		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 350 - Parks</b>							
<a href="#">01-350-41000-000</a>	Wages	33,496.00	33,496.00	3,992.80	30,879.80	2,616.20	7.81 %
<a href="#">01-350-41002-000</a>	Overtime	2,000.00	2,000.00	580.64	2,387.89	-387.89	-19.39 %
<a href="#">01-350-41005-000</a>	Longevity	60.00	60.00	6.93	54.28	5.72	9.53 %
<a href="#">01-350-41200-000</a>	Retirement	3,750.00	3,750.00	511.63	3,718.10	31.90	0.85 %
<a href="#">01-350-41300-000</a>	FICA	2,567.00	2,567.00	347.74	2,520.49	46.51	1.81 %
<a href="#">01-350-41400-000</a>	Hospitalization	6,269.00	6,269.00	495.68	5,328.56	940.44	15.00 %
<a href="#">01-350-41500-000</a>	Workers' Comp	786.00	786.00	0.00	0.00	786.00	100.00 %
<a href="#">01-350-41700-000</a>	Unemployment	9.00	9.00	0.00	117.00	-108.00	-1,200.00 %
<a href="#">01-350-42115-000</a>	Apparel	1,500.00	1,500.00	67.00	731.15	768.85	51.26 %
<a href="#">01-350-42155-000</a>	Vehicle Supplies	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">01-350-42160-000</a>	Safety Equipment	250.00	250.00	0.00	0.00	250.00	100.00 %
<a href="#">01-350-42220-000</a>	Signage	3,000.00	3,000.00	0.00	6,695.93	-3,695.93	-123.20 %
<a href="#">01-350-42250-000</a>	Electricity Baseball Field	23,000.00	23,000.00	0.00	0.00	23,000.00	100.00 %
<a href="#">01-350-42905-000</a>	Other Operating Supplies	2,500.00	2,500.00	0.00	596.06	1,903.94	76.16 %
<a href="#">01-350-43195-000</a>	Electricity/Gas/Phone	7,500.00	7,500.00	2,714.02	20,572.81	-13,072.81	-174.30 %
<a href="#">01-350-43210-000</a>	Lawn Care	45,000.00	45,000.00	2,700.00	25,449.84	19,550.16	43.44 %
<a href="#">01-350-43230-000</a>	R & M Grounds	19,901.00	19,901.00	0.00	11,788.30	8,112.70	40.77 %
<a href="#">01-350-43250-000</a>	R & M Vandalism	250.00	250.00	0.00	0.00	250.00	100.00 %
<a href="#">01-350-43255-000</a>	R & M Other	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">01-350-43900-000</a>	Other Contractual	5,000.00	5,000.00	650.00	5,916.66	-916.66	-18.33 %
<b>Department: 350 - Parks Total:</b>		<b>157,838.00</b>	<b>157,838.00</b>	<b>12,066.44</b>	<b>116,756.87</b>	<b>41,081.13</b>	<b>26.03%</b>

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 400 - Development</b>							
<a href="#">01-400-41000-000</a>	Wages	214,514.00	214,514.00	24,191.82	183,487.90	31,026.10	14.46 %
<a href="#">01-400-41002-000</a>	Overtime	350.00	350.00	0.00	537.86	-187.86	-53.67 %
<a href="#">01-400-41005-000</a>	Longevity	180.00	180.00	20.79	153.62	26.38	14.66 %
<a href="#">01-400-41006-000</a>	Certification Pay	7,200.00	7,200.00	1,661.55	11,861.60	-4,661.60	-64.74 %
<a href="#">01-400-41200-000</a>	Retirement	24,825.00	24,825.00	2,959.44	21,976.12	2,848.88	11.48 %
<a href="#">01-400-41300-000</a>	FICA	17,002.00	17,002.00	1,957.89	14,379.33	2,622.67	15.43 %
<a href="#">01-400-41400-000</a>	Hospitalization	33,300.00	33,300.00	2,932.64	29,915.50	3,384.50	10.16 %
<a href="#">01-400-41500-000</a>	Workers' Comp	3,099.00	3,099.00	0.00	0.00	3,099.00	100.00 %
<a href="#">01-400-41700-000</a>	Unemployment	36.00	36.00	0.00	468.00	-432.00	-1,200.00 %
<a href="#">01-400-42010-000</a>	Office Supplies	1,500.00	1,500.00	45.43	1,463.26	36.74	2.45 %
<a href="#">01-400-42030-000</a>	Office Equipment	1,500.00	1,500.00	95.00	1,129.83	370.17	24.68 %
<a href="#">01-400-42035-000</a>	Computer Equipment	2,000.00	2,000.00	0.00	1,500.00	500.00	25.00 %
<a href="#">01-400-42115-000</a>	Apparel	650.00	650.00	0.00	367.69	282.31	43.43 %
<a href="#">01-400-42125-000</a>	Fuel/Oil	2,500.00	2,500.00	407.97	3,792.78	-1,292.78	-51.71 %
<a href="#">01-400-42155-000</a>	Vehicle Supplies	1,000.00	1,000.00	0.00	380.33	619.67	61.97 %
<a href="#">01-400-42195-000</a>	Special Events and Awards	800.00	800.00	0.00	463.89	336.11	42.01 %
<a href="#">01-400-43101-000</a>	Legal Services	10,000.00	10,000.00	945.00	4,953.32	5,046.68	50.47 %
<a href="#">01-400-43115-000</a>	Engineering Services	100,000.00	100,000.00	0.00	51,863.68	48,136.32	48.14 %
<a href="#">01-400-43116-000</a>	Inspection Services	315,000.00	315,000.00	0.00	348,365.80	-33,365.80	-10.59 %
<a href="#">01-400-43130-000</a>	Software Licensing	20,000.00	20,000.00	20,134.00	20,142.93	-142.93	-0.71 %
<a href="#">01-400-43140-000</a>	Legal Publications	3,000.00	3,000.00	0.00	5,732.29	-2,732.29	-91.08 %
<a href="#">01-400-43155-000</a>	Abatement/demolition	10,000.00	10,000.00	2,580.00	8,569.07	1,430.93	14.31 %
<a href="#">01-400-43195-000</a>	Electricity/Gas/Phone	3,000.00	3,000.00	130.93	1,309.30	1,690.70	56.36 %
<a href="#">01-400-43240-000</a>	R & M Vehicle	1,000.00	1,000.00	20.00	280.00	720.00	72.00 %
<a href="#">01-400-43320-000</a>	Postage/Freight	1,000.00	1,000.00	49.88	807.00	193.00	19.30 %
<a href="#">01-400-43401-000</a>	Travel/Training	7,000.00	7,000.00	519.84	3,006.36	3,993.64	57.05 %
<a href="#">01-400-43501-000</a>	Dues/Memberships	500.00	500.00	0.00	180.68	319.32	63.86 %
<b>Department: 400 - Development Total:</b>		<b>780,956.00</b>	<b>780,956.00</b>	<b>58,652.18</b>	<b>717,088.14</b>	<b>63,867.86</b>	<b>8.18%</b>

**Budget Report**

For Fiscal: 2023-2024 Period Ending Item # 3. 24

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 752 - Economic Development</b>							
<a href="#">01-752-41000-000</a>	Wages	72,000.00	72,000.00	8,271.93	66,037.57	5,962.43	8.28 %
<a href="#">01-752-41005-000</a>	Longevity	60.00	60.00	0.00	0.00	60.00	100.00 %
<a href="#">01-752-41006-000</a>	Certification Pay	2,400.00	2,400.00	276.93	2,201.59	198.41	8.27 %
<a href="#">01-752-41007-000</a>	Vehicle Allowance	4,800.00	4,800.00	553.86	4,403.19	396.81	8.27 %
<a href="#">01-752-41200-000</a>	Retirement	8,283.00	8,283.00	1,016.76	8,105.21	177.79	2.15 %
<a href="#">01-752-41300-000</a>	FICA	5,673.00	5,673.00	646.78	5,015.50	657.50	11.59 %
<a href="#">01-752-41400-000</a>	Hospitalization	13,899.00	13,899.00	1,088.12	11,887.71	2,011.29	14.47 %
<a href="#">01-752-41500-000</a>	Workers' Comp	159.00	159.00	0.00	0.00	159.00	100.00 %
<a href="#">01-752-41700-000</a>	Unemployment	9.00	9.00	0.00	117.00	-108.00	-1,200.00 %
<a href="#">01-752-43195-000</a>	Electricity/Gas/Phone	0.00	0.00	19.94	199.40	-199.40	0.00 %
<a href="#">01-752-43401-000</a>	Travel/Training	0.00	0.00	0.00	500.00	-500.00	0.00 %
<b>Department: 752 - Economic Development Total:</b>		<b>107,283.00</b>	<b>107,283.00</b>	<b>11,874.32</b>	<b>98,467.17</b>	<b>8,815.83</b>	<b>8.22%</b>
<b>Expense Total:</b>		<b>8,112,463.00</b>	<b>8,087,463.00</b>	<b>604,969.76</b>	<b>6,268,008.59</b>	<b>1,819,454.41</b>	<b>22.50%</b>
<b>Fund: 01 - General Fund Surplus (Deficit):</b>		<b>2,000.00</b>	<b>27,000.00</b>	<b>-310,989.31</b>	<b>1,245,941.67</b>	<b>1,218,941.67</b>	<b>-4,514.60%</b>

Budget Report

For Fiscal: 2023-2024 Period Ending Item # 3. 24

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 02 - Enterprise Fund</b>						
<b>Revenue</b>						
<b>Department: 000 - Non-departmental</b>						
<a href="#">02-000-32450-000</a>	Engineer Review Fee	45,000.00	45,000.00	0.00	0.00	-45,000.00 100.00 %
<a href="#">02-000-36110-000</a>	Interest income	50,000.00	50,000.00	0.00	110,731.71	60,731.71 221.46 %
<a href="#">02-000-36200-000</a>	MS4 Permits	8,000.00	8,000.00	210.00	3,180.00	-4,820.00 60.25 %
<a href="#">02-000-36300-000</a>	Well Permit Fees	250.00	250.00	0.00	0.00	-250.00 100.00 %
<a href="#">02-000-36500-000</a>	Meter Set and Sewer Access	325,000.00	325,000.00	17,100.00	295,994.56	-29,005.44 8.92 %
<a href="#">02-000-36800-000</a>	Long/Short	0.00	0.00	0.00	82.06	82.06 0.00 %
<a href="#">02-000-36900-000</a>	Other Income	63,000.00	63,000.00	-406.54	1,511.73	-61,488.27 97.60 %
<a href="#">02-000-38100-000</a>	Water Revenue	4,531,979.00	4,531,979.00	462,670.63	4,145,032.88	-386,946.12 8.54 %
<a href="#">02-000-38200-000</a>	Sewer Revenue	1,047,000.00	1,047,000.00	103,818.57	1,084,096.95	37,096.95 103.54 %
<a href="#">02-000-38250-000</a>	Mastercard Rebate	5,500.00	5,500.00	0.00	4,225.16	-1,274.84 23.18 %
<a href="#">02-000-38300-000</a>	Water Treatment	310,000.00	310,000.00	26,258.58	274,381.02	-35,618.98 11.49 %
<a href="#">02-000-38600-000</a>	Late Charges	80,000.00	80,000.00	10,323.09	91,519.82	11,519.82 114.40 %
<a href="#">02-000-38700-000</a>	Disconnect/Cut Off Fees	0.00	0.00	2,400.00	26,820.00	26,820.00 0.00 %
<a href="#">02-000-38750-000</a>	Reconnect Fees	0.00	0.00	3,050.00	31,575.00	31,575.00 0.00 %
<a href="#">02-000-38800-000</a>	NSF Fees	0.00	0.00	700.00	7,250.00	7,250.00 0.00 %
<a href="#">02-000-38900-000</a>	Contract Utility Revenue	0.00	0.00	106.83	4,017.37	4,017.37 0.00 %
<b>Department: 000 - Non-departmental Total:</b>		<b>6,465,729.00</b>	<b>6,465,729.00</b>	<b>626,231.16</b>	<b>6,080,418.26</b>	<b>-385,310.74 5.96%</b>
<b>Revenue Total:</b>		<b>6,465,729.00</b>	<b>6,465,729.00</b>	<b>626,231.16</b>	<b>6,080,418.26</b>	<b>-385,310.74 5.96%</b>

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense</b>							
<b>Department: 000 - Non-departmental</b>							
<a href="#">02-000-44005-000</a>	Operating Transfers Out	264,405.00	264,405.00	0.00	0.00	264,405.00	100.00 %
<a href="#">02-000-48100-000</a>	2013 CO Principal	325,000.00	325,000.00	0.00	325,000.00	0.00	0.00 %
<a href="#">02-000-48101-000</a>	2013 CO Interest	98,350.00	98,350.00	47,550.00	98,350.00	0.00	0.00 %
<a href="#">02-000-48102-000</a>	2015 Refunding CO Principal	140,855.00	140,855.00	0.00	140,855.00	0.00	0.00 %
<a href="#">02-000-48103-000</a>	2015 Refunding CO Interest	30,290.23	30,290.23	14,440.84	30,290.23	0.00	0.00 %
<a href="#">02-000-48104-000</a>	2017A CO Principal	65,000.00	65,000.00	0.00	65,000.00	0.00	0.00 %
<a href="#">02-000-48105-000</a>	2017A CO Interest	30,900.00	30,900.00	15,125.00	30,900.00	0.00	0.00 %
<a href="#">02-000-48106-000</a>	2017B Tax Note Principal	54,600.00	54,600.00	0.00	54,600.00	0.00	0.00 %
<a href="#">02-000-48107-000</a>	2017B Tax Note Interest	819.00	819.00	0.00	819.00	0.00	0.00 %
<a href="#">02-000-48108-000</a>	2020 Tax Note Principal	138,600.00	138,600.00	0.00	138,600.00	0.00	0.00 %
<a href="#">02-000-48109-000</a>	2020 Tax Note Interest	26,235.00	26,235.00	0.00	14,850.00	11,385.00	43.40 %
<a href="#">02-000-48110-000</a>	2020 CO Sewer Principal	190,000.00	190,000.00	0.00	190,000.00	0.00	0.00 %
<a href="#">02-000-48111-000</a>	2020 CO Sewer Interest	105,637.50	105,637.50	50,918.75	105,637.50	0.00	0.00 %
<a href="#">02-000-48112-000</a>	2021 CO Water Principal	260,000.00	260,000.00	0.00	260,000.00	0.00	0.00 %
<a href="#">02-000-48113-000</a>	2021 CO Water Interest	168,968.76	168,968.76	81,884.38	168,968.76	0.00	0.00 %
<a href="#">02-000-48114-000</a>	2021 Tax Note Principal	54,600.00	54,600.00	0.00	54,600.00	0.00	0.00 %
<a href="#">02-000-48115-000</a>	2021 Tax Note Interest	7,839.00	7,839.00	0.00	4,329.00	3,510.00	44.78 %
<a href="#">02-000-48116-000</a>	2023A Tax Note Pricipal	0.00	0.00	0.00	1,105,000.00	-1,105,000.00	0.00 %
<a href="#">02-000-48117-000</a>	2023A Tax Note Interest	0.00	0.00	0.00	74,366.50	-74,366.50	0.00 %
<a href="#">02-000-48150-000</a>	Debt Service Paying Agent Fees	1,624.28	1,624.28	589.63	1,323.77	300.51	18.50 %
<a href="#">02-000-48480-030</a>	2023 Tax Note COI	0.00	0.00	0.00	-375.88	375.88	0.00 %
<a href="#">02-000-48481-000</a>	2023A Tax Note COI	0.00	0.00	0.00	-1,652.61	1,652.61	0.00 %
<b>Department: 000 - Non-departmental Total:</b>		<b>1,963,723.77</b>	<b>1,963,723.77</b>	<b>210,508.60</b>	<b>2,861,461.27</b>	<b>-897,737.50</b>	<b>-45.72%</b>

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 100 - Admin</b>							
<a href="#">02-100-41000-000</a>	Wages	141,080.00	141,080.00	16,298.48	131,251.76	9,828.24	6.97 %
<a href="#">02-100-41005-000</a>	Longevity	2,040.00	2,040.00	235.38	1,843.81	196.19	9.62 %
<a href="#">02-100-41006-000</a>	Certification Pay	12,000.00	12,000.00	1,384.62	10,846.19	1,153.81	9.62 %
<a href="#">02-100-41010-000</a>	Vacation Buy back	10,000.00	10,000.00	0.00	542.07	9,457.93	94.58 %
<a href="#">02-100-41200-000</a>	Retirement	17,327.00	17,327.00	2,001.50	16,120.72	1,206.28	6.96 %
<a href="#">02-100-41300-000</a>	FICA	11,867.00	11,867.00	1,370.76	11,052.98	814.02	6.86 %
<a href="#">02-100-41400-000</a>	Hospitalization	12,868.00	12,868.00	1,046.60	11,250.94	1,617.06	12.57 %
<a href="#">02-100-41500-000</a>	Workers' Comp	3,630.00	3,630.00	0.00	0.00	3,630.00	100.00 %
<a href="#">02-100-41700-000</a>	Unemployment	18.00	18.00	0.00	234.01	-216.01	-1,200.06 %
<a href="#">02-100-42010-000</a>	Office Supplies	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">02-100-42012-000</a>	Marketing Supplies	1,200.00	1,200.00	0.00	1,832.72	-632.72	-52.73 %
<a href="#">02-100-42025-000</a>	Food/Drinks	2,000.00	2,000.00	60.21	983.03	1,016.97	50.85 %
<a href="#">02-100-42030-000</a>	Office Equipment	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">02-100-42035-000</a>	Computer Equipment	3,500.00	3,500.00	0.00	344.00	3,156.00	90.17 %
<a href="#">02-100-42115-000</a>	Apparel	5,000.00	5,000.00	131.52	1,608.90	3,391.10	67.82 %
<a href="#">02-100-42125-000</a>	Fuel/Oil	13,000.00	13,000.00	862.20	7,400.34	5,599.66	43.07 %
<a href="#">02-100-42141-000</a>	Employee Supplies	0.00	0.00	-259.80	1,713.94	-1,713.94	0.00 %
<a href="#">02-100-42155-000</a>	Vehicle Supplies	3,500.00	3,500.00	0.00	4,272.89	-772.89	-22.08 %
<a href="#">02-100-42160-000</a>	Safety Equipment	350.00	350.00	0.00	0.00	350.00	100.00 %
<a href="#">02-100-42195-000</a>	Special Events and Awards	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">02-100-42900-000</a>	Non-Capital Tools & Equipment	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">02-100-42905-000</a>	Other Operating Supplies	250.00	250.00	0.99	0.99	249.01	99.60 %
<a href="#">02-100-43101-000</a>	Legal Services	7,500.00	7,500.00	360.00	4,416.00	3,084.00	41.12 %
<a href="#">02-100-43105-000</a>	Onboarding Employee Services	500.00	500.00	0.00	234.00	266.00	53.20 %
<a href="#">02-100-43110-000</a>	Other Professional Services	5,000.00	5,000.00	783.75	5,300.19	-300.19	-6.00 %
<a href="#">02-100-43130-000</a>	Software Licensing	45,900.00	45,900.00	0.00	2,640.52	43,259.48	94.25 %
<a href="#">02-100-43150-000</a>	Marketing	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">02-100-43195-000</a>	Electricity/Gas/Phone	250,000.00	250,000.00	18,805.31	172,644.28	77,355.72	30.94 %
<a href="#">02-100-43201-000</a>	Janitorial	3,500.00	3,500.00	0.00	2,150.00	1,350.00	38.57 %
<a href="#">02-100-43240-000</a>	R & M Vehicle	1,500.00	1,500.00	20.00	467.72	1,032.28	68.82 %
<a href="#">02-100-43256-000</a>	Insurance Covered Repairs	0.00	0.00	6,938.18	-5,583.32	5,583.32	0.00 %
<a href="#">02-100-43265-000</a>	Annual Services Fees	84,343.00	84,343.00	0.00	3,217.88	81,125.12	96.18 %
<a href="#">02-100-43270-000</a>	Railroad Permit Fees	4,000.00	4,000.00	0.00	5,692.63	-1,692.63	-42.32 %
<a href="#">02-100-43301-000</a>	Insurance	30,000.00	30,000.00	591.00	50,449.50	-20,449.50	-68.17 %
<a href="#">02-100-43401-000</a>	Travel/Training	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">02-100-43501-000</a>	Dues/Memberships	1,000.00	1,000.00	0.00	226.00	774.00	77.40 %
<a href="#">02-100-43505-000</a>	Fees	0.00	0.00	0.00	48,424.97	-48,424.97	0.00 %
<a href="#">02-100-43600-000</a>	Licenses and Certifications	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">02-100-43900-000</a>	Other Contractual	5,000.00	5,000.00	69.39	324.24	4,675.76	93.52 %
<a href="#">02-100-46400-000</a>	Capital Reserves	379,964.85	379,964.85	0.00	0.00	379,964.85	100.00 %
	<b>Department: 100 - Admin Total:</b>	<b>1,069,837.85</b>	<b>1,069,837.85</b>	<b>50,700.09</b>	<b>491,903.90</b>	<b>577,933.95</b>	<b>54.02%</b>

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 130 - Engineering</b>							
<a href="#">02-130-41000-000</a>	Wages-Engineering	120,000.00	120,000.00	0.00	0.00	120,000.00	100.00 %
<a href="#">02-130-41006-000</a>	Certification Pay	3,600.00	3,600.00	0.00	0.00	3,600.00	100.00 %
<a href="#">02-130-41200-000</a>	Retirement -Engineering	13,807.00	13,807.00	0.00	0.00	13,807.00	100.00 %
<a href="#">02-130-41300-000</a>	FICA-Engineering	9,500.00	9,500.00	0.00	0.00	9,500.00	100.00 %
<a href="#">02-130-41400-000</a>	Hospitalization-Engineering	6,657.00	6,657.00	0.00	0.00	6,657.00	100.00 %
<a href="#">02-130-41500-000</a>	Worker's Comp	252.00	252.00	0.00	0.00	252.00	100.00 %
<a href="#">02-130-41700-000</a>	Unemployment-Engineering	9.00	9.00	0.00	0.00	9.00	100.00 %
<a href="#">02-130-43115-000</a>	Engineering Services	156,000.00	156,000.00	12,000.00	199,402.50	-43,402.50	-27.82 %
<a href="#">02-130-43116-000</a>	Inspection Services	125,000.00	125,000.00	34,845.00	410,350.00	-285,350.00	-228.28 %
	<b>Department: 130 - Engineering Total:</b>	<b>434,825.00</b>	<b>434,825.00</b>	<b>46,845.00</b>	<b>609,752.50</b>	<b>-174,927.50</b>	<b>-40.23%</b>

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 315 - Utility Billing</b>							
<a href="#">02-315-41000-000</a>	Wages	112,697.00	112,697.00	12,508.20	91,602.73	21,094.27	18.72 %
<a href="#">02-315-41002-000</a>	Overtime	1,000.00	1,000.00	386.88	1,241.10	-241.10	-24.11 %
<a href="#">02-315-41005-000</a>	Longevity	120.00	120.00	13.86	108.57	11.43	9.53 %
<a href="#">02-315-41200-000</a>	Retirement	12,734.00	12,734.00	1,441.93	10,372.80	2,361.20	18.54 %
<a href="#">02-315-41300-000</a>	FICA	8,721.00	8,721.00	987.55	6,991.12	1,729.88	19.84 %
<a href="#">02-315-41400-000</a>	Hospitalization	18,860.00	18,860.00	1,493.10	15,823.15	3,036.85	16.10 %
<a href="#">02-315-41500-000</a>	Workers' Comp	244.00	244.00	0.00	0.00	244.00	100.00 %
<a href="#">02-315-41700-000</a>	Unemployment	27.00	27.00	42.34	472.76	-445.76	-1,650.96 %
<a href="#">02-315-42010-000</a>	Office Supplies	1,000.00	1,000.00	195.03	583.22	416.78	41.68 %
<a href="#">02-315-42035-000</a>	Computer Equipment	3,200.00	3,200.00	0.00	353.87	2,846.13	88.94 %
<a href="#">02-315-43130-000</a>	Software Licensing	42,225.00	42,225.00	0.00	20,566.33	21,658.67	51.29 %
<a href="#">02-315-43195-000</a>	Electricity/Gas/Phone	1,500.00	1,500.00	0.00	707.94	792.06	52.80 %
<a href="#">02-315-43320-000</a>	Postage/Freight	18,000.00	18,000.00	1,832.04	18,659.21	-659.21	-3.66 %
<a href="#">02-315-43401-000</a>	Travel/Training	800.00	800.00	0.00	260.42	539.58	67.45 %
<a href="#">02-315-43505-000</a>	Fees	12,000.00	12,000.00	0.00	19,280.45	-7,280.45	-60.67 %
<a href="#">02-315-43900-000</a>	Other Contractual	12,000.00	12,000.00	955.91	10,754.53	1,245.47	10.38 %
<b>Department: 315 - Utility Billing Total:</b>		<b>245,128.00</b>	<b>245,128.00</b>	<b>19,856.84</b>	<b>197,778.20</b>	<b>47,349.80</b>	<b>19.32%</b>



		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 330 - Compliance</b>							
<a href="#">02-330-41000-000</a>	Wages	78,105.00	78,105.00	0.00	34,947.09	43,157.91	55.26 %
<a href="#">02-330-41005-000</a>	Longevity	1,680.00	1,680.00	0.00	743.13	936.87	55.77 %
<a href="#">02-330-41006-000</a>	Certification Pay	2,400.00	2,400.00	0.00	1,061.57	1,338.43	55.77 %
<a href="#">02-330-41200-000</a>	Retirement	9,181.00	9,181.00	0.00	4,096.43	5,084.57	55.38 %
<a href="#">02-330-41300-000</a>	FICA	6,288.00	6,288.00	0.00	2,811.47	3,476.53	55.29 %
<a href="#">02-330-41400-000</a>	Hospitalization	6,469.00	6,469.00	0.00	3,041.40	3,427.60	52.99 %
<a href="#">02-330-41500-000</a>	Workers' Comp	176.00	176.00	0.00	0.00	176.00	100.00 %
<a href="#">02-330-41700-000</a>	Unemployment	9.00	9.00	0.00	117.00	-108.00	-1,200.00 %
<a href="#">02-330-42010-000</a>	Office Supplies	1,500.00	1,500.00	0.00	556.90	943.10	62.87 %
<a href="#">02-330-42030-000</a>	Office Equipment	750.00	750.00	0.00	0.00	750.00	100.00 %
<a href="#">02-330-42035-000</a>	Computer Equipment	2,000.00	2,000.00	0.00	3,176.00	-1,176.00	-58.80 %
<a href="#">02-330-42905-000</a>	Other Operating Supplies	500.00	500.00	0.00	87.55	412.45	82.49 %
<a href="#">02-330-43101-000</a>	Legal Services	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">02-330-43110-000</a>	Other Professional Services	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">02-330-43150-000</a>	Marketing	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">02-330-43265-000</a>	Annual Services Fees	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">02-330-43270-000</a>	Regulatory Licensing/Permittin	3,000.00	3,000.00	113.75	8,696.60	-5,696.60	-189.89 %
<a href="#">02-330-43900-000</a>	Other Contractual	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<b>Department: 330 - Compliance Total:</b>		<b>117,558.00</b>	<b>117,558.00</b>	<b>113.75</b>	<b>59,335.14</b>	<b>58,222.86</b>	<b>49.53%</b>

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
<b>Department: 341 - Water Production</b>							
<a href="#">02-341-41000-000</a>	Wages	106,604.00	106,604.00	12,202.72	96,330.93	10,273.07	9.64 %
<a href="#">02-341-41002-000</a>	Overtime	2,500.00	2,500.00	543.23	5,852.96	-3,352.96	-134.12 %
<a href="#">02-341-41005-000</a>	Longevity	180.00	180.00	13.86	108.57	71.43	39.68 %
<a href="#">02-341-41006-000</a>	Certification Pay	7,200.00	7,200.00	830.76	4,915.32	2,284.68	31.73 %
<a href="#">02-341-41200-000</a>	Retirement	12,732.00	12,732.00	1,518.07	11,963.22	768.78	6.04 %
<a href="#">02-341-41300-000</a>	FICA	8,720.00	8,720.00	1,039.68	8,201.39	518.61	5.95 %
<a href="#">02-341-41400-000</a>	Hospitalization	18,825.00	18,825.00	1,490.18	16,019.54	2,805.46	14.90 %
<a href="#">02-341-41500-000</a>	Workers' Comp	2,668.00	2,668.00	0.00	0.00	2,668.00	100.00 %
<a href="#">02-341-41700-000</a>	Unemployment	27.00	27.00	0.00	355.77	-328.77	-1,217.67 %
<a href="#">02-341-42115-000</a>	Apparel	950.00	950.00	46.32	825.74	124.26	13.08 %
<a href="#">02-341-42125-000</a>	Fuel/Oil	2,500.00	2,500.00	623.78	5,648.55	-3,148.55	-125.94 %
<a href="#">02-341-42155-000</a>	Vehicle Supplies	500.00	500.00	397.87	2,035.93	-1,535.93	-307.19 %
<a href="#">02-341-42160-000</a>	Safety Equipment	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">02-341-42215-000</a>	Chemical Supplies	0.00	0.00	6,560.00	18,736.66	-18,736.66	0.00 %
<a href="#">02-341-42220-000</a>	Signage	1,000.00	1,000.00	0.00	296.00	704.00	70.40 %
<a href="#">02-341-42400-000</a>	Purchased Water	1,300,000.00	1,300,000.00	93,778.47	1,068,406.07	231,593.93	17.81 %
<a href="#">02-341-42900-000</a>	Non-Capital Tools & Equipment	500.00	500.00	0.00	2,895.00	-2,395.00	-479.00 %
<a href="#">02-341-42905-000</a>	Other Operating Supplies	5,000.00	5,000.00	407.97	1,041.44	3,958.56	79.17 %
<a href="#">02-341-43120-000</a>	Laboratory Services	17,000.00	17,000.00	1,170.00	7,279.00	9,721.00	57.18 %
<a href="#">02-341-43195-000</a>	Electricity/Gas/Phone	0.00	0.00	0.00	144.82	-144.82	0.00 %
<a href="#">02-341-43232-000</a>	R & M Wells	20,000.00	20,000.00	293.16	23,223.70	-3,223.70	-16.12 %
<a href="#">02-341-43240-000</a>	R & M Vehicle	1,500.00	1,500.00	30.00	1,398.88	101.12	6.74 %
<a href="#">02-341-43245-000</a>	R & M Equipment	1,000.00	1,000.00	0.00	47.40	952.60	95.26 %
<a href="#">02-341-43255-000</a>	R & M Other	2,000.00	2,000.00	0.00	1,021.54	978.46	48.92 %
<a href="#">02-341-43401-000</a>	Travel/Training	500.00	500.00	0.00	684.17	-184.17	-36.83 %
<a href="#">02-341-43501-000</a>	Dues/Memberships	500.00	500.00	0.00	230.57	269.43	53.89 %
<a href="#">02-341-43600-000</a>	Licenses and Certifications	500.00	500.00	0.00	900.00	-400.00	-80.00 %
<a href="#">02-341-43900-000</a>	Other Contractual	500.00	500.00	2,500.00	19,669.72	-19,169.72	-3,833.94 %
<a href="#">02-341-46140-000</a>	SCADA	0.00	0.00	0.00	59,699.94	-59,699.94	0.00 %
<a href="#">02-341-46150-000</a>	Other Improvements	0.00	0.00	68,750.00	218,705.86	-218,705.86	0.00 %
<a href="#">02-341-46230-000</a>	Vehicles	65,000.00	65,000.00	0.00	49,918.75	15,081.25	23.20 %
<b>Department: 341 - Water Production Total:</b>		<b>1,579,406.00</b>	<b>1,579,406.00</b>	<b>192,196.07</b>	<b>1,626,557.44</b>	<b>-47,151.44</b>	<b>-2.99%</b>

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 342 - Water Distribution</b>							
<a href="#">02-342-41000-000</a>	Wages	75,890.00	75,890.00	5,951.07	42,947.90	32,942.10	43.41 %
<a href="#">02-342-41002-000</a>	Overtime	2,000.00	2,000.00	124.44	397.48	1,602.52	80.13 %
<a href="#">02-342-41005-000</a>	Longevity	480.00	480.00	27.69	216.90	263.10	54.81 %
<a href="#">02-342-41006-000</a>	Certification Pay	2,400.00	2,400.00	276.93	1,730.86	669.14	27.88 %
<a href="#">02-342-41200-000</a>	Retirement	8,799.00	8,799.00	712.67	5,054.48	3,744.52	42.56 %
<a href="#">02-342-41300-000</a>	FICA	6,026.00	6,026.00	488.09	3,464.98	2,561.02	42.50 %
<a href="#">02-342-41400-000</a>	Hospitalization	12,431.00	12,431.00	531.55	5,705.95	6,725.05	54.10 %
<a href="#">02-342-41500-000</a>	Workers' Comp	1,844.00	1,844.00	0.00	0.00	1,844.00	100.00 %
<a href="#">02-342-41700-000</a>	Unemployment	18.00	18.00	15.61	189.63	-171.63	-953.50 %
<a href="#">02-342-42115-000</a>	Apparel	1,000.00	1,000.00	35.40	1,054.99	-54.99	-5.50 %
<a href="#">02-342-42125-000</a>	Fuel/Oil	5,000.00	5,000.00	472.27	5,021.44	-21.44	-0.43 %
<a href="#">02-342-42155-000</a>	Vehicle Supplies	2,000.00	2,000.00	0.00	1,178.57	821.43	41.07 %
<a href="#">02-342-42160-000</a>	Safety Equipment	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">02-342-42215-000</a>	Chemical Supplies	2,000.00	2,000.00	0.00	7,985.81	-5,985.81	-299.29 %
<a href="#">02-342-42270-000</a>	Meters	260,000.00	260,000.00	430.00	370,399.38	-110,399.38	-42.46 %
<a href="#">02-342-42410-000</a>	Water mains and valves	30,000.00	30,000.00	0.00	20,659.48	9,340.52	31.14 %
<a href="#">02-342-42900-000</a>	Non-Capital Tools & Equipment	1,500.00	1,500.00	0.00	543.74	956.26	63.75 %
<a href="#">02-342-42905-000</a>	Other Operating Supplies	7,000.00	7,000.00	0.00	19,886.48	-12,886.48	-184.09 %
<a href="#">02-342-43125-000</a>	IT Services	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">02-342-43240-000</a>	R & M Vehicle	4,000.00	4,000.00	20.00	3,239.82	760.18	19.00 %
<a href="#">02-342-43255-000</a>	R & M Other	2,500.00	2,500.00	0.00	1,300.68	1,199.32	47.97 %
<a href="#">02-342-43401-000</a>	Travel/Training	500.00	500.00	0.00	635.00	-135.00	-27.00 %
<a href="#">02-342-43600-000</a>	Licenses and Certifications	1,000.00	1,000.00	0.00	485.48	514.52	51.45 %
<a href="#">02-342-43900-000</a>	Other Contractual	20,000.00	20,000.00	2,317.88	100,078.36	-80,078.36	-400.39 %
<a href="#">02-342-46150-000</a>	Other Improvements	0.00	0.00	0.00	11,245.00	-11,245.00	0.00 %
<b>Department: 342 - Water Distribution Total:</b>		<b>447,388.00</b>	<b>447,388.00</b>	<b>11,403.60</b>	<b>603,422.41</b>	<b>-156,034.41</b>	<b>-34.88%</b>

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
<b>Department: 343 - Water Treatment</b>							
<a href="#">02-343-41000-000</a>	Wages	86,685.00	86,685.00	8,426.00	71,670.56	15,014.44	17.32 %
<a href="#">02-343-41002-000</a>	Overtime	2,500.00	2,500.00	0.00	1,521.30	978.70	39.15 %
<a href="#">02-343-41005-000</a>	Longevity	720.00	720.00	76.14	629.92	90.08	12.51 %
<a href="#">02-343-41006-000</a>	Certification Pay	6,000.00	6,000.00	692.31	5,423.10	576.90	9.62 %
<a href="#">02-343-41200-000</a>	Retirement	10,434.00	10,434.00	1,027.03	8,841.54	1,592.46	15.26 %
<a href="#">02-343-41300-000</a>	FICA	7,146.00	7,146.00	681.57	5,698.84	1,447.16	20.25 %
<a href="#">02-343-41400-000</a>	Hospitalization	20,718.00	20,718.00	1,321.18	15,465.85	5,252.15	25.35 %
<a href="#">02-343-41500-000</a>	Workers' Comp	2,186.00	2,186.00	0.00	0.00	2,186.00	100.00 %
<a href="#">02-343-41700-000</a>	Unemployment	18.00	18.00	30.20	306.56	-288.56	-1,603.11 %
<a href="#">02-343-42021-000</a>	Cleaning Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">02-343-42115-000</a>	Apparel	750.00	750.00	46.74	6,384.72	-5,634.72	-751.30 %
<a href="#">02-343-42125-000</a>	Fuel/Oil	4,000.00	4,000.00	0.00	2,524.47	1,475.53	36.89 %
<a href="#">02-343-42160-000</a>	Safety Equipment	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">02-343-42215-000</a>	Chemical Supplies	100,000.00	100,000.00	2,033.00	18,009.35	81,990.65	81.99 %
<a href="#">02-343-42275-000</a>	Testing Supplies	3,500.00	3,500.00	0.00	1,153.25	2,346.75	67.05 %
<a href="#">02-343-42285-000</a>	Filters	61,250.00	61,250.00	0.00	22,200.00	39,050.00	63.76 %
<a href="#">02-343-42900-000</a>	Non-Capital Tools & Equipment	3,000.00	3,000.00	0.00	1,386.33	1,613.67	53.79 %
<a href="#">02-343-42905-000</a>	Other Operating Supplies	25,000.00	25,000.00	0.00	9,355.72	15,644.28	62.58 %
<a href="#">02-343-43120-000</a>	Laboratory Services	17,000.00	17,000.00	0.00	9,929.50	7,070.50	41.59 %
<a href="#">02-343-43245-000</a>	R & M Equipment	5,000.00	5,000.00	7,350.00	31,768.90	-26,768.90	-535.38 %
<a href="#">02-343-43255-000</a>	R & M Other	1,000.00	1,000.00	10.00	2,466.17	-1,466.17	-146.62 %
<a href="#">02-343-43401-000</a>	Travel/Training	0.00	0.00	0.00	140.00	-140.00	0.00 %
<a href="#">02-343-43900-000</a>	Other Contractual	1,500.00	1,500.00	295.26	1,709.03	-209.03	-13.94 %
<a href="#">02-343-46120-000</a>	Plant Expansion	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
<a href="#">02-343-46150-000</a>	Other Improvements	32,000.00	32,000.00	0.00	85,961.10	-53,961.10	-168.63 %
<b>Department: 343 - Water Treatment Total:</b>		<b>431,907.00</b>	<b>431,907.00</b>	<b>21,989.43</b>	<b>302,546.21</b>	<b>129,360.79</b>	<b>29.95 %</b>

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 361 - Waste Water Collection</b>							
<a href="#">02-361-41000-000</a>	Wages	37,440.00	37,440.00	0.00	27,900.00	9,540.00	25.48 %
<a href="#">02-361-41002-000</a>	Overtime	1,000.00	1,000.00	0.00	189.00	811.00	81.10 %
<a href="#">02-361-41005-000</a>	Longevity	0.00	0.00	0.00	2.31	-2.31	0.00 %
<a href="#">02-361-41006-000</a>	Certification Pay	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
<a href="#">02-361-41200-000</a>	Retirement	4,343.00	4,343.00	0.00	3,134.01	1,208.99	27.84 %
<a href="#">02-361-41300-000</a>	FICA	2,975.00	2,975.00	0.00	1,998.35	976.65	32.83 %
<a href="#">02-361-41400-000</a>	Hospitalization	6,287.00	6,287.00	0.00	5,963.88	323.12	5.14 %
<a href="#">02-361-41500-000</a>	Workers' Comp	910.00	910.00	0.00	0.00	910.00	100.00 %
<a href="#">02-361-41700-000</a>	Unemployment	9.00	9.00	0.00	117.00	-108.00	-1,200.00 %
<a href="#">02-361-42115-000</a>	Apparel	750.00	750.00	25.20	877.84	-127.84	-17.05 %
<a href="#">02-361-42125-000</a>	Fuel/Oil	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">02-361-42155-000</a>	Vehicle Supplies	500.00	500.00	11.00	2,029.88	-1,529.88	-305.98 %
<a href="#">02-361-42160-000</a>	Safety Equipment	750.00	750.00	0.00	0.00	750.00	100.00 %
<a href="#">02-361-42215-000</a>	Chemical Supplies	500.00	500.00	0.00	641.74	-141.74	-28.35 %
<a href="#">02-361-42900-000</a>	Non-Capital Tools & Equipment	2,500.00	2,500.00	983.27	1,035.67	1,464.33	58.57 %
<a href="#">02-361-42905-000</a>	Other Operating Supplies	2,500.00	2,500.00	0.00	2,955.56	-455.56	-18.22 %
<a href="#">02-361-43245-000</a>	R & M Equipment	5,000.00	5,000.00	2,846.02	9,258.65	-4,258.65	-85.17 %
<a href="#">02-361-43900-000</a>	Other Contractual	2,000.00	2,000.00	0.00	3,992.67	-1,992.67	-99.63 %
<a href="#">02-361-46210-000</a>	Lift Station	0.00	0.00	0.00	8,750.00	-8,750.00	0.00 %
<a href="#">02-361-46230-000</a>	Vehicles	65,000.00	65,000.00	0.00	49,918.75	15,081.25	23.20 %
<a href="#">02-361-46300-000</a>	Other Equipment	15,241.38	15,241.38	0.00	1,595.00	13,646.38	89.54 %
<b>Department: 361 - Waste Water Collection Total:</b>		<b>149,905.38</b>	<b>149,905.38</b>	<b>3,865.49</b>	<b>120,360.31</b>	<b>29,545.07</b>	<b>19.71%</b>

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 362 - Waste Water Treatment</b>						
<a href="#">02-362-42115-000</a>	Apparel	500.00	500.00	0.00	0.00	500.00 100.00 %
<a href="#">02-362-42215-000</a>	Chemical Supplies	12,500.00	12,500.00	0.00	11,680.02	819.98 6.56 %
<a href="#">02-362-42900-000</a>	Non-Capital Tools & Equipment	500.00	500.00	0.00	0.00	500.00 100.00 %
<a href="#">02-362-42905-000</a>	Other Operating Supplies	2,000.00	2,000.00	0.00	1,400.21	599.79 29.99 %
<a href="#">02-362-43120-000</a>	Laboratory Services	3,550.00	3,550.00	91.50	3,248.50	301.50 8.49 %
<a href="#">02-362-43245-000</a>	R & M Equipment	5,000.00	5,000.00	0.00	26,657.53	-21,657.53 -433.15 %
<a href="#">02-362-43255-000</a>	R & M Other	500.00	500.00	0.00	395.00	105.00 21.00 %
<a href="#">02-362-43600-000</a>	Licenses and Certifications	1,000.00	1,000.00	0.00	0.00	1,000.00 100.00 %
<a href="#">02-362-43900-000</a>	Other Contractual	500.00	500.00	0.00	456.12	43.88 8.78 %
<a href="#">02-362-46150-000</a>	Other Improvements	0.00	0.00	0.00	96,000.00	-96,000.00 0.00 %
<b>Department: 362 - Waste Water Treatment Total:</b>		<b>26,050.00</b>	<b>26,050.00</b>	<b>91.50</b>	<b>139,837.38</b>	<b>-113,787.38 -436.80%</b>
<b>Expense Total:</b>		<b>6,465,729.00</b>	<b>6,465,729.00</b>	<b>557,570.37</b>	<b>7,012,954.76</b>	<b>-547,225.76 -8.46%</b>
<b>Fund: 02 - Enterprise Fund Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>68,660.79</b>	<b>-932,536.50</b>	<b>-932,536.50 0.00%</b>

Budget Report

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 07 - Economic Development Corporation</b>						
<b>Revenue</b>						
<b>Department: 000 - Non-departmental</b>						
<a href="#">07-000-31300-000</a> Sales Tax	600,000.00	600,000.00	61,822.66	505,383.68	-94,616.32	15.77 %
<a href="#">07-000-36110-000</a> Interest income	20,000.00	20,000.00	0.00	82,330.50	62,330.50	411.65 %
<b>Department: 000 - Non-departmental Total:</b>	<b>620,000.00</b>	<b>620,000.00</b>	<b>61,822.66</b>	<b>587,714.18</b>	<b>-32,285.82</b>	<b>5.21%</b>
<b>Revenue Total:</b>	<b>620,000.00</b>	<b>620,000.00</b>	<b>61,822.66</b>	<b>587,714.18</b>	<b>-32,285.82</b>	<b>5.21%</b>

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
<b>Expense</b>							
<b>Department: 752 - Economic Development</b>							
<a href="#">07-752-42010-000</a>	Office Supplies & Expense	250.00	250.00	57.13	303.71	-53.71	-21.48 %
<a href="#">07-752-42192-000</a>	Meeting Expense	0.00	0.00	198.64	1,730.26	-1,730.26	0.00 %
<a href="#">07-752-42195-000</a>	Special Events and Awards/Meetin	2,500.00	2,500.00	0.00	23.79	2,476.21	99.05 %
<a href="#">07-752-43101-000</a>	Legal services	3,000.00	3,000.00	432.00	3,490.00	-490.00	-16.33 %
<a href="#">07-752-43110-000</a>	Other Professional Services	65,000.00	65,000.00	2,500.00	71,314.29	-6,314.29	-9.71 %
<a href="#">07-752-43140-000</a>	Legal Publications	1,500.00	1,500.00	162.00	1,572.00	-72.00	-4.80 %
<a href="#">07-752-43150-000</a>	Marketing	62,000.00	62,000.00	4,348.33	77,496.27	-15,496.27	-24.99 %
<a href="#">07-752-43151-000</a>	Customer Appreciation	0.00	0.00	0.00	55.96	-55.96	0.00 %
<a href="#">07-752-43320-000</a>	Postage/Freight	50.00	50.00	0.00	0.00	50.00	100.00 %
<a href="#">07-752-43401-000</a>	Travel/Training/Conferences	15,000.00	15,000.00	218.10	14,360.12	639.88	4.27 %
<a href="#">07-752-43501-000</a>	Memberships	1,800.00	1,800.00	600.00	3,102.51	-1,302.51	-72.36 %
<a href="#">07-752-43900-000</a>	Contract Services	15,000.00	15,000.00	0.00	69,847.52	-54,847.52	-365.65 %
<a href="#">07-752-43905-000</a>	Payroll Reimbursement	74,742.00	74,742.00	8,298.07	67,561.04	7,180.96	9.61 %
<a href="#">07-752-44001-000</a>	Business Support	370,000.00	370,000.00	2,994.16	2,994.16	367,005.84	99.19 %
<a href="#">07-752-46180-000</a>	Land Acquisition	0.00	0.00	0.00	68,665.10	-68,665.10	0.00 %
<a href="#">07-752-49200-000</a>	Note Agreement Satisfaction	0.00	0.00	0.00	38,753.38	-38,753.38	0.00 %
<b>Department: 752 - Economic Development Total:</b>		<b>610,842.00</b>	<b>610,842.00</b>	<b>19,808.43</b>	<b>421,270.11</b>	<b>189,571.89</b>	<b>31.03%</b>
<b>Expense Total:</b>		<b>610,842.00</b>	<b>610,842.00</b>	<b>19,808.43</b>	<b>421,270.11</b>	<b>189,571.89</b>	<b>31.03%</b>
<b>Fund: 07 - Economic Development Corporation Surplus (Deficit):</b>		<b>9,158.00</b>	<b>9,158.00</b>	<b>42,014.23</b>	<b>166,444.07</b>	<b>157,286.07</b>	<b>-1,717.47%</b>



Budget Report

For Fiscal: 2023-2024 Period End Item # 3. 24

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 12 - Sanitation Fund</b>						
<b>Revenue</b>						
<b>Department: 000 - Non-departmental</b>						
<a href="#">12-000-36110-000</a>	Interest income	0.00	0.00	0.00	990.99	990.99 0.00 %
<a href="#">12-000-38400-000</a>	Sanitation Revenue	920,000.00	920,000.00	101,382.20	1,000,230.31	80,230.31 108.72 %
<a href="#">12-000-38500-000</a>	Sales Tax Discount	0.00	0.00	39.55	331.60	331.60 0.00 %
<b>Department: 000 - Non-departmental Total:</b>		<b>920,000.00</b>	<b>920,000.00</b>	<b>101,421.75</b>	<b>1,001,552.90</b>	<b>81,552.90 8.86%</b>
<b>Revenue Total:</b>		<b>920,000.00</b>	<b>920,000.00</b>	<b>101,421.75</b>	<b>1,001,552.90</b>	<b>81,552.90 8.86%</b>

Budget Report

For Fiscal: 2023-2024 Period End Item # 3. 24

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense</b>						
<b>Department: 320 - Sanitation Dept.</b>						
<a href="#">12-320-43205-000</a> Solid Waste Collection	701,500.00	701,500.00	0.00	844,188.88	-142,688.88	-20.34 %
<a href="#">12-320-49995-000</a> Transfers out	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
<b>Department: 320 - Sanitation Dept. Total:</b>	<b>901,500.00</b>	<b>901,500.00</b>	<b>0.00</b>	<b>844,188.88</b>	<b>57,311.12</b>	<b>6.36%</b>
<b>Expense Total:</b>	<b>901,500.00</b>	<b>901,500.00</b>	<b>0.00</b>	<b>844,188.88</b>	<b>57,311.12</b>	<b>6.36%</b>
<b>Fund: 12 - Sanitation Fund Surplus (Deficit):</b>	<b>18,500.00</b>	<b>18,500.00</b>	<b>101,421.75</b>	<b>157,364.02</b>	<b>138,864.02</b>	<b>-750.62%</b>

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 24 - Hotel / Motel Fund</b>						
<b>Revenue</b>						
<b>Department: 000 - Non-departmental</b>						
<a href="#">24-000-31400-000</a> Hotel Occupancy Tax	109,000.00	109,000.00	9,389.71	94,782.00	-14,218.00	13.04 %
<a href="#">24-000-36110-000</a> Interest income	0.00	0.00	0.00	26,187.38	26,187.38	0.00 %
<b>Department: 000 - Non-departmental Total:</b>	<b>109,000.00</b>	<b>109,000.00</b>	<b>9,389.71</b>	<b>120,969.38</b>	<b>11,969.38</b>	<b>10.98%</b>
<b>Revenue Total:</b>	<b>109,000.00</b>	<b>109,000.00</b>	<b>9,389.71</b>	<b>120,969.38</b>	<b>11,969.38</b>	<b>10.98%</b>

Budget Report

For Fiscal: 2023-2024 Period End Item # 3. 24

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense</b>						
<b>Department: 100 - Admin</b>						
<a href="#">24-100-43101-000</a> Legal Services	0.00	0.00	0.00	72.00	-72.00	0.00 %
<a href="#">24-100-43151-000</a> Advertising & promotion-tourism	28,000.00	28,000.00	0.00	12,105.04	15,894.96	56.77 %
<a href="#">24-100-43152-000</a> Arts and music promotion	15,000.00	15,000.00	7,057.00	23,527.18	-8,527.18	-56.85 %
<a href="#">24-100-46170-000</a> Wolfforth Monument Sign	0.00	0.00	0.00	150,000.00	-150,000.00	0.00 %
<b>Department: 100 - Admin Total:</b>	<b>43,000.00</b>	<b>43,000.00</b>	<b>7,057.00</b>	<b>185,704.22</b>	<b>-142,704.22</b>	<b>-331.87%</b>
<b>Expense Total:</b>	<b>43,000.00</b>	<b>43,000.00</b>	<b>7,057.00</b>	<b>185,704.22</b>	<b>-142,704.22</b>	<b>-331.87%</b>
<b>Fund: 24 - Hotel / Motel Fund Surplus (Deficit):</b>	<b>66,000.00</b>	<b>66,000.00</b>	<b>2,332.71</b>	<b>-64,734.84</b>	<b>-130,734.84</b>	<b>198.08%</b>
<b>Report Surplus (Deficit):</b>	<b>95,658.00</b>	<b>120,658.00</b>	<b>-96,559.83</b>	<b>572,478.42</b>	<b>451,820.42</b>	<b>-374.46%</b>

## 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	-310,989.31	1,245,941.67	1,218,941.67
02 - Enterprise Fund	0.00	0.00	68,660.79	-932,536.50	-932,536.50
07 - Economic Development Corp.	9,158.00	9,158.00	42,014.23	166,444.07	157,286.07
12 - Sanitation Fund	18,500.00	18,500.00	101,421.75	157,364.02	138,864.02
24 - Hotel / Motel Fund	66,000.00	66,000.00	2,332.71	-64,734.84	-130,734.84
<b>Report Surplus (Deficit):</b>	<b>95,658.00</b>	<b>120,658.00</b>	<b>-96,559.83</b>	<b>572,478.42</b>	<b>451,820.42</b>



# AGENDA ITEM COMMENTARY

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**MEETING NAME:** City Council  
**MEETING DATE:** September 16, 2024  
**ITEM TITLE:** Consider and take appropriate action on Resolution designating the Lubbock AJ as the official newspaper for FY 2025  
**STAFF INITIATOR:** Terri Robinette, City Secretary

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**BACKGROUND:**

Section 52.004 of the Local Government Code states the following:

(a) As soon as practicable after the beginning of each municipal year, the governing body of the municipality shall contract, as determined by ordinance or resolution, with a public newspaper of the municipality to be the municipality's official newspaper until another newspaper is selected.

(b) The governing body shall publish in the municipality's official newspaper each ordinance, notice, or other matter required by law or ordinance to be published.

The attached Resolution will complete what is needed for this requirement.

**EXHIBITS:**

Resolution

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Staff recommends approval of the Resolution

**RESOLUTION NO. 2024-031**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER FOR THE CITY OF WOLFFORTH FOR THE FISCAL YEAR 2024 - 2025.**

**WHEREAS**, pursuant to Section 52.004 of the Texas Local Government Code, the City of Wolfforth is required to designate an official newspaper;

**WHEREAS**, the City Council finds that the Lubbock Avalanche Journal is a paper with general circulation within the City of Wolfforth; and

**WHEREAS**, the City Council finds that the Lubbock Avalanche Journal:

1. Is intended for general distribution and is made accessible to the public
2. Is published at least once each week;
3. Is entered as 2<sup>nd</sup> class postal matter in the county where published; and
4. Has been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

**WHEREAS**, the City Council finds that the Lubbock Avalanche Journal is a publication that meets all criteria legally required of an officially designated newspaper for the City of Wolfforth; and

**Now Therefore, be it hereby resolved by the City Council of the City of Wolfforth, Texas, that:**

1. The Lubbock Avalanche Journal is designated as the official newspaper for the City of Wolfforth for the Fiscal Year 2024 - 2025, commencing October 1, 2024.
2. Until October 1, 2025, the City of Wolfforth shall continue to publish in the Lubbock Avalanche Journal each ordinance, notice or other matter required to be published by law.
3. This Resolution is effective immediately upon passage.

**Passed and approved by the City Council on this 16<sup>th</sup> day of September 2024.**

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Charles Addington, Mayor

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Terri Robinette, City Secretary



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	September 16, 2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on request from Frenship Alumni and Friends for Hotel Occupancy Tax funds in the amount of \$2,000 to support Frenship Homecoming events.
<b>STAFF INITIATOR:</b>	Terri Robinette, City Secretary

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### BACKGROUND:

For many years, HOT funds have been donated to the Frenship Alumni and Friends Association to help fund their Homecoming Tailgate event. The tailgate is held prior to the Homecoming football game on October 25 and is advertised to Alumni groups including those celebrating 5, 10, 15, and 20+ reunions. This organization is once again requesting funds in the amount of \$2,000.

Under Texas law, local HOT revenue can be used only to directly promote tourism and the convention/hotel industry. This means the proceeds should be spent on projects or events that result in visitors or attendees staying overnight in the community, generating more hotel occupancy tax. With the expected attendance from returning alumni, these events are eligible for funding.

Current available HOT funds total just over \$600,000. Receipt of revenue averages \$8,000 per month.

### EXHIBITS:

### COUNCIL ACTION/STAFF RECOMMENDATION:

Approve donation of HOT funds to Frenship Alumni Association in the amount of \$2,000





## AGENDA ITEM COMMENTARY

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**MEETING NAME:** City Council Meeting  
**MEETING DATE:** 9-16-24  
**ITEM TITLE:** Consider and take appropriate action on  
**STAFF INITIATOR:** Lance Barrett

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**BACKGROUND:**

This contract is the service for our air monitoring equipment. These monitors must be tested and calibrated weekly. We have used this service provided to us by the manufacturer since we purchased the monitors. This contract is a 48-month renewal contract. This contract is about a \$60.00 increase over the previous contract. This amount is already included in our budget.

**EXHIBITS:**

Agenda item commentary

Industrial Scientific Contract Renewal

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Staff requests approval by council.

**RESOLUTION NO. 2024-032**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A CONTRACT FOR SERVICE WITH INDUSTRIAL SCIENTIFIC FOR AIR MONITORING EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council desires to authorize a contract for service with Industrial Scientific for air monitoring equipment.

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

**SECTION 1.** The City Council hereby approves the contract between the City of Wolfforth and Industrial Scientific for air monitoring equipment 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 16<sup>th</sup> day of September, 2024.

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Charles Addington, II, Mayor  
City of Wolfforth, Texas

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Terri Robinette, City Secretary

**CUSTOMER**

Wolfforth Fire / EMS  
Lance Barrett  
+1 806-855-4120  
firechief@wolfforthtx.us  
302 Main Street

**Quote #:** Q-89010  
**Date:** August 29, 2024  
**Delivery:** 6 Weeks ARO  
**Expiration:** 60 days  
**Account:** 53406  
**Payment Terms:** Net 30 days

**ISC CONTACT**

**Name:** Tori Bachorski  
**Title:** Renewal Manager  
**Phone:** 412-852-9110  
**Email:** Victoria.bachorski@indsci.com

**iNet® Exchange Quotation and Order Form**

**TOTAL EQUIPMENT**

\*All equipment is on site and will remain on site

Qty	Part #	Description
<b>Instruments / Devices</b> (Equipment breakdown by location is at the end of this Order.)		
2	MX6-K673R201	MX6,LEL,NH3,CL2,O2,PID,LE,D,E
3	VP5-KJB31101111	Ventis Pro Series, LEL (Pentane), CO/H2S, HCN, O2, Li-ion, Desktop Charger, Orange, UL/CSA, LENS™ Wireless, English
1	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord
1	18109329-161	DSXi Cloud-Connected Docking Station for MX6, 6 Inlet Ports, North American Power Cord
2	17124348	HOLDER,GAS CYLINDER,WALL MOUNT
6	18105841	REGULATOR, DEMAND W/ SWITCH (150 PSI), 0-3 LPM, CGA-C10, MALE

<b>PROGRAM INITIAL TERM (months)</b>	48
<b>CURRENCY</b>	USD
<b>MONTHLY USAGE FEE</b>	1,101.47
<b>48 MONTH TOTAL USAGE FEE</b>	52,870.56

- Prices valid for sixty (60) days from the Date above.
- iNet Exchange is an equipment-leasing program. Monthly Usage Fees cover: (a) the quoted hardware, as well as replacement parts, labor, shipping and handling, training, and access to the iNet® Control SaaS platform; and (b) Self installation.
- Monthly Usage Fee includes AutoReplenish Plus calibration gas for the duration of the Term.
- Monthly Usage Fee is for 48 months—early termination fees apply.

**CUSTOMER**

Customer PO#: \_\_\_\_\_  
*(Please provide a copy of your PO, along with any tax-exempt information)*

Customer accepts the Order terms above and the Program Terms of Use attached, intending to be legally bound:

Sign  
Here  
→

\_\_\_\_\_

Authorized Customer Signature

Title

Date

**ISC**

Agreed and Accepted by Industrial Scientific Corporation (ISC):

\_\_\_\_\_

Authorized ISC Signature

Title

Date

No contract will be formed until this Order is countersigned by ISC. This Order will automatically expire and be void if it is not executed by Customer and received by ISC prior to the Expiration Date; provided, however, that ISC may elect to accept such Order, in its sole discretion, after such Expiration Date by countersignature.

For completion by ISC:

Initial Subscription Term:

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

**PROGRAM TERMS OF USE**

Version 1 - Sept 2023

**1. Scope.** As set forth in the signed Order, ISC shall provide Customer with: (a) instruments/devices, hardware, consumables, and related parts/accessories (“Equipment”); (b) installation, training, monitoring, maintenance, repair, and/or other services (“Services”); and/or (c) SaaS and/or software (“Platform(s)”). The applicable Equipment, Services, and/or Platform(s) constitute the “Program.” The Program is governed by the Order and these Program Terms of Use (“TOU”).

**2. Term.** ISC will deliver the Program to Customer during the Initial Subscription Term identified in the Order. Unless a party provides written notice of termination at least sixty (60) days before the end of the Initial Subscription Term, the Order shall automatically renew for a term equal in length to the Initial Subscription Term (a “Renewal Term”). Additional Renewal Terms shall follow under the same sixty-day-notice requirement for termination. The Initial Subscription Term and any Renewal Term(s) shall constitute the “Term” of the Order.

**3. Termination.** Either party may terminate the Order for a material breach that remains uncured for fifteen (15) business days after receipt of the non-breaching party’s written notice. Customer may terminate the Order for its convenience by providing ISC at least sixty (60) days’ prior written notice and paying ISC’s final invoice which will include an “Early Termination Fee” as follows: Early Termination Fee = [Total Monthly Usage Fee] x [Months Remaining in Term] x [Factor]. If terminated with 36-48 months remaining in the Term, the Factor is 0.245. If terminated with 24-35 months remaining in the Term, the Factor is 0.184. If terminated with 12-23 months remaining in the Term, the Factor is 0.123. If terminated with 0-11 months remaining in the Term, the Factor is 0.062. In the event of a reduction of the Monthly Usage Fee for Customer’s convenience, Customer shall pay an equitably adjusted portion of the Early Termination Fee based on the percentage of the Program that Customer will no longer use.

**4. Fees.** ISC bills the Monthly Usage Fee on the last day of each month, and Customer agrees to pay the same within thirty (30) days of the invoice date. Customer shall provide a purchase order(s) to [contractadminus@indsci.com](mailto:contractadminus@indsci.com) sufficient to cover all fees during the Term. For any Renewal Term, ISC may adjust the Monthly Usage Fee. Any change to pricing or terms for a Renewal Term will be provided by ISC in writing no less than 90 days prior to the end of the Initial Subscription Term or any Renewal Term(s). If Customer fails to pay any amount when due, ISC has the right to charge a late fee of 1.5% of the invoice value per month or the highest applicable rate allowed by law, whichever is lower, on all such overdue amounts. Customer shall be liable for all costs of collection, including attorneys’ fees and costs.

**5. Equipment Delivery, Repair, and Return.** Customer is leasing the Equipment, to which ISC retains all right and title. Customer shall keep the Equipment free of all liens, claims, and encumbrances. ISC will deliver Equipment to the site(s) identified in the Order. All Equipment shipped in the U.S. is DAP Destination (Incoterms® 2020). Using prepaid shipping packages, Customer shall promptly send malfunctioning or broken Equipment to ISC for repair or replacement (new or refurbished). Notwithstanding the foregoing: (a) Customer is responsible for Equipment that is lost or unrepairable for any reason or damaged due to unauthorized or negligent use; (b) Customer shall promptly return Equipment to ISC at the end of the Term; and (c) Customer shall pay ISC the fair-market-value for any such unreturned or damaged Equipment.

**6. Installation & Use.** Customer will provide the necessary cabling, wireless networking components, and technical assistance to facilitate installation. ISC will provide the installation and training on the Order. One day of on-site installation includes one visit of up to eight (8) hours. Customer is responsible for ongoing user training and network operability/connectivity, including maintaining electrical connectivity, Internet bandwidth, internal servers, and web browsers. Customer will use Equipment only as described in the relevant documentation and properly dock the Equipment. The parties acknowledge that improperly docking Equipment will prevent ISC from collecting and analyzing data, providing reports, or taking remedial action. Customer will promptly notify ISC, in writing, if Equipment is transferred from the site(s) identified in the Order. Customer will not transfer Equipment outside the country of initial installation without ISC’s prior written approval. With AutoReplenish Plus: (a) ISC will monitor Customer’s cal-gas usage and replenish as needed (ISC may modify gas concentration and/or cylinder size); (b) either party may request an audit of Customer’s cal-gas usage once during each twelve (12) month period of the Term; and (c) ISC may adjust the Monthly Usage Fee if Customer’s cal-gas usage varies from the initial estimate.

**7. Platform Use.** Customer shall provide ISC all information necessary to create the account(s). ISC grants Customer and its designated users the right to use the Platform(s) identified in the Order for its business purposes during the Term. ISC will provide logins/passwords for Customer’s designated users. Customer shall maintain confidentiality of the logins/passwords, which shall not be shared or transferred. Customer is responsible for all Platform activity stemming from use of the designated users’ logins/passwords. Customer shall immediately notify ISC of any unauthorized use.

**8. Taxes.** All prices are exclusive of, and Customer is responsible for, all government taxes and/or fees related to Customer’s use of the Program (“Taxes”). ISC is responsible for all taxes related to ISC’s income/profit from delivering the Program. If Customer is exempt from any Taxes, it shall furnish ISC a certificate of exemption prior to shipment.

**9. Warranties.** During the Term, Equipment shall be delivered substantially free of defects in material and workmanship, Platforms will substantially conform to ISC’s documentation, and Services shall be substantially free of defects in workmanship. If a nonconformity to the foregoing warranty is discovered in the Equipment, Platform, or Services under normal and proper use, ISC shall repair or replace the nonconforming portion of the Equipment or Platform or re-perform the nonconforming Services. If ISC is unable to do so, ISC may terminate the Order and return any prepaid

Monthly Usage Fees for such allegedly defective Equipment, Platform, or Services for the period commencing from Customer's notice of nonconformity. ISC will have no obligation for any Equipment which is: (i) improperly installed, operated, maintained, stored, repaired, or altered by a party other than ISC; (ii) misused, neglected, or accidentally damaged; (iii) used in a manner contrary to ISC's instructions; or (iv) used in combination with unauthorized equipment or materials. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, AND ISC HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE REMEDIES STATED HEREIN CONSTITUTE CUSTOMER'S EXCLUSIVE REMEDIES AND ISC'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

**10. Data.** "Customer Data" is electronic information that Customer uploads to or enters in the Equipment and/or Platform, excluding ISC's data and intellectual property. Customer shall own all right, title, and interest, including intellectual property rights, in and to Customer Data. ISC may compile cumulative electronic information derived from Customer's use of the Program ("Aggregated Data") and may utilize remote reporting functionality in its products and services to obtain Aggregated Data. ISC shall own all right, title, and interest, including all intellectual property rights, in and to Aggregated Data. Notwithstanding anything to the contrary, ISC and its parent and their affiliated entities may use, modify, and combine the Aggregated Data for purposes of improving products and services, creating statistical and/or benchmarking data, and providing products, services, and analytics. To the extent applicable, all Aggregated Data shall be de-identified and aggregated pursuant to applicable privacy laws and regulations.

**11. Compliance with Laws.** Customer is responsible for using the Program in a manner that complies with all applicable laws, sanctions, and regulations. Customer will not permit use of the Program in a manner: (a) violating export control regulations or economic sanctions, including the export and import laws of Canada, the United States, the European Union, and any other applicable country; or (b) supporting the development, production, handling, operation, maintenance, storage, detection, identification, or dissemination of chemical or biological weapons, nuclear explosive devices, missiles, or naval nuclear propulsion activities. ISC reserves the right to limit Customer access to the Program if providing the same would violate any applicable law, sanction, or regulation.

**12. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, (A) NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONTINGENT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; AND (B) ISC'S MAXIMUM LIABILITY FOR ANY REASON, WILL NOT EXCEED THE PRICE ALLOCABLE TO THE EQUIPMENT, PLATFORM, OR SERVICES WHICH GIVES RISE TO THE RELATED CLAIM. THE FOREGOING LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**13. Inventions and Use.** All right, title, and interest to any intellectual property, inventions, developments, trade secrets, confidential or proprietary information, improvements, or modifications related to the Program shall remain with and be exclusively owned by ISC. Any design, manufacturing drawings, or other information provided to Customer shall remain the exclusive property of ISC and shall be used solely for the operation or maintenance of the Program and not for any other purpose.

**14. Platform Restrictions.** Neither Customer nor its agent shall, whether directly or indirectly: (a) reproduce or modify the Program; (b) use any device, software, or routine to interfere with the proper working of the Program; (c) use any automated means to access, monitor, or copy the Program; or (d) use the Program in any manner other than as permitted hereunder. Without limiting the foregoing, Customer further agrees that it will not take any action that imposes an unreasonable or disproportionately large load on the Platforms' infrastructure, as reasonably determined by ISC. Unless otherwise provided as part of the Services, Customer shall be solely responsible for all actions of and agreements with third parties engaged by Customer to integrate any portion of the Program with Customer's infrastructure.

**15. Risks.** Except for payment obligations, neither party shall be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, pandemic, electrical interruption, server or related equipment failure and internet disturbance) that was beyond such party's reasonable control.

**16. Assignment.** Customer shall not sell, assign, delegate, nor transfer its rights and duties under this Agreement without providing prior written notice to ISC. This Agreement may be assigned by ISC to any subsidiary, affiliate, related company, or successor in interest without Customer's consent.

**17. Communications.** Neither party shall use the other's name in connection with advertising or publicity without said other party's prior written consent. Notwithstanding the foregoing, either party may include the other's name and logo on a supplier or customer list on its corporate website(s). Customer agrees not to make any representations about the Program not authorized by ISC in writing.

**18. Choice of Law and Venue.** All disputes between the parties shall be governed by the laws of the Commonwealth of Pennsylvania, excluding any conflicts of law considerations and the United Nations Convention on Contracts for the International Sale of Goods. Disputes shall be brought in Federal District Court for the Western District of Pennsylvania ("PAWD") or, to the extent jurisdiction cannot be established in PAWD, within Pennsylvania state court(s) located in Allegheny County, Pennsylvania. The parties agree that the notice provisions hereunder shall suffice for the

purposes of satisfying service-of-process requirements arising under the Federal Civil Rules of Procedure or related state laws. THE PARTIES WAIVE ANY AND ALL DEFENSES BASED ON VENUE OR PERSONAL JURISDICTION AND THE RIGHT TO TRIAL BY JURY.

**19. General.** These TOU and the Order (“Agreement”) constitute the parties complete and fully integrated agreement and supersede all prior or contemporaneous communications, writings, or understandings. The terms of the Order will control over any conflicting TOU terms. The Agreement shall not be changed or superseded by any different or additional terms proposed by Customer to which ISC objects. Any translation of the Agreement from English is for convenience and in the event of any ambiguity or conflict, the English version shall govern. The Agreement may only be amended by a written instrument. Sections 3-5, 8-15, and 17-20 of this TOU shall survive termination of the Agreement. A party’s failure to exercise any of its rights under the Agreement on one occasion shall not waive its rights to enforce the same on another occasion.

**20. Notice.** Required notice(s) under the TOU shall be in writing and delivered by both: (a) courier and (b) email, as set forth below:

Customer’s notice to ISC:

Industrial Scientific Corporation  
ATTN: Legal Dept.  
One Life Way, Pittsburgh, PA 15205-7500  
[isclegal@indsci.com](mailto:isclegal@indsci.com)

ISC’s notice to Customer:

Customer’s physical address identified on the Order  
Customer’s contact email address identified on the Order



## AGENDA ITEM COMMENTARY

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**MEETING NAME:** City Council  
**MEETING DATE:** September 16, 2024  
**ITEM TITLE:** Consider and take appropriate action on Ordinance

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE FISCAL YEAR 2023-24 OFFICIAL BUDGET, ADOPTED BY ORDINANCE NO. 2023-020, PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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### **BACKGROUND:**

As part of the review of financial policies and the City's debt obligations during the Fiscal Year 2023 audit, changes were made to the distribution of the 2020 and 2021 Tax Note allocations between the Debt Service Fund (Fund 04) and the Utility Fund (Fund 02). These tax notes should be allocated 100% to the Debt Service Fund with the Utility Fund showing no expense for these payments. Adjustments were made during the Fiscal Year 2023 Audit process to this effect. At the time of that audit, the Fiscal year 2024 budget had already been established with the 2020 and 2022 Tax Notes being split between the Debt Service Fund and Utility Fund. Staff recommends a budget adjustment to the Fiscal year 2024 budget to move 100% of the expense of these two tax notes to the Debt Service Fund, which requires the reallocation of a total of \$212,523.50. The Debt Service Fund has an adequate fund balance to cover this expense and will leave a projected fund balance at 9/30/2024 of \$84,745. Staff has been aware of the need for this budget adjustment for some time and is bringing it to the Council now before then end of the fiscal year on 9/30/2024.

The debt service fund receives its revenues from the I&S portion of the Tax Rate which was set for Fiscal year 2025 at \$0.149722. The calculations used in the setting of this rate are based on total debt payments for Fiscal Year 2025 which did include a 100% allocation of the 2020 and 2021 Tax Note principal and interest payments. The adopted fiscal year 2025 does show the proper allocation of this debt.

### **EXHIBITS:**

Ordinance with Attachment A

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

Approve Ordinance



**ORDINANCE NO. 2024-022**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE FISCAL YEAR 2023-24 OFFICIAL BUDGET, ADOPTED BY ORDINANCE NO. 2023-020, PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Wolfforth previously adopted Ordinance No. 2023-020, adopting the Official Budget of the City;

WHEREAS, proper allocation of debt service payments did not exist when the Official Budget was adopted require the amendment to the Official Budget;

WHEREAS, the City Council desires to amend Ordinance No.2023-020, and the Official Budget of the City for Fiscal Year 2023-24 to adjust debt service expenses by amending budgeted expenses in both Fund 02 (Utility Fund) and Fund 04 (Debt Service Fund), NOW THEREFORE,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS AS FOLLOWS:**

SECTION 1. ENACTED

THAT the Official Budget of the City of Wolfforth for Fiscal Year 2023-24, adopted by Ordinance No. 2023-020 is hereby amended by the City Council as shown on Attachment A

SECTION 2. DIRECTION REGARDING BUDGET

The City Secretary is directed to keep and maintain a copy of such Official Budget, as amended, on file in their office available for inspection by citizens and the general public. Additionally, a true and correct copy of the approved Budget amendments shall be filed with the municipal clerk.

SECTION 3. CUMULATIVE AND CONTROL

This Ordinance shall be cumulative of all provisions of ordinances of the City of Wolfforth, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining

portions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Wolfforth in adopting and of the Mayor in approving this ordinance, that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation, and to this end all provisions of this Ordinance are declared to be severable.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its adoption.

PASSED AND APPROVED on this the 16<sup>th</sup> day of September 2024.

\_\_\_\_\_  
CHARLES ADDINGTON, II, MAYOR  
CITY OF WOLFFORTH

ATTEST:

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

## Attachment A

\$212,523.50 expense total will be reallocated from the Utility Fund (Fund 02) as shown

02-000-48108-000	2020 Tax Note Principal	-\$138,600
02-000-48109-000	2020 Tax Note Interest	-\$14,850
02-000-48150-000	Debt Service Paying Agent Fees	-\$99
02-000-48114-000	2021 Tax Note Principal	-\$54,600
02-000-48115-000	2021 Tax Note Interest	-\$4,329
02-000-48150-000	Debt Service Paying Agent Fees	-\$45.50

To the Debt Service Fund (Fund 04) as shown.

04-000-48108-000	2020 Tax Note Principal	\$138,600
04-000-48109-000	2020 Tax Note Interest	\$14,850
04-000-48150-000	Debt Service Paying Agent Fees	\$99
04-000-48114-000	2021 Tax Note Principal	\$54,600
04-000-48115-000	2021 Tax Note Interest	\$4,329
04-000-48150-000	Debt Service Paying Agent Fees	\$45.50



# AGENDA ITEM COMMENTARY

**MEETING NAME:** City Council  
**MEETING DATE:** September 16 2024  
**ITEM TITLE:** Consider and take appropriate action on Pay Request No. 4 from UCA for WolfForth Disinfection System Improvements Phase 2  
**STAFF INITIATOR:** Randy Hall

**BACKGROUND:**

There is a Pay Request for the Chloramine Conversion Phase 2 by UCA.

Pay Request 4 has been received and is attached as an exhibit to this item. The work has been approved by City Engineer and is recommended for Payment. The breakdown is as follows:

a. Original Contract Amount:	\$596,375.00
b. Work Performed this Pay Request	\$93,750.00
c. Materials Stored	\$0.00
d. Total Work Performed + Materials Sored	\$565,125.00
e. Retainage	\$37,187.95
f. Paid Previous Applications	\$443,562.05
Amount Due: (d-e-f)	\$84,375.00

**EXHIBITS:**

UCA Pay Request No. 4

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Staff Recommends payment as requested.



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

To: Kimley-Horn 4411 98th St., Suite 300 Lubbock, TX 79424	From: Utility Contractors of America, Inc. 5805 CR 7700 Lubbock, TX 79424	Application Number: 4 Application Period: 08/01/24 - 08/31/24 Application Date: 8/31/2024
---	--	---

24-240 - Wolfforth Disinfection System Improvements, Phase 2				Total This Period	Total to Date
<b>Change Order Summary</b>				ORIGINAL CONTRACT SUM	\$596,375.00
Change Orders Approved by Owner				NET CHANGE BY CHANGE ORDERS	\$0.00
Number	Date Approved	Additions	Deductions	CONTRACT SUM TO DATE (Line 1 + 2)	\$596,375.00
				WORK COMPLETED	\$93,750.00
				MATERIALS STORED	\$0.00
				TOTAL COMPLETED & STORED	\$93,750.00
				RETAINAGE:	
				10% of Completed Work and Stored Material	\$9,375.00
				AMOUNT ELIGIBLE TO DATE	\$527,937.05
				LESS PREVIOUS APPLICATIONS	\$443,562.05
				<b>AMOUNT DUE THIS APPLICATION</b>	<b>\$84,375.00</b>
				BALANCE TO FINISH, PLUS RETAINAGE	\$68,437.95
TOTALS		\$0.00	\$0.00		
NET CHANGE BY CHANGE ORDERS		\$0.00			

**Contractor's Certification**

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

Your check may be converted to ACH

Approved For Payment:

By: [Signature] Date: 9/6/24  
Utility Contractors of America, Inc.

By: [Signature] Date: 9/6/24  
Kimley-Horn



Progress Estimate

Job Name:		24-240 - Wolfforth Disinfection System Improvements, Phase 2						Application Number:		4			
Application Period:		08/01/24 - 08/31/24						Application Date:		8/31/2024			
A		B				C		D		E		F	
Item						Work Completed							
						This Period		Previous Period		To Date			
Item	Description	Units	Quantity	Unit Price	Scheduled Value	Quantity	Amount	Quantity	Amount	Quantity	Amount	% (G/B)	Balance to Finish (B-G)
01	12"C900 Waterline, Mixer, & Tank Fill Pipe	LS	1	\$310,000.00	\$310,000.00		\$ -	1.00	\$ 310,000.00	1.00	\$ 310,000.00	100.00%	
02	Sample Pex Tubing, Sample Port, & Analyze	LF	165	\$275.00	\$45,375.00		\$ -	165.00	\$ 45,375.00	165.00	\$ 45,375.00	100.00%	
03	Electrical/Controls	LS	1	\$125,000.00	\$125,000.00	0.75	\$ 93,750.00	0.00	\$ -	0.75	\$ 93,750.00	75.00%	\$ 31,250.00
04	Flow Meter, Valve & Vault	EA	1	\$116,000.00	\$116,000.00		\$ -	1.00	\$ 116,000.00	1.00	\$ 116,000.00	100.00%	
<b>Totals</b>					<b>\$596,375.00</b>		<b>\$ 93,750.00</b>		<b>\$ 471,375.00</b>		<b>\$ 565,125.00</b>	<b>94.76%</b>	<b>\$ 31,250.00</b>





## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	September 16, 2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on first reading of the resolution for EDC land purchase, legal description Crestridge TR F.
<b>STAFF INITIATOR:</b>	Danielle Sweat, Economic Development Director

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### **BACKGROUND:**

The EDC has approved the purchase of property 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 in particular would-be prime location for retail. This project has had two public hearings. Our next steps are two readings of the resolution.

### **EXHIBITS:**

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

Reading of the 1<sup>st</sup> resolution



**RESOLUTION NO. 2024-033**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH  
AUTHORIZING THE ECONOMIC DEVELOPMENT CORPORATION TO  
PURCHASE LAND TO PROMOTE NEW AND EXPANDED BUSINESS.**

**WHEREAS**, the Texas Legislature in Local Government Code 505.158 allows Type B economic development corporations created by a municipality with a population under 20,000 to promote new or expanded business within the community; and

**WHEREAS**, the City of Wolfforth currently has a population of under 20,000; and

**WHEREAS**, the Wolfforth Economic Development Corporation (“EDC”) at their August 13, 2024 regular meeting, held a public hearing regarding a proposed the purchase of land to promote new and expanded business; and

**WHEREAS**, the Wolfforth City Council held a public hearing on August 19, 2024 to consider authorizing the purchase of land by the Wolfforth Economic Development Corporation;

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

Section 1. **Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made hereof for all purposes as findings of fact.

Section 2. **Proceedings.** The City Council of the City of Wolfforth approved the proposed contribution by the Wolfforth Economic Development Corporation for the purpose of purchasing land to promote new and expanded business. The Contract for Sale of Real Property is attached hereto as Exhibit “A”.

Section 3. **Execution of Documents.** The president of the Wolfforth Economic Development Corporation is authorized to execute all documents related to this Resolution.

Section 4. **Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notices of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, of the Texas Government Code.

**Passed by the City Council on first reading on 16<sup>th</sup> day of September 2024**

**Passed by the City Council on second reading on 7<sup>th</sup> day of October 2024**

CITY OF WOLFFORTH, TEXAS

---

Charles Addington, II, Mayor

Attest

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Terri Robinette, City Secretary

DRAFT



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	September 16, 2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on nominations to the Lubbock County Appraisal District's Board of Directors
<b>STAFF INITIATOR:</b>	Randy Criswell, City Manager

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### **BACKGROUND:**

We've received notice that the selection process for Appraisal District Directors is underway. I've attached information recently received from LCAD for your review. If you would like to nominate someone for the Board of Directors, you have until October 15 to do so. Procedurally, the current board members eligible for reappointment are considered nominated automatically.

Nominations must be received by October 15, and the election process will occur between now and mid-December. If it is your wish to nominate someone, we will need to prepare a Resolution to that effect, to be considered at the October 7 Council meeting. If Wolfforth doesn't intend to make any nominations, we will still cast our votes at a future meeting.

The information attached shows the distribution of votes between the taxing entities.

### **EXHIBITS:**

LCAD letter

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

No action required; direct staff to prepare a nomination resolution if desired.

# LUBBOCK CENTRAL APPRAISAL DISTRICT

TIM RADLOFF, RPA, RTA, CCA  
Chief Appraiser / Administrator

OFFICE OF THE  
CHIEF APPRAISER



August 27, 2024

Dr. Charles Addington  
Mayor  
City of Wolfforth  
P.O. Box 36  
Wolfforth, TX 79382-0036

Dear Dr. Addington:

It is time once again to conduct the selection process for appraisal district directors. SB2, passed during the 88<sup>th</sup> Legislature 2<sup>nd</sup> Special Session, states that appointed district directors shall serve staggered four-year terms. In the past, the directors served two-year terms. Last year during the selection process, directors were appointed to serve a one-year term beginning January 1, 2024 and ending December 31, 2024 to comply with SB2. The five directors appointed during the 2024 selection process will serve staggered terms with two terms ending December 31, 2025 and three terms ending December 31, 2027. Thereafter all appointed directors will serve four-year terms with the nomination process in every other odd numbered year.

Another change made by SB2 that I would like to remind you of is the increase in the number of total appraisal district directors. As of July 1, 2024, the district's board is made up of nine directors. Five are appointed by the taxing units as outlined below as you have done in the past. Three directors were elected during the general election, which took place May 4, 2024. Terms for the three elected directors began July 1, 2024 and end December 31, 2026. The County Tax Assessor-Collector fills the ninth position.

Section 6.03 of the Texas Property Tax Code, establishes the selection process for taxing unit appointments of five appraisal district directors. This process is not an "election" governed by the Texas Election Code but an independent procedure unique to the property tax system. **To be valid nominations MUST be by RESOLUTION of your GOVERNING BODY and submitted to the CHIEF APPRAISER BEFORE OCTOBER 15, 2024.**

Your current board members, all of whom are eligible for re-appointment, are:

***Sonny Garza, Lubbock***  
City Bank

***Brady Goen, Shallowater***  
Texas Boys Ranch and Farmer

***Greg Jones, Lubbock***  
Prosperity Bank, retired

***Noe Reynolds, Lubbock***  
Noe's Automotive Service

***Bobby McQueen, Lubbock***  
McQueen Company Realtors

Board of Directors' Selection Process  
August 27, 2024  
Page 2

The following are several important dates for the selection process as contained in Section 6.03 of the Texas Property Tax Code:

**Before October 1** - The chief appraiser shall calculate the number of votes to which each taxing unit is entitled and shall deliver written notice; (1) to the county judge and each commissioner of the county served by the appraisal district; (2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager; and (3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of each school district.

**Before October 15** - The presiding officer of the governing body of the unit shall submit the name(s) of the unit's nominee(s), if any, to the chief appraiser. (Each taxing unit that is entitled to vote **may nominate by resolution adopted by its governing body** one candidate for each position to be filled on the board of directors.)

**Before October 30** - The chief appraiser shall prepare a ballot listing the candidates alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

**Before December 15** - The governing body of each taxing unit entitled to vote shall determine its vote **by resolution and submit it to the chief appraiser.**

**Before December 31** - The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results to the governing body of each taxing unit in the district and to the candidates. The chief appraiser shall resolve a tie vote by any method of chance.

Enclosed you will find the number of votes to which each taxing unit is entitled as prescribed by Section 6.03 (d) and (e) of the Texas Property Tax Code. Thank you for your interest and participation in this selection process. If you have any questions concerning this matter, please contact me at your convenience.

Respectfully submitted,



Tim Radloff

Enclosure

cc: Randy Criswell  
Terri Robinette

## 2024 CALCULATION OF VOTES TO SELECT FIVE DIRECTORS FOR THE LUBBOCK CENTRAL APPRAISAL DISTRICT

TAXING UNIT	2023 LEVY	PERCENTAGE 2023 LEVY TOTAL LEVY	X 1000	X Number of Directors	Number of Votes
<b>CITIES</b>					
Abernathy	200,713	0.03845%	0.38	5	2
Idalou	812,141	0.15556%	1.56	5	8
Lubbock	123,109,846	23.58104%	235.81	5	1,178
New Deal	310,052	0.05939%	0.59	5	3
Ransom Canyon	1,169,076	0.22393%	2.24	5	11
Shallowater	1,646,068	0.31530%	3.15	5	16
Slaton	1,596,675	0.30583%	3.06	5	15
Wolfforth	5,301,478	1.01547%	10.15	5	51
<b>SCHOOLS</b>					
Abernathy	1,159,829	0.22216%	2.22	5	11
Frenship	71,093,955	13.61767%	136.18	5	681
Idalou	4,462,913	0.85485%	8.55	5	43
Lorenzo	82,706	0.01584%	0.16	5	1
Lubbock-Cooper	60,644,487	11.61613%	116.16	5	581
Lubbock	119,836,227	22.95400%	229.54	5	1,148
New Deal	6,132,902	1.17473%	11.75	5	59
Roosevelt	3,027,289	0.57986%	5.80	5	29
Shallowater	6,242,752	1.19577%	11.96	5	60
Slaton	6,727,929	1.28870%	12.89	5	64
Southland	6,824	0.00131%	0.01	5	0
<b>COUNTY</b>					
Lubbock County	108,507,375	20.78402%	207.84	5	1,039
<b>TOTALS</b>	<b>522,071,239</b>	<b>1.00000</b>	<b>1,000</b>		<b>5,000</b>



# AGENDA ITEM COMMENTARY

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**MEETING NAME:** City Council  
**MEETING DATE:** September 16, 2024  
**ITEM TITLE:** Consider and take appropriate action on All Hale Meat performance agreement with the WolfForth EDC.  
**STAFF INITIATOR:** EDC Director- Danielle Sweat

---

**BACKGROUND:**

The WolfForth EDC and City Council have previously approved a \$50,000 grant to All Hale Meats for the expansion of their business. The EDC has been working with Mike Guevara to create the performance agreement. On September 3, 2024 the EDC approved the performance agreement you see today. Terry Hale and I went over the questions he had, and he is ready to move forward with this agreement.

**EXHIBITS:**

All Hale Meats Performance Agreement

**COUNCIL ACTION/STAFF RECOMMENDATION:**

EDC Board recommends approval of All Hale Meat Agreement

**RESOLUTION NO. 2024-034**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A PERFORMANCE AGREEMENT BETWEEN THE WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION AND ALL HALE MEATS, LLC, FOR INCENTIVES TO PROMOTE EXPANDED BUSINESS DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council desires to authorize the execution of a performance agreement between the Wolfforth Economic Development Corporation and All Hales Meats, LLC for incentives to promote expanded business development.

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

**SECTION 1.** The City Council hereby approves the execution of a performance agreement between the Wolfforth Economic Development Corporation and All Hales Meats, LLC for incentives to promote expanded business development 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 16th day of September 2024.

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

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



**Performance Agreement between the Wolfforth Economic Development Corporation and All Hale Meats, LLC, for Incentives to Promote Expanded Business Development in Wolfforth, Texas**

This Performance Agreement (“Agreement”) is entered into on September \_\_\_, 2024, by and between the **Wolfforth Economic Development Corporation** (“WEDC”), a Texas development corporation authorized under the Texas Development Corporation Act (“Act”), and **All Hale Meats, LLC** (“Company”).

**WHEREAS**, the WEDC is a Type B economic development corporation; and

**WHEREAS**, the Act authorizes economic development corporations created by municipalities with a population of 20,000 or less to undertake projects that fund expenditures found by the Board to promote new or expanded business development and undertake projects that advertise and publicize the City for new and expanded business; and

**WHEREAS**, the City of Wolfforth currently has a population of less than 20,000; and

**WHEREAS**, Company operates a meat market at 903 W. 5<sup>th</sup> Street, Wolfforth, Texas 79382 (the “Facility”); and

**WHEREAS**, Company and its founders have operated a meat market in the Lubbock area since 1949; and

**WHEREAS**, Company has committed to invest at least \$1,376,000.00 in the Property to expand its operation at the Property which will include new construction to allow increased capacity to operate its meat market and begin production of jerky and other ready to eat food (the “Project”); and

**WHEREAS**, as a result of the Project, Company will also create new primary jobs at the Property; and

**WHEREAS**, the WEDC Board finds that an incentive to the Company will expand business development within the City of Wolfforth.

**Now, Therefore**, subject to the execution of this Agreement to memorialize and obligate funds provided hereunder in the form to be provided by the WEDC, the parties agree as follows:

**1. Definitions.** As used in this Agreement, the following terms have the following meanings:

“Position” means a permanent, full-time, Company benefit-eligible employee working at least 37.5 hours per week at the Facility who receives full-time wages paid by Company for a period of at least six months at the Facility. References to “Company” herein shall also include affiliates of Company. To be a “New Position”, an employee must represent an increase in the total, permanent level of employment at the Facility. Positions shall not be considered New Positions if they replaced occupants of New

Positions or full-time positions from an earlier reduction in the number of full-time employees in the City of Wolfforth. New Positions must be Primary Jobs. Additionally, New Positions will only be considered New Positions to the extent their additions increase the total employment level by Company at the Facility at the time of the initiation of this agreement.

"Payroll Statement" means a written statement setting forth the monthly, quarterly, and annual (as applicable) payroll at the Facility and the amount of wages paid to each full-time employee at the Facility.

"Primary Job" means a primary job as defined in Texas Local Gov't Code 501.002.

**1. Incentive - WEDC's Total Maximum Obligation: \$50,000.00**

- 1.1 WEDC agrees, as an incentive for the Project, to provide a forgivable loan to Company in the amount of \$50,000.00 (the "Loan Amount") to assist in the Project.
- 1.2 Subject to the provisions below, Company will pay back the full Loan Amount to WEDC on or before December 31, 2025.
- 1.3 As a condition of the receipt of any portion of the incentive, Company agrees to request annexation of any property adjacent to the Property that it purchases within twenty years following the execution of this Agreement. Until such annexation, Company agrees to comply with C3 zoning and the requirements in the Meat Processing with Retail Front commercial use category as set forth in the Wolfforth Zoning Ordinance as of the date of this Agreement.
- 1.4 Company will provide to WEDC applicable Payroll Statements and quarterly Texas Workforce Commission wage reports showing the employment of the New Positions no later than January 10<sup>th</sup> of each year of this Agreement.
- 1.5 WEDC will forgive the Loan Amount on January 31, 2026, if Company provides proof that the Company is still in operation, has invested at least \$1,376,000.00 into the Facility for the Project and is then employing at least eight (8) New Positions.
- 1.6 Company agrees that it will continue its practice of not discharging any prohibited waste into the City of Wolfforth wastewater system.
- 1.7 Company must submit construction documents, receipts or other proof of payment as required by the WEDC Board with each reimbursement request.

**3. No Waiver.** No delay or omission by either party in exercising any right that may accrue to it pursuant to this Agreement will operate as a waiver of any other right that may accrue pursuant hereto.

**4. Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action arising out of or in connection with this Agreement shall be in Lubbock County, Texas.

**5. Representation by Parties.** The WEDC shall not be the guarantor of Company's success and shall not be liable for any failure to provide incentives not specifically set forth in this Agreement. Any representations by WEDC concerning the availability of incentives hereunder are subject to the approval of the Wolfforth City Council.

**6. Term.** Unless otherwise provided in this Agreement, the Term of this Agreement shall end on the later of the following events:

- a. The date City has forgiven the full Loan Amount; or
- b. The date Company has repaid the full Loan Amount; or
- c. The date Company requests annexation of the property on which the Facility exists.

The annexation commitment in 1.2 of this Agreement will survive the termination of this Agreement. City will file copy of this Agreement with Lubbock County.

**7. Amendment.** This Agreement and said attachments, if any, may only be amended, supplemented, modified, or canceled by a duly executed written instrument agreed to by both parties.

**8. Notice.** All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof and confirmed by telephone by sender, (b) one (1) Business Day after having deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

WEDC: Wolfforth Economic Development Corporation  
P.O. Box 36  
Wolfforth, TX 79382

Company: All Hale Meats, LLC  
903 W. 5<sup>th</sup> Street  
Wolfforth, Texas 79382

or addressed as such party may from time to time designate by written notice to the other parties. "Business Day" shall mean any day other than a Saturday, Sunday, or any other day on which commercial banks in the State of Texas are not open for business.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

**9. Authority.** The parties have the power and authority to enter into the transactions contemplated by this Agreement and to conduct their obligations hereunder and have complied with all state laws and ordinances relating to this Agreement. The individuals signing this Agreement have the authority to enter into this Agreement on behalf of their represented party.

**10. Use of Proceeds.** Company agrees to use all funds received from WEDC pursuant to this Agreement for (or as reimbursement for) the "costs" (as that term is defined in Tex. Loc. Gov't Code Ann. § 501.152, as of the date of this Agreement) of this Project related to the creation or retention of primary jobs as provided by Tex. Loc. Gov't Code Ann. § 501.101.

**11. Compliance with Tex. Gov't Code § 2264.001.** In accordance with Tex. Gov't Code §§ 2264.001 through 2264.101, Company does not and will not knowingly employ an undocumented worker during the term of this Agreement in violation of Texas or federal law. If, during the term of this Agreement, Company or a branch, division, or department of Company is convicted of a violation under 8 U.S.C. Section 1324a(t), Company shall repay the entire amount of the public subsidy with the addition of interest at the rate of 5% simple annual interest as required by Tex. Gov't Code § 2264.053, not later than the 120th day after the date the WEDC notifies the Company of the violation.

**12. Compliance with Tex. Gov't Code §§ 501.156 through 501.158.** The parties agree that this Agreement complies with Tex. Loc. Gov't Code §§ 501.156 through 501.158, by: (1) being intended to benefit the WEDC, (2) providing that default on this Agreement is enforceable as provided by Tex. Loc. Gov't Code § 501.157, in addition to retaining other enforcement remedies provided by Texas law, and (3) providing a schedule as stated in this Agreement for additional jobs and capital investment as consideration for direct incentives provided herein and providing for repayment obligations.

**13. Indemnity.** Company shall indemnify, save and hold harmless WEDC and the City of Wolfforth and their respective officers, directors, employees, representatives and agents (collectively, the "Indemnified Parties") from and against: (i) any and all claims, demands, actions, or causes of action that are asserted against any Indemnified Party by any person or entity if the claim, demand, action or cause of action directly or indirectly relates to a claim, demand, action, or cause of action attributable to the acts or omissions of Company, any affiliate of Company or any officer, employee or partner of Company; (ii) any and all claims, demands, actions or causes of action that are asserted against any Indemnified Party if the claim, demand, action or cause of action directly or indirectly relates to funds received by Company pursuant to this agreement, Company's use of the proceeds of funds received pursuant to this agreement or the relationship of Company and WEDC pursuant to this agreement; and (iii) any and all liabilities, losses, costs or expenses (including attorneys' fees and disbursements) that any Indemnified Party suffers or incurs as a result of any of the foregoing; provided, however, that Company shall have no obligation pursuant to this provision to any Indemnified Party with respect to any of the





# AGENDA ITEM COMMENTARY

**MEETING NAME:** City Council

**MEETING DATE:** September 16, 2024

**ITEM TITLE:** Conduct a Public Hearing on Ordinance No. 2024-023 an ordinance establishing impact fees for water system improvements

**FOLLOWED BY THIS ITEM:**  
Consider and take appropriate action on Ordinance No. 2024-023 an ordinance establishing impact fees for water system improvements.

**STAFF INITIATOR:** Randy Criswell, City Manager

## BACKGROUND:

This commentary will apply to the next two items. At the August 5 City Council meeting, you received a final report from Newgen Strategies pertaining to the implementation of a Water Impact Fee. At that meeting, the Public Hearing date for adoption of the Water Impact Fees was set for tonight, September 16, 2024. Since that meeting, we have prepared the ordinance for adoption of the Impact Fees. The full impact fee is \$4,372 for a one-inch water meter, with increased pricing for other meter sizes. There will be a discount applied to the fee in each of the first five years, and will look like this for a one-inch meter (we are not proposing any discount for meters larger than one inch):

- FY 2025: 54% discount, FY 2025 fee = \$2,000
- FY 2026: 41% discount, FY 2026 fee = \$2,600
- FY 2027: 27% discount, FY 2027 fee = \$3,200
- FY 2028: 13% discount, FY 2028 fee = \$3,800
- FY 2029: No discount, FY 2029 and forward, fee = \$4372

It is important to remember impact fees must be reviewed periodically. If the CIP changes, the impact fees must change accordingly. We will be bringing forth a recommendation to the Council in the future about some possible changes to the CIAC, and as we move ahead with the implementation of our CIP, we will closely monitor costs and projects to ensure any adjustments are made appropriately.

## EXHIBITS:

- Ordinance
- Water Rate Study by NewGen Strategies from August 5, 2024
- Scenario 2- Impact Fee Phase-In
- Adoption Fee Schedule for Phase-In Approach
- Capital Improvement Projects Timeline
- Water Rate Study by NewGen Strategies from September 2023
- Memorandum about WolfForth Impact Fee Determination by NewGen

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Council must perform two actions:

1. Conduct a Public Hearing on Ordinance adopting Water Impact Fees
2. Adopt the Ordinance



August 5, 2024

# CITY OF WOLFFORTH, TX WATER & WASTEWATER RATE STUDY





# IMPACT FEE PHASE-IN

- With a Phase-In, Impact Fees are Proposed to Start at \$2,000 in FY 2025 and Increase by \$600 Until the Full Amount of \$4,372 is Reached in FY 2029

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
<b>Impact Fee Revenue</b>						
New Connections	406	406	406	406	406	406
Full Impact Fee	\$ 4,372	\$ 4,372	\$ 4,372	\$ 4,372	\$ 4,372	\$ 4,372
Impact Fee Phase In (%)	0%	46%	59%	73%	87%	100%
Impact Fee charge per Connection	\$ 0	\$ 2,000	\$ 2,600	\$ 3,200	\$ 3,800	\$ 4,372

# IMPACT FEE METER EQUIVALENCIES WITH PHASE-IN

Meter Size	Meter Equivalents	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
1" or less	1.00	2,000	2,600	3,200	3,800	4,372
1 1/2"	2.00	4,000	5,200	6,400	7,600	8,744
2"	3.20	6,400	8,320	10,240	12,160	13,990
3"	6.00	12,000	15,600	19,200	22,800	26,232
4"	10.00	20,000	26,000	32,000	38,000	43,720
6"	20.00	40,000	52,000	64,000	76,000	87,440
8"	32.00	64,000	83,200	102,400	121,600	139,904

# RESIDENTIAL BILL IMPACT COMPARISON – 1” (8,000 GALLONS)



# WATER RATES

Scenario 1: No Impact Fee Phase-In

	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
<b>Fixed Charges (\$ / Month)</b>							
EDR Fee	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29
All meters	75.62	75.62	77.66	77.66	82.66	82.66	82.66
<b>Volumetric Charges (\$ / kgal)</b>							
<b>Excluding Cost of Purchased Water</b>							
0 – 3,000 gal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
3,000 – 15,000 gal	3.32	3.32	3.41	3.41	3.41	3.41	3.41
15,000 – 30,000 gal	4.49	4.49	4.61	4.61	4.61	4.61	4.61
30,000 – 50,000 gal	6.05	6.05	6.21	6.21	6.21	6.21	6.21
50,000+ gal	8.17	8.17	8.39	8.39	8.39	8.39	8.39
<b>Cost of Water<sup>1</sup></b>	<b>\$ 4.47</b>	<b>\$ 4.47</b>	<b>\$ 4.47</b>	<b>\$ 4.47</b>	<b>\$ 6.14</b>	<b>\$ 6.14</b>	<b>\$ 6.14</b>
<b>Including Cost of Purchased Water</b>							
0 – 3,000 gal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
3,000 – 15,000 gal	7.79	7.79	7.88	7.88	9.55	9.55	9.55
15,000 – 30,000 gal	8.96	8.96	9.08	9.08	10.75	10.75	10.75
30,000 – 50,000 gal	10.52	10.52	10.68	10.68	12.35	12.35	12.35
50,000+ gal	12.64	12.64	12.86	12.86	14.53	14.53	14.53

<sup>1</sup>Assumes Loop 88 comes on as water provider in FY 2027

# WATER RATES

## Scenario 2: Impact Fee Phase-In

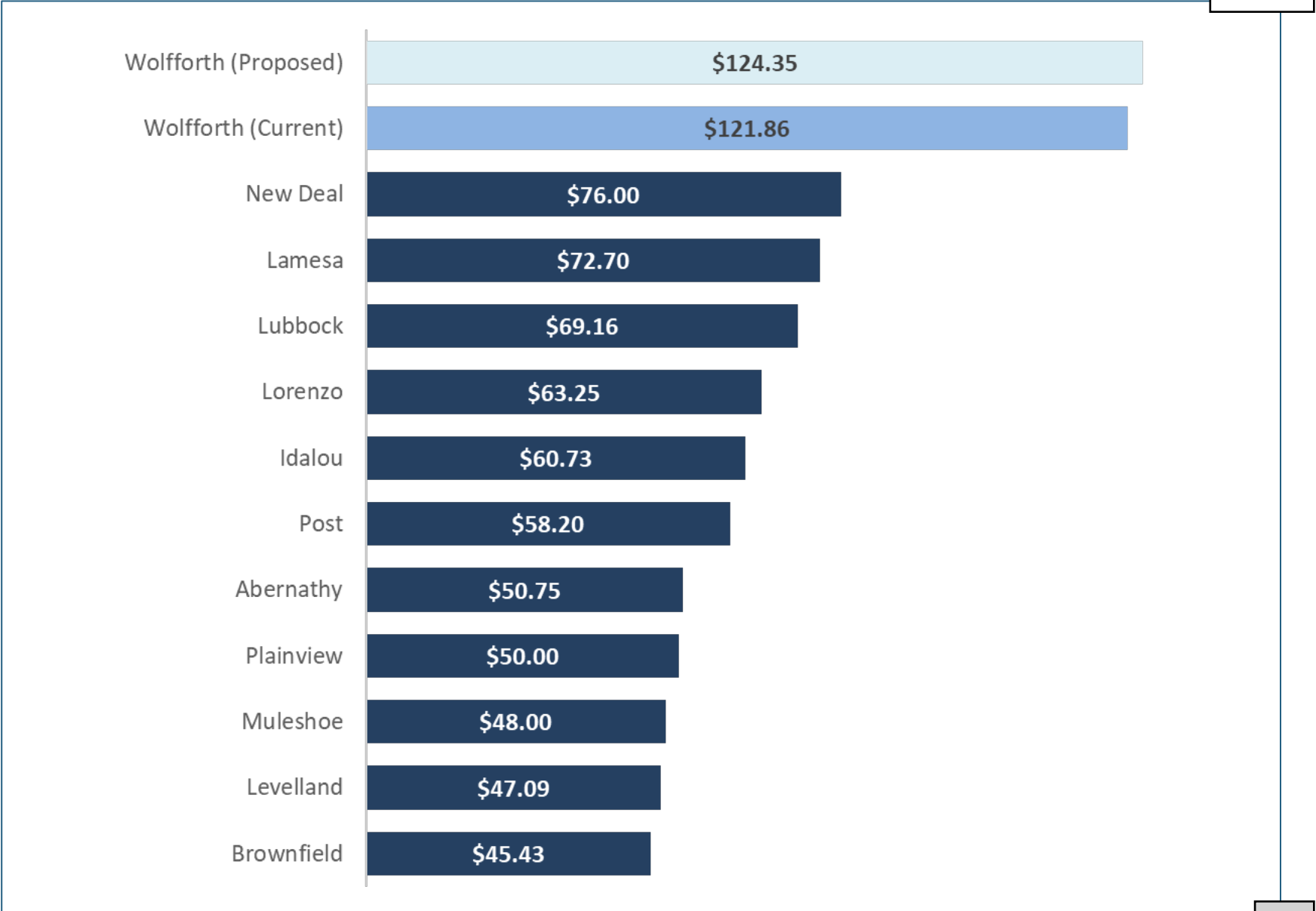
	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
<b>Fixed Charges (\$ / Month)</b>							
EDR Fee	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29
All meters	75.62	75.62	77.66	84.70	90.08	90.08	90.08
<b>Volumetric Charges (\$ / kgal)</b>							
<b>Excluding Cost of Purchased Water</b>							
0 – 3,000 gal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
3,000 – 15,000 gal	3.32	3.32	3.41	3.73	3.73	3.73	3.73
15,000 – 30,000 gal	4.49	4.49	4.61	5.04	5.04	5.04	5.04
30,000 – 50,000 gal	6.05	6.05	6.21	6.79	6.79	6.79	6.79
50,000+ gal	8.17	8.17	8.39	9.17	9.17	9.17	9.17
<b>Cost of Water<sup>1</sup></b>	<b>\$ 4.47</b>	<b>\$ 4.47</b>	<b>\$ 4.47</b>	<b>\$ 4.36</b>	<b>\$ 6.15</b>	<b>\$ 6.15</b>	<b>\$ 6.15</b>
<b>Including Cost of Purchased Water</b>							
0 – 3,000 gal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
3,000 – 15,000 gal	7.79	7.79	7.88	8.09	9.88	9.88	9.88
15,000 – 30,000 gal	8.96	8.96	9.08	9.40	11.19	11.19	11.19
30,000 – 50,000 gal	10.52	10.52	10.68	11.15	12.94	12.94	12.94
50,000+ gal	12.64	12.64	12.86	13.53	15.32	15.32	15.32

<sup>1</sup>Assumes Loop 88 comes on as water provider in FY 2027

# RESIDENTIAL BILL COMPARISON

1" Residential – 8,000  
gallons

*Regional Bill Comparison is based  
on publicly available data and  
NewGen's understanding and  
interpretation of this data*





# QUESTIONS AND DISCUSSION

**NEWGEN STRATEGIES AND SOLUTIONS**  
275 W. CAMPBELL ROAD, SUITE 440  
RICHARDSON, TEXAS 75080

**CHRIS EKRU, PARTNER AND CFO**  
(972) 232-2234  
CEKRUT@NEWGENSTRATEGIES.NET

**MEGAN KIRKLAND, MANAGER**  
(972) 432-6218  
MKIRKLAND@NEWGENSTRATEGIES.NET



## Water Capital Improvement Plan and Funding

Project Description	Cost Estimate>>>					Total
	2025	2026	2027	2028	2029	2025 - 2029
Elevated Storage Tank - Alcove	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Distribution Improvements for Elevated Tank	-	-	-	-	-	-
EDR Plant #2	14,750,000	-	-	-	-	14,750,000
Lubbock North Connection and Ground Storage	-	-	-	-	-	-
Loop 88 East Connection and Ground Storage	-	-	-	-	-	-
Loop 88 North Connection and Ground Storage	250,000	2,750,000	-	-	-	3,000,000
Harvest Wells	-	-	-	-	-	-
Overlook Wells	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ 16,000,000</b>	<b>\$ 2,750,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,750,000</b>
<u>Total CIP Funding</u>						
Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
New Debt	16,000,000	2,750,000	-	-	-	18,750,000
Existing Funds	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ 16,000,000</b>	<b>\$ 2,750,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,750,000</b>





## Water Impact Fee Fund

	2024	2025	2026	2027	2028	2029
<b>Impact Fee Fund</b>						
Beginning Balance	\$ -	\$ -	\$ 186,982	\$ -	\$ -	\$ -
<b>Revenues</b>						
Impact Fee Revenue	\$ -	\$ 812,000	\$ 1,116,500	\$ 1,421,000	\$ 1,775,032	\$ 1,775,032
Total Impact Fee Revenue Available	\$ -	\$ 812,000	\$ 1,303,482	\$ 1,421,000	\$ 1,775,032	\$ 1,775,032
<b>Expenses</b>						
Projected Debt (P&I), Growth Related	\$ -	\$ 625,018	\$ 1,661,775	\$ 1,803,686	\$ 1,803,686	\$ 1,803,686
<b>Impact Fee Revenues Used</b>	\$ -	\$ 625,018	\$ 1,303,482	\$ 1,421,000	\$ 1,775,032	\$ 1,775,032
<b>Impact Fee Ending Balance</b>	\$ -	\$ 186,982	\$ -	\$ -	\$ -	\$ -
<b>Impact Fee Revenue</b>						
Connections at Start of Year	3,021	3,427	3,833	4,239	4,645	5,051
New Connections (Rate Model)	406	406	406	406	406	406
New Connections (Impact Fee model)	406	406	406	406	406	406
Full Impact Fee (\$ / new connection) <sup>1</sup>	\$ 4,372	\$ 4,372	\$ 4,372	\$ 4,372	\$ 4,372	\$ 4,372
Impact Fee (\$ / new connection)	\$ -	\$ 2,000	\$ 2,750	\$ 3,500	\$ 4,372	\$ 4,372
Impact Fee Phase In	0%	46%	63%	80%	100%	100%
Projected Revenue	\$ -	\$ 812,000	\$ 1,116,500	\$ 1,421,000	\$ 1,775,032	\$ 1,775,032



### Water Purchases and Consumption

Water Purchases / Consumption	2024	2025	2026	2027	2028	2029
<b>Loop 88 LLC</b>						
Volumes Purchased (kgal)	0	0	0	182,500	273,750	365,000
Rate (\$ / kgal)	\$ -	\$ -	\$ -	\$ 2.00	\$ 2.00	\$ 2.00
Cost of Water Purchased	\$ -	\$ -	\$ -	\$ 365,000	\$ 547,500	\$ 730,000
<b>Lubbock, TX</b>						
Volumes Purchased (kgal)	182,500	182,500	212,917	273,750	273,750	273,750
Rate (\$ / kgal)	\$ 7.34	\$ 7.57	\$ 7.81	\$ 8.05	\$ 8.30	\$ 8.56
Cost of Water Purchased	\$ 1,339,550	\$ 1,381,528	\$ 1,662,291	\$ 2,204,206	\$ 2,273,280	\$ 2,344,518
<b>Total Cost of Water Purchased</b>	<b>\$ 1,339,550</b>	<b>\$ 1,381,528</b>	<b>\$ 1,662,291</b>	<b>\$ 2,569,206</b>	<b>\$ 2,820,780</b>	<b>\$ 3,074,518</b>
<b>Projected Water Consumption</b>						
Water Consumption over Full Year (kgal)	302,209	342,259	381,930	418,013	457,780	497,547
Share of Consumption Charged	100%	100%	100%	100%	100%	100%
Water Consumption Charged (kgal)	<b>302,209</b>	<b>342,259</b>	<b>381,930</b>	<b>418,013</b>	<b>457,780</b>	<b>497,547</b>
<b>Effective Rate of Purchased Water (\$ / kgal)</b>						
Loop 88 LLC	\$ -	\$ -	\$ -	\$ 0.87	\$ 1.20	\$ 1.47
Lubbock, TX	\$ 4.43	\$ 4.04	\$ 4.35	\$ 5.27	\$ 4.97	\$ 4.71
<b>Total Effective Rate</b>	<b>\$ 4.43</b>	<b>\$ 4.04</b>	<b>\$ 4.35</b>	<b>\$ 6.15</b>	<b>\$ 6.16</b>	<b>\$ 6.18</b>



## Water Fund Balance Summary Under Current Rates

FINANCIAL SUMMARY	2024	2025	2026	2027	2028	2029
<b>REVENUES</b>						
Water Sales <sup>1</sup>	\$ 4,639,391	\$ 5,262,858	\$ 5,884,717	\$ 6,491,337	\$ 7,113,603	\$ 7,735,869
Impact Fees	-	-	-	-	-	-
Other Revenues	334,927	367,062	400,977	436,754	474,474	514,226
<b>TOTAL REVENUES</b>	<b>\$ 4,974,319</b>	<b>\$ 5,629,919</b>	<b>\$ 6,285,694</b>	<b>\$ 6,928,091</b>	<b>\$ 7,588,077</b>	<b>\$ 8,250,095</b>
<b>EXPENSES</b>						
O&M	\$ 2,768,964	\$ 2,918,739	\$ 3,075,573	\$ 3,219,186	\$ 3,370,903	\$ 3,533,519
Water Purchases	1,339,550	1,381,528	1,662,291	2,569,206	2,820,780	3,074,518
Cash Capital Outlays	-	-	-	-	-	-
Existing Debt Service	1,106,967	1,076,440	1,079,761	1,083,765	1,080,866	1,078,883
Projected Debt Service	-	766,248	1,807,071	1,996,285	1,996,285	1,996,285
<b>TOTAL EXPENSES</b>	<b>\$ 5,215,482</b>	<b>\$ 6,142,955</b>	<b>\$ 7,624,695</b>	<b>\$ 8,868,442</b>	<b>\$ 9,268,833</b>	<b>\$ 9,683,205</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ (241,163)</b>	<b>\$ (513,035)</b>	<b>\$ (1,339,001)</b>	<b>\$ (1,940,351)</b>	<b>\$ (1,680,756)</b>	<b>\$ (1,433,110)</b>
Beginning Fund Balance	\$ 1,317,259	\$ 1,076,096	\$ 563,061	\$ (775,940)	\$ (2,716,291)	\$ (4,397,047)
Change in Fund Balance	(241,163)	(513,035)	(1,339,001)	(1,940,351)	(1,680,756)	(1,433,110)
<b>Ending Fund Balance</b>	<b>\$ 1,076,096</b>	<b>\$ 563,061</b>	<b>\$ (775,940)</b>	<b>\$ (2,716,291)</b>	<b>\$ (4,397,047)</b>	<b>\$ (5,830,157)</b>
<b>KEY FINANCIAL STATISTICS</b>						
<b>Debt Service Coverage:</b>						
Total Revenues	\$ 4,974,319	\$ 5,629,919	\$ 6,285,694	\$ 6,928,091	\$ 7,588,077	\$ 8,250,095
Less: O&M Expenses	4,108,514	4,300,267	4,737,864	5,788,392	6,191,682	6,608,036
Available for Debt Service Requirements	\$ 865,804	\$ 1,329,653	\$ 1,547,830	\$ 1,139,699	\$ 1,396,395	\$ 1,642,059
Total Debt Service Requirements	1,106,967	1,842,688	2,886,831	3,080,050	3,077,151	3,075,169
<b>Actual Debt Service Coverage</b>	<b>0.78</b>	<b>0.72</b>	<b>0.54</b>	<b>0.37</b>	<b>0.45</b>	<b>0.53</b>
<b>DSC Target</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>
<b>Additional Funds to Meet Target DSC</b>	<b>\$ 351,860</b>	<b>\$ 697,304</b>	<b>\$ 1,627,684</b>	<b>\$ 2,248,356</b>	<b>\$ 1,988,471</b>	<b>\$ 1,740,627</b>
<b>Days Cash on Hand:</b>						
Operating Expenditures	\$ 4,108,514	\$ 4,300,267	\$ 4,737,864	\$ 5,788,392	\$ 6,191,682	\$ 6,608,036
Daily O&M Requirement	11,256	11,782	12,980	15,859	16,964	18,104
Ending Fund Balance	\$ 1,076,096	\$ 563,061	\$ (775,940)	\$ (2,716,291)	\$ (4,397,047)	\$ (5,830,157)
Days of Operating Expenses	96	48	(60)	(171)	(259)	(322)
Fund Balance Requirement (\$)	\$ 1,013,058	\$ 1,060,340	\$ 1,168,240	\$ 1,427,275	\$ 1,526,716	\$ 1,629,379
Over (Short of) Requirement	63,038	(497,279)	(1,944,180)	(4,143,566)	(5,923,763)	(7,459,536)

### Notes:

[1] Assuming 5% uncollectible revenue



## Projected Water Rates

FY	Current	2024	2025	2026	2027	2028	2029
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### Inside City Water & Outside City Water

#### Fixed Charges:

##### EDR Fee (\$ per month)

EDR Fee	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29
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##### Minimum Monthly Fee (\$ per month)

5/8"	\$ 75.62	\$ 75.62	\$ 76.91	\$ 81.63	\$ 87.01	\$ 87.01	\$ 87.01
3/4"	75.62	75.62	76.91	81.63	87.01	87.01	87.01
1"	75.62	75.62	76.91	81.63	87.01	87.01	87.01
1 1/2"	75.62	75.62	76.91	81.63	87.01	87.01	87.01
2"	75.62	75.62	76.91	81.63	87.01	87.01	87.01

##### Total Fixed Monthly Fee (\$ per month)

5/8"	\$ 82.91	\$ 82.91	\$ 84.20	\$ 88.92	\$ 94.30	\$ 94.30	\$ 94.30
3/4"	82.91	82.91	84.20	88.92	94.30	94.30	94.30
1"	82.91	82.91	84.20	88.92	94.30	94.30	94.30
1 1/2"	82.91	82.91	84.20	88.92	94.30	94.30	94.30
2"	82.91	82.91	84.20	88.92	94.30	94.30	94.30

#### Volumetric Charges:

##### Volumetric Rate (\$ per kgal), Exc. Cost of Purchased Water

0-3,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3,000-15,000 gal	3.32	3.32	3.38	3.60	3.60	3.60	3.60
15,000-30,000 gal	4.49	4.49	4.57	4.87	4.87	4.87	4.87
30,000-50,000 gal	6.05	6.05	6.16	6.56	6.56	6.56	6.56
50,000+ gal	8.17	8.17	8.32	8.86	8.86	8.86	8.86

##### Frenship Volumetric Rate (\$ per kgal), Exc. Cost of Purchased Water

0-3,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3,001+ gal	1.89	1.89	1.92	2.05	2.05	2.05	2.05

Cost of Water (\$ per kgal)	\$ 4.47	\$ 4.47	\$ 4.47	\$ 4.35	\$ 6.15	\$ 6.15	\$ 6.15
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##### Total Volumetric Rate (\$ per kgal)

0-3,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3,000-15,000 gal	7.79	7.79	7.85	7.95	9.75	9.75	9.75
15,000-30,000 gal	8.96	8.96	9.04	9.22	11.02	11.02	11.02
30,000-50,000 gal	10.52	10.52	10.63	10.91	12.71	12.71	12.71
50,000+ gal	12.64	12.64	12.79	13.21	15.01	15.01	15.01

##### Frenship Total Volumetric Rate (\$ per kgal)

0-3,000 gal	-	-	-	-	-	-	-
3,001+ gal	6.36	6.36	6.39	6.40	8.20	8.20	8.20

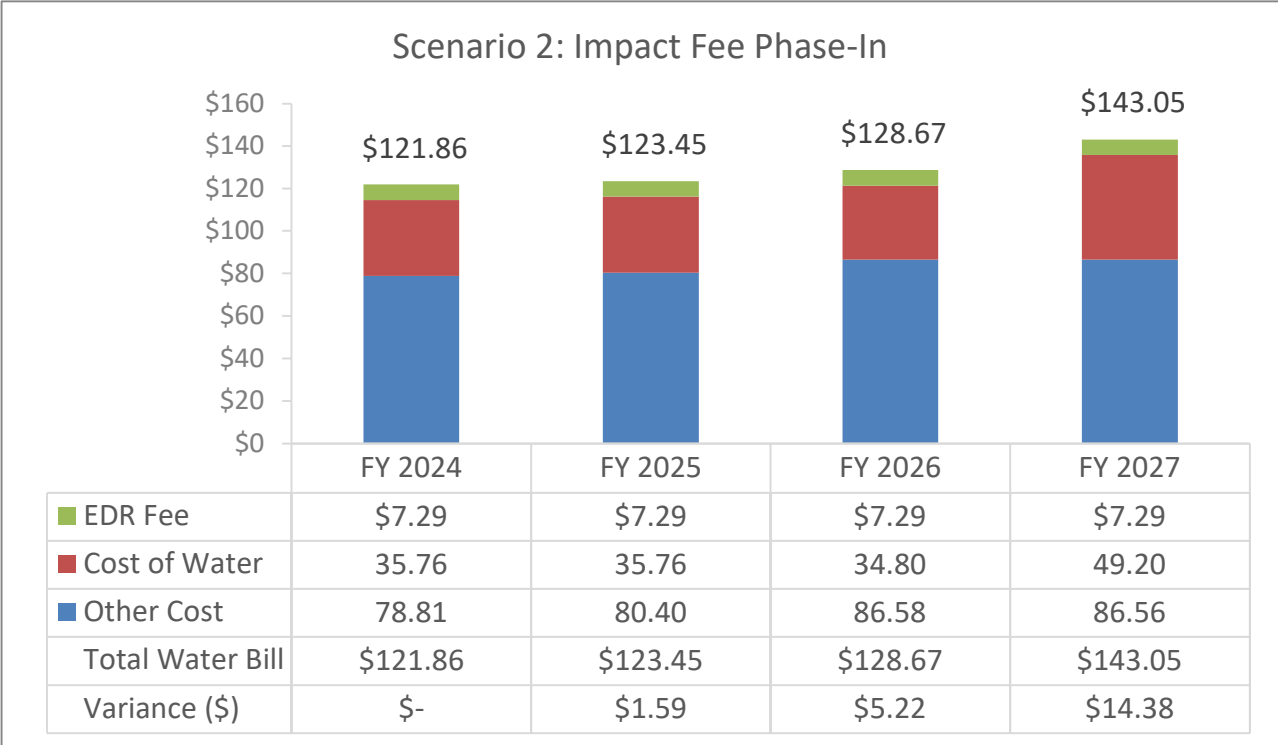
#### Annual Changes:

Fixed Charge Rate Increase %*	0.00%	1.71%	6.14%	6.59%	0.00%	0.00%
Volumetric Charge Rate Increase %*	0.00%	1.81%	6.51%	0.00%	0.00%	0.00%

\* Excluding the EDR fee and cost of purchased water



**Residential Customer Bill Impact - 5/8" (8,000 gallons)**





## Water Fund Balance Summary Under Projected Rates

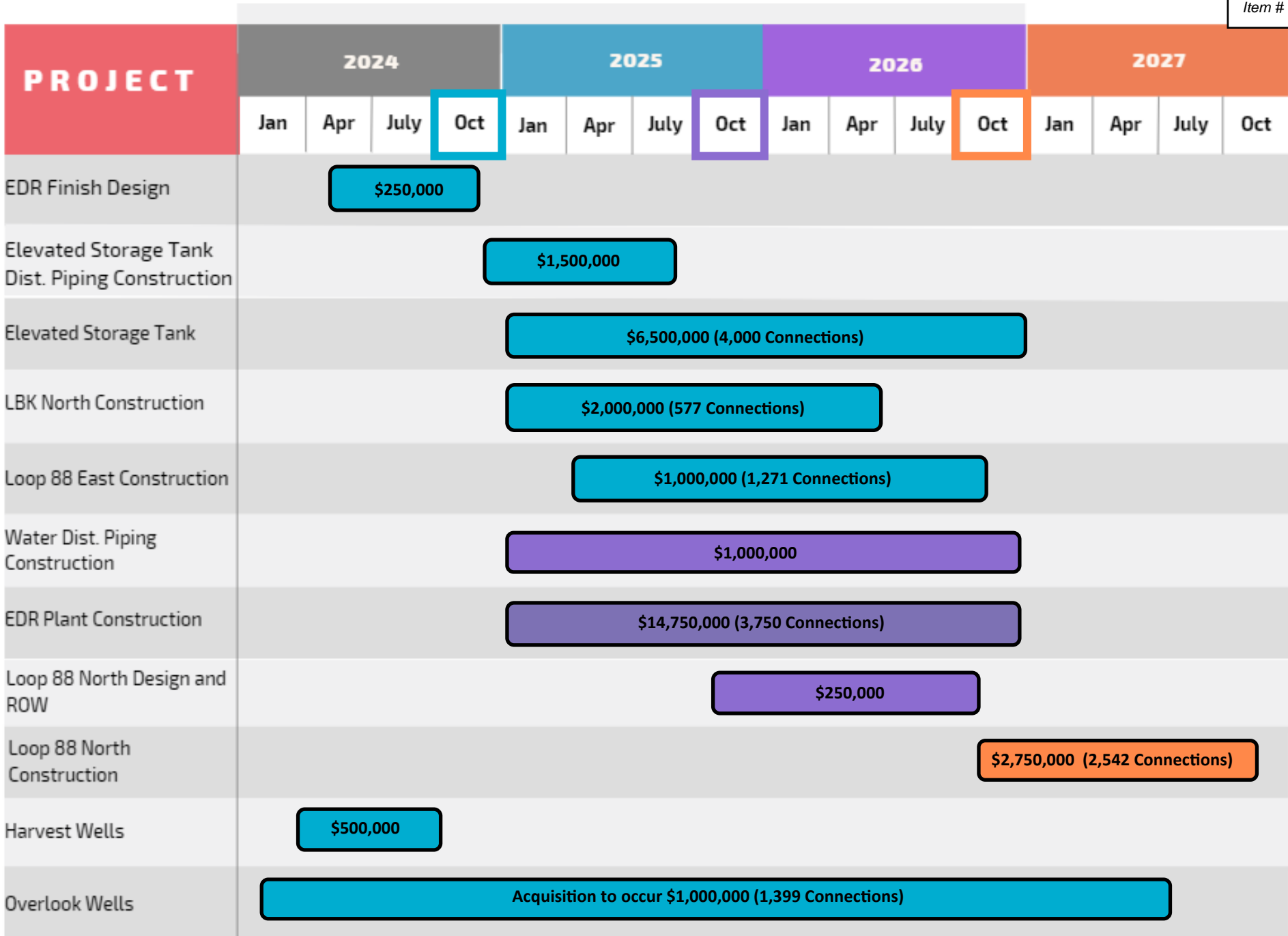
FINANCIAL SUMMARY	2024	2025	2026	2027	2028	2029
<b>REVENUES</b>						
Water Sales	\$ 4,647,096	\$ 5,337,398	\$ 6,211,208	\$ 7,603,180	\$ 8,330,914	\$ 9,058,648
Impact Fees	-	625,018	1,303,482	1,421,000	1,775,032	1,775,032
Other Revenues	334,927	367,062	400,977	436,754	474,474	514,226
<b>TOTAL REVENUES</b>	<b>\$ 4,982,023</b>	<b>\$ 6,329,477</b>	<b>\$ 7,915,668</b>	<b>\$ 9,460,933</b>	<b>\$ 10,580,421</b>	<b>\$ 11,347,907</b>
<b>EXPENSES</b>						
O&M	\$ 2,768,964	\$ 2,918,739	\$ 3,075,573	\$ 3,219,186	\$ 3,370,903	\$ 3,533,519
Water Purchases	1,339,550	1,381,528	1,662,291	2,569,206	2,820,780	3,074,518
Cash Capital Outlays	-	-	-	-	-	-
Existing Debt Service	1,106,967	1,076,440	1,079,761	1,083,765	1,080,866	1,078,883
Projected Debt Service	-	766,248	1,807,071	1,996,285	1,996,285	1,996,285
<b>TOTAL EXPENSES</b>	<b>\$ 5,215,482</b>	<b>\$ 6,142,955</b>	<b>\$ 7,624,695</b>	<b>\$ 8,868,442</b>	<b>\$ 9,268,833</b>	<b>\$ 9,683,205</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ (233,458)</b>	<b>\$ 186,523</b>	<b>\$ 290,972</b>	<b>\$ 592,492</b>	<b>\$ 1,311,587</b>	<b>\$ 1,664,701</b>
Beginning Fund Balance	\$ 1,317,259	\$ 1,083,801	\$ 1,270,323	\$ 1,561,296	\$ 2,153,787	\$ 3,465,375
Change in Fund Balance	(233,458)	186,523	290,972	592,492	1,311,587	1,664,701
<b>Ending Fund Balance</b>	<b>\$ 1,083,801</b>	<b>\$ 1,270,323</b>	<b>\$ 1,561,296</b>	<b>\$ 2,153,787</b>	<b>\$ 3,465,375</b>	<b>\$ 5,130,076</b>
<b>KEY FINANCIAL STATISTICS</b>						
<b>Debt Service Coverage:</b>						
Total Revenues	\$ 4,982,023	\$ 6,329,477	\$ 7,915,668	\$ 9,460,933	\$ 10,580,421	\$ 11,347,907
Less: O&M Expense	4,108,514	4,300,267	4,737,864	5,788,392	6,191,682	6,608,036
Available for Debt Service Requirements	\$ 873,509	\$ 2,029,210	\$ 3,177,804	\$ 3,672,542	\$ 4,388,738	\$ 4,739,870
Total Debt Service Requirements	1,106,967	1,842,688	2,886,831	3,080,050	3,077,151	3,075,169
<b>Actual Debt Service Coverage</b>	<b>0.79</b>	<b>1.10</b>	<b>1.10</b>	<b>1.19</b>	<b>1.43</b>	<b>1.54</b>
<b>DSC Target</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>
<b>Additional Funds to Meet Target DSC</b>	<b>\$ 344,155</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Days Cash on Hand:</b>						
Operating Expenditures	\$ 4,108,514	\$ 4,300,267	\$ 4,737,864	\$ 5,788,392	\$ 6,191,682	\$ 6,608,036
Daily O&M Requirement	11,256	11,782	12,980	15,859	16,964	18,104
Ending Fund Balance	\$ 1,083,801	\$ 1,270,323	\$ 1,561,296	\$ 2,153,787	\$ 3,465,375	\$ 5,130,076
Days of Operating Expenses	96	108	120	136	204	283
Fund Balance Requirement (\$)	\$ 1,013,058	\$ 1,060,340	\$ 1,168,240	\$ 1,427,275	\$ 1,526,716	\$ 1,629,379
Over (Short of) Requirement	70,742	209,984	393,055	726,513	1,938,659	3,500,697

**Notes:**

[1] Assuming 5% uncollectible revenue

ADOPTION OF IMPACT FEES SCHEDULE

<b>Meter Size</b>	<b>Meter Equivalents</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>
1" or Less	1.00	\$ 2,000	\$ 2,600	\$ 3,200	\$ 3,800	\$ 4,372
1 ½"	2.00	4,000	5,200	6,400	7,600	8,744
2"	3.20	6,400	8,320	10,240	12,160	13,990
3"	6.00	12,000	15,600	19,200	22,800	26,232
4"	10.00	20,000	26,000	32,000	38,000	43,720
6"	20.00	40,000	52,000	64,000	76,000	87,440
8"	32.00	64,000	83,200	102,400	121,600	139,904



Impact Fee Adoption and 1st Debt Issuance- \$12, 750,000 
  2nd Debt Issuance- \$16,000,000 
  3rd Debt Issuance- \$2,750,000



**ORDINANCE NO. 2024-023**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH AMENDING THE CODE OF ORDINANCES BY ADDING § 13.05.024 IMPACT FEES TO CHAPTER 13, ARTICLE 13.05, DIVISION 2 RATES; AMENDING APPENDIX A: FEE SCHEDULE BY ADDING THE WATER IMPACT FEES IN SECTION A1.007 METER FEES AND IMPACT FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has approved the Wolfforth Capital Improvement Plan which contains impact fees to help pay for the costs for future utility infrastructure improvements necessitated by new development;

**WHEREAS**, the Wolfforth Capital Improvement Plan Advisory Committee met on September 12, 2023 to discuss the implementation of impact fees in accordance with the Wolfforth Capital Improvement Plan; and

**WHEREAS**, based on the recommendation from the Advisory Committee, the City Council finds that it is in the best interest of the City to implement water impact fees; **NOW, THEREFORE**,

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

**Part 1. Enacted**

THAT the Code of Ordinances is amended by adding § 13.05.024 Impact Fees to Chapter 13, Article 13.05, Division 2 Rates and by amending Appendix A Fee Schedule by adding (12) to § A1.007 Meter fees and Impact fees, which added sections shall read as follows:

**A) Chapter 13 Utilities**

Article 13.05 Water and Sewer

Division 2 Rates

**§ 13.05.024 Impact Fees**

Impact fees will be assessed at platting and collected with the application for the building permit. Impact fees shall be set forth in Appendix A: Fee Schedule of this Code.

**B) Appendix A: Fee Schedule**

Sec. A1.007 Meter fees and Impact fees

- (a) 3/4" meter: \$600.00.
- (b) 1" meter: \$800.00.
- (c) 2" meter or Compound: Call for price.
- (d) Relocate meter: \$500.00.
- (e) Pull and test meter (refunded if meter is faulty): \$75.00.
- (f) Disable meter for nonpayment: \$150.00
- (g) Water impact fee: \$4,372 for a one (1) inch or smaller meter to be phased in over a period of five (5) years based upon meter size and the fiscal year during which the Final plat is recorded at the county courthouse as referenced in the City of Wolfforth Code of Ordinances Chapter 10, Section 10.05.07 (b). The phase in amounts are set forth in the chart below.

Meter Size	Meter Equivalents	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029 And Later
1" or Less	1.00	\$ 2,000	\$ 2,600	\$ 3,200	\$ 3,800	\$ 4,372
1 1/2"	2.00	4,000	5,200	6,400	7,600	8,744
2"	3.20	6,400	8,320	10,240	12,160	13,990
3"	6.00	12,000	15,600	19,200	22,800	26,232
4"	10.00	20,000	26,000	32,000	38,000	43,720
6"	20.00	40,000	52,000	64,000	76,000	87,440
8"	32.00	64,000	83,200	102,400	121,600	139,904

**Part 2. Severability**

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

**Part 3. Repeal**

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

**Part 4. Open Meetings**

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

**Part 5. Effective Date**

This Ordinance shall take effect immediately upon its passage and adoption by the City Council.

*(unapproved draft)*

**PASSED and ADOPTED** this 16<sup>th</sup> day of September 2024.

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Charles Addington, II, Mayor  
City of Wolfforth, Texas

ATTEST:

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Terri Robinette, City Secretary

DRAFT



# AGENDA ITEM COMMENTARY

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**MEETING NAME:** City Council  
**MEETING DATE:** September 16, 2024  
**ITEM TITLE:** Consider and take appropriate action on Ordinance No. 2024-024, amending water rates  
**STAFF INITIATOR:** Randy Criswell, City Manager

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**BACKGROUND:**

As we discussed throughout the budget process and while working through impact fees, you will remember the Newgen rate study includes a water rate increase for FY 2025. The increase is 2.7% and is shown in the attached documentation from Newgen. Let me draw your attention to page 5 of 11 of the Newgen report. There, you can see the EDR Fee is not proposed to change, and the minimum monthly fee increases from \$75.62 to \$77.66 (a \$2.04 increase for the base 3000 gallon user). For an 8,000 gallon per month average customer, the rate increase will be \$2.49/month. An ordinance has been prepared to adopt the amended water rates.

Summarized, here is the rate comparison:

<b>Fiscal Year</b>	<b>2024</b>	<b>2025</b>
EDR Fee	\$7.29	\$7.29
Minimum Fixed Fee	\$75.62	\$77.66
0 to 3000 gallons	\$0	\$0
3000 – 15000 gallons	\$7.79/kgal	\$7.88/kgal
15,000 – 30,000 gallons	\$8.96/kgal	\$9.08/kgal
30,000 – 50,000 gallons	\$10.52/kgal	\$10.68/kgal
50,000 + gallons	\$12.64/kgal	\$12.86/kgal
Frenship rate	\$6.36/kgal	\$6.36/kgal

**EXHIBITS:**

- Ordinance 2024-024
- Newgen Projected Water Rates report
- 2023 Ordinances establishing water rates

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Staff recommends adoption of Ordinance No. 2024-024



## Water Capital Improvement Plan and Funding

Project Description	Cost Estimate>>>					
	2024	2025	2026	2027	2028	2029
Elevated Storage Tank - Alcove	\$ 6,500,000	\$ -	\$ -	\$ -	\$ -	\$ -
Water Distribution Improvements for Elevated Tank	1,500,000	-	-	-	-	-
EDR Plant #2	250,000	14,750,000	-	-	-	-
Lubbock North Connection and Ground Storage	2,000,000	-	-	-	-	-
Loop 88 East Connection and Ground Storage	1,000,000	-	-	-	-	-
Loop 88 North Connection and Ground Storage	-	250,000	2,750,000	-	-	-
Harvest Wells	500,000	-	-	-	-	-
Overlook Wells	1,000,000	-	-	-	-	-
Water Distribution Improvements	-	1,000,000	-	-	-	-
<b>TOTAL</b>	<b>\$12,750,000</b>	<b>\$ 16,000,000</b>	<b>\$ 2,750,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total CIP Funding</b>						
Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
New Debt	12,750,000	16,000,000	2,750,000	-	-	-
Existing Funds	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$12,750,000</b>	<b>\$ 16,000,000</b>	<b>\$ 2,750,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## Water Impact Fee Fund

	2024	2025	2026	2027	2028	2029
<b>Impact Fee Fund</b>						
Beginning Balance	\$ -	\$ -	\$ 186,982	\$ -	\$ -	\$ -
<b>Revenues</b>						
Impact Fee Revenue	\$ -	\$ 812,000	\$ 1,055,600	\$ 1,299,200	\$ 1,542,800	\$ 1,775,032
Total Impact Fee Revenue Available	\$ -	\$ 812,000	\$ 1,242,582	\$ 1,299,200	\$ 1,542,800	\$ 1,775,032
<b>Expenses</b>						
Projected Debt (P&I), Growth Related	\$ -	\$ 625,018	\$ 1,661,775	\$ 1,803,686	\$ 1,803,686	\$ 1,803,686
<b>Impact Fee Revenues Used</b>	\$ -	\$ 625,018	\$ 1,242,582	\$ 1,299,200	\$ 1,542,800	\$ 1,775,032
<b>Impact Fee Ending Balance</b>	\$ -	\$ 186,982	\$ -	\$ -	\$ -	\$ -
<b>Impact Fee Revenue</b>						
Connections at Start of Year	3,424	3,830	4,236	4,642	5,048	5,454
New Connections (Rate Model)	406	406	406	406	406	406
New Connections (Impact Fee model)	406	406	406	406	406	406
Full Impact Fee (\$ / new connection) <sup>1</sup>	\$ 4,372	\$ 4,372	\$ 4,372	\$ 4,372	\$ 4,372	\$ 4,372
Impact Fee (\$ / new connection)	\$ -	\$ 2,000	\$ 2,600	\$ 3,200	\$ 3,800	\$ 4,372
Impact Fee Phase In	0%	46%	59%	73%	87%	100%
Projected Revenue	\$ -	\$ 812,000	\$ 1,055,600	\$ 1,299,200	\$ 1,542,800	\$ 1,775,032



## Water Purchases and Consumption

Water Purchases / Consumption	2024	2025	2026	2027	2028	2029
<b>Loop 88 LLC</b>						
Volumes Purchased (kgal)	0	0	0	182,500	273,750	365,000
Rate (\$ / kgal)	\$ -	\$ -	\$ -	\$ 2.00	\$ 2.00	\$ 2.00
Cost of Water Purchased	\$ -	\$ -	\$ -	\$ 365,000	\$ 547,500	\$ 730,000
<b>Lubbock, TX</b>						
Volumes Purchased (kgal)	182,500	182,500	212,917	273,750	273,750	273,750
Rate (\$ / kgal)	\$ 7.34	\$ 7.57	\$ 7.81	\$ 8.05	\$ 8.30	\$ 8.56
Cost of Water Purchased	\$ 1,339,550	\$ 1,381,528	\$ 1,662,291	\$ 2,204,206	\$ 2,273,280	\$ 2,344,518
<b>Total Cost of Water Purchased</b>	<b>\$ 1,339,550</b>	<b>\$ 1,381,528</b>	<b>\$ 1,662,291</b>	<b>\$ 2,569,206</b>	<b>\$ 2,820,780</b>	<b>\$ 3,074,518</b>
<b>Projected Water Consumption</b>						
Water Consumption over Full Year (kgal)	328,874	368,116	406,189	442,910	482,017	521,124
Share of Consumption Charged	100%	100%	100%	100%	100%	100%
Water Consumption Charged (kgal)	<b>328,874</b>	<b>368,116</b>	<b>406,189</b>	<b>442,910</b>	<b>482,017</b>	<b>521,124</b>
<b>Effective Rate of Purchased Water (\$ / kgal)</b>						
Loop 88 LLC	\$ -	\$ -	\$ -	\$ 0.82	\$ 1.14	\$ 1.40
Lubbock, TX	\$ 4.07	\$ 3.75	\$ 4.09	\$ 4.98	\$ 4.72	\$ 4.50
<b>Total Effective Rate</b>	<b>\$ 4.07</b>	<b>\$ 3.75</b>	<b>\$ 4.09</b>	<b>\$ 5.80</b>	<b>\$ 5.85</b>	<b>\$ 5.90</b>



## Water Fund Balance Summary Under Current Rates

FINANCIAL SUMMARY	2024	2025	2026	2027	2028	2029
<b>REVENUES</b>						
Water Sales <sup>1</sup>	\$ 4,902,113	\$ 5,707,400	\$ 6,315,529	\$ 6,923,659	\$ 7,531,788	\$ 8,139,917
Impact Fees	-	-	-	-	-	-
Other Revenues	331,115	343,951	371,544	400,616	431,234	463,467
<b>TOTAL REVENUES</b>	<b>\$ 5,233,228</b>	<b>\$ 6,051,352</b>	<b>\$ 6,687,073</b>	<b>\$ 7,324,275</b>	<b>\$ 7,963,022</b>	<b>\$ 8,603,384</b>
<b>EXPENSES</b>						
O&M	\$ 2,753,987	\$ 3,426,466	\$ 3,569,935	\$ 3,701,337	\$ 3,839,028	\$ 3,986,276
Water Purchases	1,339,550	1,381,528	1,662,291	2,569,206	2,820,780	3,074,518
Cash Capital Outlays	-	-	-	-	-	-
Existing Debt Service	1,106,967	1,076,440	1,079,761	1,083,765	1,080,866	1,078,883
Projected Debt Service	-	602,536	2,004,945	2,031,111	2,132,476	2,128,276
<b>TOTAL EXPENSES</b>	<b>\$ 5,200,504</b>	<b>\$ 6,486,970</b>	<b>\$ 8,316,932</b>	<b>\$ 9,385,419</b>	<b>\$ 9,873,149</b>	<b>\$ 10,267,953</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 32,724</b>	<b>\$ (435,618)</b>	<b>\$ (1,629,859)</b>	<b>\$ (2,061,144)</b>	<b>\$ (1,910,127)</b>	<b>\$ (1,664,570)</b>
Beginning Fund Balance	\$ 1,317,259	\$ 1,349,983	\$ 914,365	\$ (715,494)	\$ (2,776,638)	\$ (4,686,765)
Change in Fund Balance	32,724	(435,618)	(1,629,859)	(2,061,144)	(1,910,127)	(1,664,570)
<b>Ending Fund Balance</b>	<b>\$ 1,349,983</b>	<b>\$ 914,365</b>	<b>\$ (715,494)</b>	<b>\$ (2,776,638)</b>	<b>\$ (4,686,765)</b>	<b>\$ (6,351,334)</b>
<b>KEY FINANCIAL STATISTICS</b>						
<b>Debt Service Coverage:</b>						
Total Revenues	\$ 5,233,228	\$ 6,051,352	\$ 6,687,073	\$ 7,324,275	\$ 7,963,022	\$ 8,603,384
Less: O&M Expenses	4,093,537	4,807,994	5,232,226	6,270,543	6,659,807	7,060,794
Available for Debt Service Requirements	\$ 1,139,691	\$ 1,243,358	\$ 1,454,847	\$ 1,053,732	\$ 1,303,215	\$ 1,542,590
Total Debt Service Requirements	1,106,967	1,678,976	3,084,706	3,114,876	3,213,342	3,207,159
<b>Actual Debt Service Coverage</b>	<b>1.03</b>	<b>0.74</b>	<b>0.47</b>	<b>0.34</b>	<b>0.41</b>	<b>0.48</b>
<b>DSC Target</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>
<b>Additional Funds to Meet Target DSC</b>	<b>\$ 77,973</b>	<b>\$ 603,515</b>	<b>\$ 1,938,329</b>	<b>\$ 2,372,632</b>	<b>\$ 2,231,461</b>	<b>\$ 1,985,286</b>
<b>Days Cash on Hand:</b>						
Operating Expenditures	\$ 4,093,537	\$ 4,807,994	\$ 5,232,226	\$ 6,270,543	\$ 6,659,807	\$ 7,060,794
Daily O&M Requirement	11,215	13,173	14,335	17,180	18,246	19,345
Ending Fund Balance	\$ 1,349,983	\$ 914,365	\$ (715,494)	\$ (2,776,638)	\$ (4,686,765)	\$ (6,351,334)
Days of Operating Expenses	120	69	(50)	(162)	(257)	(328)
Fund Balance Requirement (\$)	\$ 1,009,365	\$ 1,185,533	\$ 1,290,138	\$ 1,546,161	\$ 1,642,144	\$ 1,741,018
Over (Short of) Requirement	340,617	(271,168)	(2,005,632)	(4,322,799)	(6,328,909)	(8,092,352)

### Notes:

[1] Assuming 5% uncollectible revenue





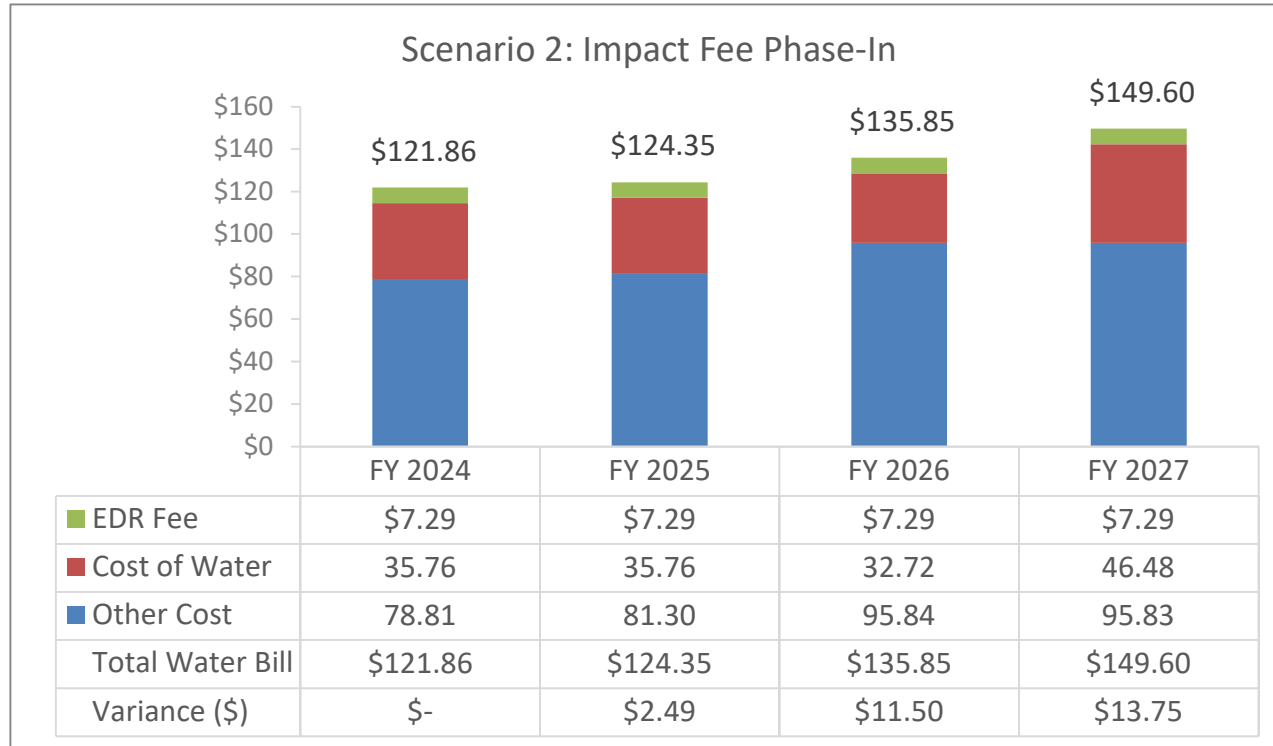
## Projected Water Rates

FY	Current	2024	2025	2026	2027	2028	2029
<b>Inside City Water &amp; Outside City Water</b>							
<b>Fixed Charges:</b>							
<i>EDR Fee (\$ per month)</i>							
EDR Fee	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29	\$ 7.29
<i>Minimum Monthly Fee (\$ per month)</i>							
5/8"	\$ 75.62	\$ 75.62	\$ 77.66	\$ 87.12	\$ 91.11	\$ 91.11	\$ 91.11
3/4"	75.62	75.62	77.66	87.12	91.11	91.11	91.11
1"	75.62	75.62	77.66	87.12	91.11	91.11	91.11
1 1/2"	75.62	75.62	77.66	87.12	91.11	91.11	91.11
2"	75.62	75.62	77.66	87.12	91.11	91.11	91.11
<i>Total Fixed Monthly Fee (\$ per month)</i>							
5/8"	\$ 82.91	\$ 82.91	\$ 84.95	\$ 94.41	\$ 98.40	\$ 98.40	\$ 98.40
3/4"	82.91	82.91	84.95	94.41	98.40	98.40	98.40
1"	82.91	82.91	84.95	94.41	98.40	98.40	98.40
1 1/2"	82.91	82.91	84.95	94.41	98.40	98.40	98.40
2"	82.91	82.91	84.95	94.41	98.40	98.40	98.40
<b>Volumetric Charges:</b>							
<i>Volumetric Rate (\$ per kgal), Exc. Cost of Purchased Water</i>							
0-3,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3,000-15,000 gal	3.32	3.32	3.41	3.83	3.83	3.83	3.83
15,000-30,000 gal	4.49	4.49	4.61	5.18	5.18	5.18	5.18
30,000-50,000 gal	6.05	6.05	6.21	6.98	6.98	6.98	6.98
50,000+ gal	8.17	8.17	8.39	9.43	9.43	9.43	9.43
<i>Frenship Volumetric Rate (\$ per kgal), Exc. Cost of Purchased Water</i>							
0-3,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3,001+ gal	6.36	6.36	6.36	6.36	6.36	6.36	6.36
<i>Cost of Water (\$ per kgal)</i>	\$ 4.47	\$ 4.47	\$ 4.47	\$ 4.47	\$ 5.80	\$ 5.80	\$ 5.80
<i>Total Volumetric Rate (\$ per kgal)</i>							
0-3,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3,000-15,000 gal	7.79	7.79	7.88	8.30	9.63	9.63	9.63
15,000-30,000 gal	8.96	8.96	9.08	9.65	10.98	10.98	10.98
30,000-50,000 gal	10.52	10.52	10.68	11.45	12.78	12.78	12.78
50,000+ gal	12.64	12.64	12.86	13.90	15.23	15.23	15.23
<i>Frenship Total Volumetric Rate (\$ per kgal)</i>							
0-3,000 gal	-	-	-	-	-	-	-
3,001+ gal	6.36	6.36	6.36	6.36	6.36	6.36	6.36
<b>Annual Changes:</b>							
Fixed Charge Rate Increase %*		0.00%	2.70%	12.18%	4.58%	0.00%	0.00%
Volumetric Charge Rate Increase %*		0.00%	2.71%	12.32%	0.00%	0.00%	0.00%

\* Excluding the EDR fee and cost of purchased water



**Residential Customer Bill Impact - 1" (8,000 gallons)**





## Water Fund Balance Summary Under Projected Rates

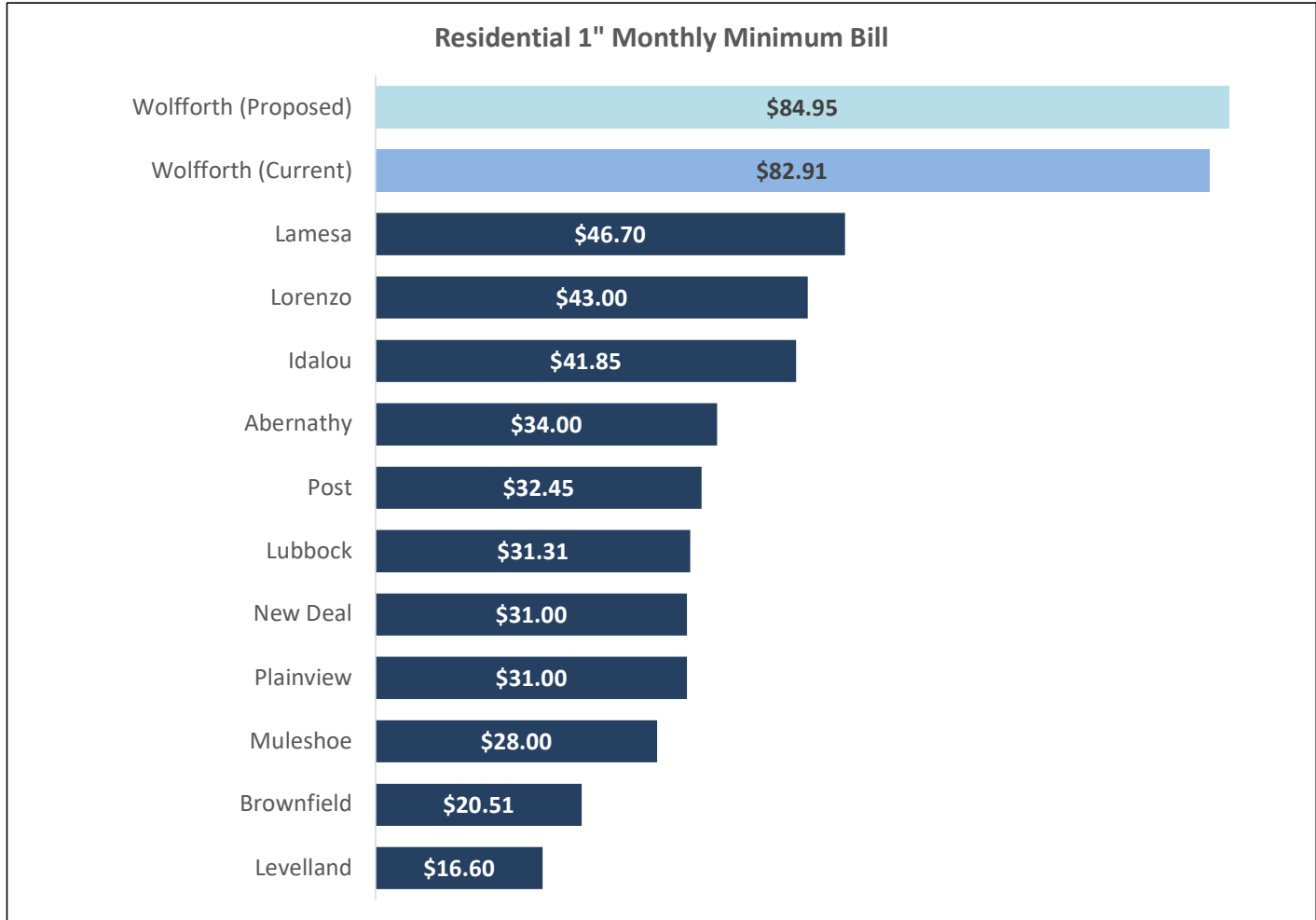
FINANCIAL SUMMARY	2024	2025	2026	2027	2028	2029
<b>REVENUES</b>						
Water Sales	\$ 4,902,113	\$ 5,819,217	\$ 7,014,293	\$ 8,261,418	\$ 8,987,755	\$ 9,714,092
Impact Fees	-	625,018	1,242,582	1,299,200	1,542,800	1,775,032
Other Revenues	331,115	343,951	371,544	400,616	431,234	463,467
<b>TOTAL REVENUES</b>	<b>\$ 5,233,228</b>	<b>\$ 6,788,186</b>	<b>\$ 8,628,419</b>	<b>\$ 9,961,234</b>	<b>\$ 10,961,789</b>	<b>\$ 11,952,591</b>
<b>EXPENSES</b>						
O&M	\$ 2,753,987	\$ 3,426,466	\$ 3,569,935	\$ 3,701,337	\$ 3,839,028	\$ 3,986,276
Water Purchases	1,339,550	1,381,528	1,662,291	2,569,206	2,820,780	3,074,518
Cash Capital Outlays	-	-	-	-	-	-
Existing Debt Service	1,106,967	1,076,440	1,079,761	1,083,765	1,080,866	1,078,883
Projected Debt Service	-	602,536	2,004,945	2,031,111	2,132,476	2,128,276
<b>TOTAL EXPENSES</b>	<b>\$ 5,200,504</b>	<b>\$ 6,486,970</b>	<b>\$ 8,316,932</b>	<b>\$ 9,385,419</b>	<b>\$ 9,873,149</b>	<b>\$ 10,267,953</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 32,724</b>	<b>\$ 301,216</b>	<b>\$ 311,487</b>	<b>\$ 575,815</b>	<b>\$ 1,088,640</b>	<b>\$ 1,684,638</b>
Beginning Fund Balance	\$ 1,317,259	\$ 1,349,983	\$ 1,651,199	\$ 1,962,686	\$ 2,538,502	\$ 3,627,142
Change in Fund Balance	32,724	301,216	311,487	575,815	1,088,640	1,684,638
<b>Ending Fund Balance</b>	<b>\$ 1,349,983</b>	<b>\$ 1,651,199</b>	<b>\$ 1,962,686</b>	<b>\$ 2,538,502</b>	<b>\$ 3,627,142</b>	<b>\$ 5,311,780</b>
<b>KEY FINANCIAL STATISTICS</b>						
<b>Debt Service Coverage:</b>						
Total Revenues	\$ 5,233,228	\$ 6,788,186	\$ 8,628,419	\$ 9,961,234	\$ 10,961,789	\$ 11,952,591
Less: O&M Expense	4,093,537	4,807,994	5,232,226	6,270,543	6,659,807	7,060,794
Available for Debt Service Requirements	\$ 1,139,691	\$ 1,980,192	\$ 3,396,193	\$ 3,690,691	\$ 4,301,982	\$ 4,891,797
Total Debt Service Requirements	1,106,967	1,678,976	3,084,706	3,114,876	3,213,342	3,207,159
<b>Actual Debt Service Coverage</b>	<b>1.03</b>	<b>1.18</b>	<b>1.10</b>	<b>1.18</b>	<b>1.34</b>	<b>1.53</b>
<b>DSC Target</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>
<b>Additional Funds to Meet Target DSC</b>	<b>\$ 77,973</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Days Cash on Hand:</b>						
Operating Expenditures	\$ 4,093,537	\$ 4,807,994	\$ 5,232,226	\$ 6,270,543	\$ 6,659,807	\$ 7,060,794
Daily O&M Requirement	11,215	13,173	14,335	17,180	18,246	19,345
Ending Fund Balance	\$ 1,349,983	\$ 1,651,199	\$ 1,962,686	\$ 2,538,502	\$ 3,627,142	\$ 5,311,780
Days of Operating Expenses	120	125	137	148	199	275
Fund Balance Requirement (\$)	\$ 1,009,365	\$ 1,185,533	\$ 1,290,138	\$ 1,546,161	\$ 1,642,144	\$ 1,741,018
Over (Short of) Requirement	340,617	465,667	672,549	992,341	1,984,998	3,570,762

**Notes:**

[1] Assuming 5% uncollectible revenue



### Regional Bill Comparison - Water



Notes:

[1] Includes the EDR Fee



**Regional Bill Comparison - Water**



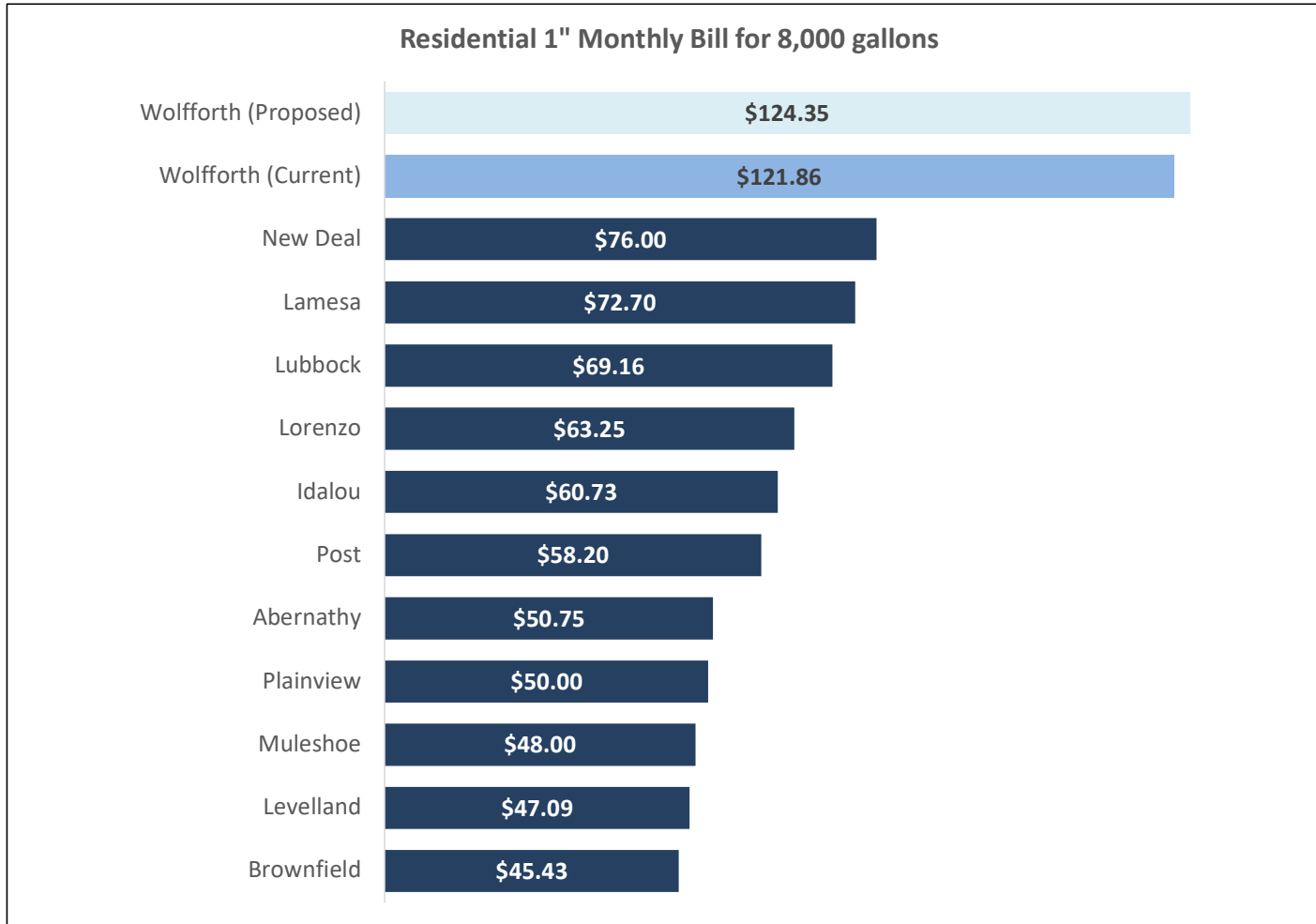
Notes:

[1] Includes the EDR Fee

[2] 3,000 gallons = first volumetric tier



### Regional Bill Comparison - Water



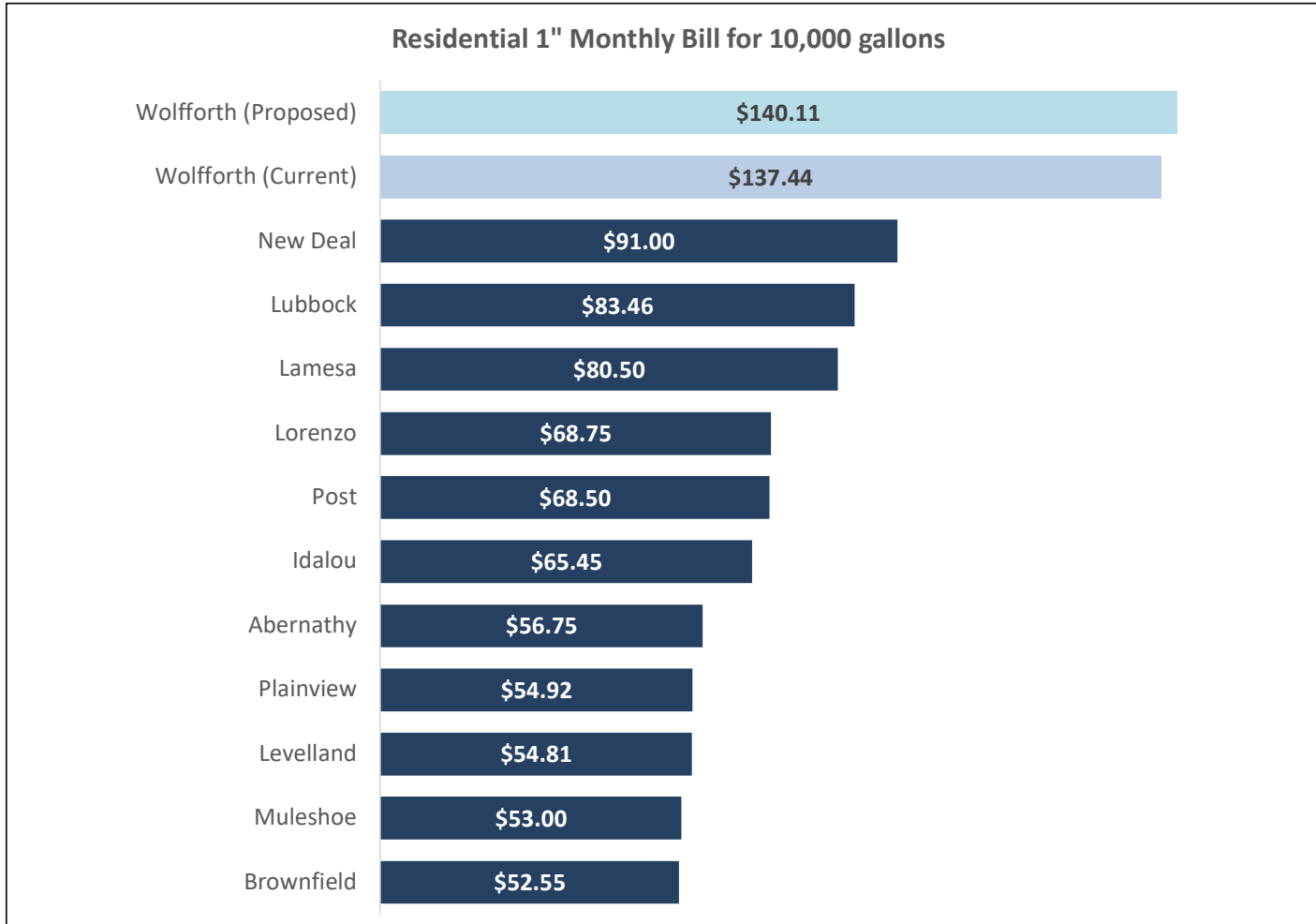
Notes:

[1] Includes the EDR Fee

[2] 8,000 gallons = annual average



### Regional Bill Comparison - Water



Notes:

[1] Includes the EDR Fee

**ORDINANCE NO. 2024-024**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13 UTILITIES ARTICLE 13.05 WATER AND SEWER, DIVISION 2 WATER RATES; PROVIDING FOR THE ASSESSMENT OF RATES FOR UTILITY SERVICES WITHIN THE CITY; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS the City Council of the City of Wolfforth finds that it is in the best interest of the citizens of Wolfforth to revise and update rates for City water accounts: **NOW THEREFORE,**

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

**Part 1. Enacted.**

THAT the Chapter 13 Utilities of the City of Wolfforth Code of Ordinances Article 13.05.022 Water Rates and Article 13.05.023 Fire Hydrant Meter are amended and shall read as follows:

**ARTICLE 13.05.022 WATER**

(a) General. The city shall charge and collect, and every consume, other than the Frenship Independent School District, shall pay, for water furnished by the city to the consumer, the amount calculated by application of the following rates to meter readings for all billing cycles due October 15, 2024 or later.

- (1) 0–3,000 gallons (minimum): \$77.66
- (2) 3,001–15,000 gallons: \$7.88 per 1,000 gallons.
- (3) 15,001–30,000 gallons: \$9.08 per 1,000 gallons.
- (4) 30,001–50,000 gallons: \$10.68 per 1,000 gallons.
- (5) Over 50,001 gallons: \$12.86 per 1,000 gallons.

(b) Frenship Independent School District. The city shall charge and collect and the Frenship Independent School District shall pay, for water furnished by the city to the consumer, the amount calculated by application of the following rate to meter readings for all billing cycles due October 15, 2024 or later.

- (1) 0-3,000 gallons (minimum): \$77.66
- (2) Over 3,001 gallons: \$6.36 per 1,000 gallons



**ARTICLE 13.05.023 FIRE HYDRANT METER**

The city shall charge and collect and individuals or entities using fire hydrant meters shall pay the following fees for the use of the meter and for water furnished by the city.

- (1) \$18.00 per 1,000 gallons.
- (2) \$200.00 monthly rental fee.
- (3) Deposit as set forth in appendix A, fee schedule, section A1.012(d).

**Part 2. Severability**

The provisions and sections of this Ordinance shall be deemed to be independent, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

**Part 3. Repeal of Conflicting Ordinances**

All ordinances or part of ordinances in conflict herewith are hereby repealed to the extent of the conflict with this Ordinance.

**Part 4. Effective Date**

This Ordinance shall take effect upon its passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL THIS 16<sup>TH</sup> DAY OF SEPTEMBER 2024**

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

ATTEST:

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

**ORDINANCE NO. 2023- 011**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13 UTILITIES ARTICLE 13.05 WATER AND SEWER, DIVISION 2 WATER RATES; PROVIDIING FOR THE ASSESSMENT OF RATES FOR UTILITY SERVICES WITHIN THE CITY; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS the City Council of the City of Wolfforth finds that it is in the best interest of the citizens of Wolfforth to revise and update rates for City water accounts: **NOW THEREFORE,**

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

**Part 1. Enacted.**

THAT the Chapter 13 Utilities of the City of Wolfforth Code of Ordinances Article 13.05.022 Water Rates is amended and shall read as follows:

**ARTICLE 13.05.022 WATER**

The city shall charge and collect, and every consumer shall pay, for water furnished by the city to the consumer, the amount calculated by application of the following rates to meter readings for all billing cycles beginning on June 1, 2023.

- (1) 0–3,000 gallons (minimum): \$75.62
- (2) 3,001–15,000 gallons: \$7.79 per 1,000 gallons.
- (3) 15,001–30,000 gallons: \$8.96 per 1,000 gallons.
- (4) 30,001–50,000 gallons: \$10.52 per 1,000 gallons.
- (5) Over 50,001 gallons: \$12.64 per 1,000 gallons.

**Part 2. Severability**

The provisions and sections of this Ordinance shall be deemed to be independent, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

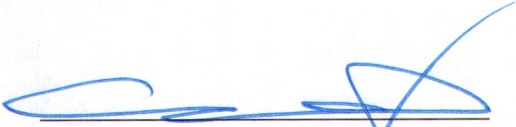
**Part 3. Repeal of Conflicting Ordinances**

All ordinances or part of ordinances in conflict herewith are hereby repealed to the extent of the conflict with this Ordinance.

**Part 4. Effective Date**

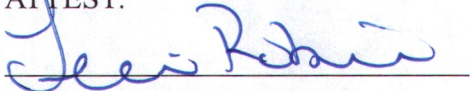
This Ordinance shall be in force and effect beginning June 1, 2023.

PASSED AND APPROVED BY THE CITY COUNCIL THIS 15<sup>TH</sup> DAY OF MAY 2023.



Charles Addington, II, Mayor  
City of Wolfforth, Texas

ATTEST:



Terri Robinette, City Secretary

**ORDINANCE NO. 2023-025**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13 UTILITIES DIVISION 2 RATES ARTICLE 13.05 WATER AND SEWER BY AMENDING § 13.05.022 WATER TO ADD RATES FOR FRENSHIP INDEPENDENT SCHOOL DISTRICT; ADDING § 13.05.023 FIRE HYDRANT METER SETTING FEES FOR USE OF FIRE HYDRANT METERS; PROVIDING FOR THE REPEAL OF ANY CONFLICTING FEES IN THE CODE OF ORDINANCES AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Frenship Independent School District, which is also a governmental entity, is a substantial user of water and a community partner of vital importance; and

**WHEREAS**, the City of Wolfforth currently owns water meters that can be connected to fire hydrants for the purchase of bulk water (“fire hydrant meters”); and

**WHEREAS**, the City Council finds that is in the best interest of the City to create a separate fee schedule for the Frenship Independent School District in recognition of their status as a governmental entity that serves the entire population of the City, and to establish fees for the use of fire hydrant meters.

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

**Part 1. Enacted.**

THAT APPENDIX A FEE SCHEDULE of the Code of Ordinances of the City of Wolfforth is hereby amended by repealing Chapter 13 Utilities, Article 13.05, Division 2 Rates by amending § 13.05.022 Water and adding § 13.05.023 Fire Hydrant Meter, which sections shall read as follows:

**Chapter 13 Utilities**

**Article 13.05 WATER AND SEWER**

**Division 2 – Rates**

**§ 13.05.022 Water.**

(a) **General:** The city shall charge and collect and every consumer, other than the Frenship Independent School District, shall pay, for water furnished by the city to the consumer, the amount calculated by application of the following rates to meter readings for all billing cycles beginning on June 1, 2023.

(1) 0–3,000 gallons (minimum): \$75.62.

- (2) 3,001–15,000 gallons: \$7.79 per 1,000 gallons.
- (3) 15,001–30,000 gallons: \$8.96 per 1,000 gallons.
- (4) 30,001–50,000 gallons: \$10.52 per 1,000 gallons.
- (5) Over 50,001 gallons: \$12.64 per 1,000 gallons

(b) Frenship Independent School District: The city shall charge and collect and the Frenship Independent School District shall pay, for water furnished by the city to the consumer, the amount calculated by application of the following rate to meter readings for all billing cycles beginning on November 1, 2023

- (1) 0–3,000 gallons (minimum): \$75.62
- (2) Over 3,001 gallons: \$6.36 per 1,000 gallons

**§ 13.05.023 Fire Hydrant Meter**

The city shall charge and collect and individuals or entities using fire hydrant meters shall pay the following fees for the use of the meter and for water furnished by the City.

- (1) \$16.00 per 1,000 gallons.
- (2) \$200 monthly rental fee.
- (3) Deposit as set forth in Appendix A Fee Schedule A1.012(d).

**Part 2. Amendment and Repeal of Conflicting Ordinances.**

All ordinances and parts of ordinances in conflict herewith shall be and are hereby amended and repealed to the extent of such conflict, as of the effective date of this ordinance; save and except that any such amended or repealed ordinance or provision shall remain in full force and effect with respect to any notice given, complaint filed, or charge levied prior to the effective date of this ordinance.

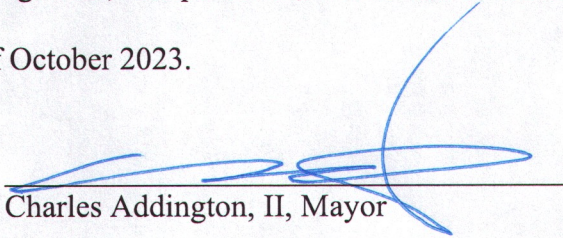
**Part 3. Effective Date.**

This Ordinance shall be in force and effect from the date it is passed and approved.

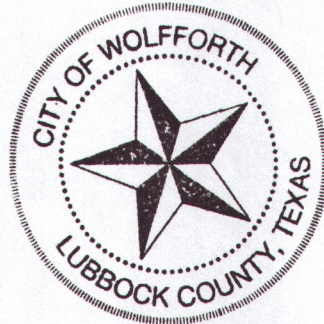
**Part 4. Open Meetings.**

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

PASSED AND APPROVED this 16<sup>th</sup> day of October 2023.

  
Charles Addington, II, Mayor

ATTEST:  
  
Terri Robinette, City Secretary







# AGENDA ITEM COMMENTARY

**MEETING NAME:** City Council

**MEETING DATE:** September 16, 2024

**ITEM TITLE:** Consider and take appropriate action on Resolution No 2024-035, denying Southwestern Public Service Company’s proposed surcharge in rates

**STAFF INITIATOR:** Randy Criswell, City Manager

**BACKGROUND:**

On July 16, 2024, Southwestern Public Service (SPS) filed an application to implement a \$41.4 million surcharge to recover additional revenue that would have been received during the period of July 13, 2023 through January 31, 2024 from rates that were ultimately approved on April 11, 2024. This one is a little different than typical, so I want to provide a little extra explanation.

On February 8, 2023, SPS file an application for an increase. We denied the application at the advice of AXM. One year later, on February 1, 2024, we agreed to implement interim rates which were subsequently approved and ordered by the PUCT on April 11, 2024. The law allows for a “relate-back” period from the 155<sup>th</sup> day after the utility files its rate case (which in this case would be July 13, 2023), to the date of the PUCT’s final order. However, in this case, since we implemented interim rates on February 1, 2024, the relate-back period is only from July 13, 2023 to January 31, 2024.

Statutorily, there is nothing wrong with what SPS is proposing, but our counsel and the AXM Coalition are recommending we deny this application so it can be properly litigated at the PUCT, and to determine what interest rate should be applied to the surcharge.

**EXHIBITS:**

Agenda Information Sheet provided by Counsel  
Resolution

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Staff recommends approval of Resolution No. 2024-035 as prepared, denying the application.



**RESOLUTION 2024-035**

**A RESOLUTION BY THE CITY OF WOLFFORTH, TEXAS (“CITY”) DENYING SOUTHWESTERN PUBLIC SERVICE COMPANY’S PROPOSED SURCHARGE IN CONNECTION WITH FINAL RATES APPROVED RELATED TO ITS STATEMENT OF INTENT SUBMITTED ON ABOUT FEBRUARY 8, 2023; AUTHORIZING THE CITY’S CONTINUED PARTICIPATION WITH OTHER CITIES IN THE ALLIANCE OF XCEL MUNICIPALITIES (“AXM”) AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT**

**WHEREAS**, Southwestern Public Service Company (“SPS” or the “Company”) filed a Statement of Intent with the City and with the Public Utility Commission of Texas (“PUC”) on or about February 8, 2023, to increase its base revenues for its Texas retail service area by approximately \$148.5 million; and

**WHEREAS**, the Public Utility Commission of Texas (“PUC”) approved a settlement reached by SPS, the Alliance of Xcel Municipalities (“AXM”), and other parties granting SPS an increase of \$65.0 million; and

**WHEREAS**, under state law and under the terms of the settlement reached in SPS’s general rate case, SPS filed its request for a net surcharge of about \$36.4 million, including interest related to PUC Docket Nos. 54634 and 53766; and

**WHEREAS**, SPS also proposes to implement the net surcharge over a one-year period, from October 1, 2024 through September 30, 2025, and to true up the amounts actually surcharged or refunded against the amounts authorized by the Commission to be surcharged or refunded; and

**WHEREAS**, the City is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over SPS’s rates, operations, and services within the municipality; and

*(unapproved draft)*

**WHEREAS**, under PURA § 33.025(a), the City has standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the City; and

**WHEREAS**, in order to maximize the efficient use of resources and expertise in reviewing, analyzing, and investigating SPS’s rate request and its changes in tariffs it is prudent to coordinate the City’s efforts with a coalition of similarly situated municipalities; and

**WHEREAS**, the City, in matters regarding applications by SPS to change rates, has in the past joined with other local regulatory authorities to form the Alliance of Xcel Municipalities (“AXM”) and hereby continues its participation in AXM; and

**WHEREAS**, SPS’s request for a surcharge consists of numerous complex calculations premised on various billing determinants and corresponding rates; and

**WHEREAS**, after review of SPS’s application for a surcharge, SPS failed to establish that its requested surcharge is just and reasonable.

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

**Section 1.** The findings set out in the preamble are in all things hereby approved.

**Section 2.** SPS’s application fails to provide sufficient information to justify the adoption of SPS’s proposed surcharges and thus SPS failed to show that its proposed surcharges are just and reasonable.

**Section 3.** The City hereby **DENIES** SPS’s proposed surcharges.

**Section 4.** The City authorizes intervention in proceedings related to SPS’s application before the Public Utility Commission of Texas and any related proceedings in any courts of law.

**Section 5.** The City continues its participation with other cities in a coalition of cities known as the Alliance of Xcel Municipalities (“AXM”) with the understanding that

*(unapproved draft)*

the Steering Committee of AXM is to provide direction and guidance to Special Counsel representing AXM.

**Section 6.** The City, as part of AXM, hereby retains Herrera Law & Associates, PLLC as Special Counsel to represent the City with regard to SPS's requested increase in rates and related proceedings before local and state regulatory authorities and any court of law and authorizes Special Counsel to employ such rate experts as may be necessary for review and evaluation of SPS's rate application.

**Section 7.** The City, in coordination with the Steering Committee, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to SPS for reimbursement.

**Section 8.** SPS shall reimburse the City on a monthly basis, through AXM's coordinating city, the City of Amarillo, Texas, for the reasonable costs of attorneys and consultants and expenses related thereto, upon the presentation of invoices reviewed by the City of Amarillo.

**Section 9.** The City Secretary or other appropriate city official shall provide a copy of this Resolution to **Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, P.O. Box 302799, Austin, Texas 78703**, and as a courtesy, provide SPS a copy of this Resolution by **sending a copy of the Resolution to Jeremiah W. Cunningham, Rate Case Manager, Southwestern Public Service Company, 790 S. Buchanan St. Amarillo, Texas 79101.**

**Section 10.** The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 11.** To the extent any Resolution previously adopted by the City is inconsistent with this Resolution, it is hereby superseded.

**Section 12.** The findings set out in the preamble are in all things hereby approved.

**Section 13.** This Resolution shall become effective from and after its passage.

*(unapproved draft)*

**PASSED AND APPROVED this 16TH day of September 2024.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY SECRETARY**

**DRAFT**

## AGENDA INFORMATION SHEET

**RESOLUTION BY THE CITY OF \_\_\_\_\_ (“CITY”) DENYING SOUTHWESTERN PUBLIC SERVICE COMPANY’S PROPOSED SURCHARGE IN RATES; AUTHORIZING THE CITY’S CONTINUED PARTICIPATION WITH OTHER CITIES IN THE ALLIANCE OF XCEL MUNICIPALITIES (“AXM”) TO DIRECT THE ACTIVITIES OF LAWYERS AND CONSULTANTS; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; AUTHORIZING THE INTERVENTION AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AND REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES.**

### **BACKGROUND**

On July 16, 2024, Southwestern Public Service Company (“SPS”) filed an application with the City seeking authority to implement a surcharge in the amount of \$41,366,710, including interest, to recover the additional amount of revenue that SPS would have received during the period from July 13, 2023 through January 31, 2024 (“Relate Back Period”) if the rates approved in Docket No. 54634 had been in effect during that time.

Under state law SPS has the right to recover revenue for what is called the “Relate-Back Period.” The Relate-Back Period is the period of time from the 155<sup>th</sup> day after a utility files a rate case to the date of the PUCT’s final order in that rate case.

Docket No. 54634 is the case number the Public Utility Commission of Texas (“PUCT”) assigned to SPS’s most recent general rate case in which the PUCT issued its final order on April 11, 2024. In Docket No. 54634, SPS requested an increase of about \$148.5 million. Ultimately the parties, including the Alliance of Xcel Municipalities (“AXM”), reached a settlement for an increase in base rates of \$65.0 million.

Furthermore, SPS is seeking to true-up a net *credit* of \$4,926,779 associated with Docket No. 53766, thus bringing the surcharge it seeks in its pending application to a net amount of \$36,439,931.

SPS proposes to implement the net surcharge over a one-year period, from October 1, 2024 through September 30, 2025, and to true up the amounts actually surcharged or refunded against the amounts authorized by the Commission to be surcharged or refunded.

### **CITY ACTION REQUIRED**

AXM’s Special Counsel recommends that the City, as part of AXM, deny SPS’s application for its proposed surcharge. A denial is the more expeditious process to address SPS’s application. A denial by the City means that SPS will appeal the City’s decision to the PUCT and the PUCT ultimately will issue an order on the amount of the final surcharge for SPS to implement.

**INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS**

SPS filed its surcharge application with the City and with the PUCT on the same date, July 16, 2024. It is important to participate in the proceedings before the PUCT because the PUCT's decision will impact the surcharge SPS will charge customers within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Commission as well as any appeals taken from the Commission's decision.

**REPRESENTATION AND PARTICIPATION IN AXM:**

The law firm of Herrera Law and Associates, PLLC has previously represented the City and its participation in the coalition of cities named the Alliance of Xcel Municipalities ("AXM") in rate matters involving SPS, including SPS's most recent general rate case and its pending fuel-factor cases. The accompanying Resolution authorizes continued retention of Herrera Law & Associates, PLLC as Special Counsel and continued participation in the AXM coalition.

**RATE CASE EXPENSES:**

SPS's application to implement a surcharge is a ratemaking proceeding. Thus, under state law, the Alliance of Xcel Municipalities' reasonable rate case expenses are subject to reimbursement by the Company.

**RECOMMENDATION: DENY SPS'S RATE INCREASE REQUEST**

AXM's Special Counsel recommends that the City deny SPS's request for a surcharge. If the City denies SPS's request, SPS will appeal that decision to the Public Utility Commission of Texas and the PUCT will issue a final decision on the amount of SPS's surcharge.

**The City must take action no later than October 1, 2024.**



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	September 16, 2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election
<b>STAFF INITIATOR:</b>	Randy Criswell, City Manager

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### BACKGROUND:

The City of WolfForth is a full member of the Texas Municipal League Intergovernmental Risk Pool (TMLIRP), generally referred to as the Risk Pool. As a member of the Risk Pool, we are self-insured through “pooling” with hundreds of other governmental entities in the state of Texas, including almost every city in Texas, many special districts (such as utility districts), housing authorities, and appraisal districts. As you know, the Risk Pool offers coverage for Workers’ Compensation, Property, and Liability, and as a member of the pool, we can participate in the election of Board Members. There are currently four (4) places up for election. As you know, I’m a member of the Board and with your support I’d like to continue to serve. A copy of the ballot is attached.

My recommendations are:

- Place 11 – Randy Criswell
- Place 12 – Allison Heyward
- Place 13 – Harlan Jefferson
- Place 14 – Mike Land

### EXHIBITS:

Ballot

### COUNCIL ACTION/STAFF RECOMMENDATION:

Staff recommends casting votes as stated above.

# OFFICIAL BALLOT

## Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 11 – 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2024. Ballots received after September 30, 2024, cannot be counted. **The ballot must be properly signed, and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**



**PLACE 11**

- Randy Criswell.** (Incumbent) Randy Criswell is currently the City Manager of Wolfforth (Region 3), a position he's held since 2022. He has served on the TML Risk Pool Board of Trustees since 2015 and as Chair of the Board from 2020 to 2022. He has been in public service since 1994, having served the City of Canyon in three administrative roles including City Manager, the City of Mineral Wells as City Manager, and his current position. Mr. Criswell has a Bachelor of Science Degree from Texas Tech University in Engineering Technology and is a Certified Public Manager. He is a member of TCMA and a past member of the TCMA Board of Directors. He and his wife Janie have three grown children, and he enjoys golf, his Harley Davidson motorcycle, and spending time with Janie.
  
- Robert S. Davis.** Robert Davis serves as the City Attorney for the City of Bullard (Region 15). He is a Senior Partner at Flowers Davis PLLC in Tyler and oversees the Business and Commercial Litigation, Insurance Defense, Defense of Governmental Entities, Employment Law, and Medical Liability Sections of the law firm. Mr. Davis has extensive experience in representing governmental entities and government officials in all types of litigation. He also has extensive experience in litigation for major insurance carriers and drafting coverage opinions for insurance carriers. Through the years, he has written many papers for and made numerous presentations to Texas Sheriff's Association, Texas Association of Counties, Texas Jail Association, and Texas Chief Deputies' Association.

**WRITE IN CANDIDATE:**

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**PLACE 12**

- Cedric Davis, Sr.** Cedric Davis is the City Manager of the City of Mathis (Region 11). He joined the city’s administration team on January 3, 2024, and has more than three decades of experience as a public servant. He served as the City Manager of Mathis for over four years, and is a former Chief of Police and Public Educator. He is a graduate of Law Enforcement Management Institute of Texas and the Advanced Military Academy of Texas. He has a Bachelor of Science degree in Criminal Justice Administration from Sam Houston State University. He is a licensed Master Peace Officer, Police Instructor, Investigator, and holds certifications in Public Management, Smart City Practitioner, and Public Finance Investment Officer. In 2008 he served as Mayor of Balch Springs.
  
- Rocky Hawkins.** Rocky Hawkins is a Councilmember for the City of Gladewater (Region 15), and served as such for four years. He has also served on the Gladewater Lake Board for 10 years, as a Chamber of Commerce Volunteer, as a member of the “Friends of the Library” at the Lee-Bardwell Public Library in Gladewater, and on various boards and committees at First Baptist Church for 30 years. Mr. Hawkins began his career with a brief stint as a Parole Officer for Gregg County; later spent almost 15 years in the Hospitality/Restaurant Business; and finished his career with 30 years at Eastman Chemical Co. He holds an associate’s degree in business management from Kilgore College and a B.S. degree in Criminal Justice from Sam Houston State University.
  
- Allison Heyward.** (Incumbent) Allison Heyward has served as Councilmember for the City of Schertz (Region 7) since 2018. She also serves on the TML Board of Directors and is currently the TML President Elect. She previously served in 2022 on the TMLIRP Board as the TML Board representative. In January 2023, she was appointed to Place 12 on the TMLIRP Board to fill a vacancy. She holds a Bachelor’s Degree in Accounting from Texas Southern University, and is a 2020 graduate of the Chamber Leadership Core Program. Mrs. Heyward is also a TML Leadership Fellow and a Certified Municipal Officer (CMO), having received the TMLI CMO (Certified Municipal Official Designation) Award of Excellence for maintaining the designation for 5 continuous years. She has also been recognized with the President's Award for being one of the top 2 highest earners of Continuing Education Units.
  
- Rudy Zepeda.** Rudy Zepeda has served as the Finance Director for the City of Santa Fe (Region 14) since 2021. Before joining Santa Fe, Mr. Zepeda served eight years in Dayton, Texas, as Assistant City Manager and Finance Director. He holds a degree in Classics from the University of Arizona and certification in Certified Public Management from Stephen F. Austin University. While Finance Director in Santa Fe, the city earned the Government Finance Officers Association (GFOA) Budget Presentation Award and the Excellence in Financial Reporting award. This year, the city was recognized by the State Comptroller’s Office with its Traditional Finances Star Award. Mr. Zepeda’s career spans 30 years, with significant experience in both public and private sectors, including 14 years in local government.

**WRITE IN CANDIDATE:**

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**PLACE 13**

- Harlan Jefferson.** (Incumbent) Deputy City Manager for the City of Burleson (Region 13). Mr. Jefferson has been in public service for 41 years, serving as a Risk Manager for the City of Denton early in his career and serving as Town Manager for Flower Mound and Prosper, Texas. Mr. Jefferson is an active member of the Texas City Management Association (TCMA), having served on its Board of Directors and is a Past President of the North Texas City Manager Association. He holds a Bachelor of Arts in Political Science and a Master of Public Administration from the University of North Texas. Additionally, he is an Adjunct Faculty member in the Master of Public Administration Program at the University of North Texas.
  
- James Quin.** City Administrator for the City of Hutchins (Region 13) since March 2022. He served as City Administrator of Haslet for 8 years and City Manager for Richland Hills for 16 years. Mr. Quin earned a Bachelor of Science Education degree and a Master of Public Administration degree from Missouri State University. He is a member of the International City/County Management Association (ICMA) and maintains the ICMA Credentialed Manager (CM) designation. In April 2022, he was awarded the High Performance Leadership Academy Certificate issued by ICMA Professional Development Academy. Also, he is a full member of TCMA, and previously served on the HCA Medical City Alliance Hospital Board for 6 years.

**WRITE IN CANDIDATE:**

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**PLACE 14**

- Mike Land** (Incumbent) City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land serves on the International City/County Management (ICMA) Board of Directors and is the 2024-25 ICMA President-Elect. Additionally, he serves on the Texas Women's Leadership Institute Advisory Board, the Texas A&M University's Development Industry Advisory Council, and the UTA MPA Advisory Board. He has also served as School Board Trustee for Gainesville Independent School District and as President of TCMA.

**WRITE IN CANDIDATE:**

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## Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Printed Name of Political Entity



# AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council
<b>MEETING DATE:</b>	September 16, 2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on discussion of Solid Waste Request for Proposals
<b>STAFF INITIATOR:</b>	Rick Scott, ACM

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## BACKGROUND:

The current solid waste contract with Republic Waste Services, which began on April 1, 2011, expires on March 31, 2025. It is our intention to notify Republic Waste Services that we will not be renewing the existing contract. In addition, we will issue a Request for Proposals (RFP) to solicit bids for solid waste management.

As we continue to structure the RFP and look forward to a new contract, we are seeking the Council’s feedback or concerns on anything related to the RFP, to include the following topics:

- The current contract does not provide for Bulky Trash service for residents. There are a couple of options.
  - Continue as we are currently
  - Contractor provided house-by-house bulky service
  - A central drop off location that is manned, on a regular schedule, by City employees and serviced by the contractor
- Customer Complaints are currently handled by City staff. Do we want to continue this or require the contractor to handle customer complaints?
- The current contract does not have a “Liquidated Damages” clause. These would be fees assessed to the contractor in the event that the contractor fails to meet contractual requirements, and this failure is caused by the contractor.
  - If Liquidated Damages are included, this may necessitate that any customer complaints be directed to City Staff.

Additionally, under our current contract, the City is billed based on the number of containers. It is our intent to structure any future contract so that billing is based on the number of customers, not the number of containers.

## EXHIBITS:

## COUNCIL ACTION/STAFF RECOMMENDATION:

This is a discussion item only. Requesting Council input.



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council Meeting
<b>MEETING DATE:</b>	September 16, 2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on discussion of amendment to the Wolfforth Code of Ordinances, Article 14.03 Use Regulations (Old Town Mixed Use Zone).
<b>STAFF INITIATOR:</b>	Tara Tomlinson, Director of Development Services

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### BACKGROUND:

In April 2024, the City Council approved a new Future Land Use Map that included a use of Old Town Mixed Use. The current Code of Ordinances does not include this use and the standards that the district must follow. In following the goals of the City's vision, the creation of an "Old Town Mixed Use" district is recommended.

Attached is the proposed Old Town Mixed Use category that includes purpose, allowed uses, a specific use table for this category, and design standards. On July 9, 2024, the proposed Old Town Mixed Use began discussion through the Planning and Zoning Commission. After discussion, several revisions were suggested. On August 13, 2024, the Planning and Zoning Commission approved changes and voted to move forward with the amendments to the Wolfforth Code of Ordinances, Article 14.03 Use Regulations.

Attached are the suggested amendments to include the zone of Old Town Mixed Use in the Wolfforth's Code of Ordinances.

### EXHIBITS:

1. Land Use Map
2. Proposed Old Town Mixed Use

### COUNCIL ACTION/STAFF RECOMMENDATION:

Discuss recommended amendment to the Wolfforth Code of Ordinances, Article 14.03 Use Regulations. Take one of the following actions:

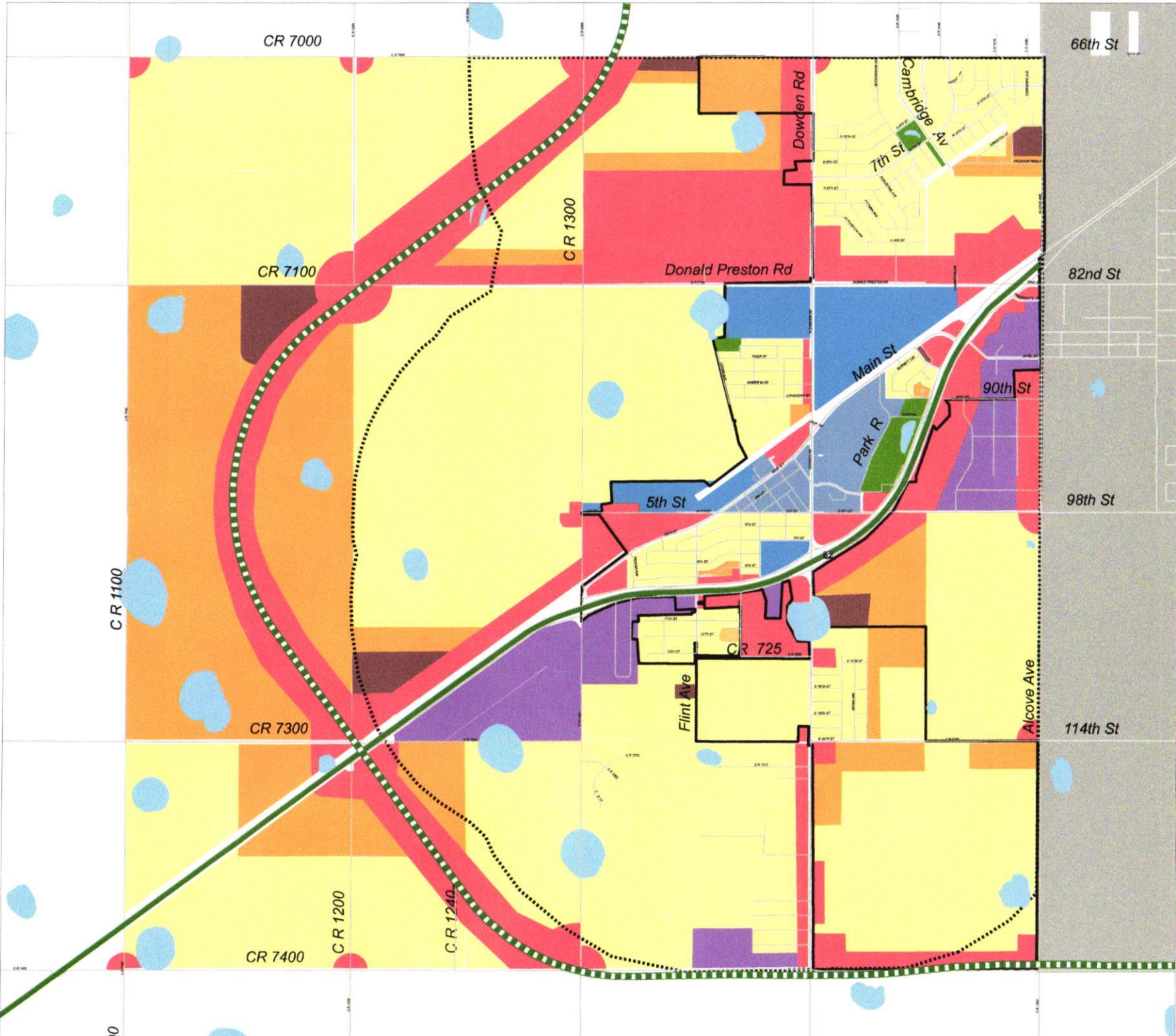
1. Approve amendment as recommended and then call for a public hearing.
2. Approve amendment with revisions and then call for a public hearing.
3. Advise staff of future steps.



### Wolfforth Future Land Use Plan

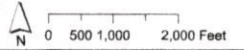
#### Legend

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



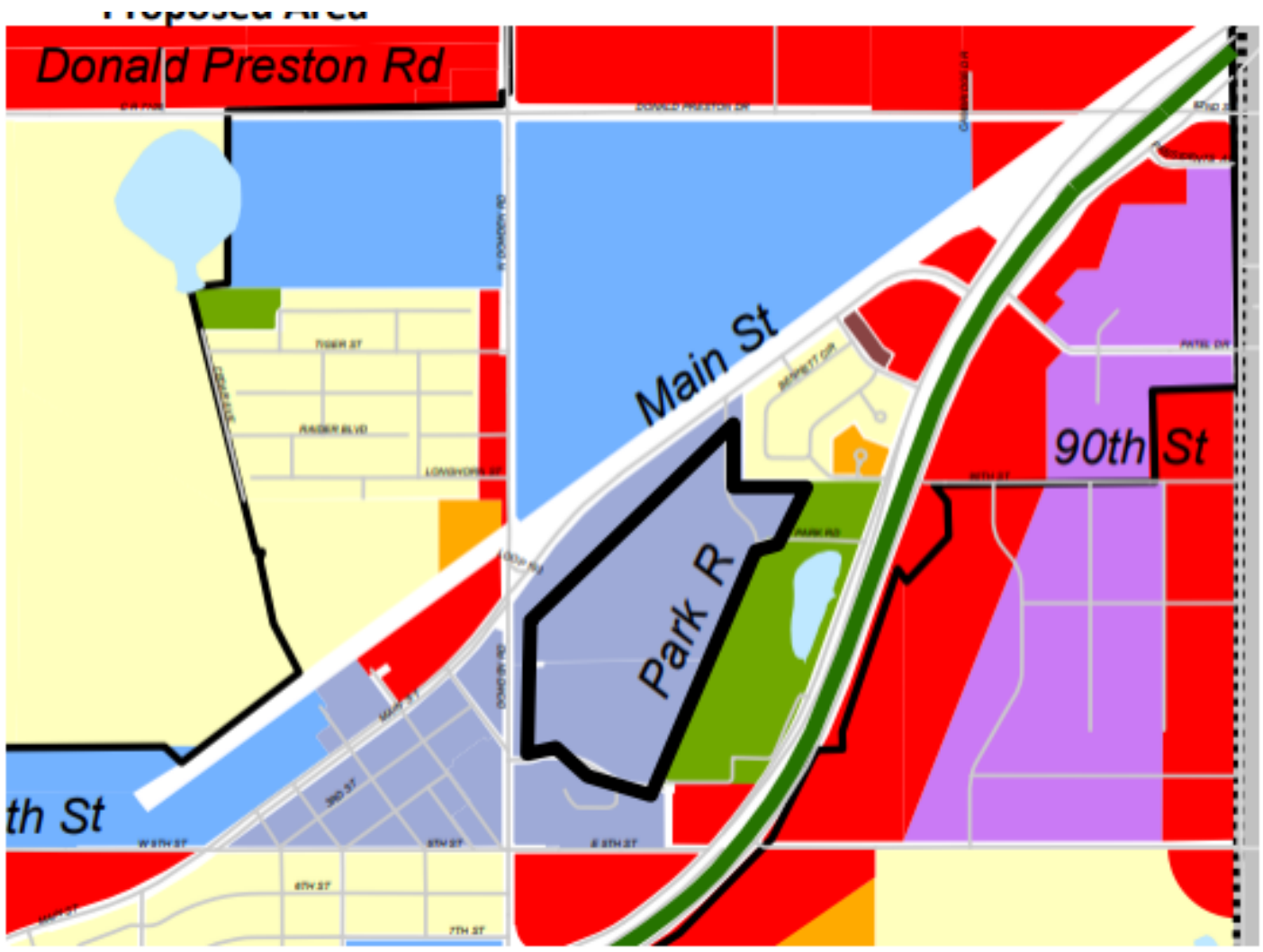
Kimley»Horn

2021 City of Wolfforth  
Comprehensive Plan Update



Adopted by City Council on  
Revised April 10, 2021





### Wolfforth Future Land Use Plan

#### Legend

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

14.03.XXX- Old Town Mixed-Use District (OTM)

(a) Purpose- The Old Town Mixed-Use District is intended to serve as a mixed-use community commercial center. Mutually supportive office, civic, cultural, entertainment, and residential uses are planned to enhance the viability of this mixed-use community commercial center. Multiple, complementary uses may be mixed vertically with the same building. This form of development is arranged around a connected street and sidewalk network that serves vehicle, pedestrian, and bicycle transportation.

(b) Allowed Uses- Uses in Old Town Mixed-Use District shall be generally pedestrian oriented and encourage pedestrian traffic. Any use or combination of uses otherwise authorized by these zoning regulations is allowed. Uses with drive-through lanes are discouraged in town center, are permitted only by Special Use Permit. If such uses are allowed by approval, the use must be mitigated with special design features during site plan review and located at the endcaps of the building site plan.

(c) Use table- Old Town Mixed-Use Zoning District

Use	<b>P = Permitted</b> <b>S = Special Use Permit</b> <b>NP = Not Permitted</b>
<i>Commercial Uses</i>	
Retail Sales and Services- excluded are sales geared towards automobile, including gasoline service stations.	P S- if includes drive-through
Banks, Credit Unions, Real Estates Offices, and Property Management services- No drive-throughs	p*
Offices for business, professional, and technical uses such as accountants, architects, lawyers, doctors, etc.	p*
Food Service uses such as full-service restaurants, cafeterias, and snack bars including café seating within a public or private sidewalk area with no obstruction of pedestrian circulation.	P S-if includes drive-through
Art, antique, and furniture sales (retail or repair; excludes auto sales and services)	p
Farmer’s Market	S
Veterinary Clinic, completely within an enclosed building (no outdoor facilities for overnight storage of animals)	p*
Bed and Breakfast Establishments	S
Full-Service Hotels	S
Barber, beauty shop, cosmetologist, or hairdresser	p*
Any use with on-premise alcohol sales as <b>less</b> than 50% of gross sales revenue	P
Any use with on-premise alcohol sales as <b>more</b> than 50% of gross sales revenue	S
Any use with off-premises alcohol sales at any amount	S

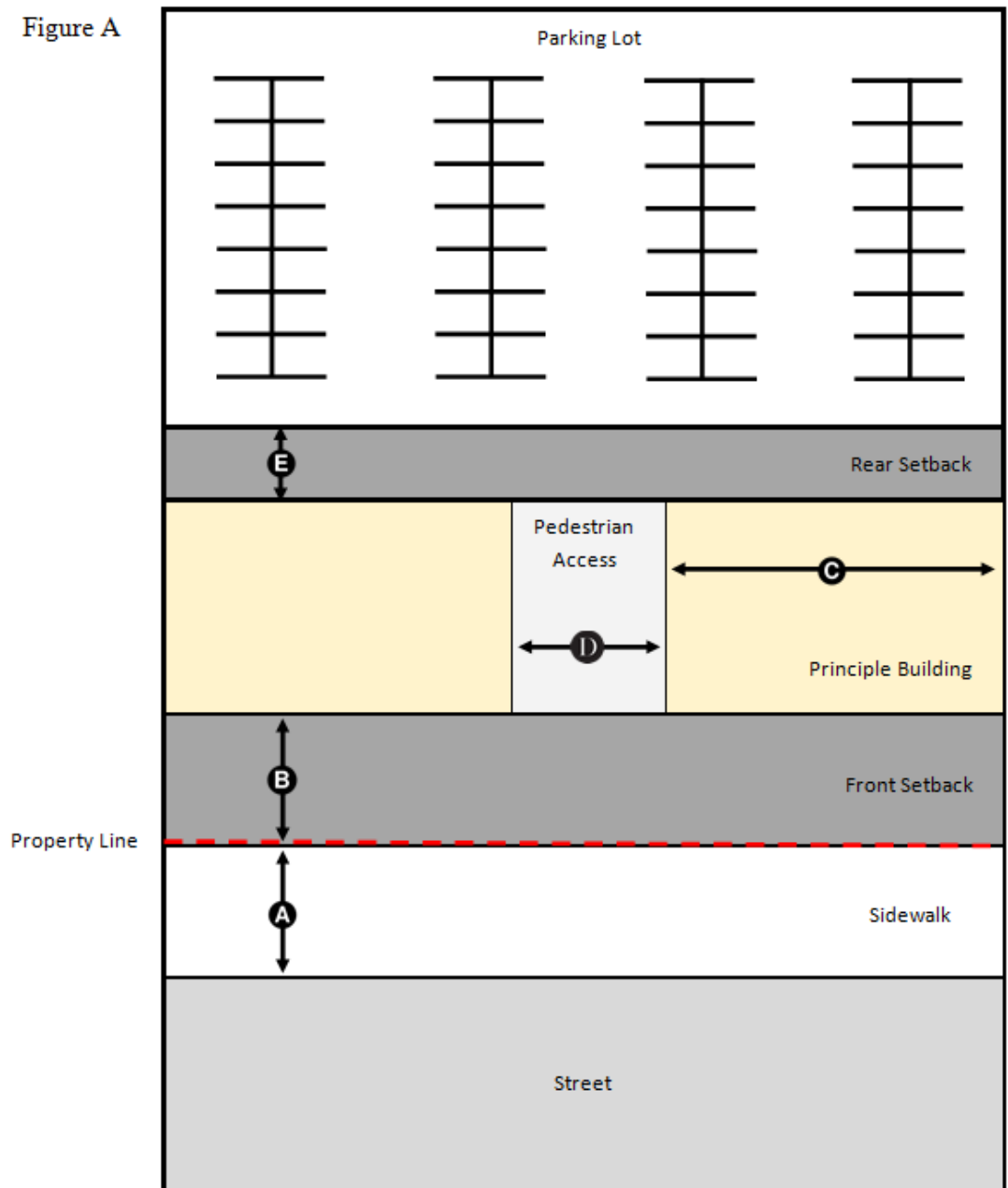
Tasting Rooms	S
Sale of Used Goods	S
<i>Entertainment Uses</i>	
Theaters and Cinemas	P
Museums	P*
Fitness, recreational sports, gym, or athletic club	P*
Parks, greens, plazas, squares, and playgrounds	P
Amusement, Commercial (indoor)	P
Amusement, Commercial (outdoor)	S
Event Center/Rental Hall	S
<i>Institutional and Civic Uses</i>	
Religious institutions	P*
Civic uses (courthouse, City Hall, and other public offices)	P*
Assisted Living	S
<i>Residential Uses</i>	
Residential Apartments and/or condominiums	S- for upper floors
Upper floor residential uses	S

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

(d) Design Standards- The following minimum standards shall be required (See Figure A):

- i) Setbacks- Structures will have zero lot lines. Buildings in this zone shall comply with the following:
  - (1) Zero lot lines are those lines situated so that the roof line of a structure can be located on the side lot boundary without any setback required.
  - (2) The minimum rear setback shall be five (5) feet for a single-story structure and fifteen (15) for any multi-story structure.
  - (3) A concrete sidewalk shall be constructed ten (10) feet from curb in a dedicated public right-of-way.
  - (4) The minimum front setback shall be ten (10) feet from sidewalk using concrete or another approved material.
  - (5) Pedestrian access shall be placed every two hundred and fifty (250) feet at minimum that are twenty (20) feet in width that shall be constructed with concrete.
  - (6) No doors or windows shall be located on any wall located on a zero-lot line.

Figure A



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

- ii) Parking- All off-street parking requirements will follow the standards set forth in article **14.05.011** and must be located in the rear of the structure.
- iii) Patios- The design of the interior and immediate surroundings of a patio should adhere to the following guidelines:
  - (1) The surface area of an outdoor patio may not exceed the interior floor area of the primary licensed establishment.
  - (2) A fence or vertical barrier may be used to delineate the perimeter of the patio area.
  - (3) Perimeter fences shall not obstruct the line of sight for pedestrians and drivers.
  - (4) Patios shall be located in the front setback or on the rooftop.
- iv) Signs- All permissible signage shall be designed and follow the standards set forth in article **14.04.014**.
- v) Outside storage- No outdoor storage, except for refuse disposal, shall be permitted. Refuse disposal areas shall be landscaped or screened from view.
- vi) Live Outdoor Music at Retail Sales and Service- Live outdoor music will be permissible during peak hours (defined as Sunday through Thursday from 12 pm to 10 pm, and Friday, Saturday, and holidays from 12 pm to 12 am. Music performances are not to exceed Texas Penal Code 42.01 c (2) (85dB or under at property line) at a distance of one hundred (100) meters.
- vii) Live Outdoor Music at Amphitheaters or Outdoor Events- Live outdoor music will be permissible Friday, Saturday, and holidays from the hours of 12 pm to 12 am. A permit must be obtained through the city. Music performances are not to exceed ninety-five decibels (95 dB) at a distance of one hundred (100) meters.
- viii) Principal Building Standards-
  - (1) Buildings shall be oriented towards the main street.
  - (2) Primary entrances to buildings shall be located on the street along which the building is oriented. At intersections, corner buildings may have their primary entrances oriented at an angle to the intersection. All primary entrances shall be oriented to the public sidewalk for ease of pedestrian access.
  - (3) Building maximum- 3 stories or 45 feet (whichever is less)
  - (4) Building Material- The wall surface for all buildings on sides adjacent to any street or alley walkway other than glass shall be of one hundred percent (100%) masonry material. Seventy-five percent (75%) of overall wall surfaces other than glass shall be of brick, stone, or cast stone. The remaining twenty-five percent (25%) may be stucco, fibrous cement, split-face block, or other masonry material. The use of any other wall surface material may be approved by the City Council at the time of the site plan review.
  - (5) Awnings/Canopies-
    - (a) Measurements for eaves and awnings on buildings should project a distance of no more than two feet into required setback. (See Figure 1)
    - (b) Canopies may project into required front setbacks for a minimum distance of twenty (20) feet, provided that no supporting structure for such extensions shall be located within the required front setback. Masonry piers will be located at the edge of the curb. (See Figure 2)

Figure 1

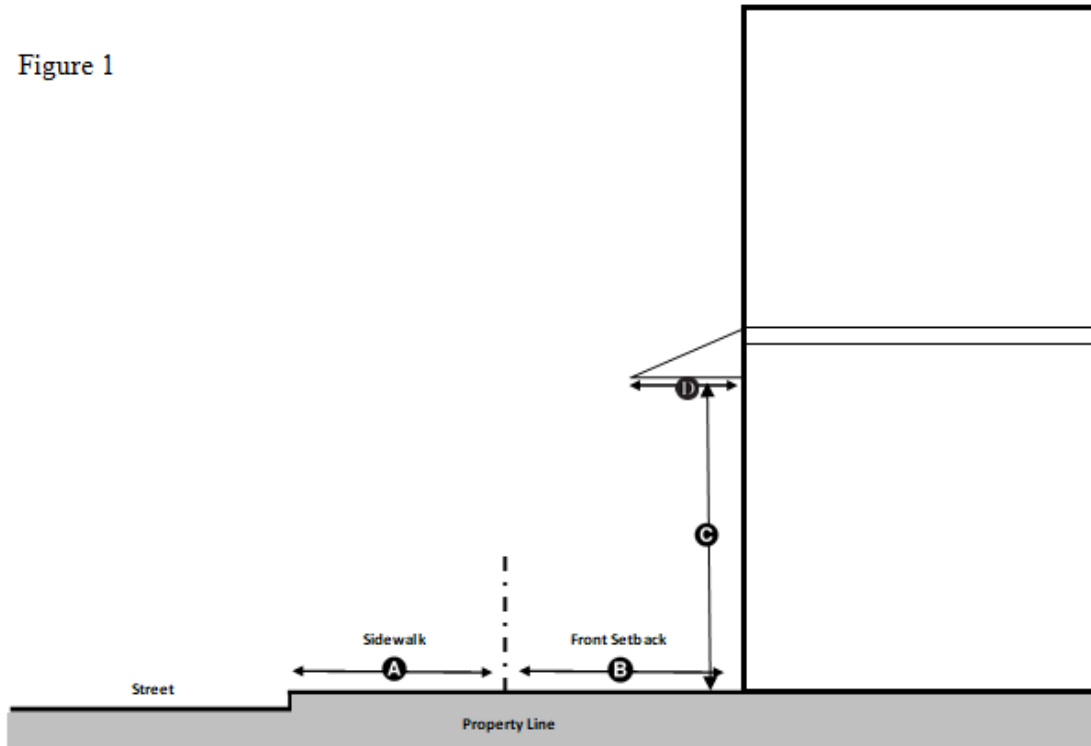
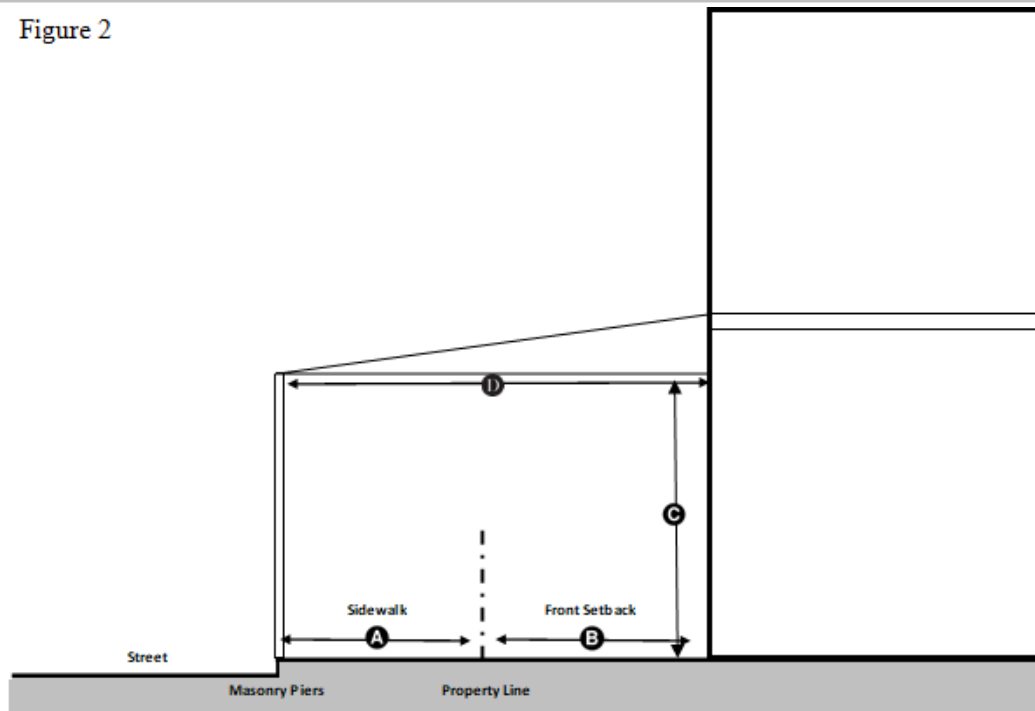


Figure 2



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

- (c) Awnings/Canopies shall be constructed with metal or canvas. Vinyl and plastic are prohibited. Piers supporting canopies at the curbs edge shall be made with masonry material approved by city officials.
  - (d) Lighting and other attachments should be securely fixed and integrated to the supporting structure.
  - (e) At no time shall a canopy be located over any on-street parking or travel lane. The edge of the canopy may not extend past the edge to which it is attached.
- ix) Sidewalk Sales- Sidewalk vendors selling goods must obtain a Sidewalk Vending Permit before conducting vending business activities in the City of Wolfforth. The permits are issued by the Development Department and are valid for seven days from the date of issuance and must be renewed per event.
- (1) In general, sidewalk vendors must adhere to the following guidelines:
    - (a) Display Sidewalk Vending Permit while conducting vending business activities.
    - (b) Vending activities shall take place on a sidewalk and during approved times as follows: hours imposed on other businesses on the same street block or 8 am to sunset, whichever is less restrictive on non-residential blocks.
    - (c) A Sidewalk Vending Permit does not provide an exclusive right to operate on any sidewalk or portion thereof. Must be in front of primary business.
    - (d) Sidewalk vendors must ensure that the 10-foot area immediately surrounding the vending space is kept clean and free of trash and debris associated with their vending operation. A trash receptacle must be provided for customers and must be large enough to accommodate customer trash.
    - (e) Vending equipment and goods must be attended to at all times by the business owner or employee. Vendors must remove all equipment and goods at the end of each day.
    - (f) Obstructions that would reduce the width of the sidewalk to less than forty-eight (48) inches are prohibited.
    - (g) The public right of way or any area that blocks pedestrians or vehicles is prohibited.
    - (h) Vending is prohibited in any public property that does not meet the definition of a sidewalk, including but not limited to any alley, street, street or roadway median, street end or parking lots.



# AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	City Council Meeting
<b>MEETING DATE:</b>	September 16, 2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on ordinances for amendments to Chapter 3 Building Regulations.
<b>STAFF INITIATOR:</b>	Tara Tomlinson, Director of Development Services

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**BACKGROUND:**

*The following commentary is for the next 11 items.*

Over the past several months, our team has focused on identifying necessary amendments to the 2021 International Building Codes and the 2020 National Electrical Code. With expert guidance from Patrick Payne, SafeBuilt Building Inspector, and Robert Loveless, Texas Fire Code Consultant, we have reviewed 11 different ICC model codes and standards. In March, the City of Lubbock adopted the 2021 codes along with their amendments. For The City of Wolfforth, we used Lubbock’s updates as a reference. Given that many builders work in both cities, aligning our amendments closely with Lubbock’s ensures consistency and ease of compliance. Currently, the city adheres to the 2012 ICC model codes for building standards and the 2009 Energy Conservation Code. To address advancements in construction methods and regulatory requirements, it is crucial to update our codes to reflect more current standards.

**EXHIBITS:**

- 1. Ordinance: 2021 International Mechanical Code

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Approve 2021 ICC Code Ordinances and 2020 National Electric Code Ordinance.



**ORDINANCE NO. 2024-025**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING CHAPTER 3, ARTICLE II – MECHANICAL CODE OF THE CODE OF ORDINANCES BY ADOPTING THE 2021 EDITION OF THE INTERNATIONAL MECHANICAL CODE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Part 1. Enacted

THAT, Chapter 3, Article II MECHANICAL CODE of the Code of Ordinances is hereby amended by amending Sec. 3.02.001, which shall read as follows:

**Sec. 3.02.001 Adoption**

The International Fuel Mechanical Code, as published by the International Code Council, is hereby adopted by reference as the city mechanical code as if fully set out in this article with the additions, deletions, insertions and changes as follows.

**Amendments-**

(a) Guards. Section 304.11 is hereby amended to read as follows:

304.11 Guards. Guards shall be provided where various components that require service and roof hatch openings are located within 10 feet (3048 mm) of a roof edge or open side of a walking surface and such edge or open side is located more than 30 inches (762 mm) above the floor, roof, or grade below. The guard shall extend not less than 30 inches (762 mm) beyond each end of components that require service. The top of the guard shall be located not less than 42 inches (1067 mm) above the elevated surface adjacent to the guard. The guard shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

Exceptions:

1. Guards are not required where permanent fall arrest/restraint anchorage connector devices that comply with ANSI/ASSE Z 359.1 are affixed for use during the entire lifetime of the roof covering. The devices shall be re- evaluated for possible replacement when the entire roof covering is replaced. The devices shall be placed not more than 10 feet (3048 mm) on center along hip and ridge lines and placed not less than 10 feet (3048 mm) from roof edges and the open sides of walking surfaces.
2. Guards are not required to be installed upon replacement of legally-installed pre-existing rooftop appliances and equipment within existing rough openings that would

otherwise be subject to Section 304.11, provided that a fall hazard warning sign is affixed to the service access side of the equipment.

(b) Sloped roofs. Section 306.5.1 is hereby amended to read as follows:

306.5.1 Sloped roofs. Where appliances, equipment, fans or other components that require service are installed on a roof having a slope of six units vertical in 12 units horizontal (50 percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a level platform shall be provided on each side of the appliance or equipment to which access is required for service, repair or maintenance. The platform shall not be less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches above the platform, shall be constructed so as to prevent the passage of a 21-inch diameter sphere and shall comply with the loading requirements for guards specified in the *International Building Code*. Access shall not require walking on roofs having a slope greater than 6 units vertical in 12 units horizontal (50 percent slope). Where access involves obstructions greater than 30 inches in height, such obstructions shall be provided with ladders installed in accordance with Section 306.5 or stairways installed in accordance with the requirements specified in the *International Building Code* in the path of travel to and from *appliances*, fans or *equipment* requiring service.

(c) Auxiliary and secondary drain systems. Section 307.2.3 is hereby amended to read as follows:

307.2.3 Auxiliary and secondary drain systems. In addition to the requirements of Section 307.2.1, where damage to any building components could occur as a result of overflow from the equipment primary condensate removal system, one of the following auxiliary protection methods shall be provided for each cooling coil or fuel-fired appliance that produces condensate:

1. An auxiliary drain pan with a separate drain shall be provided under the coils on which condensation will occur. The auxiliary pan drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The pan shall have a minimum depth of 1-1/2 inches (38 mm), shall be not less than 3 inches (76 mm) larger than the unit, or the coil dimensions in width and length and shall be constructed of corrosion-resistant material. Galvanized sheet steel pans shall have a minimum thickness of not less than 0.0236 inch (0.6010 mm) (No. 24 gage). Nonmetallic pans shall have a minimum thickness of not less than 0.0625 inch (1.6 mm).
2. A separate overflow drain line shall be connected to the drain pan provided with the *equipment*. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection.
3. An auxiliary drain pan without a separate drain line shall be provided under the coils on which condensate will occur. Such pan shall be equipped with a water-level detection device conforming to UL 508 that will shut off the *equipment* served prior to overflow of the pan. The auxiliary drain pan shall be constructed in accordance with Item 1 of this section.

(d) Ductless mini-split system traps. Section 307.2.4.1 is hereby deleted in its entirety.

(e) Ventilation required. Section 401.2 is hereby amended to read as follows:

401.2 Ventilation required. Every occupied space shall be ventilated by natural means in accordance with Section 402 or by mechanical means in accordance with Section 403.

(f) Local Exhaust. Section 403.3.2.3 is hereby amended to read as follows:

403.3.2.3 Local exhaust. Local exhaust systems shall be provided in kitchens, bathrooms and toilet rooms and shall have the capacity to exhaust the minimum airflow rate determined in accordance with Table 403.3.2.3.

**TABLE 403.3.2.3  
MINIMUM REQUIRED LOCAL EXHAUST RATES  
FOR GROUP R-2, R-3, AND R-4 OCCUPANCIES**

**AREA TO BE EXHAUSTED**

**EXHAUST RATE CAPACITY**

Kitchens

100 cfm intermittent or 25 cfm continuous

Bathrooms & toilet rooms

50 cfm intermittent or 20 cfm continuous

Exception: The normal operation of bathroom and toilet room exhaust fans, as well as kitchen range hood fans shall be considered adequate to satisfy the intermittent exhaust rate requirements without the addition of additional exhaust fans.

(g) Exhaust installation. Section 504.4 is hereby amended to read as follows:

504.4 Exhaust installation. Dryer exhaust ducts for clothes dryers shall terminate on the outside of the building and shall be equipped with a back draft damper. Screens shall not be installed at the duct termination. Ducts shall not be connected or installed with sheet metal screws or other fasteners that will obstruct the exhaust flow. Clothes dryer exhaust ducts shall not be connected to a vent connector, vent or chimney. Clothes dryer exhaust ducts shall not extend into or through ducts or plenums.

Exception: Back draft dampers shall not be required for vertical duct penetrations through roofs.

(h) Common exhaust systems for clothes dryers in multi-story structures. Section 504.11 is hereby amended to read as follows:

504.11. Common exhaust systems for clothes dryers located in multi-story structures. Where a common multistory duct system is designed and installed to convey exhaust from multiple clothes dryers, the construction of the system shall be in accordance with all of the following:

1. The shaft in which the duct is installed shall be constructed and fire resistance rated as required by the International Building Code.
2. Dampers shall be prohibited in the exhaust duct. Penetrations of the shaft and ductwork shall be protected in accordance with Section 607.5.5, Exception 2.
3. Rigid metal ductwork shall be installed within the shaft to convey the exhaust. The ductwork shall be constructed of sheet steel having a minimum thickness of 0.0187 inch (No. 26 gage) and in accordance with SMACNA Duct Construction Standards.
4. The ductwork within the shaft shall be designed and installed without offsets.
5. The exhaust fan motor design shall be in accordance with Section 503.2.

6. The exhaust fan motor shall be located outside of the airstream.
7. The exhaust fan shall run continuously.
8. Exhaust fan operation shall be monitored in an *approved* location and shall initiate an audible or visual signal when the fan is not in operation.
9. *Makeup* air shall be provided for the exhaust system.
10. A cleanout opening shall be located at the base of the shaft to provide access to the duct to allow for cleaning and inspection. The finished opening shall be not less than 12 inches by 12 inches.
11. Screens shall not be installed at the termination.
12. The common multi story duct system shall serve only clothes dryers and shall be independent of other exhaust systems.

(i) Return air openings. Section 601.5 is hereby amended to read as follows:

601.5 Return air openings. Return air openings for heating, ventilation and air-conditioning systems shall comply with all of the following:

1. Openings shall not be located less than 10 feet (3048 mm) measured in any direction from an open combustion chamber or draft hood of another appliance located in the same room or space.
2. Return air shall not be taken from a hazardous or insanitary location or a refrigeration room as defined in this code.
3. The amount of return air taken from any room or space shall be not greater than the flow rate of supply air delivered to such room or space.
4. Return and transfer openings shall be sized in accordance with the appliance or equipment manufacturer's installation instructions, ACCA Manual D or the design of the registered design professional.
5. Return air taken from one *dwelling unit* shall not be discharged into another *dwelling unit*.
6. Taking return air from a crawl space shall not be accomplished through a direct connection to the return side of a forced air furnace. Transfer openings in the crawl space enclosure shall not be prohibited.
7. Return air shall not be taken from a closet, bathroom, toilet room, kitchen, garage, boiler room, furnace room or unconditioned attic.
8. Return air shall not be taken from indoor swimming pool enclosures and associated deck areas.

Exceptions:

1. Where the air from such spaces is dehumidified in accordance with Section 403.2.1, Item 2.
2. Dedicated HVAC systems serving only such places.

Exceptions:

1. Taking return air from a kitchen is not prohibited where such return air openings serve the kitchen and are located not less than 10 feet (3048mm) from the cooking *appliances*.
2. Taking return air from a kitchen is not prohibited in a *dwelling unit* where the kitchen and living spaces are in a single room and the cooking *appliance* is electric and located not less than 5 feet (1524 mm) in any direction from the return air intake opening.
3. Dedicated forced air systems serving only the garage shall not be prohibited from obtaining return air from the garage.

(j) Access port protection. Section 1102.3 is hereby deleted in its entirety.

#### Part 2. Open Meetings Act

This meeting was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

#### Part 3. Severability Clause

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

#### Part 4. Repeal

All ordinances or parts of ordinances and sections of any of the City Code of Ordinances in conflict with this Ordinance are hereby repealed.

#### Part 5. Effect on Pending Proceedings

That nothing in this legislation or in the Mechanical Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Part 4 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

#### Part 6. Publication

The City Secretary is authorized and directed to publish the caption and penalty prescribed by this ordinance in accordance with State Law.

#### Part 7. Enforcement

Any person, firm or individual who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined not less than one dollar (\$1.00) or more than two thousand dollars (\$2,000.00) in accordance with Code of Ordinance Sec. 1.01.009. Each day the violation continues shall constitute a separate and distinct offense.

Part 8. Effective Date

This Ordinance shall be in force and effect from and after October 1, 2024.

CITY OF WOLFFORTH

\_\_\_\_\_  
CHARLES ADDINGTON II, MAYOR

ATTEST:

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

DRAFT

**ORDINANCE NO. 2024-026**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING CHAPTER 3, ARTICLE V– BUILDING CODE OF THE CODE OF ORDINANCES BY ADOPTING THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Part 1. Enacted

THAT, Chapter 3, Article V BUILDING CODE of the Code of Ordinances is hereby amended by amending Sec. 3.05.001, which shall read as follows:

**Sec. 3.05.001 Adopted**

The International Building Code, as published by the International Code Council, is hereby adopted by reference as the city building code as if fully set out in this article with the additions, deletions, insertions and changes as follows.

**Exceptions-** The following provisions are specifically excluded from adoption:

- (1) Appendix A- Employee Qualifications.
- (2) Appendix B- Board of Appeals.
- (3) Appendix D- Fire Districts.
- (4) Supplemental Accessibility Requirements.
- (5) Appendix F- Rodent proofing.
- (6) Appendix H- Signs.
- (7) Appendix J- Grading.
- (8) Appendix K- Administrative Provisions.
- (9) Appendix L- Earthquake Recording Instrumentation.
- (10) Appendix M- Tsunami-Generated Flood Hazard.
- (11) Appendix N- Replicable Buildings.
- (12) Appendix O- Performance-Based Application.

**Amendments-** Amendments to the International Building code adopted in Article 3.05 Building Code are as follows:

(1) Definitions. A new definition to Section 202 is hereby added as follows:

ASSISTED LIVING FACILITIES. A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability, or other reasons, live in a supervised residential environment which provides *personal care services*. The occupants are capable of responding to an emergency situation without physical assistance from staff.

(2) Carport separation. Section 406.3.3.1 is hereby amended to read as follows:

406.3.3.1 Carport separation. A separation is not required between a Group R-3 and U carport, provided that the carport is entirely open on two or more sides and there are not enclosed areas above. A fire separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048mm).

(3) Storm shelters (General). Section 423.1 is hereby amended to read as follows:

423.1 General. This section applies to the construction of storm shelters constructed as separate detached buildings or constructed as rooms or spaces within buildings for the purpose of providing protection from storms that produce high winds, such as tornadoes, during the storm. This section specifies where *storm shelters* are required and provides requirements for the design and construction of *storm shelters*. Such structures shall be designed to be tornado shelters. Design of facilities for use as emergency shelters after the storm are outside the scope of ICC 500 and shall comply with Table 1604.5 as a Risk Category IV Structure.

(4) Storm shelter construction. Section 423.2 is hereby amended to read as follows:

423.2 Construction. Storm shelters shall be constructed in accordance with this code and ICC 500 and shall be designated as tornado shelters. The City of Wolfforth is in the 250 mph wind speed area of Figure 304.2(1) of ICC 500. Buildings or structures that are also designated as emergency shelters shall also comply with Table 1604.5 as Risk Category IV structures.

Any storm shelter not required by this section shall be permitted to be constructed, provided that such structures meet the requirements of this code and ICC 500.

Exceptions:

- a. Sanitation per ICC 500 shall not be required.
- b. Doors and shutters shall not be required to auto latch if all of the following are met:
  - a. The opening is not required to be auto latched by other requirements within this code.
  - b. The opening has adjacent signage complying with Section 703.5 Visual Characters of the 2012 Texas Accessibility Standards with text stating “In case of tornado, close this door” or similar text.
  - c. Doors shall comply with Section 504.4 of ICC 500.

(5) Required occupant capacity. Section 423.5.1 is hereby amended to read as follows:

423.5.1. Required occupant capacity. The required occupant capacity of the storm shelter shall include all of the buildings on the site and shall be the total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy.

Exceptions:

1. Where a new building is being added on an existing Group E site, and where the new building is not of sufficient size to accommodate the required occupant capacity of the



*storm shelter* for all of the buildings on the site, the storm shelter shall at a minimum accommodate the required occupant capacity for the new building.

2. Where approved by the *building official*, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing *storm shelters* on the site.

3. Where approved by the *building official*, the actual number of occupants for whom each occupied space, floor or building is designed, although less than those determined by occupant load calculation shall be permitted to be used in the determination of the required design occupant capacity for the storm shelter.

(6) General. Section 503.1 is hereby amended to read as follows:

503.1 General. Unless otherwise specifically modified in Chapter 4 and this chapter, *building height*, number of *stories* and *building area* shall not exceed the limits specified in Section 504 and 506 based on the type of construction as determined by Section 602 and the occupancies as determined by Section 302 except as modified hereafter. *Building height*, number of *stories* and *building area* provisions shall be applied independently. For the purposes of determining area limitations, height limitations and type of construction, each portion of a building separated by one or more *fire walls* complying with Section 706 shall be considered to be a separate building.

Where a building contains more than one distinct type of construction, the building shall comply with the most restrictive area, height, and stories, for the lesser type of construction or be separated by *fire walls*, except as allowed in Section 510.

(7) Fireblocks and draftstops in combustible construction. Section 708.4.2 is hereby amended to read as follows:

708.4.2 Fireblocks and draftstops in combustible construction. In combustible construction where fire partitions do not extend to the underside of the floor or roof sheathing, deck, or slab above and along the line of the fire partition shall be provided with one of the following:

- a. Fireblocking up to the underside of the floor or roof sheathing, deck, or slab above using materials complying with Section 718.2.1.
- b. Draftstopping up to the underside of the floor or roof sheathing, deck, or slab above using materials complying with Section 718.3.1 for floors or Section 718.4.1 for attics.

Exceptions:

1. Buildings equipped with an *automatic sprinkler system* installed throughout in accordance with Section 903.3.1.1, or in accordance with Section 903.3.1.2 provided that sprinkler protection is provided in the space between the top of the *fire partition* and the underside of the floor or roof sheathing, deck, or slab above as required for systems complying with Section 903.3.1.1. Portions of buildings containing concealed spaces filled with noncombustible insulation as permitted for sprinkler omission shall not apply to this exception for draftstopping.

2. Where *corridor walls* provide a *sleeping unit* or *dwelling units*, *fireblocking*, and *draftstopping* shall not be required.

3. In Group R-2 occupancies with fewer than four *dwelling units*, *fireblocking*, and *draftstopping* shall not be required.
4. In Group R-2 occupancies up to and including four *stories* in eight in buildings not exceeding 60 feet (18,288 mm) in height above *grade plane*, the *attic* space shall be subdivided by *draftstops* into areas not exceeding 3,000 square feet (279 m<sup>2</sup>) or above every two *dwelling units*, whichever is smaller.
5. In Group R-3 occupancies with fewer than three *dwelling units*, *fireblocking*, and *draftstopping* shall not be required in floor assemblies.

(8) Draftstopping in floors. Section 718.3 is hereby amended to read as follows:

718.3 Draftstopping in floors. Draftstopping shall be installed to subdivide floor/ceiling assemblies where required by Section 708.4.2. In other than Group R occupancies, draftstopping shall be installed to subdivided combustible floor/ceiling assemblies so that horizontal floor areas do not exceed 1,000 square feet (93 m<sup>2</sup>).

Exception: Buildings equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 and provided that in combustible construction, sprinkler protection is provided in the floor space.

(9) Draftstopping in attics. Section 718.4 is hereby amended to read as follows:

718.4 Draftstopping in attics. Draftstopping shall be installed to subdivide attic spaces where required by Section 708.4.2. In other than Group R, draftstopping shall be installed to subdivided combustible attic spaces and combustible concealed roof spaces such that any horizontal area does not exceed 3,000 square feet (279 m<sup>2</sup>). *Ventilation* of concealed roof spaces shall be maintained in accordance with Section 1202.2.1.

Exception: Building equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 and provided that in combustible construction, sprinkler protection is provided in the *attic* space.

(9) NFPA 13R sprinkler system. Section 903.3.1.2 is hereby amended to read as follows:

903.3.1.2 NFPA 13R sprinkler system. *Automatic sprinkler systems* in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above *grade plane*.
2. The floor level of the highest *story* is 35 feet (10,668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest *story* is 35 feet (10,668 mm) or less below the lowest level of fire department vehicle access.

The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 shall be measured from grade plane.

(10) NFPA 13 D sprinkler systems. Section 903.3.1.3 is hereby amended to read as follows:

903.3.1.3 NFPA 13D sprinkler systems. *Automatic sprinkler systems* installed in one- and two-family *dwelling*s; Group R-3; Group R-4, Condition 1; and *townhouses* shall be

permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

(11) Freeze protection. Sections 903.3.1.4, 903.3.1.4.1 and 903.3.1.4.2 is hereby added to read as follows:

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

(12) Water supplies. Section 903.3.5 is hereby amended to read as follows:

903.3.5 Water supplies. Water supplies for automatic sprinkler system shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the International Plumbing Code. For connections to public waterworks systems, the water supply test used for design of fire protection systems shall be adjusted to account for seasonal and daily pressure fluctuations based on information from the water supply authority and as approved by the fire code official.

Water supply as required for such systems shall be provided in accordance with the supply requirements of the respective standard; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference the International Fire Code Section 507.4 for additional design requirements.

(13) Sprinkler system supervision and alarms. Section 903.4 is hereby amended to read as follows:

903.4 Sprinkler system supervision and alarms. Valves controlling the water supply for *automatic sprinkler systems*, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit.

Exceptions:

1. *Automatic sprinkler systems* protecting one- and two-family dwellings.

2. Limited area sprinkler systems in accordance with Section 903.3.8.
3. *Automatic sprinkler systems* installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the *automatic sprinkler system*, and a separate shutoff valve for the *automatic sprinkler system* is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position.
6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
7. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.
8. Underground key or hub gate valves in roadway boxes.

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering. Buildings without a fire alarm system shall have their valves locked in their normal position.

(14) Group E fire alarm system. Section 907.2.3 is hereby amended to read as follows:

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. Where *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 50' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. A manual fire alarm system shall not be required in Group E occupancies with an occupant load of 50 or less.
  1. I Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)
2. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with *occupant loads* of 100 or less, provided that activation of the manual fire alarm system initiates an *approved* occupant notification signal in accordance with Section 907.5.
3. Manual fire alarm boxes shall not be required in Group E occupancies where all of the following apply:

3.1 Interior *corridors* are protected by smoke detectors.

3.2 Auditoriums, cafeterias, gymnasiums and similar areas are protected by *heat detectors* or other *approved* detection devices.

3.3 Shops and laboratories involving dusts or vapors are protected by *heat detectors* or other *approved* detection devices.

3.4 Manual activation is provided from a normally occupied location.

4. Manual fire alarm boxes shall not be required in Group E occupancies where all of the following apply:

4.1 The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1.

4.2 The emergency voice/alarm communication system will activate on sprinkler waterflow.

4.3 Manual activation is provided from a normally occupied location.

(15) Corridor construction. Section 1020.2 is hereby amended to read as follows:

1020.2 Construction. Corridors shall be fire-resistance rated in accordance with Table 1020.2. The corridor walls required to be fire-resistance rated shall comply with Section 708 for fire partitions.

Exceptions:

1. A *fire-resistance* rating is not required for *corridors* in an occupancy in Group E where each room that is used for instruction has not less than one door opening directly to the exterior and rooms for assembly purposes have not less than one-half of the required *means of egress* doors opening directly to the exterior. Exterior doors specified in this exception are required to be at ground level.

2. A *fire-resistance* rating is not required for corridors contained within a *dwelling unit* or *sleeping unit* in an occupancy in Group 1-1 and R.

3. A *fire-resistance* rating is not required for *corridors* in *open parking garages*.

4. A *fire-resistance* rating is not required for corridors in an occupancy in Group I3 that is a space requiring only a single *means of egress* complying with Section 1006.2.

5. *Corridors* adjacent to the *exterior walls* of buildings shall be permitted to have unprotected openings on unrated *exterior walls* where unrated walls are permitted by Table 705.5 and unprotected openings are permitted by Table 705.8.

6. In unsprinklered Group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector must activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors must be connected to an approved automatic fire alarm system where such system is provided.

(16) Accessibility. Section 1101.1 is hereby amended to read as follows:

1101.1 Scope. The provisions of this chapter shall control the design and construction of facilities for accessibility for individuals with disabilities.

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

(17) Secondary (emergency overflow) drains or scuppers. Section 1502.2 is hereby amended to read as follows:

1502.2 Secondary (emergency overflow) drains or scuppers. Where roof drains are required, secondary (emergency overflow) roof drains or scuppers shall be provided where the roof perimeter construction extends above the roof in such a manner that water will be entrapped if the primary drains allow buildup for any reason. The installation and sizing of secondary emergency overflow drains, leaders and conductors shall comply with Section 1611 of this code and Chapter 11 of the *International Plumbing Code*. Refer to Figures L1611.2(1), L1611.2(2), and L1611.2(3) for roof drainage system constructions. The roof structure shall be designed to support the load of ponding rainwater when the rain load on the undeflected roof exceeds 20 psf (0.96 kN/m<sup>2</sup>) as determined by Section 1611.1.

(18) Scuppers. Section 1502.3 is hereby amended to read as follows:

1502.3 Scuppers. Where *scuppers* are used for secondary (emergency overflow) roof drainage, the quantity, size, location and inlet elevation of the scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Sections 1607.14, 1608, and 1611. The flow through the primary system shall not be considered when locating and sizing *scuppers*. The quantity, size, location and inlet elevation of the secondary overflow *scuppers* shall be designed and constructed to meet all of the following, as applicable:

1. Where secondary overflow *scuppers* are used, they shall be sized to have an opening area at least three times the area of the primary roof drains, shall have a minimum opening dimension (height or width) of 4 inches, and shall be installed in the adjacent parapet walls with the inlet flow line located not more than 2 inches (51 mm) above the low point of the roof drainage area served. Refer to Figure L1611.2(4).
2. Where secondary overflow drains are used in lieu of *scuppers*, they shall have the same size as the primary roof drains and shall be installed with the inlet flow line located not more than 2 inches (51 mm) above the low point of the roof drainage area served. Refer to Figure L1611.2(5).
3. Secondary overflow drains shall discharge to an *approved* location and shall not be connected to the primary roof drain lines.

(19) General (Live loads). Section 1607.1 is hereby amended to read as follows:

1607.1 General. *Live loads* are those loads defined in Chapter 2 of this code. A summary of various live load factors, as well as other climatic and geographic design criteria to be used in Lubbock, Texas, is included in Table L1607 below.

**TABLE L1607**  
**SUMMARY OF CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

Ground Snow Load: Pg= 15 psf  
Design Wind Speed:

Risk Category I Buildings: V= 105 mph, V<sub>asd</sub> = 81.5 mph  
 Risk Category II Buildings: V = 115 mph, V<sub>asd</sub> = 89 mph  
 Risk Category III and IV Buildings: V = 120 mph, V<sub>asd</sub> = 93 mph  
 Seismic Design Category: SDC = A  
 Mapped Spectral Response Acceleration at S<sub>s</sub> = 0.078g Short Period:  
 Mapped Spectral Response Acceleration at S<sub>1</sub> - 0.032g 1- Second Period:

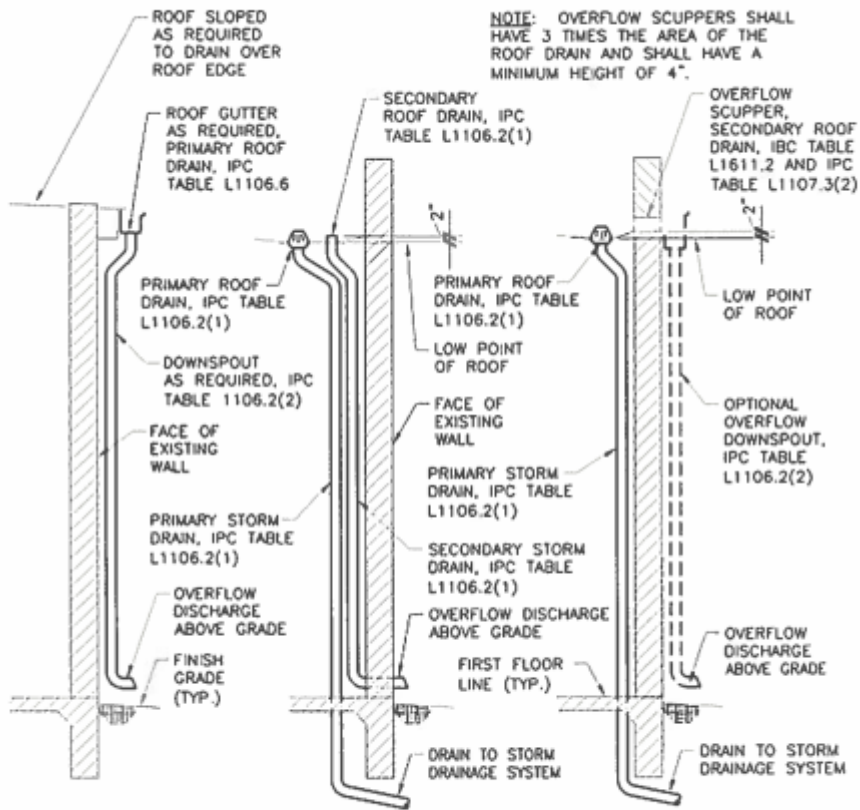
Weathering: Moderate  
 Frost Line Depth: 12 inches  
 Termite: Moderate to Heavy  
 Decay: None to Slight  
 Summer Dry Bulb Temperature: 96 degrees F  
 Summer Wet Bulb Temperature: 69 degrees F  
 Winter Dry Bulb Temperature: 15 degrees F  
 Heating Degree Days: 3499 days  
 Cooling Degree Days: 1738 days  
 Climate Zone: 3B  
 100-Year Hourly Rainfall Rate: 3.3 inches per hour

(20) General (Reduction in uniform roof live loads). Section 1607.14.2 is hereby amended to read as follows:

1607.14.2 Reduction in uniform roof live loads. The minimum uniformly distributed *live loads* of roofs and *marquees*, L<sub>o</sub>, in Table 1607.1 are permitted to be reduced in accordance with Section 1607.14.2.1 except that no roof live load reduction is permitted for any structural roof member on roofs having slopes less than or equal to four (4) inches per foot, or on any arch or dome having a rise less than one-eighth of the span.

(21) Special design rain loads. A new Section 1611.4 is hereby added, which shall read as follows:

1611.4 Special design rain loads. Where the roof perimeter construction extends above the roof and scuppers are used for either primary drainage or secondary emergency overflow, the scuppers shall be designed in accordance with Table L1611.2 in order to limit the rain load on the roof to 20 psf (0.96 kN/m<sup>2</sup>) or less. The roof structure shall be designed for additional rain load in accordance with Section 1611.1 if the wall and roof drainage areas contributing water to a scupper exceed the values shown in Table L1611.2.

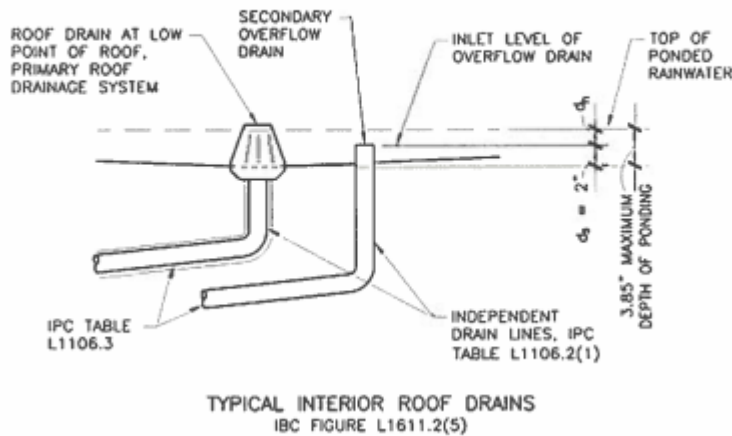
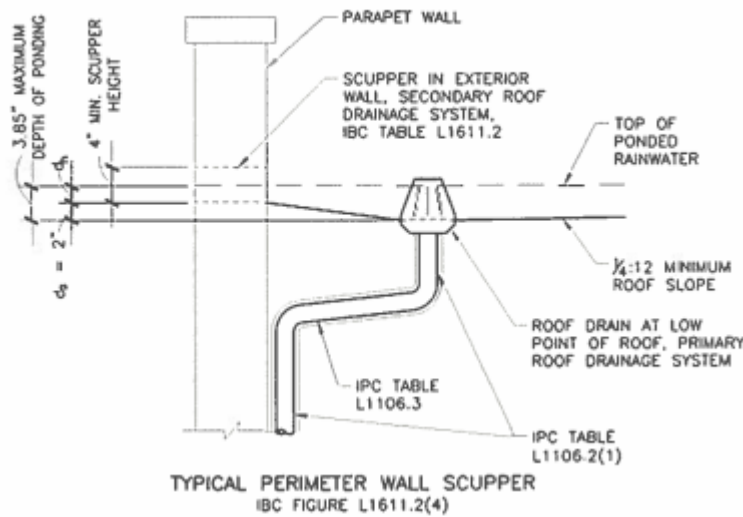


ROOF DRAINAGE AND SLOPED ROOF  
IBC FIGURE L1611.2(1)

ROOF DRAIN AND OVERFLOW DRAIN  
IBC FIGURE L1611.2(2)

ROOF DRAIN AND OVERFLOW SCUPPER  
IBC FIGURE L1611.2(3)





(22) Site grading. Section 1804.4 is hereby amended to read as follows:

1804.4 Site grading. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than 1 unit vertical in 20 units horizontal (5-percent slope) for a minimum distance of 10 feet (3048 mm) measured perpendicular to the face of the wall. If physical obstructions or lot lines prohibit 10 feet (3048 mm) of horizontal distance, a 5-percent slope shall be provided to an *approved* alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped not less than 2 percent where located within 10 feet (3048 mm) of the building foundation. Impervious surfaces within 10 feet (3048 mm) of the building foundation shall be sloped not less than 2 percent away from the building. The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill.

Exceptions:

1. Where climatic or soil conditions warrant, the slope of the ground away from the building foundation shall be permitted to be reduced to not less than 1 unit vertical in 48 units horizontal (2-percent slope).
2. Impervious surfaces shall be permitted to be sloped less than 2 percent where the surface is a door landing or ramp that is required to comply with Section 1010.1.4, 1012.3 or 1012.6.1.
3. Where approved by the *building official*, final site grading may be designed by a design professional registered in the State of Texas.

(23) Foundation elevation. Section 1808.7.4 is hereby amended to read as follows:

1808.7.4 Foundation elevation. Minimum building floor elevations shall comply with Table 1808.7.4 based on relative lot slopes.

**TABLE 1808.7.4**

**MINIMUM FLOOR ELEVATION FOR STRUCTURES RELATIVE TO SLOPES OF THE LOT**

<b>Difference in elevation from top of curb to rear property line (inches)</b>	<b>Minimum floor elevation above top of curb when slope is to rear (inches)</b>	<b>Minimum floor elevation above top of curb when slope is to front (inches)</b>
0	12	12
6	10.5	13.5
12	9	15
18	8	16.5
24	6	18
30	6	19.5

**TABLE 1808.7.4**

**MINIMUM FLOOR ELEVATION FOR STRUCTURES RELATIVE TO SLOPES OF THE LOT**

<b>Difference in elevation from top of curb to rear property line (inches)</b>	<b>Minimum floor elevation above top of curb when slope is to rear (inches)</b>	<b>Minimum floor elevation above top of curb when slope is to front (inches)</b>
36	6	21

1. Sec Section 1804.4 for grading requirements;
2. The minimum floor elevation shall be determined by using the top of the floor slab and shall be a minimum of six (6) inches above the calculated peak water surface elevation as determined by the City Engineer, or that determined by Table 1808.7.4, whichever results in the more stringent requirement. It shall be the responsibility of the builder/contractor to provide the building official with a survey certificate indicating the required finished floor elevation as determined by the surveyor. The required elevation shall be indicated on the construction plans. Structures located in any flood hazard area shall comply with Article 39.05 of the Unified Development Code (UDC), as well as all F.E.M.A. regulations, which will supersede the above.
3. Alternate elevations are permitted subject to review and approval by the City Engineer and the Building Official provided it can be demonstrated by a registered design professional that all required drainage to an approved point of discharge away from the structure is provided at all locations on the site.

(24) Prescriptive footings for light-frame construction. Section 1809.7 is hereby amended to read as follows:

1809.7. Prescriptive footings for light-frame construction. Where a specific design is not provided, concrete footings supporting walls of light-frame construction shall be permitted to be designed in accordance with Tables 1809.7.1 and 1809.7.2 and figures 1809.7.1 through 1809.7.3 below, where permitted by law.

(25) Table 1809.7 "Prescriptive Footings Supporting Walls of Light-Frame Construction"- Table 1809.7 is hereby replaced by Tables 1809.7.1 and 1809.7.2 as follows:

**TABLE 1809.7.1**  
**FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION**  
**a, b, c**

(Monolithic Slab-on-Ground Foundation - Refer to figure 1809.7.1)

Number of Floors Supported by the Footing	Width of Footing		Thickness of Footing	
	(Inches)		(Inches)	
	No Brick Veneer	4" Brick Veneer	No Brick Veneer	4" Brick Veneer
1	16		12	
2				
3	Design Required			

Notes to tables 1809.7.1 and 1809.7.2:

- a. Depth of footings shall be in accordance with Section 1809.4 and Table L1607
- b. Footings are permitted to support a roof in addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor.

**TABLE 1809.7.1**  
**FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION**  
**a, b, c**

(Monolithic Slab-on-Ground Foundation - Refer to figure 1809.7.1)

Number of Floors Supported by the Footing	Width of Footing		Thickness of Footing	
	(Inches)		(Inches)	
	No Brick Veneer	4" Brick Veneer	No Brick Veneer	4" Brick Veneer

- c. Assumes uniform loading by repetitive framing members; concentrated loads shall be considered separately, and may require specific engineering design.

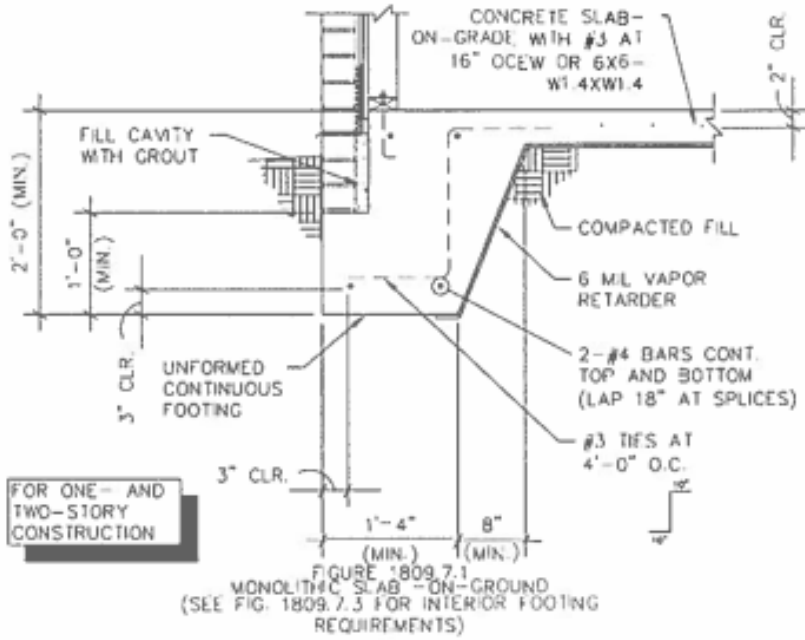
**TABLE 1809.7.1**  
**FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION**  
**a, b, c**  
**(Monolithic Slab-on-Ground Foundation - Refer to figure 1809.7.1)**

Number of Floors Supported by the Footing	Width of Footing		Thickness of Footing	
	(Inches)		(Inches)	
	No Brick Veneer	4" Brick Veneer	No Brick Veneer	4" Brick Veneer
1		16		12
2				
3				Design Required

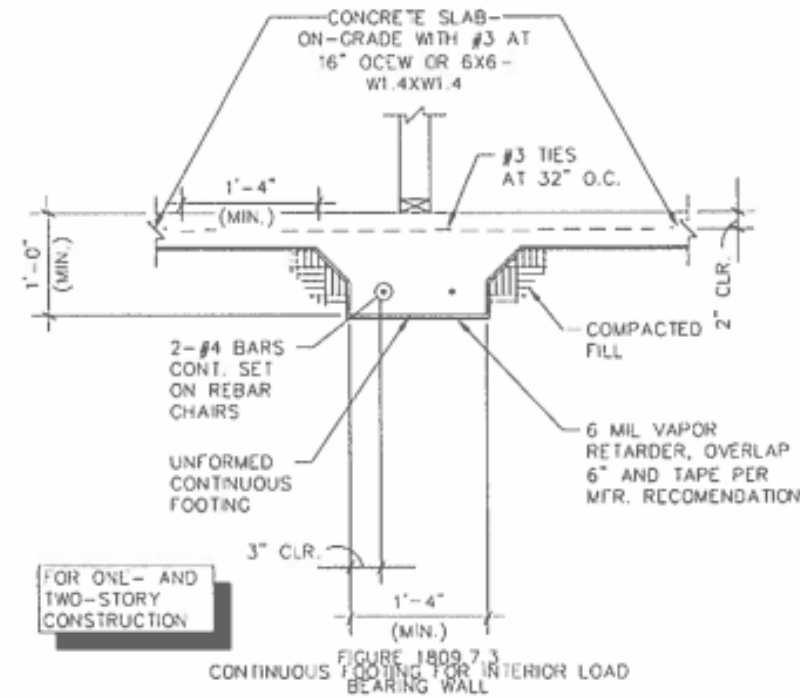
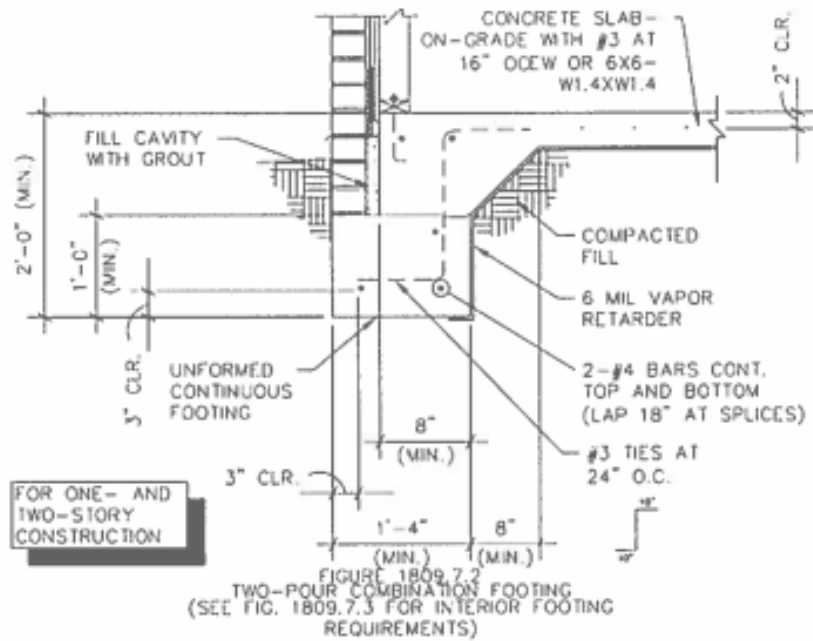
**Notes to Tables 1809.7.1 and 1809.7.2:**

- a. Depth of footings shall be in accordance with Section 1809.4 and Table L1607
- b. Footings are permitted to support a roof in addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor.
- c. Assumes uniform loading by repetitive framing members; concentrated loads shall be considered separately, and may require specific engineering design.

(26) Foundation details. New figures 1809.7.1, 1809.7.2 and 1809.7.3 are hereby added as follows:



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(27) Scope of general plumbing systems. Section 2901.1 is hereby amended to include a second paragraph to read as follows:

The provisions of this chapter are meant to work in coordination with the provisions of Chapter 4 of the *International Plumbing Code*. Should any conflicts arise between the two chapters, the *building official* shall determine which provision applies.

(28) Minimum number of fixtures. Section 2902.1 is hereby amended to read as follows:

2902.1 Minimum number of fixtures. Plumbing fixtures shall be provided in the minimum number as shown in Table 2902.1 based on the actual use of the building or space. Uses not shown in Table 2902.1 shall be considered individually by the code official. The number of occupants shall be determined by this code.

In other than Group E occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing, by the applicant stating reasons for a reduced number and approved by the building official.

(29) Minimum number of required plumbing fixtures. Table 2902.1 is hereby amended to include an additional footnote that reads as follows:

g. Drinking fountains are not required in Group M occupancies with an occupant load of 100 or less, Group B occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.

(30) Signs exempt from permits. Section H101.2 is hereby amended to read as follows:

H101.2 Signs exempt from permits. The following signs are exempt from the requirements to obtain a permit before erection:

1. Any sign being repainted where the painting constitutes the only alteration to the sign.
2. Any on-premises sign posted on private property on maximum twenty-four (24) inch by thirty (30) inch sheet poster panels.
3. Any singular wall sign not exceeding five (5) square feet in area and not projecting more than six (6) inches from the wall of the building.
4. All signs erected by governmental entities for the purpose of public instruction, street or highway designation, control of traffic and similar uses relating to the public interest.
5. Garage and yard sale signs no larger than four (4) square feet.
6. Construction, development, or real estate signs placed on private property and in compliance with this chapter.
7. The replacement of plastic sign faces or panels where the original frame is used, the frame size is not altered, and the substructure is not altered or removed.
8. The replacement of bulbs that illuminate the sign where the original or identical frame is used, and the frame size is not altered, and the substructure is not altered or removed.
9. Directional signs placed on private property and in compliance with this chapter.
10. Flutter flags, placed on private property and otherwise in compliance with this chapter.
11. Portable signs, for on-premises advertising, not exceeding twelve (12) square feet in area.
12. Banner signs, for on-premises advertising, not exceeding twenty-four (24) square feet in area.
13. Nameplate signs for residential locations not exceeding two (2) square feet in area.
14. Contractor signs identifying the contractor or subcontractor performing work on the premises where the sign is displayed. Such signs must not exceed six (6) square feet in area and must be removed when the work is completed.



15. Professional nameplates and occupational signs, when attached to the building face and which denote only the name and occupation of an occupant in a commercial building or public institutional building and not exceeding four (4) square feet of sign area.

16. Temporary political signs placed on private property in compliance with Texas Election Code Section 259.003 and this chapter.

(31) Permits, drawings and specifications. Section H105.2 is hereby amended to read as follows:

H105.2 Permits. Drawings and specifications. Where a permit is required, construction documents shall be required as follows:

1. Scaled and/or dimensioned plans of the sign(s) which clearly show how the sign(s) will be constructed, and
2. A site plan of:
  - (i) The location of the sign relative to property lines, easements, setbacks, buildings, and other structures.
  - (ii) Other existing and proposed signs on the property.

(32) General (roof signs). Section H110.1 is hereby amended to read as follows:

H110.1 General (roof signs). Roofs signs, a sign that extends above or is supported on the roof of a building, is prohibited.

#### Part 2. Open Meetings Act

This meeting was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

#### Part 3. Severability Clause

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

#### Part 4. Repeal

All ordinances or parts of ordinances and sections of any of the City Code of Ordinances in conflict with this Ordinance are hereby repealed.

#### Part 5. Effect on Pending Proceedings

That nothing in this legislation or in the Building Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed

as cited in Part 4 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Part 6. Publication

The City Secretary is authorized and directed to publish the caption and penalty prescribed by this ordinance in accordance with State Law.

Part 7. Enforcement

Any person, firm or individual who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined not less than one dollar (\$1.00) or more than two thousand dollars (\$2,000.00) in accordance with Code of Ordinance Sec. 1.01.009. Each day the violation continues shall constitute a separate and distinct offense.

Part 8. Effective Date

This Ordinance shall be in force and effect from and after October 1, 2024.

CITY OF WOLFFORTH

\_\_\_\_\_  
CHARLES ADDINGTON II, MAYOR

ATTEST:

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

(unapproved draft)

## ORDINANCE NO. 2024-027

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING CHAPTER 3, ARTICLE VI-ELECTRICAL CODE OF THE CODE OF ORDINANCES BY ADOPTING THE 2020 EDITION OF THE NATIONAL ELECTRICAL CODE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

### Part 1. Enacted

THAT, Chapter 3, Article VI NATIONAL ELECTRICAL CODE of the Code of Ordinances is hereby amended by amending Sec. 3.06.001, which shall read as follows:

### **Sec. 3.06.001 Adopted**

The 2020 edition of the National Electrical Code, as copyrighted by the National Fire Protection Association, is hereby adopted by reference as the city electrical code as if fully set out in this article with the additions, deletions, insertions and changes as follows.

### **Amendments:**

(a) Branch Circuits Required - Dwelling Units. Article 210.11(C)(I) is hereby amended to read as follows:

(C) Dwelling Units.

(I) Small-Appliance Branch Circuits. In addition to the number of branch circuits required by other parts of this section, three or more 20-ampere small-appliance branch circuits shall be provided for all receptacle outlets specified by 210.52(B).

(b) Arc-Fault Circuit-Interrupter Protection-Dwelling Units. Article 210.12(A) is hereby amended by adding an exception as follows:

Exception: A 20-amp circuit supplying a single (simplex) receptacle outlet for a refrigerator in a kitchen shall not require AFCI protection.

(c) Commercial Office Space Receptacle Outlets. Article 210 Part III is hereby amended by adding Article 210.51 to read as follows:

210.51 Commercial Office Space Receptacle Outlets. Office spaces classified as Group "B"-Business by the Building Code shall be provided with a minimum of four (4) duplex convenience receptacle outlets per office, and/or shall be provided with a duplex convenience outlet for each twelve linear feet of usable wall space, with no point along such wall further than 6 feet from an outlet. Floor outlets further than two feet from a wall shall not be counted towards meeting this requirement. In no case shall more than seven (7) duplex convenience outlets be installed on one 20 amp circuit.

(unapproved draft)

(d) Dwelling Unit Receptacle Outlets - Small Appliances. Article 210.52 (B)(1)- (3) is hereby amended to read as follows:

(B) Small Appliances.

(1) Receptacle Outlets Served. In the kitchen, pantry, breakfast room, dining room, or similar area of a dwelling unit, the three or more 20-ampere small-appliance branch circuits required by 210.11 (C)(1) shall serve all countertop outlets covered by 210.52(C) only and shall exclude outlet for refrigeration equipment.

Exception No. 1: In addition to the required receptacles specified by 210.52, switched receptacles supplied from a general-purpose 20-ampere branch circuit as required in 210.70(A)(1), Exception No. 1, shall be permitted.

Exception No. 2: In addition to the required receptacles specified by 210.52, a receptacle outlet to serve a specific appliance shall be permitted to be supplied from an individual branch circuit rated 20 amperes or greater.

(2) No Other Outlets. The three or more small-appliance branch circuits specified in 210.52(8)(1) shall have no other outlets.

Exception No. 1: A receptacle installed solely for the electrical supply to and support of an electric clock in any of the rooms specified in 210.52(8)(1).

Exception No. 2: Receptacles installed to provide power for supplemental equipment and lighting on gas-fired ranges, ovens, or counter-mounted cooking units.

(3) Kitchen Receptacle Requirements. Receptacles installed in a kitchen to serve countertop surfaces shall be supplied by not fewer than three small-appliance branch circuits, either or both of which shall also be permitted to supply receptacle outlets in the same kitchen and in other rooms specified in 210.52(8)(1). Additional small-appliance branch circuits shall be permitted to supply receptacle outlets in the kitchen and other rooms specified in 210.52(8)(1). No small-appliance branch circuit shall serve more than one kitchen.

(e) Branch Circuit Load Calculations. Article 220.10 is hereby amended to read as follows:

220.10 General. Branch-circuit loads shall be calculated as shown in 220.12, 220.14, and 220.16. Additionally, in dwelling units, 20-amp lighting and receptacle loads, other than the three required small appliance circuits specified in 210.11 (C)(1) , shall be equally divided on twenty (20)-amp branch circuits.

(f) Receptacle Outlets. Article 220.14(1) is hereby amended to read as follows:

(I) Receptacle Outlets. Except as covered in 220.14(J) and (K), receptacle outlets shall be calculated at not less than 180 volt-amperes for each single or for each multiple receptacles on one yoke. A single piece of equipment consisting of a multiple receptacle comprised of four or more receptacles shall be calculated at not less than 90 volt- amperes per receptacle. This provision shall not be applicable to the receptacle outlets specified in 210.11(C)(1) and (C)(2). In no case shall more than seven (7) duplex receptacles be installed on a single 20-amp circuit in commercial occupancies.

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(g) Non-Residential Buildings with multiple services served by underground service laterals. Article 230.2 is hereby amended by adding a new subsection (F), as follows:

(F) Non-Residential Buildings with multiple services served by underground service laterals. For every non-residential building where multiple services are authorized and are supplied by underground service laterals, there shall be a designated metering/service location at the rear of such building on the exterior wall. There shall be no point along this wall more than seventy-five (75) linear feet from a metering/service location. No utility service point shall be closer than one hundred fifty (150) feet from another utility service point unless otherwise approved. The arrangement and installation of the conductors and equipment shall be as provided for in Article 230.69.

(h) Point of Attachment. Article 230.26 is hereby amended to read as follows:

230.26 Point of Attachment.

(A) The point of attachment of the service-drop conductors to a building or other structure shall provide the minimum clearances as specified in 230.9 and 230.24. In no case shall this point of attachment be less than 3.0 m (10 ft.) above finished grade.

(B) The point of attachment of overhead service drops on a residence or building shall be on the rear of the building (alley side), or at a point agreed upon by the authority having jurisdiction and the serving utility.

(i) Service Masts as Supports. Article 230.28 is hereby amended to read as follows:

230.28 Service Masts as Supports. Only power service-drop or overhead service conductors shall be permitted to be attached to a service mast. Service masts used for the support of service drop or overhead service conductors shall be installed in accordance with the 230.28(A) and (B)

(A) Strength. The Service mast shall be adequate strength or be supported by braces or guys to withstand safely the strain imposed by the service-drop or overhead service conductors. Hubs intended for use with conduit that serves as a service mast shall be identified for use with service-entrance equipment. Where raceway-type service masts are utilized, masts shall consist of rigid metallic conduit (RMC) or intermediate metallic conduit (IMC) not less than 2-inch trade size.

(B) Attachment. Service-drop or overhead service conductors shall not be attached to a service mast between a weatherhead or the end of the conduit and a coupling, where the coupling is located above the last point of securement to the building or other structure or is located above the building or other structure. The point of attachment of the service cable shall be no less than twenty-four (24) inches above the roof.

(j) Number of Service-Entrance Conductor Sets. Article 230.40, Exception No. 1, is hereby amended to read as follows:

Exception No. 1: A building with more than one occupancy shall be permitted to have one set of service-entrance conductors for each service, as defined in 230.2, run to each occupancy or group of occupancies. If the number of service disconnect locations for any given classification of service does not exceed six, the requirements of 230.2 (E) and Article 230.69 shall apply at each location. If the number of service disconnect locations exceeds six for any given supply classification, all service disconnect locations for all supply characteristics, together with any branch circuit or feeder supply sources, if applicable, shall be clearly described using suitable

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graphics or text, or both, on one or more plaques located in an approved, readily accessible location(s) on the building or structure served as near as practicable to the point(s) of attachment or entry(ies) for each service drop or service lateral and for each set of overhead or underground service conductors.

(k) Service Equipment - General. Article 230 Part V is hereby amended by adding Article 230.68 to read as follows:

230.68 Meter Installation.

(A) Each meter socket installation shall be on the outside of the building, residence or other structure and shall be mounted not more than six (6) feet nor less than five (5) feet above the level of the standing space measured to the center of the meter face, except when the device or area for mounting the meter base is provided by the serving utility or otherwise approved by the authority having jurisdiction and/or servicing utility.

(B) Multi-meter bases of two (2) or more meters at any one location shall have a marking of a permanent type to identify the unit and /or space served. Lettering shall no less than one-eighth of an inch, clearly visible while facing meter base. Marking shall be done in a manner that does not allow for weather fading and/or accidental damage or removal without extensive work. Stamping is permitted.

(l) Non-Residential Buildings with multiple services served by underground service laterals. Article 230 Part V is hereby amended by adding a new Article 230.69 to read as follows:

Article 230.69. Non-Residential Buildings with multiple services served by underground service laterals. Non-Residential Buildings with multiple services served by underground service laterals shall have all services configured in accordance with 230.69 (1) through (6).

(1) Taps and service connections, less than 600 amperes. Services rated less than 600A can consist of gutters, wire-way, or wire-trough with a minimum size of ten (10) inch x ten (10) inch x seventy-two (72) inch or as determined by NFPA 70, whichever is greater to contain the service conductors to supply the meter bases and service disconnects at each metering location. Conductors shall be required to traverse the entire length of the wire-way and shall be terminated on an approved termination lug or block. Termination point shall be service rated.

(2) Taps and service connections, 600 amperes or greater. Services rated 600 amperes or greater shall have a tap box specifically manufactured with UL listing for the purpose of tapping service conductors at each meter location. It shall possess the full current rating of service and be sized to accommodate bending radius of conductors. Tap box shall be manufactured with correct lug configuration to accommodate the appropriate phases, voltage, conductor size, conductor material, and number of service conductors possible or designed. Enclosure shall be manufactured as suitable for wet location, shall be lockable, and corrosion resistant. In addition to tap box requirements, services rated 600 amperes or greater may consist of gutters, wire-ways, or wire trough with a minimum size of ten (10) inch x ten (10) inch x seventy-two (72) inch or as determined by NFPA70, whichever is greater to contain service conductors to supply the meter bases and service disconnects at each meter location.

(3) Conductors and raceways. The contractor shall provide service conductors and raceways from the tap-box, wire-way or wire-trough to the point of connection of the

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serving utility. There shall be one additional four-inch conduit provided from each point of connection of the serving utility or a terminal junction box adjacent to the metering location. The contractor shall provide an acceptable means for at least six (6) meter taps from the service feed brought to each point of service connection.

(4) Sizing of service entrance conductors and equipment. If the actual load of the building is not known, an assumed load of twenty (20) volt-amperes per square foot shall be used to size the service conductors.

(5) Phase-matching and balancing of load. All service taps which connect to the building service shall match the phasing of the building service. Service taps connecting to a 3-phase 4-wire building service shall be 3-phase and 4-wire taps. Service taps shall be load balanced before a final inspection is granted and the system shall be balanced back to the building service.

(6) Method of grounding services. Multi-meter services shall be grounded at the service connection point in the wire way and all service taps shall be grounded to that point. The grounding conductor shall be sized according to the requirements of Article 250 for the service size.

(m) Grounding Electrode System. Article 250.50 is hereby amended to read as follows:

250.50 Grounding Electrode System. All grounding electrodes as described in 250.52(A)(1) through (A)(7) that are present at each building or structure served shall be bonded together to form the grounding electrode system. Where none of these grounding electrodes exist, one or more of the grounding electrodes specified in 250.52 (A)(4) through (A)(8) shall be installed and used. In new construction, or in any building reconstruction or addition involving the new construction of a concrete foundation containing reinforcing steel that complies with the requirements of Article 250.52(A)(3), a concrete encased electrode shall be provided as part of the grounding electrode system. Where a concrete encased electrode or metallic water piping is used, a supplemental electrode complying with 250.52 (A)(5) shall be provided.

Exception: Concrete-encased electrodes of existing buildings or structures shall not be required to be part of the grounding electrode system where the steel reinforcing bars or rods are not accessible for use without disturbing the concrete.

(n) Minimum Size of Conductors. Article 310.3(A) is hereby amended to read as follows:

310.3(A) Minimum Size of Conductors. The minimum size of conductors for voltage rating up to and including 2000 volts shall be 12 AWG copper or 10 AWG copper-clad aluminum except as permitted elsewhere in NFPA 70 as adopted.

Exceptions:

- (1) Pendant and portable cords.
- (2) Fixture wire.
- (3) No. 14 AWO copper or 12 AWG copper-clad aluminum may be used for individual fixture leads at an outlet box.
- (4) No. 14 AWG copper or 12 AWG copper-clad aluminum may be used for control circuits operating contactors or relays of a size that cannot exceed the load requirements of the control circuit.

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- (5) Wiring for systems covered under Article 700 (Emergency Systems).
- (6) Wiring for systems covered under Article 600 (Electrical Signs).
- (7) No. 14 AWG copper or 12 AWG copper-clad aluminum may be used for the wiring of switch legs in residential occupancies where provided with appropriate over current device and calculated switch leg load does not exceed 15 amperes.
- (8) Notwithstanding exceptions (1)-(7) above, where permitted elsewhere in NFPA 70 as adopted.

(o) Conductor Material. Article 310.3(8) is hereby amended to read as follows:

(B) Conductor Material. Conductors in this article shall be of aluminum, copper-clad aluminum, or copper unless otherwise specified. Solid aluminum conductors 8, 10, and 12 AWG shall be made of a J\A- 8000 series electrical grade aluminum alloy conductor material. Stranded Aluminum conductors 8 AWG through 1000 kcmil marked as Type RFF, RIIW, XHHW, THW, THHW, THWN, THIM, THI-IN, service-entrance Type SE Style U, and SE Style R shall be made of an AA-8000 series electrical grade aluminum alloy conductor material. Aluminum conductors shall be terminated properly with lugs or termination rated for use with conductor material and installed in accordance with NFPA 70B with proper tools for torque. Such conductors may also be used as branch circuit wiring in commercial and industrial applications in No. 4 AWG or larger wire sizes, subject to further conditions outlined herein.

Exceptions:

- (1) No aluminum conductors shall be installed on any branch circuits.
- (2) No aluminum conductors shall be installed on any grounding systems.

(p) Panelboard Overcurrent Device Capacity. Article 408 Part III is hereby amended by adding article 408.35 to read as follows:

408.35. Panelboard Spare Circuit Capacity. Panelboards serving dwelling units shall be provided with capacity for two additional 120-volt branch circuits and shall be provided with a spare raceway of not less than 3/4" trade size installed from the panel to an accessible crawl space in the attic, under the floor, or to the outside of the house where there is no accessible attic or crawl space.

## Part 2. Open Meetings Act

This meeting was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

## Part 3. Severability Clause

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

## Part 4. Repeal



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All ordinances or parts of ordinances and sections of any of the City Code of Ordinances in conflict with this Ordinance are hereby repealed.

Part 5. Effect on Pending Proceedings

That nothing in this legislation or in the Electrical Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Part 4 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Part 6. Publication

The City Secretary is authorized and directed to publish the caption and penalty prescribed by this ordinance in accordance with State Law.

Part 7. Enforcement

Any person, firm or individual who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined not less than one dollar (\$1.00) or more than two thousand dollars (\$2,000.00) in accordance with Code of Ordinance Sec. 1.01.009. Each day the violation continues shall constitute a separate and distinct offense.

Part 8. Effective Date

This Ordinance shall be in force and effect from and after October 1, 2024.

CITY OF WOLFFORTH

\_\_\_\_\_  
CHARLES ADDINGTON II, MAYOR

ATTEST:

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

(unapproved draft)

**ORDINANCE NO. 2024-028**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING CHAPTER 3, ARTICLE VIII-INTERNATIONAL RESIDENTIAL CODE OF THE CODE OF ORDINANCES BY ADOPTING THE 2021 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Part 1. Enacted

THAT, Chapter 3, Article VII INTERNATIONAL RESIDENTIAL CODE of the Code of Ordinances is hereby amended by amending Sec. 3.08.001, which shall read as follows:

**Sec. 3.08.001 Adopted**

The International Residential Code, as published by the International Code Council, is hereby adopted by reference as the city residential code as if fully set out in this article with the additions, deletions, insertions and changes as follows.

**Amendments:**

(a) Definitions. Section R202 is hereby amended by adding a new definition as follows:

ENGINEERED FILL. Soil used for fill or backfill that has been placed, compacted and tested in accordance with the specifications of the structural or geotechnical engineer of record, or, where such specifications do not exist, that has been classified, placed, compacted and tested to a minimum 95% of standard proctor density in accordance with accepted industry standards.

(b) Climatic and geographic design criteria. Table R301.2 is hereby deleted and replaced with the following. Footnotes to Table R301.2 shall remain unchanged, except for the deletion of footnote e and n:

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<b>TABLE R301.2 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA</b>	
<b>GROUND SNOW LOAD</b> 15 psf	
<b>Wind Design</b>	<b>Speed (mph)</b> 115
	<b>Topographic effects</b> No
	<b>Special wind region</b> No
	<b>Windborne debris zone</b> No
<b>SEISMIC DESIGN CATEGORY</b> A	
<b>Subject to Damage From</b>	<b>Weathering</b> Moderate
	<b>Frost line depth</b> 12 inches
	<b>Termite</b> Moderate to Heavy
<b>WINTER DESIGN TEMP</b> 15 Degrees	
<b>ICE BARRIER UNDERLAYMENT REQUIRED</b> No	
<b>AIR FREEZING INDEX</b> 172	
<b>MEAN ANNUAL TEMP</b> 59.9 Degrees	
For SI: 1 pound per square foot= 0.0479 kPa, 1 mile per hour= 0.447 <i>mis</i>	

(c) Exterior walls. Section R302.1 is hereby amended by the addition of a new exception #6 to read as follows:

6. In garden home developments with casements specifically allowing overhangs to project into adjacent lots, overhangs may project a maximum of 2 feet (609.6 mm) across the property line. Such overhangs must be one-hour fire resistive construction and be decked with fire retardant treated decking. The overhang shall not be equipped with soffit vents or penetrations.

(d) Exterior walls. Table R302.1(2). Table R.302.1(2) is hereby amended to read as follows:

<b>TABLE R302.1(2)</b>		
<b>EXTERIOR WALLS</b>		
<b>Exterior Wall Element</b>	<b>Minimum Fire-Resistance Rating</b>	<b>Minimum Fire Separation Distance</b>

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Walls	Fire-resistance rated	1-hour in accordance with ASTM E119 or UL 263 with exposure from both sides	less than 5 feet
	Non Fire-resistance rated	0 Hours	5 feet or greater
	Not allowed	N/A	Less than 2 feet
Projections	Fire-resistance rated	1 hour on the underside <sup>a,b</sup>	2 feet to less than 3 feet
	Non Fire-resistance rated	0 Hours	3 feet
	Not allowed	N/A	Less than 3 feet
Opening in walls	Maximum of 25% of wall area	0 Hours	3 feet
	Unlimited	0 Hours	5 feet
Penetrations	All	Comply with Section R302.4	Less than 3 feet
		None required	3 feet or greater

a. Roof eave fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the eave if fire blocking is provided from the wall top plate to the underside of the roof sheathing.

b. Roof eave fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the cave provided that gable vent openings are not installed.

(e) Opening protection. Section R302.5. 1 is hereby amended to read as follows:

R302.5. 1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1-3/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1-3/8 inches (35 mm) thick, or 20-minute fire-rated doors. A hard-wired Carbon Monoxide Detector shall be installed within five (5) feet (1524 mm) on the residence side of the garage door entrance to the structure.

(f) Bathrooms. Section R303.3 is hereby amended to read as follows:

R.303.3 Bathrooms. Bathrooms, water closet compartments and other similar rooms shall be provided with aggregate glazing area in windows of not less than 3 square feet (0.3 m<sup>2</sup>), one-half of which must be openable.

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Exception: The glazed areas shall not be required where artificial light and a local exhaust system are provided. The minimum local exhaust rates shall be determined in accordance with Section MI505. Exhaust air from the space shall be exhausted directly to the outside, or into a ventilated attic at least 10" above the ceiling insulation line or to a soffit, gable or cave vent.

(g) Mechanical ventilation. Section R303.4 is hereby deleted in its entirety.

(h) Emergency escape and rescue required. Section R31 0.1 is hereby amended to read as follows:

R31 0.1 Emergency escape and rescue required. *Basements, habitable allies* and every sleeping room shall have not less than one operable *emergency escape and rescue opening*. *Emergency escape and rescue openings* shall open directly into a street, public alley, or other *approved public way*, or into a *yard* or court on the same property that opens to an *approved public way*. Where *basements* contain one or more sleeping rooms, an *emergency escape and rescue opening* shall be required in each sleeping room, but shall not be required in adjoining areas of the basement. Where emergency escape and rescue openings are provided, they shall have a sill height of not greater than 44 inches (1118 mm) above the floor or a permanent adjacent standing surface of not less than 36 in. x 36 in. (914 mm. x 914 mm.). Where a door opening having a threshold below the adjacent ground elevation serves as an *emergency escape and rescue opening* and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply with Section R31 0.4.4. The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. *Emergency escape and rescue openings* with a finished sill height below the adjacent ground elevation shall be provided with an area well in accordance with Section R310.4.

Exceptions:

1. Basements used only to house mechanical equipment and not exceeding a total floor area of 200 square feet (18.6 m<sup>2</sup>).
2. Basements not containing bathing facilities or designated as bedrooms may be provided with alternatives to emergency escape and rescue openings as follows:
  - a. Basements not exceeding 500 square feet (46.5 m<sup>2</sup>) and designated for use as a storm shelter - No requirement.
  - b. I not exceeding 800 square feet (74.3 m<sup>2</sup>) and designated for use as a storm shelter:
    - i. Top of basement stairs to be located within 10 feet (3048 mm) of an approved emergency escape and rescue opening, or within 20 feet (6096 mm) where entirely protected by an approved one-hour fire rated corridor constructed in accordance with the International Building Code. For purposes of this Section, "travel distance" shall mean the centerline of the shortest route that affords a minimum 36 inches (914.4 mm) wide unobstructed path of travel;
    - ii. Basement and path of travel to an approved emergency escape and rescue opening to be protected by an NFPA 13D fire suppression system;
    - iii. As otherwise approved by the building official.
  - c. Basements of any size where the entire dwelling is provided with an automatic fire suppression system throughout in accordance with NFPA 13D - No requirement.

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(i) Automatic fire sprinkler systems. Section R310.3 is hereby deleted.

(j) Storm shelters (General). Section R323.1 is hereby amended to read as follows:

R323.1 Storm shelters (General). This section applies to storm shelters where constructed as separate detached buildings or where constructed as safe rooms within buildings for the purpose of providing refuge from storms that produce high winds, such as tornados and hurricanes. In addition to other applicable requirements in this code, such storm shelters shall be constructed in accordance with ICC 500.

Exception: Basements designated as storm shelters for purposes of complying with exception 1 or 2 to Section R310.1 need not be constructed in accordance with ICC 500.

(k) Mezzanines. Section 325.3 is hereby amended to read as follows:

R325.3 Area limitation. The aggregate area of a mezzanine or mezzanines shall be not greater than one-third of the floor area of the room or space in which they are located. The enclosed portion of a room shall not be included in a determination of the floor area of the room in which the mezzanine is located.

Exception: The aggregate area of a mezzanine located within a dwelling unit shall not be greater than one-half of the floor area of the room, provided that the mezzanine meets all of the following requirements:

1. Except for enclosed closets and bathrooms, the mezzanine is open to the room in which such mezzanine is located.
2. The opening to the room is unobstructed except for walls not more than 42 inches (1067 mm) in height, columns and posts.
3. The exceptions to Section R325.5 are not applied.

(l) Minimum size (of footings). Section R403.1.1 is hereby amended to read as follows:

R403.1.1 Minimum size. Minimum sizes for concrete and masonry footings shall be as set forth in The City of Wolforth Residential Foundation Details, adopted by reference as though fully set out herein.

(m) Minimum depth. Section R403.1.4 is hereby amended to read as follows:

Section R403.1.4. Minimum depth. All exterior footings shall be placed at least 12 inches (305 mm) below the undisturbed ground or engineered fill (see definition) surface. Where applicable, the depth of footings shall also conform to Section R403.1.4.1.

(n) Foundation anchorage. Section R403.1.6. is hereby amended by the addition of a third exception to read as follows:

3. On exterior walls, *approved* powder-actuated pins may be used in lieu of anchor bolts within twelve (12) inches (304.8 mm) of the joints of sole plates, not including corners.

(o) Foundation elevation. Section R403.1.7.3 is hereby amended to read as follows:

R.403.1.7.3. Foundation elevation. The lowest portion of a building finished floor elevation shall be installed no lower than that indicated in Table R.403.1.7.3 below:

**TABLE R403.1.7.3.**

**Minimum Floor Elevations for Structures Relative to Lot Slope**

<b>Elevation Difference-Top of curb to rear property line (inches)</b>	<b>Min. Floor Elevation above top of curb when slope is from front to rear (inches)</b>	<b>Min. Floor Elevation above top of curb when slope is from rear to front (inches)</b>
0	12	12
6	10.5	13.5
12	9	15
18	8	16.5
24	6	18
30	6	19.5
36	6	21

- 1) The ground shall slope away from the structure in all directions as required elsewhere in this code;
- 2) The minimum distance from the finished ground elevation to the top of the floor shall be eight (8) inches at all locations around the building;
- 3) Minimum floor elevations. The minimum floor elevation shall be determined by using the top of the floor slab and shall be a minimum of six (6) inches above the calculated peak water surface elevation as determined by the city engineer, or that determined by Table R403. 1 .7.3, whichever results in the more stringent requirement. It shall be the responsibility of the builder/contractor to provide the city building official with a survey certificate indicating the required finish floor elevation as determined by the surveyor. The required elevation shall be indicated on the construction plans and marked on the front street curb. Structures located in any floor hazard area shall comply with all F.E.M.A.

**TABLE R403.1.7.3**

**Minimum Floor Elevations for Structures Relative to Lot Slope**

<b>Elevation Difference-Top of curb to rear property line (inches)</b>	<b>Min. Floor Elevation above top of curb when slope is from front to rear (inches)</b>	<b>Min. Floor Elevation above top of curb when slope is from rear to front (inches)</b>
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regulations, which will supersede the above.

4) Alternate elevations are permitted subject to the approval of the building official and city engineer, provided it can be demonstrated that required drainage to an approved point of discharge and away from the structure is provided at all locations on the site.

(p) Concrete and masonry Foundation walls. Sections R404. 1.2. I and R404. 1.3 arc hereby amended to read as follows:

R404. 1 .2.1 Masonry foundation walls. Concrete masonry and clay masonry foundation walls shall be constructed as set forth in Tables R404. 1. 1 (1), R404. 1.1(2), R404. 1.1(3) or R404. 1.1(4) and shall also comply with the applicable provisions of Sections R606. Where applicable, such walls shall be designed and constructed in accordance with the City of Wolfforth Residential Foundation Details, adopted by reference as though fully set out herein. In

Seismic Design Categories Do, D1 and D2, concrete masonry and clay masonry foundation walls shall comply with Section R404.1.4. Rubble stone masonry foundation walls shall be constructed in accordance with Sections R404.1.8 and R606.4.2. Rubble stone masonry walls shall not be used in *Seismic Design Categories* D<sub>0</sub>, D<sub>1</sub> and D<sub>2</sub>, or in I in *Seismic Design Category C*.

R404. 1 .3 Concrete foundation walls. Concrete foundation walls that support light-frame walls shall be designed and constructed in accordance with the provisions of this section, ACI 318, ACI 332, PCA 100, or the City of Wolfforth Residential Foundation Details, adopted by reference as though fully set out herein. Concrete foundation walls that support above-grade concrete walls that are within the applicability limits of Section R608.2 shall be designed and constructed in accordance with the provisions of this section, ACI 318, ACI 332 or PCA 100. Concrete foundation walls that support above-grade concrete walls that are not within the applicability limits of Section R608.2 shall be designed and constructed in accordance with the provisions of ACI 318, ACI 332 or PCA I 00. When ACI 318, ACI 332, PCA 100 or the provisions of this section arc used to design concrete foundation walls, project drawings, typical details and specifications are not required to bear the seal of the architect or engineer responsible for design, unless otherwise required by the state law of the *jurisdiction* having authority.

(q) Concrete or masonry foundations. The exceptions to Section 405. 1 arc hereby amended to read as follows:

Exceptions:

1. A drainage system is not required when the foundation is installed on well-drained ground or sand-gravel mixture soils according to the Unified Soil Classification System, Group I soils, as detailed in Table R405.1.

2. A drainage system is not required for a basement wall footing where the excavation for the basement wall does not result in a soil disturbance closer than three (3) feet (914.4 mm) to the exterior roof drip line and there is no evidence of groundwater infiltration.

(r) Foundation water management. Section R406 is hereby amended by re-titling of the Section and amended to read as follows:

**SECTION R406**  
**FOUNDATION WATER MANAGEMENT**



(unapproved draft)

R406.1 Concrete and masonry foundation dampness resistance. Except where required by Section R406.2 to be made water-resistant, foundation walls that retain earth and enclose interior spaces and floors below *grade* shall be treated to resist dampness from the top of the footing to the finished grade. Masonry walls shall have not less than 3/8 inch (9.5 mm) Portland cement parging applied to the exterior of the wall. The parging shall be treated in accordance with one of the following:

1. Bituminous coating,
2. 3 pounds per square yard (1.63 kg/m<sup>2</sup>) of acrylic modified cement.
3. 1/8-inch (3.2 mm) coat of surface-bonding cement complying with ASTM C887.
4. Any material permitted in Section R406.2.
5. Other *approved* materials or methods.

Exception: Parging of unit masonry walls is not required where a material is *approved* for direct application to the masonry.

Concrete walls shall be treated for resistance to dampness by applying any one of the above listed materials or any one of the materials listed in Section R.406.2 to the exterior of the wall.

R406.2 Concrete and masonry foundation water resistant barriers. In areas where a high water table or other severe soil-water conditions are known to exist, exterior foundation walls that retain earth and enclose interior spaces and floors below grade shall be provided with water resistant barriers from the top of the footing to the finished grade. Such barriers shall be in accordance with one of the following:

1. 2-ply hot-mopped felts.
2. 55 pound (25 kg) roll roofing.
3. 6-mil (0.15 mm) polyvinyl chloride.
4. 6-mil (0.15 mm) polyethylene.
5. 40-mil (1 mm) polymer-modified asphalt.
6. 60-mil (1.5 mm) flexible polymer cement.
7. 1/8-inch (3 mm) cement-based, fiber-reinforced waterproof coating.
8. 60-mil, (0.22 mm) solvent-free, liquid-applied synthetic rubber.
9. Other approved materials or methods.

Exception: Organic-solvent-based products such as hydrocarbons, chlorinated hydrocarbons, ketones and esters shall not be used for ICF walls with expanded polystyrene form material. Plastic roofing cements, acrylic coatings, latex coatings, mortars and pargings are permitted to be used to seal ICF walls. Cold setting asphalt or hot asphalt shall conform to type C of ASTM D449. Hot asphalt shall be applied at a temperature of less than 200 degrees Fahrenheit (93 degrees Celsius).

All joints in membrane barriers shall be lapped and sealed with an adhesive compatible with the membrane.

(unapproved draft)

R406.3 Dampness resistance for wood foundations. Wood foundations enclosing habitable or usable spaces located below grade shall be treated for resistance to dampness in accordance with Sections R406.3. 1 through R.406.3.4.

(s) Wood floor framing design and construction. Sections R502.2 and R502.3 are hereby amended to read as follows:

R502.2 Wood floor framing design and construction. Floors shall be designed and constructed in accordance with the provisions of this chapter, Figure R.502.2 and Sections R317 and R318 or in accordance with ANSI AWC NDS. Basement floor-ceiling structural assemblies, where supporting a concrete floor slab above, shall be constructed in accordance with Section R502.3 and as applicable (figures contained in the City of Wolforth Residential Foundation Details, adopted by reference as though fully set out herein).

R.502.3 Allowable joist spans. Spans for floor joists shall be in accordance with Tables R502.3.1(1) and R502.3.1(2), as applicable. For the most current data, other grades and species, or other loading conditions, refer to the latest AF & PA Span Tables for Joists and Rafters and/or current data available from the American Wood Council.

(t) Concrete floors on ground, general. Section R506.1 is hereby amended to read as follows:

R506.1 Concrete floors on ground, General. Concrete slab-on-ground floors shall be a minimum 3.5 inches (89 mm) thick (for expansive soils, see Section R403.1.8). The specified compressive strength of concrete shall be as set forth in Section R402.2.

(u) Alternative attachments to fastening schedule. Footnote g to Table 602.3(2) is hereby deleted in its entirety.

(v) Headers. Section R602.7 is hereby amended as follows:

R602.7 Headers. For header spans, see Tables R602.7(1), R602.7(2) and R602.7(3). For the most current data, other grades and species, or other loading conditions, refer to the latest AF & PA Span Tables for Joists and Rafters and/or current data available from the American Wood Council.

(w) Garage door labeling. Section R609.4.1 is hereby deleted in its entirety.

(x) Flashing. Section R703.4 is hereby amended to read as follows:

R703.4 Flashing. *Approved* corrosion-resistive flashing shall be provided in the exterior wall envelope in such a manner as to prevent entry of water into the wall cavity or penetration of water to the building structural framing components. Self-adhered membranes used as flashing shall comply with AAMA 711. The flashing shall extend to the surface of the exterior wall finish and shall be installed to prevent water from re- entering the exterior wall envelope. *Approved* corrosion-resistant flashings shall be installed at all of the following locations:

1. At top of all exterior window and door openings in such a manner as to be leak proof.
2. At the intersection of chimneys or other masonry construction with frame or stucco walls, with projecting lips on both sides under stucco copings.
3. Under and at the ends of masonry, wood or metal copings and sills.
4. Continuously above all projecting wood or composite trim.
5. Where exterior porches, decks or stairs attach to a wall or floor assembly of wood-frame construction.

(unapproved draft)

- 6. At wall and roof intersections.
- 7. At built-in gutters.

Exceptions:

- 1. The requirements of Item 3 above may be omitted if a poured concrete foundation is used with a minimum 8-inch brick ledge drop.
- 2. The requirements of Item 3 above may be omitted where soffits, porches or awnings serve as protection for the upper course of brick veneer.

TABLE 703.8.4 (1)				
THE ATTACHMENT AND AIRSPACE REQUIREMENTS				
BACKING AND TIE	MINIMUM TIE <sup>a</sup>	MINIMUM TIE FASTENER <sup>a</sup>	AIRSPACE	
Wood stud backing with corrugated sheet metal	22 U.S. gage (0.0299 in) x 7/8 in. wide	6D- 2” nail, ring shank or #8 – 2” screw	Nominal 1 in. between sheathing and veneer	
Wood stud backing with metal strand wire	W1.7 (No. 9 U.S. gage; 0.148 in) with hook embedded in mortar joint	60 – 2” nail, ring shank or #8 – 2” screw	Minimum nominal 1 in. between sheathing and veneer	Maximum 4-1/2 in. between backing and veneer
Cold-formed steel stud backing with adjustable metal strand wire	W1.7 (No. 9 U.S. gage; 0.148 in) with hook embedded in mortar joint	No. 10 screw extending through the steel framing a minimum of three exposed threads	Minimum nominal 1 in. between sheathing and veneer	Maximum 4-1/2 in. between backing and veneer

a. All ties and fasteners to be corrosion-resistant

(y) Flashing. Section R703.8.5 is hereby amended to read as follows:

**R703.8.5 Flashing.** Flashing shall be located beneath the first course of masonry within the first mortar bed joint above finished ground level above the foundation wall or slab and at other points of support, including structural floors, shelf angles and lintels that are not protected by caves or patio covers when masonry veneers are designed in accordance with Section R703.8. See Section R703.4 and the City of Wolfforth Residential Foundation Details for additional requirements.

Exception: The requirements of R703.8.5 may be omitted if a poured concrete foundation is used with a minimum 8-inch brick ledge drop and all exterior window and door openings are caulked with sealant.

(unapproved draft)

(z) Weepholes. Section R703.8.6 is hereby amended to read as follows:

R703.8.6 Weepholes. Weepholes shall be provided in the outside wythe of masonry walls at a maximum spacing of 33 inches (838 mm) on center.

Weepholes shall not be less than 3/16 inch (5 mm) in diameter. Weepholes shall be located immediately above the flashing.

Exception: The requirements of R703.8.6 may be omitted if a poured concrete foundation is used with a minimum 8-inch brick ledge drop and all exterior window and door openings are flashed in accordance with Section R703.8.5, as amended.

(aa) Rafter size. Section R802.4.1 is hereby amended to read as follows:

R.802.4.1 Rafter size. Rafters shall be sized based on the rafter spans in Tables R802.4.1 (1) through R802.4. I (8). For the most current data, other grades and species, or other loading conditions, refer to the latest AF & PA Span Tables for Joists and Rafters and/or current data available from the American Wood Council. Rafter spans shall be measured along the horizontal projection of the rafter.

(bb) Ceiling joist size. Section R802.5.1 is hereby amended to read as follows:

R802.5.1 Ceiling joist size. Ceiling joists shall be sized based on the joist spans in Tables R802.5.1(1) and R802.5.1(2). For the most current data, other grades and species, or other loading conditions, refer to the latest AF & PA Span Tables for Joists and Rafters and/or current data available from the American Wood Council.

(cc) Ventilation required. Section R806. 1 is hereby amended by adding the following exception after the section:

Exception: Attic ventilation shall not be required when drywall is installed directly on the interior side of the rafters, the roof deck is insulated with spray foam, or is deemed unnecessary by the building official due to atmospheric or climatic conditions.

(dd) Roof re-cover not allowed. Section R908.3.1.1 is hereby amended to read as follows:

R908.3.1.1 A roof recover shall not be permitted where any of the following conditions occur:

1. Where the existing roof or roof covering is water soaked or has deteriorated to the point that the existing roof or roof covering is not adequate as a base for additional roofing.
2. Where the existing roof covering is wood shake, slate, clay, cement, asbestos-cement tile, or asphalt, fiberglass or composition shingles.
3. Where the existing roof has two or more applications of any type of roof covering.

(ff) Energy efficiency (Chapter 11). The entire text of Chapter 11 is hereby deleted and replaced with the following:

Chapter 11 - Energy Efficiency. One- and two-family dwellings shall comply with the applicable energy conservation provisions of the 2021 International Energy Conservation Code, as amended.

(ff) Protection against physical damage. Section M1308.2.1 is hereby amended to read as follows:

(unapproved draft)

M1308.2.1 Protection against physical damage. In concealed locations where piping is installed through holes or notches in studs, joists, rafters or similar members less than 1.5 inches (38 mm) from the nearest edge of the framing member face to which wall, ceiling or floor membranes will be attached, the pipe shall be protected by steel shield plates. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 gage). Such plates shall cover the area of the pipe where the member is notched or bored.

(gg) Auxiliary and secondary drain systems. Section M1411.3.1 is hereby amended to read as follows:

M1411.3.1 Auxiliary and secondary drain systems. In addition to the requirements of Section M1411.3.1, a secondary drain or auxiliary drain pan shall be required for each cooling or evaporator coil where damage to any building components will occur as a result of overflow from the equipment drain pan or stoppage in the condensate drain piping. Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than 1/8-unit vertical in 12 units horizontal (I-percent slope). Drain piping shall be a minimum of 3/4- inch (19 mm) nominal pipe size. One of the following methods shall be used:

1. An auxiliary drain pan with a separate drain shall be installed under the coils on which condensation will occur. The auxiliary pan drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The pan shall have a minimum depth of 1.5 inches (38 mm), shall not be less than 3 inches (76 mm) larger than the unit or the coil dimensions in width and length and shall be constructed of corrosion-resistant material. Metallic pans shall have a minimum thickness of not less than 0.0276- inch (0.7 mm) galvanized sheet metal. Nonmetallic pans shall have a minimum thickness of not less than 0.0625 inch (1.6 mm).
2. A separate overflow drain line shall be connected to the drain pan installed with the *equipment*. This overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection.
3. An auxiliary drain pan without a separate drain line shall be installed under the coils on which condensate will occur. This pan shall be equipped with a water-level detection device conforming to UL 508 that will shut off the equipment served prior to overflow of the pan. The auxiliary drain pan shall be constructed in accordance with Item 1 of this section.

(hh) Auxiliary drain pan. Section M1411.5 is hereby amended to read as follows:

M1411.5 Auxiliary drain pan. Category IV condensing appliances shall have an auxiliary drain pan where damage to any building component will occur as a result of stoppage in the condensate drainage system. These pans shall be installed in accordance with the applicable provisions of Section M1411 .3.

(ii) Insulation of refrigerant piping. Section M1411 .6 is hereby amended to read as follows:

Section M1411.6. Insulation of refrigerant piping. Piping and fittings for refrigerant vapor (suction) lines shall be insulated with 3/8-inch (9.53 mm) wall closed cell insulation having a thermal resistivity of at least  $R = 2.D \text{ hr}\cdot\text{ft}^2 \text{ -- F/BTU}$  and having external surface permeance not exceeding 0.05 perm [2.87 ng/(s \* m<sup>2</sup> \* Pa)] when tested in accordance with ASTM E96.

(jj) Locking port access caps. Section M1411.9 is hereby deleted.

(unapproved draft)

(kk) Outdoor discharge. Section M1501.1 is hereby amended to read as follows:

M1501.1 Outdoor discharge. The air removed by every mechanical exhaust system shall be discharged to the outdoors in accordance with Section M1504.3. Air shall not be exhausted into an attic, soffit, ridge vent or crawl space.

Exception: Whole-house ventilation-type attic fans and bathroom ventilation fans that discharge into a ventilated attic space of dwelling units having private aUics shall be permitted.

(ll) Duct termination. Section M1502.3 is hereby amended to read as follows:

M1502.3. Duct termination. Exhaust ducts shall terminate on the outside of the building. Exhaust duct terminations shall be in accordance with the dryer manufacturer's installation instructions. If the manufacturer's instructions do not specify a termination location, exhaust ducts shall terminate not less than 3 feet (914 mm) in any direction from openings into buildings. Exhaust duct terminations shall be equipped with a backdraft damper. Screens shall not be installed at the duct termination.

Exception: Backdraft dampers shall not be required where exhaust ducts terminate vertically through the roof.

(mm) Specified length. Section M] 502.4.6.1 is hereby amended to read as follows:

M1502.4.6.1 Specified length. The maximum length of the exhaust duct shall be 35 feet (10,668 mm) from the connection to the transition duct from the dryer to the outlet terminal. Where fittings are used, the maximum length of the exhaust duct shall be reduced in accordance with Table M1502.4.6.1.

(nn) Recirculation of air. Section M1505.2 is hereby amended to read as follows:

M1505.2 Recirculation of air. Exhaust air from bathrooms and toilet rooms shall not be recirculated within a residence or circulated to another *dwelling unit*. Exhaust air from bathrooms and toilet rooms shall either discharge directly to the outdoors or into an attic space ventilated as required by Section R806 and at least 18 inches above the ceiling joists, or to a soffit or gable or eave vent. The terminal end of the exhaust duct shall be permanently secured in place.

(oo) Underground duct systems. Section M1601.1.2 is hereby amended to read as follows:

M1601.1.2 Underground duct systems. Underground *duct systems* shall be constructed of approved concrete, clay, metal or plastic. The maximum design temperature for systems utilizing plastic duct and fittings shall be 150 F (66°C). Metal ducts shall be protected from corrosion in an *approved* manner or shall be completely encased in concrete not less than 2 inches (51 mm) thick. Nonmetallic ducts shall be installed in accordance with the manufacturer's instructions. Plastic pipe and fitting materials shall conform to cell classification 12454-B of ASTM D1248 or ASTM D1784 and external loading properties of ASTM D2412. Ducts shall slope to a drainage point that has access. Ducts shall be sealed and secured prior to encasing the ducts in concrete or direct burial. Duct tightness shall be verified as required by Section R403.3 of the International Energy Conservation Code, as amended. Metallic ducts having an *approved* protective coating and nonmetallic ducts shall be installed in accordance with the manufacturer's instructions.

Location. Section M2006 is hereby amended by the addition of a new subsection M2006.5 to read as follows:

(unapproved draft)

M2006.5 Location. Pool heaters shall be located or protected to guard against accidental contact of hot surfaces by persons. Compliance with this Section may be accomplished by installing pool and spa heaters in an equipment room or building, or by enclosure with a fence or other suitable barrier.

(pp) Protection methods against corrosion. Section 02415.11.2 (404.11.2) is hereby amended to read as follows:

G2415.11.2 (404.11.2) Protection methods. Underground piping shall comply with one or more of the following:

1. The *piping* shall be made of corrosion-resistant material that is suitable for the environment in which it will be installed.
2. Pipe shall have a factory-applied, electrically-insulating coating. Fittings and joints between sections of coated pipe shall be coated in accordance with the coating manufacturer's instructions.
3. The *piping* shall have a cathodic protection system installed and the system shall be monitored and maintained in accordance with an approved program.
4. *Approved* protective coatings or wrap may be field installed if piping that has a factory-applied, electrically-insulating coating is not readily available.

(qq) Located at manifold. Section G2420.5.3 (409.5.3) is hereby amended to read as follows:

G2420.5.3 (409.5.3) Located at manifold. Where the *appliance* shutoff valve is installed at a manifold, such shutoff valve shall be located within 50 feet (15,240 mm) of the *appliance* served and shall be readily accessible and permanently identified. The *piping* from the manifold to within 6 feet (1829 mm) of the *appliance* shall be designed, sized and installed in accordance with Sections 02412 (401) through 02419 (408). Shutoff valves located within attic spaces shall not be considered readily accessible.

(ss) Pressure regulators. Section 02421.1 (410.1) is hereby amended to read as follows:

02421.1 (410.1) Pressure regulators. A line pressure regulator shall be installed where the appliance is designed to operate at a lower pressure than the supply system. Access shall be provided to pressure regulators. Pressure regulators shall be protected from physical damage. Regulators installed on the exterior of the building shall be approved for outdoor installation. All regulators must be installed near a walkway or an access point.

(tt) Log lighters. Section 02433 (603) is hereby deleted in its entirety.

(uu) Exhaust installation. Section 02439.3 (614.4) is hereby amended to read as follows:

02439.3 (614.4) Exhaust installation. Dryer exhaust ducts for clothes dryers shall terminate on the outside of the building and shall be equipped with a backdraft damper. Screens shall not be installed at the duct termination. Ducts shall not be connected or installed with sheet metal screws or other fasteners that will obstruct the flow. Clothes dryer exhaust ducts shall not be connected to a vent connector, vent or chimney. Clothes dryer exhaust ducts shall not extend into or through ducts or plenums unless properly sleeved with materials conforming to Section 602.2.1 of the International Mechanical Code (in the case of plenums), or with materials meeting the requirements for Class O or 1 duct materials (in the case of ducts). Backdraft dampers shall not be required for vertical terminations through roofs.

(unapproved draft)

(vv) Building sewer testing. Section P2503.4 is hereby amended to read as follows:

P2503.4. Building sewer testing. The building sewer shall be tested by the insertion of a test plug at the point of connection with the public sewer and filling the building sewer with water, testing with not less than a 5-foot (1524 mm) head of water and be able to maintain such a pressure for fifteen (15) minutes.

(ww) Rough plumbing. Section P2503.5.1 is hereby amended to read as follows:

P2503.5.1 Rough plumbing. DWV systems shall be tested on completion of the rough piping installation by water or air with no evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough piping has been installed, as follows:

1. Water test. Each Section shall be filled with water to a point not less than 5 feet (1524 mm) above the highest fitting connection in that section, or to the highest point in the completed system. Water shall be held in the section under test for a period of 15 minutes. The system shall prove leak free by visual inspection.
2. Air test. The portion under test shall be maintained at a gauge pressure of 5 pounds per square inch (psi) (34 kPa) or 10 inches of mercury column (34 kPa). This pressure shall be held without introduction of additional air for a period of 15 minutes. Exception: Air tests shall not be used on PVC piping if not approved by the piping manufacturer.

(xx) Finished plumbing. Section P2503.5.2 is hereby amended to read as follows:

P2503.5.2 Finished plumbing. After the plumbing fixtures have been set and their traps filled with water, their connections shall be tested and proved gaslight and/or watertight as follows:

1. Water tightness. Top out inspection shall be water tested to no less than the top of the washing machine box drain. Each fixture shall be filled and then drained. Traps and fixture connections shall be proven water tight by visual inspection.
2. Gas tightness. When required by the building official, a final test for gas tightness of the DWV system shall be made by the smoke or peppermint test as follows:
  - 2.1 Smoke test. Introduce a pungent, thick smoke into the system. When the smoke appears at vent terminals, such terminals shall be sealed and a pressure equivalent to a 1-inch water column (249 Pa) shall be applied and maintained for a test period of not less than 15 minutes.
  - 2.2 Peppermint test. Introduce 2 ounces (59 mL) of oil of peppermint into the system. Add 10 quarts (9464 mL) of hot water and seal all vent terminals. The odor of peppermint shall not be detected at any trap or other point in the system.

(yy) Shower liner test. Section P2503.6 is hereby deleted.

(zz) Protection against physical damage. Section P2603.2.1 is hereby amended to read as follows:

P2603.2.1 Protection against physical damage. In concealed locations, where piping, other than cast-iron or galvanized steel, is installed through holes or notches in studs, joists, rafters or similar members less than 1.5 inches (38 mm) from the nearest edge of the member, the pipe shall be protected by steel shield plates. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 gage). Such plates shall cover the area of the pipe where the member is notched or bored.



(unapproved draft)

(aaa) Pan size and drain. Section P2801.6.1 is hereby amended to read as follows:

P2801.6.1 Pan size and drain. The pan shall be not less than 1.5 inches (38 mm) deep and shall be of sufficient size and shape to receive all dripping and condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a minimum diameter of 3/4 inch (19 mm) or the outlet diameter of the relief valve, whichever is larger. Piping for safety pan drains shall be of those materials listed in Table P2906.5, except that PVC meeting ASTM DI 785, D2241 or D2672 shall also be considered an acceptable material for this purpose. Where a pan was not previously installed, a pan drain shall not be required for a replacement water heater installation.

(bbb) Water heaters installed in garages. Section P2801.7 is hereby amended to read as follows:

P2801.7 Water heaters installed in garages. Water heaters having an ignition source shall be elevated such that the source of ignition is not less than 18 inches (457 mm) above the garage floor.

Exceptions:

1. Elevation of the *ignition source* is not required for fuel gas-fired water heaters that are listed as flammable vapor ignition-resistant. (See Section 02408.2).
2. Electric water heaters are not required to be elevated, as the elements are not considered an *ignition source*.

(ccc) Vacuum relief valve. Section P2804.7 is hereby amended to read as follows:

P2804.7 Vacuum relief valve. Bottom fed tank-type water heaters and bottom fed tanks connected to water heaters shall have a vacuum relief valve installed that complies with ANSI 221.22.

Exception: Where such water heaters and tanks are part of a circulating hot water system and have a storage capacity of ten gallons or less.

(ddd) Water hammer. Section P2903.5 is hereby deleted in its entirety.

(eee) Hose bibb bleed. Section P2903.8.5 is hereby deleted.

(fff) Service valve. Section P2903.9.1 is hereby amended to read as follows:

P2903.9.1 Service valve. Where indicated below, each *dwelling unit* shall be provided with an accessible main shutoff valve. The valve shall be of a full-open type having nominal restriction to flow. Service valves shall be installed in the following locations:

1. On the water service pipe from the public water supply at or near the water meter.
2. On the water service pipe at the entrance into the building(s) if the service valve required by (1) above is more than 100 feet (30.48 m) from said building(s).
3. On the water supply pipe to a gravity or pressurized water tank.
4. On the water supply pipe to every water heater.

(ggg) Hose bibb. Section P2903.10 is hereby deleted.

(hhh) Horizontal to vertical (multiple connection fittings). Section P3005.1.1. is hereby amended to read as follows:

(unapproved draft)

P3005.1.1 Horizontal to vertical (multiple connection fittings). Double fittings such as double sanitary tees and tee-wyes or *approved* multiple connection fittings and back-to-back fixture arrangements that connect two or more branches at the same level shall be permitted as long as directly opposing connections are the same size and the discharge into directly opposing connections is from similar fixture types or fixture groups. Double sanitary tee patterns shall not receive the discharge of back-to-back water closets and fixtures or *appliances* with pumping action discharge.

(iii) (Cleanouts at) Building drain and building sewer junction. Section P3005.2.3 is hereby amended to read as follows:

P3005.2.3 (Cleanouts at) Building drain and building sewer junction. The junction of the building drain and the building sewer shall be served by a two-way cleanout that is located at the junction or within 10 feet (3048 mm) of developed length of piping upstream of the junction. Where the depth of the horizontal building drain at the two-cleanout location exceeds 4 feet (1219.2 mm), a two-pipe two-way cleanout shall be provided. For the requirements of this section, removal of a water closet shall not be required to provide cleanout access.

(jjj) Electrical. Part VIII, Chapters 34-43 inclusive, is hereby deleted and replaced with the following:

Chapters 34-43 - Electrical. One- and two-family dwellings shall comply with the applicable electrical provisions of the 2020 National Electrical Code, as amended.

## Part 2. Open Meetings Act

This meeting was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

## Part 3. Severability Clause

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

## Part 4. Repeal

All ordinances or parts of ordinances and sections of any of the City Code of Ordinances in conflict with this Ordinance are hereby repealed.

## Part 5. Effect on Pending Proceedings

That nothing in this legislation or in the Residential Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed

*(unapproved draft)*

as cited in Part 4 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Part 6. Publication

The City Secretary is authorized and directed to publish the caption and penalty prescribed by this ordinance in accordance with State Law.

Part 7. Enforcement

Any person, firm or individual who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined not less than one dollar (\$1.00) or more than two thousand dollars (\$2,000.00) in accordance with Code of Ordinance Sec. 1.01.009. Each day the violation continues shall constitute a separate and distinct offense.

Part 8. Effective Date

This Ordinance shall be in force and effect from and after October 1, 2024.

CITY OF WOLFFORTH

\_\_\_\_\_  
CHARLES ADDINGTON II, MAYOR

ATTEST:

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

(unapproved draft)

## ORDINANCE NO. 2024-029

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING CHAPTER 3, ARTICLE XII – FUEL GAS CODE OF THE CODE OF ORDINANCES BY ADOPTING THE 2021 EDITION OF THE INTERNATIONAL FUEL GAS CODE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Part 1. Enacted

THAT, Chapter 3, Article XII FUEL GAS CODE of the Code of Ordinances is hereby amended by amending Sec. 3.12.001, which shall read as follows:

**Sec. 3.12.001 Adopted**

The International Fuel Gas Code, as published by the International Code Council, is hereby adopted by reference as the city fuel gas code as if fully set out in this article with the additions, deletions, insertions and changes as follows.

**Amendments:**

(a) Sloped roofs. Section 306.5.1 is hereby amended to read as follows:

306.5.1 Sloped roofs. Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of 6 units vertical in 12 units horizontal (50 percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a level platform shall be provided on each side of the *appliance* or *equipment* to which *access* is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1 067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*. *Access* shall not require walking on roofs having a slope greater than 6 units vertical in 12 units horizontal (50 percent slope). Where *access* involves obstructions greater than 30 inches (762 mm) in height, such obstructions shall be provided with ladders installed in accordance with Section 306.5 or stairways installed in accordance with the requirements specified in the *International Building Code* in the path of travel to and from appliances, fans or *equipment* requiring service.

(b) Auxiliary drain pan. Section 307.5 is hereby amended to read as follows:

307.5 Auxiliary drain pan. Category IV condensing *appliances* shall be provided with an auxiliary drain pan where damage to any building component will occur as a result of stoppage in the condensate drainage system. Such pan will be installed in accordance with the applicable provisions of Section 307 of the *International Mechanical Code*.

(unapproved draft)

(c) Protection methods against corrosion. Section 404.11.2 is hereby amended to read as follows:

404.11.2 Protection methods. Underground *pipng* shall comply with one or more of the following:

1. The *pipng* shall be made of corrosion-resistant material that is suitable for the environment in which it will be installed.
2. Pipe shall have a factory-applied, electrically-insulating coating. Fittings and joints between sections of coated pipe shall be coated in accordance with the coating manufacturer's instructions.
3. The *pipng* shall have a cathodic protection system installed and the system shall be monitored and maintained in accordance with an *approved* program.
4. *Approved* protective coatings or wrap may be field installed if piping that has a factory-applied, electrically-insulating coating is not readily available.

(d) Located at manifold. Section 409.5.3 is hereby amended to read as follows:

409.5.3 Located at manifold. Where the *appliance* shutoff valve is installed at a manifold, such shutoff valve shall be located within 50 feet (15,240 mm) of the *appliance* served and shall be readily accessible and permanently identified. The *pipng* from the manifold to within 6 feet (1829 mm) of the *appliance* shall be designed, sized and installed in accordance with Sections 401 through 408. Shutoff valves located within attic spaces shall not be considered readily accessible.

(e) Pressure regulators. Section 410.1 is hereby amended to read as follows:

410.1 Pressure regulators. A line pressure regulator shall be installed where the *appliance* is designed to operate at a lower pressure than the supply pressure. Linc gas pressure regulators shall be *listed* as complying with ANSI221.80/CSA 6.22. Access shall be provided to pressure regulators. Regulators shall be located near walkways or at an access point. Pressure regulators shall be protected from physical damage. Regulators installed on the exterior of the building shall be *approved* for outdoor installation.

(f) Exhaust material. Section 614.4 is hereby amended to read as follows:

614.4 Exhaust installation. Exhaust ducts for clothes dryers shall terminate on the outside of the building and shall be equipped with a backdraft damper. Screens shall not be installed at the duct termination. Ducts shall not be connected or installed with sheet metal screws or other fasteners that will obstruct the flow. Clothes dryer exhaust ducts shall not be connected to a vent connector, vent or chimney. Clothes dryer exhaust ducts shall not extend into or through ducts or plenums unless properly sleeved with materials conforming to Section 602.2.1 of the *International Mechanical Code* (in the case of ducts), or with materials meeting the requirements for class O or 1 duct materials (in the case of ducts). Backdraft dampers shall not be required for vertical terminations through the roof.

(g) Protection required. Section 614.8 is hereby amended to read as follows:

614.8 Protection required. Protective shield plates shall be placed where nails or screws from finish or other work are likely to penetrate the clothes dryer exhaust duct. Shield plates shall be placed on the finished face of all framing members where there is less than 1 .25 inches (32 mm) between the duct and the finished face of the framing member. Such shield plates shall have a

*(unapproved draft)*

thickness of not less than 0.0575 inch (1.463 mm) (No. 16 gage). Such plates shall cover the area of the duct where the member is notched or bored.

## Part 2. Open Meetings Act

This meeting was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

## Part 3. Severability Clause

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

## Part 4. Repeal

All ordinances or parts of ordinances and sections of any of the City Code of Ordinances in conflict with this Ordinance are hereby repealed.

## Part 5. Effect on Pending Proceedings

That nothing in this legislation or in the Fuel Gas Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Part 4 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

## Part 6. Publication

The City Secretary is authorized and directed to publish the caption and penalty prescribed by this ordinance in accordance with State Law.

## Part 7. Enforcement

Any person, firm or individual who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined not less than one dollar (\$1.00) or more than two thousand dollars (\$2,000.00) in accordance with Code of Ordinance Sec. 1.01.009. Each day the violation continues shall constitute a separate and distinct offense.

## Part 8. Effective Date

This Ordinance shall be in force and effect from and after October 1, 2024.

*(unapproved draft)*

CITY OF WOLFFORTH

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CHARLES ADDINGTON II, MAYOR

ATTEST:

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Terri Robinette, City Secretary

DRAFT

(unapproved draft)

## ORDINANCE NO. 2024-030

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING CHAPTER 3, ARTICLE XIII – ENERGY CONSERVATION CODE OF THE CODE OF ORDINANCES BY ADOPTING THE 2021 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

### Part 1. Enacted

THAT, Chapter 3, Article XIII ENERGY CONSERVATION CODE of the Code of Ordinances is hereby amended by amending Sec. 3.13.001, which shall read as follows:

### **Sec. 3.13.001 Adopted**

The International Energy Conservation Code, 2021 edition, as published by the International Code Council, is hereby adopted by reference as the city energy conservation code as if fully set out in this article with the additions, deletions, insertions and changes as follows.

### **Amendments-Commercial**

- (a) Interior design conditions. Section C302.1 is hereby deleted in its entirety.
- (b) Minimum skylight fenestration area. Section C402.4.2 is hereby amended with additional text that reads:

The minimum skylight fenestration area is not a mandatory guideline but more as a recommendation. Decisions for use shall be determined by the design professional or acting representative.

- (c) Building envelope performance verification. Section C402.5.1.5 is hereby amended to read as follows:

**C402.5.1.5 Building envelope performance verification.** The installation of the continuous air barrier shall be verified by the *code official, a registered design professional or approved agency* in accordance with the following:

1. A review of the construction documents and other supporting data shall be conducted to assess compliance with the requirements in Section C402.5.1.
2. Inspection of continuous air barrier components and assemblies shall be conducted during construction while the air barrier is still accessible for inspection and repair to verify compliance with the requirements of Section C402.5.1.4.



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(d) Dwelling and sleeping unit enclosure testing. Section C402.5.2 is hereby deleted in its entirety.

(e) Building thermal envelope testing. Section C402.5.3 is hereby deleted in its entirety.

(f) Operable openings interlocking. Section C402.5.11 is hereby amended to read as follows:

C402.5.11 Operable openings interlocking. Where occupancies utilize operable openings to the outdoors that are larger than 40 square feet (3.7 m<sup>2</sup>) in area, such openings shall be interlocked with the heating and cooling system so as to raise the cooling setpoint to 90°F (32°C) and lower the heating setpoint to 55°F (13°C) whenever the operable opening is open. The change in heating and cooling setpoints shall occur within 10 minutes of opening the operable opening.

Exceptions:

1. Separately zoned areas associated with the preparation of food that contain appliances that contribute to the HVAC loads of a restaurant or similar type of occupancy.
2. Warehouses that utilize overhead doors for the function of the occupancy, where approved by the *code official*.
3. The first entrance doors where located in the exterior wall and are part of a vestibule system.
4. The building does not have a building management system.

(g) Fault detection and diagnostics. Section C403.2.3 is hereby deleted in its entirety.

(h) Deadband. Section C403.4.1.2 is hereby amended to read as follows:

C403.4.1.2 Deadband. Where used to control both heating and cooling, *zone* thermostatic controls shall be configured to provide a temperature range or deadband of at least 2°F (1.1°C) within which the supply of heating and cooling energy to the *zone* is shut off or reduced to a minimum.

Exceptions:

1. Thermostats requiring manual changeover between heating and cooling modes.
2. Occupancies or applications requiring precision in indoor temperature control as approved by the *code official*.

(i) Heated or cooled vestibules. Section C403.4.1.4 is hereby deleted in its entirety.

(j) Economizers. Section C403.5 is hereby amended to read as follows:

C403.5 Economizers. If a cooling system includes either an air or water economizer it shall comply with Sections C403.5.1 through C403.5.4.

Table C403.5(1) and Table C403.5(2) are hereby deleted in their entirety.

(k) Economizer fault detection and diagnostics. Section C403.5.5 is hereby deleted in its entirety.

(l) Demand control ventilation. Section C403.7.1 is hereby amended to read as follows:

C403.7.1 Demand control ventilation. Demand control ventilation (DCV) shall be provided for all single-zone systems required to comply with Sections C403.5 through C403.5.3 and spaces larger than 500 square feet (46.5 m<sup>2</sup>) and with an average occupant load of 25 people or greater per 1,000 square feet (93 m<sup>2</sup>) of floor area, as established in Table 403.3.1.1 of the International Mechanical Code, and served by systems with one or more of the following:

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1. An air-side economizer.
2. Automatic modulating control of the outdoor air damper.
3. A design outdoor airflow greater than 3,000 cfm (1416 L/s).

Exceptions:

1. Systems with energy recovery complying with Section C403.7.4.2.
  2. Multiple-zone systems without direct digital control of individual zones communicating with a central control panel.
  3. Multiple-zone systems with a design outdoor airflow less than 1,200 cfm (566 L/s).
  4. Spaces where more than 75 percent of the space design outdoor airflow is required for makeup air that is exhausted from the space or transfer air that is required for makeup air that is exhausted from other spaces.
  5. Spaces with one of the following occupancy classifications as defined in Table 403.3.1.1 of the *International Mechanical Code*: correctional cells, education laboratories, barber, beauty and nail salons, and bowling alley seating areas.
- (m) Ventilation air heating control. Section C403.7.3 is hereby deleted in its entirety.
- (n) Operable opening interlocking controls. Section C403.14 is hereby amended to read as follows:

C403.14 Operable opening interlocking controls. The heating and cooling systems shall have controls that will interlock these mechanical systems to the set temperatures of 90°F (32°C) for cooling and 55°F (12.7°C) for heating when the conditions of Section C402.5.8 exist. The controls shall configure to shut off the systems entirely when the outdoor temperatures are below 90°F (32°C) or above 55°F (12.7°C), unless the building does not have a building management system.

(o) Maximum allowable pipe length method. Section C404.5.1 is hereby amended to read as follows:

C404.5.1 Maximum allowable length method. The maximum allowable piping length from the nearest source of heated water to the termination of the fixture supply pipe shall be in accordance with the following. Where the piping contains more than one size of pipe, the largest size of pipe within the piping shall be used for determining the maximum allowable length of the piping in Table C404.5.1.

1. For a public lavatory faucet, use the "Public lavatory faucets" column in Table C404.5.1.
2. For all other plumbing fixtures and plumbing appliances, use the "Other fixtures and appliances" column in Table C404.5.1.

#### **TABLE C404.5.1 PIPING VOLUME AND MAXIMUM PIPING LENGTHS**

(unapproved draft)

NOMINAL PIPE SIZE (inches)	VOLUME (liquid ounces per foot length)	MAXIMUM PIPING LENGTH I (feet)	
		Public lavatory faucets	Other fixtures and appliances
1/4	0.33	10	50
5/16	0.5	10	50
3/8	0.75	10	50
1/2	1.5	10	43
5/8	2	10	32
3/4	3	10	21
7/8	4	10	16
1	5	10	13
1 1/4	8	8	8
1 1/2	11	6	6
2 or larger	18	4	4

For SI: 1 inch= 25.4 mm, 1 foot= 304.8 mm, 1 liquid ounce= 0.030 L, 1 gallon= 128 ounces.

(p) Maximum allowable pipe volume method. Section C404.5.2 is hereby deleted in its entirety.

(q) Circulation systems. Section C404.6. 1 is hereby amended to read as follows:

C404.6.1 Circulation systems. Heated-water circulation systems shall be provided with a circulation pump. The system return pipe shall be a dedicated return pipe or a cold water supply pipe. Gravity and thermo-syphon circulation systems shall be prohibited. Circulation pump shall be controlled by a seven-day time clock, aqua stat, or a combination of both devices.

(r) Lighting controls. Section C405.2 is hereby amended to read as follows:

C405.2 Lighting controls. Lighting systems shall be provided with controls that comply with one of the following:

1. Lighting controls as specified in Sections C405.2.1 through C405.2.7.
2. Luminaire level lighting controls (LLLC) and lighting controls as specified in Sections C405.2. 1, C405.2.5 and C405.2.6. The LLLC luminaire shall be independently capable of:
  - 2.1. Monitoring occupant activity to brighten or dim lighting when occupied or unoccupied, respectively.
  - 2.2. Monitoring ambient light, both electric light and daylight, and brighten or dim artificial light to maintain desired light level.
  - 2.3. For each control strategy, configuration and reconfiguration of performance parameters including; bright and dim setpoints, timeouts, dimming fade rates, sensor sensitivity adjustments, and wireless zoning configurations.

Exceptions: Lighting controls are not required for the following:

1. Areas designated as security or emergency areas that are required to be continuously lighted.
2. Interior exit stairways, interior exit ramps and exit passageways.

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3. Emergency egress lighting that is normally off.
  4. Areas deemed by owner/operator to be a potential health, safety or security issue.
- (s) Occupant sensor control function in warehouse storage areas. Section C405.2.1.2 is hereby deleted in its entirety.
- (t) Occupant sensor control function in open plan office areas. Section C405.2.1.3 is hereby deleted in its entirety.
- (u) Occupant sensor control function in corridors. Section C405.2.1.4 is hereby deleted in its entirety.
- (v) Daylight-responsive controls. Section C405.2.4 is hereby amended to read as follows:  
 C405.2.4 Daylight-responsive controls. Daylight-responsive controls complying with Section C405.2.4.1 shall be provided to control the general lighting within daylight zones in the following spaces:
1. Spaces with a total of more than 150 watts of general lighting within sidelit daylight zones complying with Section C405.2.4.2.
  2. Spaces with a total of more than 150 watts of general lighting within toplit daylight zones complying with Section C405.2.4.3.

Exceptions: Daylight responsive controls are not required for the following:

1. Spaces in health care facilities where patient care is directly provided.
2. Sidelit daylight zones on the first floor above grade in Group A 2 and Group M occupancies.
3. New buildings where the total connected lighting power calculated in accordance with Section C405.3.1 is not greater than the adjusted interior lighting power allowance ( $LPA_{adj}$ ) calculated in accordance with Equation 4-9.  $LPA_{adj} = [LPA_{norm} \times (1.0 - 0.4 \times UDZFA/TBFA)]$   
 (Equation 4-9)  $LPA_{adj}$  = Adjusted building interior lighting power allowance in watts.  
 $LPA_{norm}$  - Normal building lighting power allowance in watts calculated in accordance with Section C405.3.2 and reduced in accordance with Section C406.3 where Option 2 of Section C406.1 is used to comply with the requirements of Section C406.

UDZFA=Uncontrolled daylight zone floor area is the sum of all sidelit and toplit zones, calculated in accordance with Sections C405.2.4.2 and C405.2.4.3, that do not have daylight responsive controls. TBFA= Total building floor area is the sum of all floor areas included in the lighting power allowance calculation in Section C405.3.2.

(w) Daylight-responsive control function. Section C405.2.4.1 is hereby amended to read as follows:

C405.2.4.1 Daylight-responsive control function. Where required, *daylight-responsive controls* shall be provided within each space for control of lights in that space and shall comply with all of the following:

1. Lights in *toplit daylight zones* in accordance with Section C405.2.4.3 shall be controlled independently of lights in sidelit daylight zones in accordance with Section C405.2.4.2.

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2. *Daylight responsive controls* within each space shall be configured so that they can be calibrated from within that space by authorized personnel.
3. Calibration mechanisms shall be in a location with *ready access*.
4. *Daylight responsive controls* shall dim lights continuously from full light output to 15 percent of full light output or lower.
5. *Daylight responsive controls* shall be configured to completely shut off all controlled lights.
6. When occupant sensor controls have reduced the lighting power to an unoccupied setpoint in accordance with Sections C405.2.1.2 through C405.2.1.4, daylight responsive controls shall continue to adjust electric light levels in response to available daylight but shall be configured to not increase the lighting power above the specified unoccupied setpoint.
7. Lights in *sidelit daylight* zones in accordance with Section C405.2.4.2 facing different cardinal orientations [within 45 degrees (0.79 rad) of due north, east, south, west] shall be controlled independently of each other.

Exceptions:

1. Within each space, up to 150 watts or lighting within the sidelit daylight zone is permitted to be controlled together with lighting in a sidelit daylight zone facing a different cardinal orientation.

(x) Sidelit daylight zone. Section C405.2.4.2 is hereby amended to read as follows:

C405.2.4.2 Sidelit daylight zone. The sidelit daylight zone is the floor area adjacent to vertical *fenestration* that complies with all of the following:

1. Where the fenestration is located in a wall, the sidelit daylight zone shall extend laterally to the nearest full-height wall, or up to 1.0 times the height from the floor to the top of the fenestration, and longitudinally from the edge of the fenestration to the nearest full-height wall, or up to 0.5 times the height from the floor to the top of the fenestration, whichever is less, as indicated in Figure C405.2.4.2(1).
2. Where the fenestration is located in a rooftop monitor, the sidelit daylight zone shall extend laterally to the nearest obstruction that is taller than 0.7 times the ceiling height, or up to 1.0 times the height from the floor to the bottom of the fenestration, whichever is less, and longitudinally from the edge of the fenestration to the nearest obstruction that is taller than 0.7 times the ceiling height, or up to 0.25 times the height from the floor to the bottom of the fenestration, whichever is less, as indicated in Figures C405.2.4.2(2) and C405.2.4.2(3).
3. The area of the fenestration is not less than 24 square feet (2.23 m<sup>2</sup>).
4. The distance from the fenestration to any building or geological formation that would block access to daylight is greater than one-half of the height from the bottom of the fenestration to the top of the building or geologic formation.
5. The visible transmittance of the fenestration is not less than 0.20.
6. The projection factor (determined in accordance with Equation 4-5) for any overhanging projection that is shading the fenestration is not greater than 1.0 for

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fenestration oriented 45 degrees or less from true north and not greater than 1.5 for all other orientations.

- (y) Building façade and landscape lighting. Section C405.2.7.2 is hereby deleted in its entirety.
- (z) Parking garage lighting control. Section C405.2.8 is hereby deleted in its entirety.
- (aa) Automatic receptacle control. Sections C405.11-405.11.1 is hereby deleted in their entirety.
- (bb) Energy monitoring. Sections C405.12-C405.12.5 is hereby deleted in their entirety.
- (cc) Mechanical systems and service water-heating systems commissioning and completion requirements. Section C408.2 is hereby amended to read as follows:  
C408.2 Mechanical systems and service water-heating systems commissioning and completion requirements. Prior to the final mechanical and plumbing inspections, the completion of the systems adjusting and balancing shall be completed with the provisions of this section.
- (dd) Commissioning plan. Section C408.2.1 is hereby deleted in its entirety.
- (ee) Preliminary commissioning report. Section C408.2.4 is hereby deleted in its entirety.
- (ff) Acceptance of report. Section C408.2.4.1 is hereby deleted in its entirety. (gg) Copy of report. Section C408.2.4.2 is hereby deleted in its entirety.
- (gg) Copy of report. Section C408.2.4.2 is hereby deleted in its entirety.
- (hh) Functional testing. Section C408.3.1 is hereby amended to read as follows:

C408.3.1 Functional testing. Prior to passing final inspection, provide evidence that the lighting control systems have been tested to ensure that control hardware and software are calibrated, adjusted, programmed and in proper working condition in accordance with the *construction documents* and manufacturer's instructions. Functional testing shall be in accordance with Sections C408.3.1.1 and C408.3.1.2 for the applicable control type.

### **Amendments-Residential**

- (a) Above code programs. Section RI 02.1.1 is hereby amended to read as follows:  
R102.1.1 Above code programs. The *code official* or other authority having jurisdiction shall be permitted to deem a national, state or local energy- efficiency program to exceed the energy efficiency required by this code. *Buildings approved* in writing by such an energy-efficiency program shall be considered in compliance with this code.
- (b) Information on construction documents. Section R103.2 is hereby deleted in its entirety.
- (c) Interior design conditions. Section R.302.1 is hereby deleted in its entirety.
- (d) Application. Section R401.2 is hereby amended to read as follows:  
R.401.2 Application. Residential buildings shall comply with either Sections R401.2.1, R401.2.2, R401.2.3 or R.401.2.4.  
Exception: Additions, alternations, repairs and changes of occupancy to existing buildings complying with Chapter 5.
- (e) Additional energy efficiency. Section R401.2.5 is hereby deleted in its entirety.
- (f) Maximum Assembly U-Factors<sup>3</sup> and Fenestration Requirements. Table 402.1.2 is amended to read as follows:

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**TABLE R402.1.2**  
**MAXIMUM ASSEMBLY U FACTORS<sup>8</sup> AND FENESTRATION REQUIREMENTS FOR**  
**CLIMATE ZONE 3**

Fenestration U-Factor	0.30
Skylight U-Factor	0.55
Glazed Fenestration SHGC <sup>d</sup>	0.25
Ceiling U-Factor	0.026
Wood Frame Wall U-Factor	0.084
Mass Wall U-Factor <sup>b</sup>	0.098
Floor U-Factor	0.047
Basement Wall U-Factor	0.360
Crawl Space Wall U-Factor	0.136

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source.

b. Mass walls shall be in accordance with Section R402.2.5. Where more than half the insulation is on the interior, the mass wall U-factors shall not exceed 0.12 in Climate Zone 3.

c. In Warm Humid locations as defined by Figure R301.1 and Table R301.1, the basement wall U-factor shall not exceed 0.360.

d. The SHGC column applies to all glazed fenestration.

Exception: In Climate Zones 0 through 3, skylights shall be permitted to be excluded fenestration SHGC requirements provided that the SHGC for such skylights does not exceed 0.30.

(g) Insulation Minimum R-Values and Fenestration Requirements by Component. Table R402.1.3 is hereby amended to read as follows:

**Table R402.1.3**  
**INSULATION MINIMUM R-VALUES AND FENESTRATION REQUIREMENTS BY**  
**COMPONENTS**  
**FOR CLIMATE ZONE 3**

Fenestration U-Factor <sup>b,i</sup>	0.30'
Skylight <sup>b</sup> U-Factor	0.55
Glazed Fenestration SHGC <sup>b,e</sup>	0.25
Ceiling R-Value	38
Wood Frame Wall R-Value	13
Mass Wall R-Value <sup>i</sup>	8/13
Floor R-Value	19

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Basement <sup>c,g</sup> Wall R-Value	0
Slab <sup>d</sup> R-Value & Depth	0
Crawl Space <sup>c</sup> Wall R-Value	Sci or 13 <sup>f</sup>

a. R-values are minimums. U-factors and SI IGC are maximums. Where insulation is installed in a cavity that is less than the label or design thickness of the insulation R-value of the insulation shall be not less than the R-value specified in the table.

b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

Exception: In Climate Zones O through 3, skylights shall be permitted to be excluded from glazed fenestration SHGC requirements provided that the SHGC for such skylights does not exceed 0.30.

c. "Sci or 13" means R-5 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall.

d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation R-value for slabs as indicated in the table. The slab-edge insulation for heated slabs shall not be required to extend below the slab.

e. There are no SHGC requirements in the Marine Zone.

f. Basement wall insulation is not required in Warm Humid locations as defined by Figure R301.1 and Table R301.1.

g. The first value is cavity insulation; the second value is continuous insulation.

h. Mass walls shall be in accordance with Section R402.2.5. The second R-value applies where more than half of the insulation is on the interior of the mass wall.

i. A maximum U-factor of 0.32 shall apply in Climate Zones 3 through 8 to vertical fenestration products installed in buildings located either:

1. Above 4,000 feet in elevation, or
2. In windborne debris regions where protection of openings is required by Section R301.2.1.2 of the *International Residential Code*.

j. For impact rated fenestration complying with Section R301.2.1.2 of the *International Residential Code* or Section 1609.1.2 of the *International Building Code*, the maximum U-factor shall be 0.75 in Zone 2 and 0.65 in Zone 3.

(h) Air leakage. Section R402.4 is hereby amended to read as follows:

R402.4 Air leakage. The building thermal envelope shall be constructed to limit air leakage in accordance with the requirements of Sections R402.4.1 through R402.4.4.

(i) Testing. Section R402.4.1.2 is hereby deleted in its entirety.

(j) Rooms containing fuel-burning appliances. Section R402.4.4 is hereby deleted in its entirety.

(k) Ducts located outside conditioned space. Section R403.3.1 on or before 7/1/2024 is hereby amended to read as follows:



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R.403.3.1 Ducts located outside conditioned space. Supply and return ducts in attics shall be insulated to a minimum of R-6. Supply and return ducts in other portions of the building shall be insulated to a minimum of R-6.

(l) Duct testing. Section R403.3.5 is hereby deleted in its entirety.

(m) Duct leakage. Section R.403.3.6 is hereby deleted in its entirety.

(n) Circulation systems. Section R.403.5.1.1 is hereby amended to read as follows:

R.403.5. I .1 Circulation systems. Heated water circulation systems shall be provided with a circulation pump. The system return pipe shall be a dedicated return pipe or a cold water supply pipe. Gravity and thermosyphon circulation systems shall be prohibited. Circulation pump shall be controlled by a seven-day time clock, aqua stat, or a combination of both devices.

(o) Testing. Section R403.6.3 is hereby deleted in its entirety.

(p) Covers. Section R403.10.3 is hereby deleted in its entirety.

(q) Lighting equipment. Section R404.1 is hereby amended to read as follows:

R404.1 Lighting equipment. Not less than 90 percent of the permanently installed lighting fixtures, excluding kitchen appliance lighting fixtures, shall contain only high-efficacy lighting sources.

(r) Exterior lighting. Section R404.1.1 is hereby deleted in its entirety.

(s) Interior lighting controls. Section R404.2 is hereby deleted in its entirety.

(t) Exterior lighting controls. Section R404.3 is hereby deleted in its entirety.

(u) ADDITIONAL EFFICIENCY PACKAGE OPTIONS. Section R408 is hereby deleted in its entirety.

## Part 2. Open Meetings Act

This meeting was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

## Part 3. Severability Clause

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

## Part 4. Repeal

All ordinances or parts of ordinances and sections of any of the City Code of Ordinances in conflict with this Ordinance are hereby repealed.

## Part 5. Effect on Pending Proceedings

*(unapproved draft)*

That nothing in this legislation or in the Energy Conservation Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Part 4 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Part 6. Publication

The City Secretary is authorized and directed to publish the caption and penalty prescribed by this ordinance in accordance with State Law.

Part 7. Enforcement

Any person, firm or individual who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined not less than one dollar (\$1.00) or more than two thousand dollars (\$2,000.00) in accordance with Code of Ordinance Sec. 1.01.009. Each day the violation continues shall constitute a separate and distinct offense.

Part 8. Effective Date

This Ordinance shall be in force and effect from and after October 1, 2024.

CITY OF WOLFFORTH

\_\_\_\_\_  
CHARLES ADDINGTON II, MAYOR

ATTEST:

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

(unapproved draft)

**ORDINANCE NO. 2024-031**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING CHAPTER 3, ARTICLE XV – EXISTING BUILDING CODE OF THE CODE OF ORDINANCES BY ADOPTING THE 2021 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Part 1. Enacted

THAT, Chapter 3, Article XV EXISTING BUILDING CODE of the Code of Ordinances is hereby amended by amending Sec. 3.15.001, which shall read as follows:

**Sec. 3.15.001 Adopted**

The International Existing Building Code, 2021 edition, as published by the International Code Council, is hereby adopted by reference as the city existing building code as if fully set out in this article with the additions, deletions, insertions and changes as follows.

**Amendments-**

(a) Referenced codes and standards. Section I 02.4 is hereby amended to read as follows:

102.4 Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall govern.

(b) Certificate issued. Section 110.2 is hereby amended to read as follows:

110.2 Certificate issued. After the code official inspects the structure and does not find violations of the provisions of this code or other laws that are enforced by the department, the code official shall issue a certificate of occupancy that contains the following:

1. The permit number.
2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

(unapproved draft)

6. The name of the *code official*.
7. The edition of the code under which the permit was issued.

(c) Scope. Section 306.1 is hereby amended to read as follows:

306.1 Scope. The provisions of Sections 306.1 through 306.7.16 apply to maintenance and repair, change of occupancy, additions and alterations to existing buildings, including those identified as *historic buildings*.

Exception:

1. Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.
2. If the cost of the project is less than \$50K, it must comply with ICC A117.1, or shall be reviewed and inspected to the Texas accessibility Standards by a Registered Accessibility Specialist.

(d) Design. Section 306.2 is hereby amended to read as follows:

306.2 Design. Buildings and facilities shall be designed and constructed to be accessible in accordance with this code and the alteration and existing building provisions in ICC A117.1, as applicable.

Exception: Projects subject to the Texas Accessibility Standards as adopted by the Texas Department of Licensing and Regulation are exempt from this section.

Projects with a valuation of less than \$50,000.00 (which are subject to the Texas Accessibility Standards) may be accepted as equivalent to this section where reviewed and inspected to the Texas Accessibility Standards by a Texas Department of Licensing and Regulation Registered Accessibility Specialist when a plan review report and a compliant inspection report are provided to the building code official.

- (e) Flood hazard areas. Section 401.3 is hereby deleted in its entirety.
- (f) Flood hazard areas. Section 405.2.6 is hereby deleted in its entirety.
- (g) Material. Section 406.1 is hereby amended to read as follows:
- 406.1 Material. Existing electrical wiring and equipment undergoing repair shall be allowed to be repaired or replaced with like material, in accordance with the requirements of NFPA 70.
- (h) Flood hazard areas. Section 502.3 is hereby deleted in its entirety.
- (i) Flood hazard areas. Section 503.2 is hereby deleted in its entirety.
- (j) Enhanced classroom acoustics. Section 503.16 is hereby amended to read as follows:

503.16 Enhanced classroom acoustics. In Group E occupancies, where the work area exceeds 50 percent of the building area, enhanced classroom acoustics shall be provided in all classrooms with a volume of 20,000 cubic feet (565 m<sup>3</sup>) or less. Enhanced classroom acoustics shall comply with the reverberation time in Section 808 of ICC A117.1.

Exception: Compliance with the Texas Accessibility Standards is not considered equivalent compliance for the purpose of enforcement of this code section.

(k) Existing fire escapes. Section 504.1.2 is hereby amended to read as follows:

(unapproved draft)

504.1.2 Existing fire escapes. Existing fire escapes shall continue to be accepted as a component in the means of egress in *existing buildings* only, where approved by the Building Code Official and Fire Official. Existing fire escapes shall be permitted to be repaired or replaced. Ladders of any type are prohibited on fire escapes used as a required means of egress.

(l) New fire escapes. Section 504.1.3 is hereby deleted in its entirety.

(m) Flood hazard areas. Section 507.3 is hereby deleted in its entirety.

(n) Flood hazard areas. Section 701.3 is hereby deleted in its entirety.

(o) Materials and methods. Section 702.7 is hereby amended to read as follows:

702.7 Materials and methods. All new work shall comply with the materials and methods requirements in the *International Building Code*, *International Energy Conservation Code*, *International Mechanical Code*, National Electrical Code, and *International Plumbing Code*, as applicable, that specify material standards, details of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

(p) Minimum requirement. Section 802.5.1 is hereby amended to read as follows:

802.5.1 Minimum requirement. Every portion of open-sided walking surfaces, including *mezzanines*, *equipment platforms*, *aisles*, *stairs*, *ramps*, and landings that is more than 30 inches (762 mm) above the floor or grade below and is not provided with guards, or those in which the existing guards are judged to be in danger of collapsing, shall be provided with guards.

(q) Scope of Fire Protection. Section 803.1 is hereby amended to read as follows:

803.1 Scope. The requirements of this section shall be limited to *work areas* in which Level 2 *alterations* are being performed, and where specified they shall apply throughout the floor on which the *work areas* are located or otherwise beyond the *work area*.

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by fire walls or fire barriers containing the subject *work area*, and if the work area includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

(r) Supervision. Section 803.2.6 is hereby amended to read as follows:

803.2.6 Supervision. Fire sprinkler systems required by this section shall be supervised by one of the following methods:

1. *Approved* central station system in accordance with NFPA 72.
2. *Approved* proprietary system in accordance with NFPA 72.
3. *Approved* remote station system of the jurisdiction in accordance with NFPA 72.
4. Where *approved* by the *code official*, *approved* local alarm service that will cause the sounding of an alarm in accordance with NFPA 72.

Exception: Supervision is not required where the Fire Code does not require such for new construction.

(s) Standpipes. Section 803.3 is hereby amended to read as follows:

803.3 Standpipes. Refer to Section 1103.6 of the Fire Code for retroactive standpipe requirements.

(unapproved draft)

(t) General. Section 804.2 is hereby amended to read as follows:

804.2 General. The means of egress shall comply with the requirements of this section.

Exception: Means of egress complying with the requirements of the building code under which the building was constructed shall be considered to be compliant means of egress if, in the opinion of the code official, they do not constitute a distinct hazard to life.

(u) Fire escapes required. Section 804.4.1.2 is hereby amended to read as follows:

804.4.1.2 Fire escapes required. Where more than one exit is required, an existing fire escape complying with Section 804.4.1.2.1 shall be accepted as providing one of the required means of egress, where approved by the Building Code Official and Fire Official.

(v) Fire escape access and details. Section 804.4.1.2.1 is hereby amended to read as follows:

804.4.1.2.1 Fire escape access and details. Fire escapes shall comply with all of the following requirements:

1. Occupants shall have unobstructed access to the fire escape without having to pass through a room subject to locking.
2. Access to a fire escape shall be through a door, except that windows shall be permitted to provide access from a single dwelling unit or sleeping units in Group R-1, R-2 and I-1 occupancies or to provide access from spaces having a maximum occupant load of 10 in other occupancy classifications.
  - 2.1. The window shall have a minimum net clear opening of 5.7 square feet (0.53 m<sup>2</sup>) or 5 square feet (0.46 m<sup>2</sup>) where located at grade.
  - 2.2. The minimum net clear opening height shall be 24 inches (610 mm) and net clear opening width shall be 20 inches (508 mm).
  - 2.3. The bottom of the clear opening shall not be greater than 44 inches (1118 mm) above the floor.
  - 2.4. The operation of the window shall comply with the operational constraints of the *International Building Code*.
3. Openings within 10 feet (3048 mm) of fire escapes stairways shall be protected by fire assemblies having a minimum ¾ - hour fire-resistance ratings.
 

Exception: Opening protection shall not be required in buildings equipped throughout with an approved automatic sprinkler system.
4. Ladders of any type are prohibited on fire escapes used as a required means of egress.

(w) Transoms. Section 804.6.2 is hereby amended to read as follows:

804.6.2 Transoms. In all buildings of Group B, E, I-1, I-2, R-1, and R-2 occupancies, all transoms in corridor walls in work areas shall be either glazed with 1/4 - inch (6.4 mm) wired glass set in metal frames or other glazing assemblies having a fire protection rating as required for the door and permanently secured in the closed position or sealed with materials consistent with the corridor construction.

(x) Automatic sprinkler systems. Section 904.1 is hereby amended to read as follows:

904.1 Automatic sprinkler systems. An automatic sprinkler system shall be provided in a work area where required by Section 803.2 or this section.

(unapproved draft)

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the work area shall be extended to include at least the entire tenant space or spaces bounded by fire walls or fire barriers containing the subject work area, and if the work area includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

(y) High-rise buildings. Section 904.1.1 is hereby amended to read as follows:

904.1.1 High-rise buildings. An automatic sprinkler system shall be provided in work areas of high-rise buildings.

(z) Fire sprinkler system. Section 1011.2.1 is hereby amended to read as follows:

1011.2.1 Fire sprinkler system. Where a change in occupancy classification occurs or where there is a change occupancy within a space where there is a different fire protection system threshold requirement in Chapter 9 of the *International Building Code* that requires an automatic fire sprinkler system to be provided based on the *International Building Code*. The installation of the automatic sprinkler system shall be required within the area of the *change of occupancy* and areas of the building not separated horizontally and vertically from the *change of occupancy* by one of the following:

1. Fire barrier, as required by Section 707 of the *International Building Code*.
2. Fire wall, as required by Section 706 of the *International Building Code*.

Exceptions.

1. An automatic sprinkler system shall not be required in a one- or two- family dwelling constructed in accordance with the *International Residential Code*.
2. Automatic sprinkler system shall not be required in a townhouse constructed in accordance with the *International Residential Code*.
3. The townhouse shall be separated from adjoining units in accordance with Section R302.2 of the *International Residential Code*.

(aa) Fire separations. Section 1102.2.1 is hereby added to read as follows:

1102.2.1 Fire Separations. Where fire separations are utilized to allow additions without exceeding the allowable area provisions of Chapter 5 of the IBC for either the existing building or the new addition, the decreased clear space where the two buildings adjoin shall be accounted for in such calculation relative to the allowable frontage increase.

(bb) Flood hazard areas. Section 1103.3 is hereby deleted in its entirety.

(cc) Flood hazard areas. Section 1201.4 is hereby deleted in its entirety.

(dd) Compliance with other codes. Section 1301.3.2 is hereby amended to read as follows:

1301.3.2 Compliance with other codes. Buildings that are evaluated in accordance with this section shall comply with the *International Fire Code*.

(ee) Compliance with flood hazard provisions. Section 1301.3.3 is hereby deleted in its entirety.

(ff) Flood hazard areas. Section 1402.6 is hereby deleted in its entirety.

(gg) When required. Section 1509.1 is hereby amended to read as follows:

(unapproved draft)

1509.1 When required. An *approved* water supply for fire protection, either temporary or permanent, shall be made before combustible vertical construction begins. The water supply design and timing of the water supply installation relative to building construction shall comply with the adopted *Fire Code*.

(hh) Water supply for fire protection. Sections 1509.2 through 1509.5 is hereby deleted

## Part 2. Open Meetings Act

This meeting was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

## Part 3. Severability Clause

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

## Part 4. Repeal

All ordinances or parts of ordinances and sections of any of the City Code of Ordinances in conflict with this Ordinance are hereby repealed.

## Part 5. Effect on Pending Proceedings

That nothing in this legislation or in the Existing Building Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Part 4 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

## Part 6. Publication

The City Secretary is authorized and directed to publish the caption and penalty prescribed by this ordinance in accordance with State Law.

## Part 7. Enforcement

Any person, firm or individual who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined not less than one dollar (\$1.00) or more than two thousand dollars (\$2,000.00) in accordance with Code of Ordinance Sec. 1.01.009 . Each day the violation continues shall constitute a separate and distinct offense.

## Part 8. Effective Date



*(unapproved draft)*

This Ordinance shall be in force and effect from and after October 1, 2024.

CITY OF WOLFFORTH

\_\_\_\_\_  
CHARLES ADDINGTON II, MAYOR

ATTEST:

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Terri Robinette, City Secretary

DRAFT

(unapproved draft)

## ORDINANCE NO. 2024-032

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, ADOPTING CHAPTER 3, ARTICLE XVI -- ADOPTING THE 2021 EDITION OF THE SWIMMING POOL AND SPA CODE, REGULATING AND GOVERNING THE CONSTRUCTION, ALTERATION, MOVEMENT, RENOVATION, REPLACEMENT, REPAIR AND MAINTENANCE OF AQUATIC RECREATION FACILITIES, POOLS AND SPAS IN THE CITY OF WOLFFORTH PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

### Part 1. Enacted

THAT, Chapter 3, Article XVI INTERNATIONAL SWIMMING POOL AND SPA CODE of the Code of Ordinances is hereby adopted and shall read as follows:

### **Sec. 3.16.001 Adopted**

The International Swimming Pool and Spa Code, as published by the International Code Council, is hereby adopted by reference as the city swimming pool and spa code as if fully set out in this article with the additions, deletions, insertions and changes as follows.

### **Amendments-**

(a) Other laws. Section 102.9 is hereby amended to read as follows:

102.9 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law, to include but not limited to:

1. Texas Department of State Health Services (TDSHS); Standards for Public Pools and Spas; §285.181 through §285.208, (TDSHS rules do not apply to pools serving one- and two-family dwellings or townhouses).
2. Texas Department of Licensing and Regulation (TDLR); 2012 Texas Accessibility Standards (TAS), TAS provide the scoping and technical requirements for accessibility for Swimming Pool, wading pools and spas and shall comply with 2012 TAS, Section 242. (TAS rules do not apply to pools serving one- and two-family dwellings or townhouses).

Exception: Elements regulated under Texas Department of Licensing and Regulation (TDLR) and built in accordance with TDLR approved plans, including any variances or waivers granted by the TDLR, shall be deemed to be in compliance with the requirements of this Chapter.

(b) Violation penalties. Section 113.4 is hereby amended to read as follows:

(unapproved draft)

113.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair a pool or spa in violation of the *approved* construction documents or directive of the *code official*, or of a permit or certificate issued under the provisions of this code may be punishable for each day of the violation set forth by the *authority having jurisdiction*.

(c) Barrier requirements. Section 305.1 is hereby amended to read as follows:

305.1 General. The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. In only one- and two-family dwellings and townhouses, where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 305.2 through 305.7.

(d) Chain link fencing prohibited. A new Section 305.2.7.1 is hereby added, which shall read as follows:

305.2.7.1 Chain link fencing prohibited. Chain link fencing is not permitted as a barrier in public pools built after January 1, 1994.

(e) Structure wall as a barrier. Section 305.4 is hereby amended to read as follows:

305.4 Structure wall as a barrier. Where a wall of a dwelling or structure of a one- and two-family dwelling or townhouse or its accessory structure serves as part of a barrier and where doors or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

1. Operable windows having a sill height of less than 48 inches (1219 mm) above the indoor finished floor, doors and gates shall have an alarm that produces an audible warning when the window, door or their screens are opened. The alarm shall be *listed* and labeled as a water hazard entrance alarm in accordance with UL 2017.
2. In dwellings that are required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located not greater than 54 inches (1372 mm) above the finished floor.
3. In dwellings that are required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located not greater than 54 inches (1372 mm) and not less than 48 inches (1219 mm) above the finished floor.
4. In structures other than dwellings, the operable parts of the alarm deactivation switches shall be located not greater than 54 inches (1372 mm) and not less than 48 inches (1220 mm) above the finished floor.
5. A safety cover that is listed and labeled in accordance with ASTM F1346 is installed for the pools and spas.
6. An approved means of protection, such as self-closing doors with self-latching devices, is provided. Such means of protection shall provide a degree of protection that is not less than the protection afforded by Item 1 or 2.

(f) Natural barriers. Section 305.6 is hereby amended to read as follows:

(unapproved draft)

305.6 Natural barriers used in a one- and two-family dwelling or townhouse. In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge a minimum of eighteen (18) inches, a barrier is not required between the natural body of water shoreline and the pool or spa.

(g) Accessibility. Section 307.1.4 is hereby amended to read as follows:

307.1.4 Accessibility. An accessible route to public pools and spas shall be provided in accordance with the *International Building Code*. Accessibility within public pools and spas shall be provided as required by the accessible recreational facilities provisions of the *International Building Code*. Pool and spa lifts providing an accessible means of entry into the water shall be listed and labeled in accordance with UL 60335-2-1000 and be installed in accordance with ICC A117.1 and NFPA 70.

Exception: Components of projects regulated by and registered with the Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

(h) Adjacency to structural foundation. A new Section 307.2.2.2 is hereby added, which shall read as follows:

307.2.2.2. Adjacency to Structural Foundation. Depth of the swimming pool and spa shall maintain a ratio of 1:1 from the nearest building foundation or footing of a retaining wall.

Exception: A sealed engineered design drawing of the proposed new structure shall be submitted for approval.

(i) Suction entrapment avoidance. Section 310.1 is hereby amended to read as follows:

310.1 General. Suction entrapment avoidance for pools and spas shall be provided in accordance with APSP 7 {ANSI/PHTNICC 7} or for public swimming pools in accordance with State of Texas Rules for Public Swimming Pools and Spas, Title 25 TAC Chapter 265 Subchapter L, Ruic §265.190.

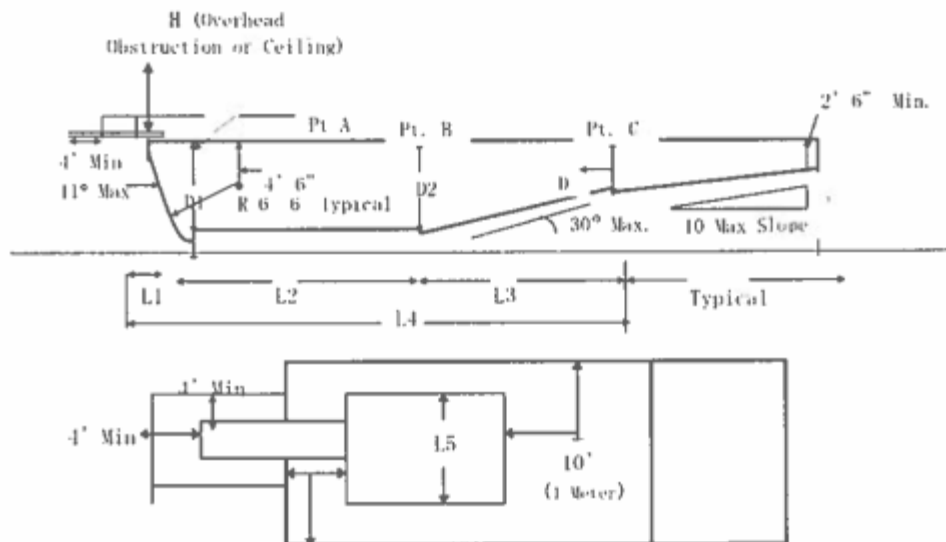
(j) Water envelopes. Section 402.12 is hereby amended to read as follows:

402.12 Water envelopes. The minimum diving water envelopes shall be in accordance with Texas department of State Health services, Administrative Code Title 25, Chapter 265, Section 186 (c) and Figure: 25 TAC 256.186 (c)(6).

(unapproved draft)

Figure: 25 TAC §265.186(e)(6)

Maximum Diving Board Height Over Water	¾ Meter	1 Meter	3 Meters
Maximum Diving Board Length	12 ft.	16 ft.	16 ft.
Minimum Diving Board Overhang	2 ft. 6 in.	5 ft.	5 ft.
D1 Minimum	8 ft. 6 in.	11 ft. 2 in.	12 ft. 2 in.
D2 Minimum	9 ft.	10 ft. 10 in.	11 ft. 10 in.
D3 Minimum	4 ft.	6 ft.	6 ft.
L1 Minimum	4 ft.	5 ft.	5 ft.
L2 Minimum	12 ft.	16 ft. 5 in.	19 ft. 9 in.
L3 Minimum	14 ft. 10 in.	13 ft. 2 in.	13 ft. 11 in.
L4 Minimum	30 ft. 10 in.	34 ft. 7 in.	38 ft. 8 in.
L5 Minimum	8 ft.	10 ft.	13 ft.
H Minimum	16 ft.	16 ft.	16 ft.
From Plumbet to Pool Wall at Side	9 ft.	10 ft.	11 ft. 6 in.
From Plumbet to Adjacent Plumbet	10 ft.	10 ft.	10 ft.



(k) Minimum diving water envelopes. Table 402.12 is hereby deleted in its entirety.

(l) Construction dimensions for water envelopes for Class B and Class C pools. Figure 402.12 is hereby deleted in its entirety.

(m) Tread dimensions and area. Section 411.2.1 is hereby amended to read as follows:

4 U .2.1 Tread dimensions and area. Treads shall have a minimum unobstructed horizontal depth (i.e., horizontal run) of 12 inches and a minimum width of 20 inches.

(unapproved draft)

(n) Tread risers. Section 411.2.2 is hereby amended to read as follows:

411.2.2 Risers. Risers for steps shall have a maximum uniform height of 10 inches, with the bottom riser height allowed to taper to zero.

(o) Swimouts. Section 411.5.1 is hereby amended to read as follows:

411.5.1 Swimouts. Swimouts, located in either the deep or shallow area of a pool, shall comply with all of the following:

1. The horizontal surface shall be not greater than 20 inches (508 mm) below the waterline.
2. An unobstructed surface shall be provided that is equal to or greater than that required for the top tread of the pool stairs in accordance with Section 411.2.
3. Where used as an entry and exit access, swimouts shall be provided with steps that comply with the pool stair requirements of Section 411.2.
4. The leading edge shall be visibly set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.

(p) Underwater seats and benches. Section 411.5.2 is hereby amended to read as follows:

411.5.2 Underwater seats and benches. Underwater seats and benches, whether used alone or in conjunction with pool stairs, shall comply with all of the following:

1. The horizontal surface shall be not greater than 20 inches (508mm) below the waterline.
2. An unobstructed surface shall be provided that is not less than 10 inches (254 mm) in depth and not less than 24 inches (607 mm) in width.
3. Underwater seats and benches shall not be used as the required entry and exit access.
4. Where underwater seats are located in the deep area of the pool where manufactured or constructed diving equipment is installed, such seats shall be located outside of the minimum diving water envelope for diving equipment.
5. The leading edge shall be visually set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.
6. The horizontal surface shall be at or below the waterline.
7. A tanning ledge or sun shelf used as the required entry and exit access shall be located not greater than 12 inches (305 mm) below the waterline.

(q) Uniform height of 10 inches. Section 610.5.1 is hereby amended to read as follows:

610.5.1 Uniform height of 10 inches. Except for the bottom riser, risers at the centerline shall have a maximum uniform height of 10 inches (254 mm). The bottom riser height shall be permitted to vary from the other risers.

(unapproved draft)

(r) Diving water envelopes. Section 804.1 is hereby amended to read as follows:

Section 804.1 General. The minimum diving water envelopes shall be in accordance with Table 804.1 and Figure 804.1, or the manufacturer's specifications, whichever is greater. Negative construction tolerances shall not be applied to the dimensions of the minimum diving water envelopes given in Table 804.1.

#### Part 2. Open Meetings Act

This meeting was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

#### Part 3. Severability Clause

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

#### Part 4. Repeal

All ordinances or parts of ordinances and sections of any of the City Code of Ordinances in conflict with this Ordinance are hereby repealed.

#### Part 5. Effect on Pending Proceedings

That nothing in this legislation or in the Swimming Pool and Spa Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Part 4 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

#### Part 6. Publication

The City Secretary is authorized and directed to publish the caption and penalty prescribed by this ordinance in accordance with State Law.

#### Part 7. Enforcement

Any person, firm or individual who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined not less than one dollar (\$1.00) or more than two thousand dollars (\$2,000.00) in accordance with Code of Ordinance Sec. 1.01.009. Each day the violation continues shall constitute a separate and distinct offense.

*(unapproved draft)*

Part 8. Effective Date

This Ordinance shall be in force and effect from and after October 1, 2024.

CITY OF WOLFFORTH

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CHARLES ADDINGTON II, MAYOR

ATTEST:

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

DRAFT



(unapproved draft)

**ORDINANCE NO. 2024-033**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING CHAPTER 5, ARTICLE II –FIRE CODE OF THE CODE OF ORDINANCES BY ADOPTING THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Part 1. Enacted

THAT, Chapter 5, Article II INTERNATIONAL FIRE CODE of the Code of Ordinances is hereby amended by amending Sec. 5.02.001, which shall read as follows:

**Sec. 5.02.001 Adoption; purpose and intent**

A certain document, a copy of which is on file in the office of the city secretary, being marked and designated as the International Fire Code, 2021 edition, as published by the International Code Council, is hereby adopted as the fire code of the city for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said fire code on file in the office of the city secretary are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, deletions, insertions and changes, if any, prescribed in section 5.02.002 if this article.

**Sec. 5.02.002 Amendments**

The following sections of the fire code are hereby amended as follows.

**Amendments:**

The provisions of the International Fire Code, 2021 edition, are hereby specifically amended as follows:

(1) Marking. Section 503.3 is hereby amended by the addition of subsections 503.3.1, 503.3.2, 503.3.3, and 503.3.4, to read as follows:

503.3.1. Maintenance. The owner or person in control of any building for which fire lanes have been designated shall mark and maintain said fire lanes by painting stripes on the surface of said roadways to designate the fire lane for fire apparatus in accordance with the specifications of section 503.3 and in such a manner so as to be visible to a reasonably observant person.

503.3.2. Specifications for marking. All required fire lanes shall be provided and maintained with fire lane striping which consists of a six (6) inch wide red background

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stripe with four (4) inch high white letters stating "FIRE LANE NO PARKING" or "NO PARKING FIRE LANE" to be painted upon the red stripe every forty (40) feet along the entire length of the fire lane, showing the exact boundary of the fire lane. The words "FIRE LANE NO PARKING" or "NO PARKING FIRE LANE" must be grouped together as a phrase. Separating the words "NO PARKING" and "FIRE LANE" spacing them forty (40) feet apart does not meet the intention of this section. Fire lane markings shall be upon the vertical surface of the curb unless otherwise approved by the chief.

503.3.3. Alternate markings. When, due to a building's particular use, the chief determines that fire lane markings are impractical, the words "LOADING ZONE/NO PARKING," painted black, may be substituted for the words "FIRE LANE/NO PARKING," and the six-inch (6") red stripe must be painted yellow, but all other provisions of chapter 5 shall apply.

503.3.4. Alternate signs allowed or required. If the chief or authorized representative determines that other means of notice are ineffective to designate a fire lane, signs may be required by written notice to the property owner. These signs shall be in accordance with the requirements of the Texas Manual of Uniform Traffic-Control Devices. When required, these signs shall be erected and maintained bearing a red legend stating "No Parking Fire Lane" with letters of at least two inches (2") in height on a white reflective background at least twelve inches (12") wide by eighteen inches (18") tall. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6' 6") above the finished grade. Signs shall be spaced not more than fifty feet (50') apart. Signs may be installed on permanent buildings or walls as approved by the chief or authorized representative. Additional signs may also be required by written notice from the chief.

(2) Key boxes. Section 506 is hereby amended by the addition of subsection 506.1.1.1, to read as follows:

506.1.1.1 Approved. When required by the fire department, a KNOX lock box, KNOX padlock, and/or KNOX key switch must be installed on any structure or gate at a location approved by the fire department. The key box shall contain keys as required by the code authority or his designee.

(3) Delete Appendices J and L.

(4) Section 105.6.25 is hereby amended by the addition of the paragraphs set forth below, to read as follows:

A construction permit is required for the installation or modification of an electronic access control system, as specified in Chapter 5. A separate construction permit is required for the installation or modification of a fire alarm system that may be connected to the electronic access control system.

Exception: Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

(5) Definitions. The following definitions of Section 202 are hereby amended to read as follows:

ATRIUM. A vertical space hat is enclosed at the top, connecting two or more stories in Group 1-2 and 1-3 occupancies or three or more stories in all other occupancies.

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**FIRE WATCH.** A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

**STANDBY PERSONNEL.** Qualified fire service personnel, approved by the Fire Code Official. When utilized, the number required shall be as directed by the Fire Code Official. Charges for utilization shall be as normally calculated by the jurisdiction.

**UPGRADED OR REPLACED FIRE ALARM SYSTEM.** A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model,
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system, or
- Conversion from a conventional system to one that utilizes addressable or analog devices.

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

(6) Definitions. The first paragraph of the following definition in Section 202 is amended to read as follows:

**FIREWORKS.** Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, or detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.3G fireworks or 1.4G fireworks.

(7) Definitions. A new definition in Section 202 is hereby added as follows:

**DEFEND IN PLACE.** A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

(8) Prohibited open burning. Section 307.1.1 is hereby amended to read as follows:

307.1.1 Prohibited open burning. Open burning shall be prohibited when:

1. atmospheric conditions or local circumstances make such fires hazardous;
2. the burning is offensive or objectionable because of smoke emissions.

(9) Location open burning. 307.4, 307.4.1, and 307.4.4 are hereby amended to read as follows:

307.4 Location. The location for open burning shall not be less than 300 feet (91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91 440 mm) of any structure.

Exceptions:

1. Delete

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## 2. Delete

307.4.1 Bonfires. A bonfire shall not be conducted within 300 feet (91440 mm), or greater distance as determined by the fire code official, of a structure or combustible material, unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within the required setback of a structure shall be eliminated prior to ignition.

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Residential Code or International Building Code.

(10) False and nuisance alarms. Section 401.5 is hereby amended to read as follows:

Section 401.5 False and nuisance alarms. False alarms and nuisance alarms shall not be given, signaled, transmitted, or caused or permitted to be given, signaled, or transmitted in any manner.

(11) Dimensions. Section 503.2.1 is hereby amended to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).

(12) Group F-1 distilled spirits. Section 903.2.4.2 is hereby amended to read as follows:

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>16% alcohol) in the fire area at any one time.

(13) Group S-1 distilled spirits or wine. Section 903.2.9.3 is hereby amended to read as follows:

903.2.9.3 Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>16% alcohol) in the fire area at any one time.

(14) NFPA 13R sprinkler systems. The first paragraph and exceptions thereto of Section 903.3.1.2 is amended to read as follows:

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is 35 feet (9144 10668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is 35 feet (9144 10668 mm) or less below the lowest level of fire department vehicle access.

The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 of the International Building Code shall be measured from grade plane.

(15) NFPA 13D Sprinkler Systems. Section 903.3.1.3 is hereby amended to read as follows:

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903.3.1.3 NFPA 13D Sprinkler Systems. Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

(16) Freeze protection. Section 903.3.1.4 is hereby amended by adding Subsections 903.3.1.4.1 and 903.3.1.4.2 to read as follows:

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

(17) Sprinkler system supervision and alarms. Section 903.4 is hereby amended by adding a second paragraph after the exceptions to read as follows:

903.4 Sprinkler system supervision and alarms.

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering. Buildings without a fire alarm system shall have their valves locked in their normal position.

(18) Water supplies. 903.3.5 is hereby amended by adding a second paragraph to read as follows:

903.3.5 Water supplies.

Water supply as required for such systems shall be provided in accordance with the supply requirements of the respective standard; however, every water-based fire protection system shall be designed with a 10psi safety factor. Reference Section 507.4 for additional design requirements.

(19) Group E. Section 907.2.3 is hereby amended to read as follows:

907.2.3 Group E... A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies.

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When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 501 open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. A manual fire alarm system shall not be required in Group E occupancies with an occupant load of 50 or less.
  - 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)
2. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided that activation of the manual fire alarm system initiates an approved occupant notification signal in accordance with Section 907.5.
3. Manual fire alarm boxes shall not be required in Group E occupancies where all of the following apply:
  - 3.1. Interior corridors are protected by smoke detectors.
  - 3.2. Auditoriums, cafeterias, gymnasiums and similar areas are protected by heat detectors or other approved detection devices.
  - 3.3. Shops and laboratories involving dusts or vapors are protected by heat detectors or other approved detection devices.
  - 3.4. Manual activation is provided from a normally occupied location.
4. Manual fire alarm boxes shall not be required in Group E occupancies where all of the following apply:
  - 4.1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1.
  - 4.2. The emergency voice/alarm communication system will activate on sprinkler water flow.
  - 4.3. Manual activation is provided from a normally occupied location.

(20) Construction. Section 1020.2 shall be hereby amended to read as follows:

1020.2 Construction. Corridors shall be fire-resistance rated in accordance with Table 1020.2. The corridor walls required to be fire-resistance rated shall comply with Section 708 of the International Building Code for fire partitions.

Exceptions:

1. A fire-resistance rating is not required for corridors in an occupancy in Group E where each room that is used for instruction has not less than one door opening directly to the exterior and rooms for assembly purposes have not less than one-

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half of the required means of egress doors opening directly to the exterior. Exterior doors specified in this exception are required to be at ground level.

2. A fire-resistance rating is not required for corridors contained within a dwelling unit or sleeping unit in an occupancy in Groups I-1 and R.
3. A fire-resistance rating is not required for corridors in open parking garages.
4. A fire-resistance rating is not required for corridors in an occupancy in Group B that is a space requiring only a single means of egress complying with Section 1006.2.
5. Corridors adjacent to the exterior walls of buildings shall be permitted to have unprotected openings on unrated exterior walls where unrated walls are permitted by Table 705.5 of the International Building Code and unprotected openings are permitted by Table 705.8 of the International Building Code.
6. In unsprinklered group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke- detection within the corridor. The actuation of any detector must activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors must be connected to an approved automatic fire alarm system where such system is provided.

## Part 2. Open Meetings Act

This meeting was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

## Part 3. Severability Clause

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

## Part 4. Repeal

All ordinances or parts of ordinances and sections of any of the City Code of Ordinances in conflict with this Ordinance are hereby repealed.

## Part 5. Effect on Pending Proceedings

That nothing in this legislation or in the Fuel Gas Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Part 4 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

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Part 6. Publication

The City Secretary is authorized and directed to publish the caption and penalty prescribed by this ordinance in accordance with State Law.

Part 7. Enforcement

Any person, firm or individual who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined not less than one dollar (\$1.00) or more than two thousand dollars (\$2,000.00) in accordance with Code of Ordinance Sec. 1.01.009. Each day the violation continues shall constitute a separate and distinct offense.

Part 8. Effective Date

This Ordinance shall be in force and effect from and after October 1, 2024.

CITY OF WOLFFORTH

\_\_\_\_\_  
CHARLES ADDINGTON II, MAYOR

ATTEST:

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



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## ORDINANCE NO. 2024-034

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, AMENDING CHAPTER 3, ARTICLE I – PLUMBING REGULATIONS OF THE CODE OF ORDINANCES BY ADOPTING THE 2021 EDITION OF THE INTERNATIONAL PLUMBING CODE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Part 1. Enacted

THAT, Chapter 3, Article I PLUMBING REGULATIONS of the Code of Ordinances is hereby amended by amending Sec. 3.01.001, which shall read as follows:

**Sec. 3.01.001 Adoption of Code**

The International Plumbing Code, 2021 edition, as published by the International Code Council, is hereby adopted by reference as the city plumbing code as if fully set out in this article with the additions, deletions, insertions and changes as follows.

**Amendments-**

(a) Protection against physical damage. Section 305.6 is hereby amended to read as follows:

305.6 Protection against physical damage. In concealed locations where piping, other than cast iron or galvanized steel, is installed through holes or notches in studs, joints, rafters or similar members less than 1.5 inches (38 mm) from the nearest edge of the member, the pipe shall be protected by steel shield plates. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 gage). Such plates shall cover the area of the pipe where the member is notched or bored.

(b) Over-excavation. Section 306.2.1 is hereby amended to read as follows:

306.2.1 Over-excavation. Where trenches are excavated below the installation level of the pipe such that the bottom of the trench does not form the bed for the pipe, the trench shall be backfilled to the installation level of the bottom of the pipe placed in layers of 6 inches (152 mm) maximum depth and such backfill shall be compacted after each placement. The backfill material may consist of sand or fine gravel, or excavated material that complies with Section 306.3.

(c) Drainage and vent water test. Section 312.2 is hereby amended to read as follows:

312.2 Drainage and vent water test. A water test shall be applied to the drainage system either in its entirety or in sections. If applied to the entire system, all openings in the piping shall be tightly closed, except the highest opening, and the system shall be filled with water to the point of overflow. If the system is tested in sections, each opening shall be tightly plugged except the

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highest openings of the section under test, and each section shall be filled with water, but no section shall be tested with less than a 5-foot (1524 mm) head of water above floor height. In testing successive sections, at least the upper 10 feet (3048 mm) of the next preceding section shall be tested so that no joint or pipe in the building, except the uppermost 10 feet (3048 mm) of the system, shall have been submitted to a test of less than a 5-foot head of water above floor height. The water shall be kept in the system, or in the portion under test, for at least 15 minutes before inspection starts. The system shall then be tight at all points.

(d) Gravity sewer test. Section 312.6 is hereby amended to read as follows:

312.6 Gravity sewer test. Gravity sewer tests shall consist of plugging the end of the *building sewer* at the point of connection with the public *sewer*, filling the *building sewer* with water, testing with not less than a 5-foot (1524 mm) head of water and maintaining such pressure for 15 minutes.

(e) Ductless mini-split system traps. Section 314.2.4.1 is hereby deleted in its entirety.

(f) Sheet lead. Section 402.4 is hereby amended to read as follows:

402.4 Sheet lead. Sheet lead for pans shall not weigh less than two and one-half (2-1/2) pounds per square foot (12.2 kg/m<sup>2</sup>) and shall be coated with an asphalt paint or other *approved* coating.

(g) Sheet lead. Section 421.5.2.3 is hereby amended to read as follows:

421.5.2.3 Sheet lead. Sheet lead shall weigh not less than two and one-half (2- 1 /2) pounds per square foot (12.2 kg/m<sup>2</sup>) and shall be coated with an asphalt paint or other *approved* coating. The lead sheet shall be insulated from conducting substances other than the connecting drain by 15-pound (6.80 kg) asphalt felt or an equivalent. Sheet lead shall be joined by burning.

(h) Water hammer. Section 604.9 is hereby amended to read as follows:

604.9 Water hammer. The flow velocity of the water distribution system shall be controlled to reduce the possibility of water hammer. An air chamber or a water- hammer arrestor shall be installed where quick-closing valves are utilized, unless otherwise approved. Water-hammer arrestors shall be installed in accordance with the manufacturer's instructions. Water-hammer arrestors shall conform to ASSE 1010.

(i) Solvent cementing. Section 605.2 1.3 is hereby amended to read as follows:

605.21.3 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F656 shall be applied. Clear primer in lieu of purple is acceptable where joints are accessible. Solvent cement not purple in color and conforming to ASTM D2564 or CSA CAN/CSA-B 137.3 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D2855. Solvent-cement joints shall be permitted above or below ground.

(j) Location of full-open valves. Section 606.1 is hereby amended to read as follows:

606.1 Location of full-open valves. Full-open valves shall be installed in the following locations:

1. On the building water service pipe from the public water supply.
2. On the water distribution supply pipe at the entrance into the structure if the water meter is more than 100 feet from the building.
3. On the water supply pipe to a gravity or pressurized water tank.

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4. On the water supply pipe to every water heater.

(k) Location of shutoff valves. Section 606.2 is hereby amended to read as follows:

606.2 Location of shutoff valves. Shutoff valves shall be installed in the following locations:

1. On the fixture supply to each plumbing fixture in other than bathtubs and showers in one- and two-family and multiple-family residential occupancies, and other than in individual sleeping units that are provided with unit shutoff valves in hotels, motels, boarding houses and similar occupancies.
2. On the water supply pipe to each appliance or mechanical equipment.

(l) Slope of horizontal drainage pipe. Table 704.1 is hereby amended to read as follows:

**TABLE 704.1**  
**SLOPE OF HORIZONTAL DRAINAGE PIPE**

Size (inches)	Minimum slope (inch per foot)
2-1/2 or less	1/4 <sup>a</sup>
3 to 5	1/8 <sup>a</sup>
6 or larger	1/16 <sup>a</sup>

a. Slopes for piping draining to a grease interceptor shall comply with Section 704.1.

(m) Solvent cementing. Section 705.10.2 is hereby amended to read as follows:

705.10.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F656 shall be applied. Clear primer in lieu of purple primer is acceptable where joints are accessible. Solvent cement not purple in color and conforming to ASTM D2564 CSA CAN/CSA- 8137.3, CSA CAN/CSA-8181.2 or CSA CAN/CSA-BV182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D2855. Solvent-cement joints shall be permitted above or below ground.

Exception: A primer is not required where both of the following conditions apply:

1. The solvent cement used is third-party certified as conforming to ASTM D2564.
2. The solvent cement is used only for joining PVC drain, waste and vent pipe and fittings in non-pressure applications in sizes up to and including 4 inches (102 mm) in diameter.

(n) Installation of fittings. Section 706.3 is hereby amended to read as follows:

706.3 Installation of fitting. Fittings shall be installed to guide sewage and waste in the direction of flow. Change in direction shall be made by fittings installed in accordance with Table 706.3. Change in direction by combination fittings, side inlets or increasers shall be installed in accordance with Table 706.3 based on the pattern of flow created by the fitting. Double sanitary tee patterns shall not receive the discharge of back-to-back water closets and fixtures or appliances with pumping action discharge.

(o) Building drains and sewers. Table 710.1(1) is hereby amended to read as follows:

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<b>Table 710.1(1)</b>				
<b>BUILDING DRAINS AND SEWERS</b>				
<b>DIAMETER OF PIPE</b>  <b>(inches)</b>	<b>MAXIMUM NUMBER OF DRAINAGE FIXTURE UNITS CONNECTED TO ANY PORTION OF THE BUILDING DRAIN OR THE BUILDING SEWER, INCLUDING BRANCHES OF THE BUILDING DRAIN<sup>9</sup></b>			
	<b>Slope per foot</b>			
	<b>1/16 inch</b>	<b>1/8 inch</b>	<b>1/4 inch</b>	<b>1/2 inch</b>
1-1/4	-	-	1	1
1-1/2	-	-	3	3
2	-	-	21	26
2-1/2	-	-	24	31
3	-	36	42	50
4	-	180	216	250
5	-	390	480	575
6	620	700	840	1000
8	1400	1600	1920	2300
10	2500	2900	3500	4200



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Table 710.1(1)				
BUILDING DRAINS AND SEWERS				
DIAMETER OF PIPE  (inches)	MAXIMUM NUMBER OF DRAINAGE FIXTURE UNITS CONNECTED TO ANY PORTION OF THE BUILDING DRAIN OR THE BUILDING SEWER, INCLUDING BRANCHES OF THE BUILDING DRAIN <sup>1</sup>			
	Slope per foot			
	1/16 inch	1/8 inch	1/4 inch	1/2 inch
12	3900	4600	5600	6700
15	7000	8300	10,000	12,000

a. The minimum size of any building drain serving a water closet shall be 3 inches.

(p) Roof extension unprotected. Section 903.1.1 is hereby amended to read as follows:

903.1.1 Roof extension unprotected. Open vent pipes that extend through a roof shall be terminated not less than 10 inches (254 mm) above the roof.

(q) Storm drainage-general (tests). Section 1101.4 is hereby amended to read as follows:

1101.4 Tests. The building storm drain shall be tested in accordance with Section 312 and within the building only and shall not require 5-foot head, but roof drain level only.

(r) Roof design. Section 1101.7 is hereby amended to read as follows:

1101.7 Roof design. Roofs shall be designed for the maximum possible depth of water that will pond thereon as determined by the relative levels of roof deck and overflow weirs, scuppers, edges or serviceable drains in combination with the deflected structural elements in accordance with Section 1611 of the International Building Code. In determining the maximum possible depth of water, all primary roof drainage means shall be assumed to be blocked. The maximum possible depth of water on the roof shall include the height or the water required above the inlet of the secondary roof drainage means to achieve the required flow rate of the secondary drainage means to accommodate the design rainfall as required by Section 1106.

(w) Strainers. A new Section 1105.3 is hereby added to read as follows:

1105.3 Strainers. Roof drains shall have strainers extending not less than 4 inches (102 mm) above the surface of the roof immediately adjacent to the roof drain. Strainers shall have an available inlet area, above roof level, of not less than one and one-half times the area of the conductor or leader to which the drain is connected.

(x) Flat decks. A new Section 1105.4 is hereby added to read as follows:

1105.4 Flat decks. Roof drain strainers for use on sun decks, parking decks and similar areas that are normally serviced and maintained shall comply with Section 1105.3 or shall be of the flat-

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surface type, installed level with the deck, with an available inlet area not less than two times the area of the conductor or leader to which the drain is connected.

(y) Size of conductors, leaders and storm drains. Section 1106 is hereby deleted and replaced with the following:

**SECTION 1106**

**SIZE OF CONDUCTORS, LEADERS AND STORM DRAINS**

1106.1 General. The size of the vertical conductors and leaders, building *storm drains*, building *storm sewers*, and any horizontal branches of such drains or *sewers* in Wolfforth, Texas, shall be based on a minimum 100-year hourly rainfall rate of 3.3 inches (84 mm) per hour.

1106.2 Vertical conductors and leaders. Vertical conductors and leaders shall be sized for the maximum projected roof area, in accordance with Table L1106.2(1) and Table L1106.2(2).

**TABLE L1106.2(1)**

**SIZE OF CIRCULAR VERTICAL CONDUCTORS AND LEADERS**

Horizontally Projected Roof Area (square feet)

Diameter of leader (inches) <sup>a</sup>	Rainfall Rate (inches per hour)		
	3	3.3	4
2	960	888	720
3	2,930	2,711	2,200
4	6,130	5,671	4,600
5	11,530	10,666	8,650
6	17,995	16,647	13,500
8	38,660	35,762	29,000

a. Sizes indicated are the diameter of circular piping. This table is applicable to piping of other shapes, provided the cross-sectional shape fully encloses a circle of the diameter indicated in this table. For rectangular leaders, see Table L1106.2(2). Interpolation is permitted for pipe sizes that fall between those listed in this table.

b. The Rate of Rainfall for Wolfforth, Texas, is 3.3 inches per hour, as shown in Appendix B of the 2021 International Plumbing Code.

**TABLE L1106.2(2)**

**SIZE OF RECTANGULAR VERTICAL CONDUCTORS AND LEADERS**

**Dimensions Of Common**

**Horizontally Projected Roof Area (square feet)**

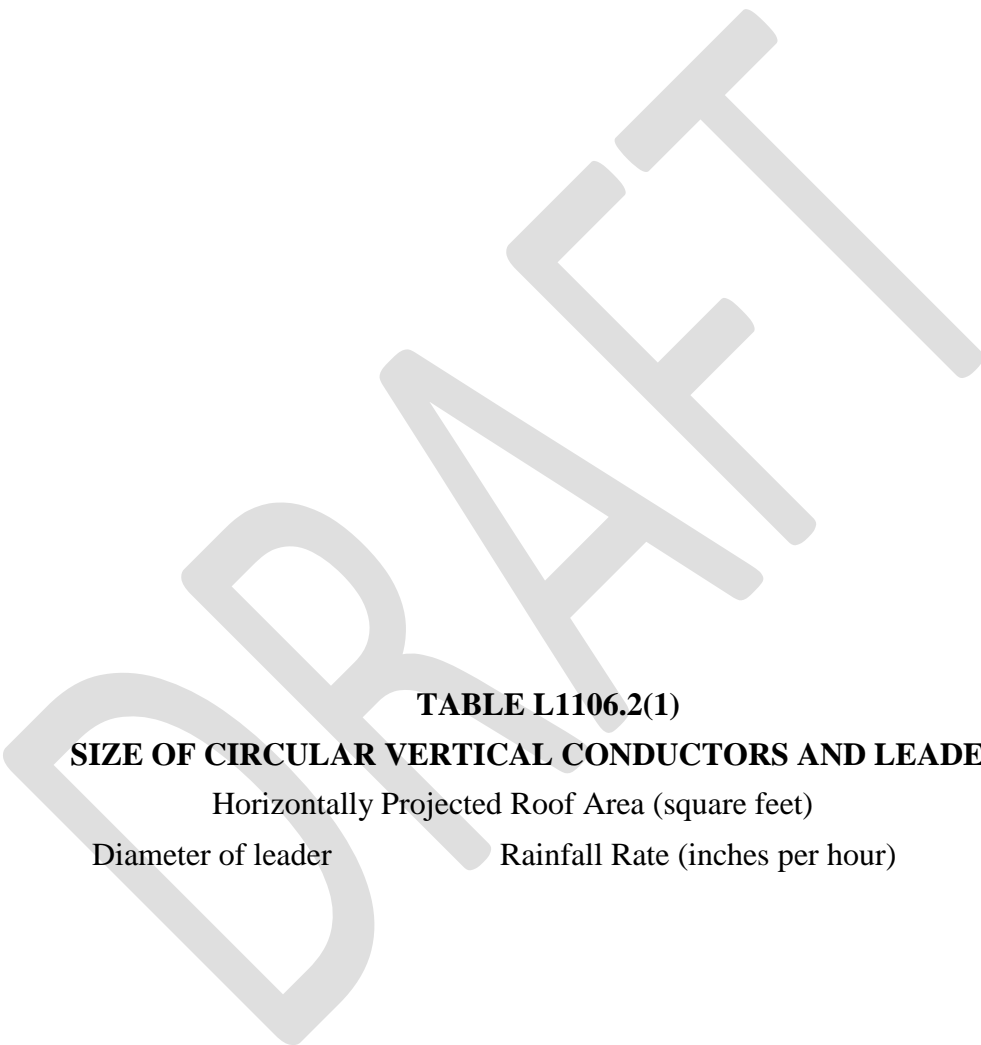
**Leader Sizes width x**

**Rainfall Rate (inches per hour)**

(unapproved draft)

**length**

(inches) <sup>a,b</sup>	3	3.3	4
1-3/4 x 2-1/2	1,130	1,046	850
2 x 3	1,840	1,702	1,380



**TABLE L1106.2(1)**  
**SIZE OF CIRCULAR VERTICAL CONDUCTORS AND LEADERS**  
 Horizontally Projected Roof Area (square feet)  
 Diameter of leader      Rainfall Rate (inches per hour)

(unapproved draft)

(inches) <sup>3</sup>	3	3.3	4
2-3/4 X 4-1/4	4,270	3,949	3,200
3x4	4,400	4,070	3,300
3-1/2 X 4	5,300	4,901	3,970
3-1/2 X 5	7,100	6,566	5,320
3-1/4 X 4-3/4	7,320	6,771	5,490
3-3/4 X 5-1/4	8,500	7,864	6,380
3-1/2 X 6	9,260	8,564	6,940
4x6	10,990	10,165	8,240
5-1/2 X 5-1/2	14,760	13,653	11,070
7-1/2 X 7-1/2	33,500	30,986	25,120

- a. Sizes indicated are nominal width x length of the opening for rectangular piping.
- b. For shapes not included in this table, Equation 11-1 shall be used to determine the equivalent circular diameter,  $D_e$ , of rectangular piping for use in interpolation using the data from Table L1106.2(1).

$D_e = (\text{width} \times \text{length})^{1/2}$  (Equation 11-1)

where:

$D_e$  = equivalent circular diameter;  $D_e$ , width, and length are in inches.

- c. The Rate of Rainfall for Wolfforth, Texas, is 3.3 inches per hour, as shown.

**TABLE L1106.2(1)**  
**SIZE OF CIRCULAR VERTICAL CONDUCTORS AND LEADERS**

Horizontally Projected Roof Area (square feet)

Diameter of leader (inches) <sup>a</sup>	3	3.3	4
---	---	-----	---

- a. in Appendix B of the 2021 International Plumbing Code.



(unapproved draft)

1106.3 Building storm drains and sewers. The size of the building storm drain, building storm sewer and their horizontal branches having a slope of one-half unit or less vertical in 12 units horizontal (4-percent slope) shall be based on the maximum projected roof area in accordance with Table L1106.3. The slope of horizontal branches shall be not less than one-eighth unit vertical in 12 units horizontal (I-percent slope) unless otherwise approved.

**TABLE L1106.3**  
**SIZE OF HORIZONTAL STORM DRAINAGE PIPING**

Horizontally Projected Roof Area (square feet)

Size of Horizontal Piping Inches	Rainfall Rate (inches per hour)		
	3	3.3	4
*1/8 unit vertical in 12 units horizontal (1 percent slope)			
3	1,096	1,014	822
4	2,506	2,294	1,800
5	4,453	4,119	3,340
6	7,133	6,598	5,350
8	15,330	14,181	11,500
10	27,600	25,530	20,700
12	44,400	41,070	33,300

**TABLE L1106.3**  
**SIZE OF HORIZONTAL STORM DRAINAGE PIPING**

Horizontally Projected Roof Area (square feet)

Size of Horizontal Piping	Rainfall Rate (inches per hour)		
---------------------------	---------------------------------	--	--

(unapproved draft)

(inches)	3	3.3	4
15	72,800	68,810	59,500
<b>1/4 unit vertical in 12 units horizontal (2 percent slope)</b>			
3	1,546	1,430	1,160
4	3,533	3,268	2,650
5	6,293	5,821	4,720
6	10,066	9,311	7,550
8	21,733	20,103	16,300
10	38,950	36,025	29,200
12	62,600	57,920	47,000
15	112,000	103,600	84,000
<b>1/2 unit vertical in 12 units horizontal (4 percent slope)</b>			
3	2,295	2,100	1,644
4	5,010	4,635	3,760
5	8,900	8,234	6,680
6	13,700	12,800	10,700
8	30,650	28,355	23,000
10	55,200	51,060	41,400

**TABLE L1106.3**  
**SIZE OF HORIZONTAL STORM DRAINAGE PIPING**

Horizontally Projected Roof Area (square feet)

Size of Horizontal Piping

Rainfall Rate (inches per hour)

(unapproved draft)

(inches)	3	3.3	4
12	88,800	82,140	66,600
15	158,800	146,860	119,000

The rate of rainfall for Lubbock, Texas, is 3.3 inches per hour, as shown in appendix B of the 2021 International Plumbing Code.

1106.4 Vertical walls. In sizing roof drains and storm drainage piping, one-half of the area of any vertical wall that diverts rainwater to the roof shall be added to the projected roof area for inclusion in calculating the required size of vertical conductors, leaders and horizontal storm drainage piping.

1106.5 Parapet wall scupper location. Parapet wall roof drainage scupper and overflow scupper location shall comply with the requirements of Section 1502 of the International Building Code.

1106.6 Size of roof gutters. The size of semicircular gutters shall be based on the maximum projected roof area in accordance with Table L1106.6.

**TABLE L1106.6**

**SIZE OF SEMICIRCULAR ROOF GUTTERS**

Horizontally Projected Roof Area (square feet)

Size of Horizontal Piping Inches	Rainfall Rate (inches per hour)		
	3	3.3	4

\*1/16 unit vertical in 12 units horizontal (0.5 percent slope)

3	226	209	170
4	480	444	360

**TABLE L1106.6**

**SIZE OF SEMICIRCULAR ROOF GUTTERS**

Horizontally Projected Roof Area (square feet)

Diameter of Gutters	Rainfall Rate (inches per hour)		
---------------------	---------------------------------	--	--

(unapproved draft)

(inches)	3	3.3	4
5	834	771	625
6	1,280	1,184	960
7	1,840	1,702	1,380
8	2,655	2,456	1,990
10	4,800	4,440	3,600
<b><u>1/8 unit vertical in 12 units horizontal (1 percent slope)</u></b>			
3	320	296	240
4	681	630	510
5	1,172	1,084	880
6	1,815	1,679	1,360
7	2,600	2,405	1,950
8	3,740	3,458	2,800
10	6,800	6,290	5,100
<b><u>1/4 unit vertical in 12 units horizontal (2 percent slope)</u></b>			
3	454	420	340
4	960	<b>888</b>	720
5	1,668	1,543	1,250



**TABLE L1106.6**  
**SIZE OF SEMICIRCULAR ROOF GUTTERS**  
 Horizontally Projected Roof Area (square feet)  
 Diameter of Gutters                      Rainfall Rate (inches per hour)

(unapproved draft)

(inches)	3	3.3	4
6	2,560	2,368	1,920
7	3,860	3,530	2,760
8	5,310	4,911	3,980
10	9,600	8,880	7,200
<u>1/2 unit vertical in 12 units horizontal (4 percent slope)</u>			
3	640	592	480
4	1,360	1,258	1,020
5	2,360	2,183	1,770
6	3,695	3,418	2,770
7	5,200	4,810	3,900
8	7,460	6,902	5,600
10	13,330	12,331	10,000

The rate of rainfall for Wolfforth, Texas, is 3.3 inches per hour, as shown in appendix B of the 2021 International Plumbing Code.

(z) Secondary (Emergency) Roof Drains. Section 1108 is hereby deleted and replaced with the following:

### SECTION 1108

#### SECONDARY (EMERGENCY) ROOF DRAINS

1108.1 Secondary (emergency overflow) drains or scuppers. Where roof drains are required, secondary (emergency overflow) roof drains or scuppers shall be provided where the roof perimeter construction extends above the roof in such a manner that water will be entrapped if the primary drains allow buildup for any reason.

1108.2 Separate systems required. Secondary roof drain systems shall have the end point of discharge separate from the primary system. Discharge shall be above grade, in a location that would normally be observed by the building occupants or maintenance personnel.

1108.3 Sizing of secondary drains. Secondary (emergency) roof drain systems shall be sized in accordance with Section 1106 based on the rainfall rate for which the primary system is sized in Tables L1106.2(1), L1106.2(2), L1106.3 and LI 106.6. Scuppers shall be sized to prevent the

(unapproved draft)

depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall be sized in accordance with Tables L1108.3(1) and L1108.3(2) so that the rain load on the roof does not exceed 20 psf. Notify the structural engineer when the roof and wall areas contributing to the scuppers exceed the values shown in Table L1108.3(2) so that the structure can be designed for increased rain load. Scuppers shall have an opening dimension of not less than 4 inches (102 mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.

**TABLE L1108.3(1)**

**SIZE OF SCUPPERS**

**Length of Scupper, L (inches)**

Head, H (inches)	CAPACITY OF SCUPPER, Q (gallons per minute)									
	5"	6"	8"	10"	12"	18"	24"	30"	36"	36"
4"	11.4	14.4	17.4	23.4	29.4	35.4	53.3	71.3	89.3	107.3

1.846"	27.3	34.8	42.3	57.3	72.4	87.4	132.5	177.6	222.7	267.7
--------	------	------	------	------	------	------	-------	-------	-------	-------



**TABLE L1108.3(1)**

**SIZE OF SCUPPERS**

**Length of Scupper, L (inches)**

Head, H (inches)	CAPACITY OF SCUPPER, Q (gallons per minute)									
	5"	6"	8"	10"	12"	18"	24"	30"	36"	36"
4"	30.5	39.0	47.5	64.4	81.4	98.3	149.1	200.0	250.8	301.7

(unapproved draft)

Note: The Table is based on the Francis weir formula:

$$Q = 3.33 \times (L - 0.2 \times H) \times H^{1.5}$$

Where:

Q = Flow Rate (cubic feet per second)

L = Length of Scupper Opening (feet)

H = Head on Scupper (feet, measured 6 feet back from opening)

**TABLE L1108.3(2)**

**MAXIMUM CONTRIBUTING AREAS FOR PARAPET WALL SCUPPERS**

For This Table:  $d_s = 2"$ ,  $I = 3.3 \text{ in./hr.}$ , and Rain Load,  $R = 20 \text{ psf}$

**Width of Scupper, L    Maximum Contributing Roof and Wall Areas, A**

**(inches)**

**(square feet)**

4"

796



(unapproved draft)

**TABLE LH08.3(1)**  
**SIZE OF SCUPPERS**

**Length of Scupper, L (inches)**

**5" 6" 8" 10" 12" 18" 24" 30" 36"**

**Head, H 4"**

(inches)	CAPACITY OF SCUPPER, Q (gallons per minute)
5"	1015
6"	1234
7"	1453
8"	1673
10"	2111
12"	2549
16"	3426
24"	5179

A - Maximum allowable horizontally-projected roof areas plus one-half of the vertical wall areas contributing to the roof drainage area so that the maximum rain load on the roof, R, does not exceed 20 psf.

ds = Depth of rainwater from the primary roof drain up to the bottom of the scupper inlet (also referred to as static head), inches. For this Table: ds = 2".

11 = Maximum depth of additional rainwater above the bottom of the scupper inlet (also referred to as hydraulic head), inches. For this Table: 11 = 1.846" maximum.

(11 = 20 psf/5.2 psf/in. of thickness - ds = 3.846" - 2" = 1.846")

i = The rate of rainfall for Wolfforth, Texas is 3.3 inches per hour, as shown in Appendix B of the 2021 IPC. The rate of rainfall is based on a storm of one hour duration and a 100-year return period.



(unapproved draft)

**TABLE L1108.3(1)**

**SIZE OF SCUPPERS**

**Length of Scupper, L (inches)**

5" 6" 8" 10" 12" 18" 24" 30" 36"

**Head, H 4"**

**(inches) CAPACITY OF SCUPPER, Q (gallons per minute)**

$Q = 3.33 \times (L - 0.2 \times H) \times H^{1.5} \quad A = Q/i$

Q = Flow rate through the scupper, gallons per minute (gpm)

Note: the minimum scupper height shall be 4". Scupper heights greater than 4" do not change the values in the table.

(aa) Combined Sanitary and Storm Public Sewer. Section 1109 is hereby deleted in its entirety.

(bb) Medical gas certification. Section 1202 is hereby amended by adding a new Section 1202.2, as follows:

1202.2 Certification required. A medical gas certification must be furnished to the building inspection department before a final inspection will be approved.

Part 2. Open Meetings Act

This meeting was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

Part 3. Severability Clause

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

Part 4. Repeal

All ordinances or parts of ordinances and sections of any of the City Code of Ordinances in conflict with this Ordinance are hereby repealed.

Part 5. Effect on Pending Proceedings

*(unapproved draft)*

That nothing in this legislation or in the Plumbing Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Part 4 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Part 6. Publication

The City Secretary is authorized and directed to publish the caption and penalty prescribed by this ordinance in accordance with State Law.

Part 7. Enforcement

Any person, firm or individual who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined not less than one dollar (\$1.00) or more than two thousand dollars (\$2,000.00) in accordance with Code of Ordinance Sec. 1.01.009. Each day the violation continues shall constitute a separate and distinct offense.

Part 8. Effective Date

This Ordinance shall be in force and effect from and after October 1, 2024.

CITY OF WOLFFORTH

\_\_\_\_\_  
CHARLES ADDINGTON II, MAYOR

ATTEST:

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



# AGENDA ITEM COMMENTARY

---

**MEETING NAME:** City Council  
**MEETING DATE:** September 16, 2024  
**ITEM TITLE:** Consider and take appropriate action on Engagement Agreement with Guevara Law, P.C.  
**STAFF INITIATOR:** Randy Criswell, City Manager

---

**BACKGROUND:**

Mike Guevara has provided us with an updated Engagement Agreement, attached. This agreement is basically the same as the 2022 Agreement, only with an increase in the billable hourly rate from \$240 to \$260. I've asked Mike to be available at this meeting to answer any questions the Council may have.

Staff is very pleased with the level of knowledge and expertise Mike possesses, and he and I have recently discussed how Wolfforth can be a priority client to Guevara Law. We'll be prepared to discuss this as well.

**EXHIBITS:**

Agreement

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Staff recommends approval of the Engagement Agreement with Guevara Law.

**RESOLUTION NO. 2024-036**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING AN ATTORNEY/CLIENT ENGAGEMENT AGREEMENT WITH GUEVARA LAW, P.C.; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council desires to authorize an Attorney/Client Engagement Agreement with Guevara Law, P.C.

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

**SECTION 1.** The City Council hereby approves the Attorney/Client Engagement Agreement with Guevara Law, P.C. for City Attorney services and representation 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 16th day of September 2024.

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

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

**GUEVARA LAW, P.C.  
ATTORNEY/CLIENT ENGAGEMENT AGREEMENT**

THIS ENGAGEMENT AGREEMENT (“Agreement”) is made this \_\_\_ day of August 2024 by and between the City of Wolfforth “Client” and Guevara Law, P.C., “Attorney” and will become effective on October 1, 2024.

Client, in consideration of services to be rendered by Attorney to Client, retains Attorney to represent Client as City Attorney in connection with the operations of Client and as requested by the Client.

Client and Attorney agree:

1. Attorney will devote its professional abilities to any matter to which Client so directs, strive to keep Client informed of all significant developments, and be available to answer inquiries. Client agrees to fully cooperate with Attorney, including but not limited to keeping Attorney advised of all developments related to any matter to which Client has requested that Attorney address, informing Attorney promptly of any change in Client’s contact person or telephone number, and promptly responding to Attorney’s inquiries.
2. Client empowers Attorney to take all steps as City Attorney deemed by Attorney to be advisable, including contracting with other firms and attorneys to provide legal services for Client.
3. Client agrees to compensate Attorney for services at the following rates:

Partner: \$260.00/hour

Senior Associate/Of Counsel: \$240.00/hour

Associate: \$220.00/hour

Legal Assistant/Secretary \$65.00/hour

For copy jobs of less than 200 hundred pages, copies made at one of our offices will not be billed. After 200 pages, a copy job will be billed at \$0.08 per page. Out of pocket expenses including, but not limited to, postage, filing fees, shipping and copies not made at one of our offices, will be billed to the Client at our cost. Client agrees to pay to Attorney these costs.

Client will be billed travel time and mileage or rental car and fuel for trips on behalf of City. Travel time will be billed at \$65.00 per hour. Mileage on behalf of Client will be


billed at the applicable IRS Standard Mileage Rate. Client agrees to pay to Attorney these costs.

4. Client has the right to cancel this Agreement and terminate Attorney's representation at any time by written notice to Attorney. Client understands that Attorney has the right to cancel this Agreement and withdraw from representing Client if any of the Attorney's invoices are not paid by Client within thirty (30) days of the date that Attorney sends them to Client or if Attorney concludes for any other reason that Attorney is unable to represent Client. Attorney will provide written notice in the event that Attorney decides to withdraw from representation.
5. In the event any legal action is taken to enforce this Agreement, Client consents to jurisdiction of the courts of the State of Texas and Attorney and Client agree that venue shall lie in Williamson County, Texas. This Agreement shall be construed under the laws of the State of Texas without regards to conflict of laws provisions.
6. Client and Attorney agree that this Agreement can only be amended by a written document signed by both Client and Attorney.

City of Wolfforth

Guevara Law, P.C.

\_\_\_\_\_  
Charles Addington, II, Mayor

  
\_\_\_\_\_  
Michael A. Guevara, Attorney



# AGENDA ITEM COMMENTARY

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**MEETING NAME:** City Council Meeting  
**MEETING DATE:** 9/16/24  
**ITEM TITLE:** Consider and take appropriate action on update status on Safe Haven Baby Box update.  
**STAFF INITIATOR:** Lance Barrett

---

**BACKGROUND:**

Wolfforth City Council approved Wolfforth Fire EMS to partner with Safe Haven Baby Box to install a Baby Box at the Wolfforth Fire Station. Randy Criswell asked me for an update on the progress of this project.

9/4/24

The Baby Box has completed the testing phase. We must receive a dispatch log from UMC and Lubbock SO communications centers to submit to Safe Haven Baby Boxes for approval. Once that occurs, there will be a Baby Box Blessing scheduled. The Baby Box will be fully in service and functional after it is blessed.

**EXHIBITS:**

Agenda item commentary: Baby Box Update

**COUNCIL ACTION/STAFF RECOMMENDATION:**

No action needed.



# AGENDA ITEM COMMENTARY

---

<b>MEETING NAME:</b>	City Council Meeting
<b>MEETING DATE:</b>	9/16/24
<b>ITEM TITLE:</b>	Consider and take appropriate action on Fire EMS department implementation update
<b>STAFF INITIATOR:</b>	Lance Barrett

---

**BACKGROUND:**

Provide the council with update on progress of Fire EMS department implementation.

Mobile home specs will be published on September 12 and 19<sup>th</sup> for a bid opening on September 30<sup>th</sup>. Council approval will be on October 7<sup>th</sup>.

I am waiting on an estimate for the pad for mobile home.

Water and electric service are currently being worked on and are in the design process.

In reference to the zoning change: According to Mike Guevera, this would fall under the category of "Safety Service". (see definition below)

Safety Services.

(1) Characteristics. Safety Services are uses that provide public safety and emergency response services. They often need to be located in or near the area where the service is provided. Employees are regularly present on-site.

(2) Accessory uses. Accessory uses include offices and parking.

(3) Examples. Examples include fire stations, police stations and emergency medical and ambulance stations.

Since the building would be used for a "fire station" (considering a regular one would have sleeping quarters), then you would deem it part of the safety services. Safety services are permitted in a C2 zone, which is what the property is currently zoned as behind the fire department admin building.

**EXHIBITS:**

Agenda Item Commentary: Fire EMS Department Implementation Update 9/16/24

**COUNCIL ACTION/STAFF RECOMMENDATION:**

No action needed.





# AGENDA ITEM COMMENTARY

---

**MEETING NAME:** City Council  
**MEETING DATE:** September 16, 2024  
**ITEM TITLE:** Consider and take appropriate action on GLO Contract No. 23-160-051-E805, CDBG Mitigation Program Resilient Communities  
**STAFF INITIATOR:** Randy Criswell, City Manager

---

**BACKGROUND:**

As Tara recently informed you, we received notice of a successful application for a grant in the above referenced program. The total grant is for \$240,000, to be used for planning purposes, primarily the development of a Comprehensive Plan update. WolfForth has changed and continues to change in ways that make our 2009 Comprehensive Plan a little outdated, so this is a wonderful opportunity. Once the contract is executed, we will have until November 30, 2027 to complete the projects.

Staff recommends acceptance of the contract, and authorize the City Manager to execute.

**EXHIBITS:**

Contract

**COUNCIL ACTION/STAFF RECOMMENDATION:**

Staff recommends approval of the contract with authorization to the City Manager to execute.

**RESOLUTION NO. 2024-037**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING CONTRACT NO 23-160-051-E805 WITH THE STATE OF TEXAS GENERAL LAND OFFICE FOR A COMMUNITY DEVELOPMENT BLOCK GRANT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council desires to authorize the City Manager to execute GLO Contract No 23-160-01-E805 under the U.S. Department of Housing and Urban Development Community Development Block Grant Mitigation Program

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

**SECTION 1.** The City Council hereby approves GLO Contract No 23-160-051-E805 attached to this Resolution as **Exhibit A** and authorizes the City Manager to execute.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Wolfforth, Texas on this the 16<sup>th</sup> day of September, 2024.

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Charles Addington, II, Mayor  
City of Wolfforth, Texas

ATTEST:

---

Terri Robinette, City Secretary



**GLO CONTRACT NO. 23-160-051-E805**  
**COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM**  
**RESILIENT COMMUNITIES PROGRAM**  
**NON-RESEARCH & DEVELOPMENT**  
**MITIGATION FUNDING**

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF WOLFFORTH**, Texas Identification Number (TIN) **17560043527** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

**ARTICLE I - GENERAL PROVISIONS**

**1.01 SCOPE OF PROJECT AND SUBAWARD**

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Planning Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

**(b) Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$240,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

**1.02 CONTRACT DOCUMENTS**

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** GLO Information Security Appendix
- ATTACHMENT F:** Contract Reporting Template

**1.03 GUIDANCE DOCUMENTS**

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) Other guidance posted at <https://recovery.texas.gov/action-plans/mitigation/index.html>;
- (e) Other guidance posted at <https://recovery.texas.gov/mitigation/programs/resilient-communities-program/index.html>; and
- (f) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

## 1.04 DEFINITIONS

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“Action Plan” means the *State of Texas CDBG Mitigation (CDBG-MIT) Action Plan*, as amended, found at <https://recovery.texas.gov/action-plans/mitigation/index.html>.

“Activity” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Advance Payment” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

“Amendment” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“Application” or “Grant Application” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“Audit Certification Form” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“Benchmark” means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

“Budget” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“CDBG-MIT” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“C.F.R.” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“[Comprehensive Plan](#)” means a document that formalizes community goals and aspirations into actionable policies that govern the growth of a community, specifically what types of buildings can be built and where.

“[Contract](#)” means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“[Contract Documents](#)” means the documents listed in **Section 1.02**.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Deliverable](#)” means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

“[Equipment](#)” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$5,000, as further defined at 2 C.F.R. § 200.313.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Register](#)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT funding allocations.

“[Flood Damage Protection Ordinance](#)” means the regulatory framework through which a community controls and manages flood risks within its jurisdiction.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and

procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

“[Grant Completion Report](#)” or “[GCR](#)” means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

“[Grant Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[Hazard Mitigation Plan](#)” means a comprehensive document, developed by a community and approved by FEMA, that contains detailed information about the types of natural hazards a community faces and the actions a community can take to reduce their vulnerability to these natural hazards before they strike.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[In-House Work Plan](#)” means a plan developed for each selected Project Activity that includes, at a minimum, the Activity objective, a timeline with significant milestones such as community meetings, draft plans, written approval of the Activity, and a list of the department and staff responsible for the Activity tasks. In-House Work Plans will be outlined by the Grant Manager in the grant kick off meeting with Subrecipient and plan requirements written into the RCP standard operating procedures and the RCP Application Guide when those documents are created and updated.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Land-Use Plan](#)” means a document that formalizes the regulatory framework through which a community controls and manages land usage within its jurisdiction.

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-MIT program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Resilient Communities Program](#)” or “[RCP](#)” means the program administered by the GLO through which funds are awarded to Subrecipients to assist them in developing, updating, adopting, and implementing modern and resilient codes, plans, and ordinances to ensure that structures built within Subrecipient’s community can withstand future hazards.

“[Resilient Communities Program Application Guide](#)” or “[RCP Application Guide](#)” means the GLO’s guidance document that outlines the program requirements of the GLO’s RCP.

“[Revision](#)” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Start-Up Documentation](#)” means the documents identified in the RCP Application Guide or by the Grant Manager that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

“[Subrecipient](#)” means City of Wolfforth, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[U.S.C.](#)” means the United States Code.

“[Zoning Ordinance](#)” means a regulatory framework through which a community may control and manage how property in specific geographic zones can be used.

## **1.05 INTERPRETIVE PROVISIONS**

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.



- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment B**; **Attachment C**; **Attachment E**; **Attachment F**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

## ARTICLE II – REIMBURSEMENT, EXPENDITURES, AND PROGRAM INCOME

### 2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO’s Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

## 2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

**THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.**

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

## 2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

### **ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT**

## 3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **November 30, 2027**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period for up to two (2) additional one-year terms. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

### **3.02 EARLY TERMINATION**

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

### **3.03 EVENTS OF DEFAULT**

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

### **3.04 REMEDIES; NO WAIVER**

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

### **3.05 REVERSION OF ASSETS**

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24

C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

#### **ARTICLE IV - CONTRACT ADMINISTRATION**

##### **4.01 SUBMISSIONS – GENERALLY**

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

**If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient’s correction of the deficiency.**

(a) **Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient’s fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient must execute Standard Form 424B, Federal Assurances for Non-Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

#### 4.02 REPORTING REQUIREMENTS

Subrecipient shall submit any requested reports to the GLO through the TIGR system as prescribed in **Attachment A** or as specified by the GLO Grant Manager.

#### 4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment F** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

### **ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT**

#### 5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**
- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID). Subrecipient must report its UEID to the GLO for use in various reporting documents.** A UEID may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

## 5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

## 5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that is not eligible under CDBG-MIT regulations.**

## 5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

## **ARTICLE VI - INTELLECTUAL PROPERTY**

### 6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.

- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

#### **6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES**

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

#### **6.03 DISCLAIMER REQUIRED**

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

### **ARTICLE VII - RECORDS, AUDIT, AND RETENTION**

#### **7.01 BOOKS AND RECORDS**

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D**.

#### **7.02 INSPECTION AND AUDIT**

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product,

and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

### 7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

## **ARTICLE VIII - MISCELLANEOUS PROVISIONS**

### 8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO.**



## 8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

## 8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**

## 8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

## 8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

## 8.06 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

## 8.07 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

## 8.08 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT or (b) retained by Subrecipient after compensating the GLO an amount equal to the current

fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

#### **8.09 COMMUNICATION WITH THIRD PARTIES**

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

#### **8.10 RELATIONSHIP OF THE PARTIES**

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

#### **8.11 COMPLIANCE WITH OTHER LAWS**

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, and D**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

#### **8.12 NOTICES**

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

**GLO**

Texas General Land Office  
1700 N. Congress Avenue, 7<sup>th</sup> Floor  
Austin, TX 78701  
Attention: Contract Management Division

**Subrecipient**

City of Wolfforth  
P.O. Box 36  
Wolfforth, Texas 79382  
Attention: Randy Criswel

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

**8.13 GOVERNING LAW AND VENUE**

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

**8.14 SEVERABILITY**

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**8.15 DISPUTE RESOLUTION**

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

## 8.16 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

## 8.17 PUBLIC RECORDS

The GLO shall post this Contract to the GLO’s website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the “PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as “confidential” or a “trade secret,” Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Subrecipient shall forward the third party’s contact information to the above-designated e-mail address.

## 8.18 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall issue a closeout letter pursuant to **Section 8.24**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO’s Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter

unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

#### **8.19 ENTIRE CONTRACT AND MODIFICATIONS**

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

#### **8.20 PROPER AUTHORITY**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

#### **8.21 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

#### **8.22 SURVIVAL**

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 2.02, 2.03, 3.02, 3.04, 3.05, 8.03, 8.04, 8.10, 8.11, 8.12, 8.13, 8.14, 8.16, 8.17, 8.18, 8.19, 8.23, 8.24, and 8.29** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

#### **8.23 CONTRACT CLOSEOUT**

Upon completion of all Activities required for the Contract and submittal of the final reimbursement request, the GLO will close the contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

**SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO PRIOR TO CONTRACT EXPIRATION OR WITHIN THIRTY (30) DAYS OF CONTRACT TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. FAILURE TO SUBMIT THE FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO IN ACCORDANCE WITH THIS SECTION MAY RESULT IN FORFEITURE AND**

**DE-OBLIGATION OF ALL REMAINING UNREQUESTED FUNDS, AT THE GLO'S SOLE DISCRETION.**

The GLO will provide Subrecipient an official grant closeout letter upon satisfaction of all Project requirements.

**8.24 INDIRECT COST RATES**

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

**8.25 CONFLICT OF INTEREST**

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- (c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

**8.26 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more

than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

## 8.27 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient.
- (b) Complaint Procedures: Subrecipient must prepare as part of its Start Up Documentation and maintain written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Subrecipient shall timely respond to all submitted, written citizen complaints, in accordance with its published complaint procedures. Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any complaints, responses to complaints, and technical assistance requested and/or provided.

## 8.28 PREFERENCE AND PROCUREMENT OF MATERIALS

To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:

- (a) competitively within a timeframe allowing compliance with the Contract's performance schedule;
- (b) in a way that meets the Contract's performance requirements; or
- (c) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## 8.29 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment E**.

## 8.30 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section



2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

**8.31 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS**

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

**8.32 LIMITATIONS ON GRANT EXPENDITURE**

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

**8.33 LOBBYING EXPENDITURE RESTRICTION**

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

**8.34 OPEN MEETINGS**

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

**8.35 POLITICAL POLLING PROHIBITION**

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

**8.36 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT**

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of

violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to the System for Award Management through <https://www.sam.gov/>.

### 8.37 STATEMENTS OR ENTRIES

**WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.**

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

**Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.**

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR GLO CONTRACT NO. 23-160-051-E805  
RESILIENT COMMUNITIES PROGRAM SUBRECIPIENT AGREEMENT**

**GENERAL LAND OFFICE**

**CITY OF WOLFFORTH**

DocuSigned by:  
*Jennifer G Jones*

E70CDF09B56540E...  
Jennifer G. Jones

Chief Clerk and Deputy Land Commissioner

Date of execution: 8/30/2024

By: Randy Criswell

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_

OGC <sup>DS</sup>  
NL

PM <sup>DS</sup>  
JA

SDD <sup>DS</sup>  
HL

DGC <sup>DS</sup>  
MB

GC <sup>DS</sup>  
JG

**ATTACHED TO THIS CONTRACT:**

**ATTACHMENT A** Performance Statement, Budget, and Benchmarks

**ATTACHMENT B** Federal Assurances and Certifications

**ATTACHMENT C** General Affirmations

**ATTACHMENT D** Nonexclusive List of Applicable Laws, Rules, and Regulations

**ATTACHMENT E** GLO Information Security Appendix

**ATTACHMENT F** Contract Reporting Template

**ATTACHMENTS FOLLOW**

**CITY OF WOLFFORTH  
23-160-051-E805**

**PERFORMANCE STATEMENT**

The Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123, approved February 9, 2018), made available \$12 billion in Community Development Block Grant – Mitigation (“CDBG-MIT”) for mitigation Activities for areas impacted by disasters occurring in 2015, 2016, and 2017. CDBG-MIT funds provide an opportunity for communities to carry out strategic and high-impact Activities to mitigate disaster risks and reduce the potential for future losses in areas impacted by recent disasters.

The Resilient Communities Program (“RCP”) funds CDBG-MIT Activities that work to increase a community’s resilience to disasters and reduce or eliminate the impact of future disasters. RCP provides aid to the most impacted and distressed (MID) areas covered in the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan as designated by the State of Texas.

Subrecipient shall perform, or cause to be performed, the Activities identified herein for the target area specified in its approved RCP Grant Application: Develop and Adopt Building Code; as applicable; Develop and Adopt Flood Damage Prevention Ordinance; Develop and Adopt Comprehensive Plan.

Subrecipient shall carry out the following Planning Activities in strict accordance with the terms of Subrecipient’s GLO-approved Project guidelines, the terms of this Contract and all Attachments, and the requirements of the GLO Implementation Manual and the RCP Application Guide, as each may be amended over time. Each of these documents is incorporated by reference into this Contract.

The grant total is \$240,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO’s Community Development and Revitalization division (GLO-CDR).

**PROJECT DESCRIPTION**

Subrecipient shall conduct the following Planning Activities according to the requirements set forth below and in the RCP Application Guide. Subrecipient’s Planning Activities performed under this Contract will result in the development and formal adoption by Subrecipient of plans, codes, and/or ordinances.

**Building Codes**

Subrecipient shall develop, adopt, and implement building codes that foster a greater degree of resiliency by meeting or exceeding the International Residential Code (“IRC”) 2012. Each developed and adopted Building Code must meet or exceed the requirements set forth in the 2012 International Residential Code (IRC 2012).

Adoption of any developed Building Code must be completed by Subrecipient within 30 months of Contract execution. If Subrecipient fails to formally adopt a Building Code within the prescribed period, all funds drawn by Subrecipient relating to efforts supporting the development and adoption of the Building Codes will be subject to recapture by the GLO. At a minimum, supporting Building Code documentation submitted to the GLO must include a resolution from the applicable governing body for Subrecipient documenting the adoption of each Building Code.

### Flood Damage Prevention Ordinance

Subrecipient shall develop, adopt, and implement flood damage prevention ordinances or equivalent enforcement mechanisms that foster a greater degree of community resilience to flood damage caused by future disasters. Flood damage prevention ordinances provide the regulatory framework through which a community controls and manages flood risks within its jurisdiction, including the regulation of construction within floodways and floodplains, institution of mandatory construction standards relating to applicable base flood elevation, and regulation of changes to the flows of waterways caused by construction projects.

Each Flood Damage Prevention Ordinance developed and adopted under this Contract must mandate construction at least two (2) feet above base flood elevation (BFE), as determined by the Federal Emergency Management Agency.

Adoption of any developed Flood Damage Prevention Ordinance must be completed within 30 months of Contract execution. If Subrecipient fails to formally adopt a Flood Damage Prevention Ordinance within the prescribed period, all funds drawn by Subrecipient relating to efforts supporting the development and adoption of the Flood Damage Prevention Ordinance will be subject to recapture by the GLO. At a minimum, supporting Flood Damage Prevention Ordinance documentation submitted to the GLO must include a resolution from the applicable governing body documenting the adoption of the Flood Damage Prevention Ordinance.

### Comprehensive Plan

Subrecipient shall develop and adopt a Comprehensive Plan that must include, at a minimum, the following elements for all base studies.

- Identification of local hazard risk(s), aligning with Subrecipient's local hazard mitigation plan, if one exists.
- Population study providing an estimate of the current population and projection for population increase over the next 20 years.
- Housing study describing the composition of the existing housing stock (including total number of units, number of single family and multifamily units, and vacancy rates) and a projection for the number of future housing units needed ten (10) years from the date of the plan, including the composition of said units (e.g., single family, multifamily).
- Land Use Plan or study that formalizes long-term community goals into governing policies describing the land use of every parcel within the jurisdiction and including a future land use map that accounts for future population changes. The Land Use Plan shall describe the location and types of structures that may be built within a given jurisdictional area and may serve as guidance document for the development of local codes and zoning ordinances or equivalent enforcement mechanisms. The Land Use Plan shall contain, at a minimum, the following:
  - 1) An integration of relevant portions of an applicable local hazard mitigation plan, if one exists;
  - 2) Identification of local hazard risks;
  - 3) Explanation of how the plan mitigates the identified local hazard risks; and
  - 4) Zoning ordinances or equivalent enforcing regulations or code provisions that codify the plan upon adoption by the applicable governmental entity.
- Infrastructure study that describes the water, wastewater, drainage, and streets systems, including length, width, materials, and condition or age (if available), as well as a capital improvement plan with proposed prioritized improvements to those systems.

- Additional studies (e.g., environmental, economic, etc.) may also be included.
- Zoning Ordinance(s), or similar governing regulation(s) or code provision(s), to support the adoption of the Comprehensive Plan. Each Zoning Ordinance or equivalent enforcing regulation or code provision, as applicable, will establish the set of regulations that define how the real property identified therein may be used and the type(s) of construction that may occur on said real property.

Adoption of the Comprehensive Plan and associated Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s) must be completed within 30 months of Contract execution. If Subrecipient fails to formally adopt the Comprehensive Plan and associated Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s), as applicable, within the prescribed period, all funds drawn by Subrecipient relating to efforts supporting the development and adoption of the Comprehensive Plan will be subject to recapture by the GLO. At a minimum, supporting Comprehensive Plan documentation submitted to the GLO must include resolutions from the applicable governing body documenting the adoption of the Comprehensive Plan and associated Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s).

### MILESTONES

Subrecipients may draw funds in accordance with the table(s) below subject to completion of the described milestones, as determined by the GLO. Subrecipient may draw up to, but not exceed, the identified percentage of the associated Activity line-item amount in the Project Budget until stated Deliverable(s) and reimbursement requests are submitted to and approved by the GLO.

#### Building Codes

Milestones	Not-to-Exceed Percentage of Activity Line-Item Amount in Budget
GLO approval of: <ul style="list-style-type: none"> <li>• Start Up Documentation</li> <li>• Procurement documentation / In-House Work Plan</li> </ul>	0-5%
GLO approval of: <ul style="list-style-type: none"> <li>• Building Code Preliminary Details</li> <li>• Draft Amendments (if amending)</li> <li>• Docs from Public Hearing (if amending)</li> </ul>	5.01-35%
GLO approval of: <ul style="list-style-type: none"> <li>• Adopted Building Code</li> <li>• Evidence of adoption by jurisdiction</li> </ul>	35.01-95%
GLO approval of: <ul style="list-style-type: none"> <li>• Grant closeout documents (including Grant Completion Report)</li> </ul>	95.01 – 100%

**Flood Damage Prevention Ordinance**

Milestones	Not-to-Exceed Percentage of Activity Line-Item Amount in Budget
GLO approval of: <ul style="list-style-type: none"> <li>• Start Up Documentation</li> <li>• Procurement documentation / In-House Work Plan</li> </ul>	0-5%
GLO approval of: <ul style="list-style-type: none"> <li>• Draft Flood Damage Prevention Ordinance meeting min. criteria set forth in 44 CFR 60.3</li> </ul>	5.01-35%
GLO approval of: <ul style="list-style-type: none"> <li>• Adopted Flood Damage Prevention Ordinance</li> <li>• Evidence of adoption by jurisdiction (city/county resolution)</li> </ul>	35.01-95%
GLO approval of: <ul style="list-style-type: none"> <li>• Grant closeout documents (including Grant Completion Report)</li> </ul>	95.01 – 100%

**Comprehensive Plan**

Milestones	Not-to-Exceed Percentage of Activity Line-Item Amount in Budget
GLO approval of: <ul style="list-style-type: none"> <li>• Start Up Documentation</li> <li>• Procurement documentation / In-House Work Plan</li> </ul>	0-5%
GLO approval of: <ul style="list-style-type: none"> <li>• Assessment of current Comprehensive Plans</li> <li>• Base studies</li> <li>• Docs - 1st round of public meetings</li> <li>• Draft Goals/Objectives/Policies</li> </ul>	5.01-35%
GLO approval of: <ul style="list-style-type: none"> <li>• Docs - 2nd round of public meetings</li> <li>• Preliminary Draft Comprehensive Plan</li> </ul>	35.01-65%
GLO approval of: <ul style="list-style-type: none"> <li>• Docs - 3rd round of public meetings</li> <li>• Adopted Comprehensive Plan, includes adoption of Land Use Plan</li> <li>• Adopted Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s)</li> <li>• Evidence of adoption by jurisdiction</li> </ul>	65.01 – 95%
GLO approval of: <ul style="list-style-type: none"> <li>• Grant closeout documents (including Grant Completion Report)</li> </ul>	95.01-100%

**BUDGET**

HUD ACTIVITY TYPE	GRANT AMOUNT	OTHER FUNDS	TOTAL
Planning - Building Code	\$20,000.00	\$0.00	\$20,000.00
Planning - Flood Damage Prevention Ordinance	\$20,000.00	\$0.00	\$20,000.00
Comprehensive Plan	\$200,000.00	\$0.00	\$200,000.00
<b>TOTAL</b>	<b>\$240,000.00</b>	<b>\$0.00</b>	<b>\$240,000.00</b>

**ASSURANCES – NON-CONSTRUCTION PROGRAMS**OMB Approval No. 4040-0007  
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION City of Wolfforth	DATE SUBMITTED

SF-424B (Rev. 7-97) Back

**CERTIFICATION REGARDING LOBBYING  
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87\***

*Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Statement for Loan Guarantees and Loan Insurance:*

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

City of Wolfforth

23-160-051-E805

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Randy Criswel

SIGNATURE

DATE

\* 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure) OMB Number: 4040-0013  
 Expiration Date: 02/28/2025

<p><b>1. *Type of Federal Action:</b>                  _____ a. contract                  _____ b. grant                  _____ c. cooperative agreement                  _____ d. loan                  _____ e. loan guarantee                  _____ f. loan insurance</p>	<p><b>2. *Status of Federal Action:</b>                  _____ a. bid/offer/application                  _____ b. initial award                  _____ c. post-award</p>	<p><b>3. *Report Type:</b>                  _____ a. initial filing                  _____ b. material change</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  _____ Prime _____ Subawardee                  *Name: _____                  *Street 1: _____ Street 2: _____                  *City: _____ State: _____                  Zip: _____</p>		
<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p>		
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b>                   CFDA Number, <i>if applicable</i>: _____</p>	
<p><b>8. Federal Action Number, <i>if known</i>:</b></p>	<p><b>9. Award Amount, <i>if known</i>:</b>                  \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>                  Prefix _____ *First Name _____ Middle Name _____                  *Last Name _____ Suffix _____                  *Street 1: _____ Street 2: _____                  *City: _____ State: _____ Zip: _____</p>		
<p><b>b. Individuals Performing Services (including address if different from No. 10a)</b>                  Prefix _____ *First Name _____ Middle Name _____                  *Last Name _____ Suffix _____                  *Street 1: _____ Street 2: _____                  *City: _____ State: _____ Zip: _____</p>		
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p> <p>*Signature: _____</p> <p>*Name: Prefix _____ *First Name _____ Middle Name _____                  *Last Name _____ Suffix _____</p> <p>Title: _____ Telephone No.: _____ Date: _____</p>		
<p><b>Federal Use Only:</b></p>	<p>Authorized for Local Reproduction                  Standard Form - LLL (Rev. 7-97)</p>	

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Federal Agency Form Instructions Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	02/28/2025

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina’s 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.

Item # 23.

	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina’s 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

**GENERAL AFFIRMATIONS**

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.\*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.\*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.\*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

\* This section does not apply to a contract with a “governmental entity” as defined in Texas Government Code Chapter 2251.

maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.\*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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- of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
  - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
  - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
  - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
  - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.\*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.\*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.\*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.\*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

\* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.\*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.\*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.\*
41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.\*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.\*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.\*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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### NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

**Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:**

#### GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

#### CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

### **LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

### **EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

### **GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

### **LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

### **HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2);

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);



Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

#### **ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Sections 2 and 5 of the Order.

#### **COASTAL ZONE MANAGEMENT**

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

#### **SOLE SOURCE AQUIFERS**

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e) (42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

#### **ENDANGERED SPECIES**

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

#### **WILD AND SCENIC RIVERS**

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

#### **AIR QUALITY**

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

#### **FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b)

and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

**HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

**ENVIRONMENTAL JUSTICE**

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

**SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

**ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

**FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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## **GLO Information Security Appendix**

### **1. Definitions**

“[Breach of Security](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

“[GLO Data](#)” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

### **2. Security and Privacy Compliance**

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8. Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9. Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

### **3. Data Ownership**

- 3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

#### 4. Data Mining

- 4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

#### 5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at [informationsecurity@glo.texas.gov](mailto:informationsecurity@glo.texas.gov).
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

#### 6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

- 6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

### CONTRACT REPORTING TEMPLATE

Subrecipients are to use this template to summarize all procured contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

**Data Fields:**

Subrecipient	Enter Subrecipient name.
Contract Number	Enter Contract number.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. UEID Number	Enter Uniform Entity Identifier (UEID) number of the Contractor. <u>Note:</u> Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-MIT Funds	Enter amount of CDBG-MIT funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.





**Certificate Of Completion**

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Subject: \$240K Contract: 23-160-051-E805 - City of Wolfforth (Texas GLO)  
Source Envelope:  
Document Pages: 73  
Certificate Pages: 5  
AutoNav: Enabled  
Enveloped Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent  
  
Envelope Originator:  
Veronica Rodriguez  
1700 Congress Ave  
Austin, TX 78701  
Veronica.Rodriguez@glo.texas.gov  
IP Address: 99.135.182.53

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Veronica.Rodriguez@glo.texas.gov  
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Nathan Leake  
Nathan.leake@glo.texas.gov  
Staff Attorney  
Texas General Land Office  
Security Level: Email, Account Authentication (None)

**Signature**



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Jet Hays  
jet.hays.glo@recovery.texas.gov  
Deputy Director, Integration  
Texas General Land Office  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
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Heather Lagrone  
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Sr Dep director  
Texas General Land Office  
Security Level: Email, Account Authentication (None)



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Marc Barenblat  
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Deputy General Counsel  
Texas General Land Office  
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
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Texas General Land Office  
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Jennifer G Jones  
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Chief Clerk  
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Texas General Land Office  
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Veronica Rodriguez  
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Stefanie Jackson  
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(None)

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Texas General Land Office  
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Accounting Team  
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Garrett Purcell  
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Jeana Bores

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(None)

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Jacob Geray

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(None)

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**Envelope Summary Events**

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Envelope Updated

Security Checked

8/29/2024 1:53:33 PM

Envelope Updated

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8/29/2024 1:53:33 PM

Certified Delivered

Security Checked

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**Payment Events**

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