



City of Wichita Falls City Council Agenda

Stephen Santellana, Mayor
Bobby Whiteley, At Large
Michael Smith, District 1
DeAndra Chenault, Mayor Pro Tem
Jeff Browning, District 3
Tim Brewer, District 4
Steve Jackson, District 5



Darron Leiker, City Manager
Kinley Hegglund, City Attorney
Marie Balthrop, City Clerk

Notice Of Regular Meeting Of The Mayor And City Council Of The City Of Wichita Falls, Texas, To Be Held In The City Council Chambers, Memorial Auditorium, 1300 Seventh Street, Tuesday, October 5, 2021, Beginning At 8:30 A.M.

This meeting can be accessed and viewed at the following locations:

1. The video may be livestreamed on the City's YouTube page (<https://www.youtube.com/cityofwf>)
2. A livestream will be shown on the Spectrum/Time Warner Cable Channel 1300
3. A livestream will be shown on the City's Facebook page (City of Wichita Falls, Texas Government) (<https://www.facebook.com/CityofWF>)
4. A video of the meeting will be posted on the City's YouTube page (<https://www.youtube.com/cityofwf>)

Item #

1. Call to Order
2. (a) Invocation: Pastor Reggie Coe
Grace Church
- (b) Pledge of Allegiance
3. Employee of the Month – Angela Fortin, Library

CONSENT AGENDA

4. Approval of minutes of the September 21, 2021 Regular Meeting of the Mayor and City Council.
5. Resolutions
 - (a) Resolution authorizing the City Manager to execute the Joint Funding Agreement for Water Resources Investigations with the U.S. Geological Survey for \$84,098.00

- (b) Resolution authorizing the City Manager to execute Professional Services Agreement to Biggs and Mathews Environmental, Inc. for engineering services for the City of Wichita Falls Landfill in the amount of \$78,000.00

REGULAR AGENDA

- 6. Ordinances
Ordinance reappointing Dan Tompkins as a Substitute Judge of the Municipal Court for a term of two years
- 7. Resolutions
 - (a) Resolution authorizing the City Manager to approve Change Order No. 1 for the Hike & Bike Trail from Loop 11 to Lucy Park for a reduction of \$130,393.49
 - (b) Resolution authorizing the City Manager to execute Professional Services Agreement to Biggs and Mathews Environmental, Inc. for engineering services for the City of Wichita Falls Landfill Entrance Facility Improvements in the amount of \$83,250.00
 - (c) Resolution authorizing the City Manager to execute Professional Services Agreement for consulting services to optimize curbside solid waste collection routes and implement on-board Routeware for 18 Automated Side load collection equipment through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Routeware, Inc. in the amount of \$150,832.00
 - (d) Resolution to accept the written offer as presented for 1 Trustee parcel and authorizing execution of the Quitclaim Deed to convey title to Isaiah Hall for 1307 33rd St.
- 8. Announcements concerning items of community interest from members of the City Council. No action will be taken or discussed.
- 9. Comments from the public to members of the city council concerning items that are not on the city council agenda. People wishing to address the council should sign up prior to the start of the meeting. A three-minute time frame will be adhered to for those addressing their concerns. Since comments from citizens are not posted agenda items, the City Council is prohibited from deliberating or taking any action, other than a proposal to place the item on a future agenda. Staff may provide factual statements in response to inquiries or recite existing policy.
- 10. Appointments to Boards and Commissions
 - Library Advisory Board
 - Lake Wichita Revitalization Committee

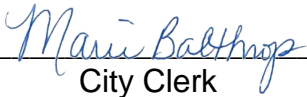
11. Adjourn

Spanish language interpreters, deaf interpreters, Braille copies or any other special needs will be provided to any person requesting a special service with at least 24 hours' notice. Please call the City Clerk's Office at 761-7409.

Every item on this agenda shall be considered a public hearing. Regardless of the agenda heading under which any item is listed, any word or phrase of any item listed on this agenda shall be considered a subject for consideration for purposes of the Texas Open Meetings Act and other relevant law, and City Council may deliberate and vote upon any such subject and resolutions related thereto. Resolutions, ordinances, and other actions concerning any word, phrase, or other subject may be voted upon, regardless of any language of limitation found in this agenda or any document referring to such action. Any penal ordinance, development regulation or charter provision of the City of Wichita Falls or item which is funded by the current or next proposed City of Wichita Falls budget, including, without limitation, any street, water pipe, sewer, drainage structure, department, employee, contract or real property interest of the City of Wichita Falls, may be discussed and deliberated, and the subject is hereby defined as such without further notice. Any item on this agenda may be discussed in executive session if authorized by Texas law regardless of whether any item is listed under "Executive Sessions" of this agenda, regardless of any past or current practice of the City Council. Executive sessions described generally hereunder may include consideration of any item otherwise listed on the agenda plus any subject specified in the executive session notice. Executive sessions described generally hereunder are closed meetings, may include consideration of any item otherwise listed on the agenda plus any subject specified in the executive session notice, and may include items under Texas Government Code Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.084, and/or 551.087.

CERTIFICATION

I certify that the above notice of meeting was posted on the bulletin board at Memorial Auditorium, Wichita Falls, Texas on the 29th day of September, 2021 at 4:00 o'clock p.m.



City Clerk

CITY COUNCIL AGENDA

October 5, 2021

ITEM/SUBJECT: Employee of the month.

INITIATING DEPT: Library

COMMENTARY: Presentation of the Employee of the Month Award (plaque, letter of appreciation, dinner for two and check for \$100) to Angela Fortin.

☒ **Director of Human Resources**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

EMPLOYEE OF THE MONTH
FOR
October 2021

NAME: Angela Fortin

DEPARTMENT: Library

HIRED: 6/18/2018

PRESENT POSITION: Library Assistant

NARRATIVE: I am happy to nominate Angela Fortin for Employee of the Month. Angela is an exemplary employee and has had a big impact on the day-to-day operations of the library which go beyond that of her daily duties.

Angela is an advocate for both the library and our patrons and has worked hard to improve customer service. During her time at the library she has streamlined the library card application process and taken on technical processing duties in order to get damaged books and materials back on the shelves in a timely manner. In addition, she has been willing to come in on her days off to help with programs such as After Hours Artwalk, Touch a Truck, Holiday Open House, and more. She has also volunteered to assist with covering shifts when needed due to staff illnesses or vacations. Whether working with customers or her colleagues, Angela looks to find the best outcome for all involved and truly exemplifies the core values of the City of Wichita Falls.

Angela has assisted library administration in promoting the library via social media by learning DRUPAL so that she could assist with redesign and maintenance of our website. Angela also promotes and assists with programs, always talking up special events planned by our librarians. She also has taken on the task of learning how to operate a 3D printer which was gifted to the library. She sets a great example by not shying away from tough challenges. We rely on her to fill in at the reference desk when librarians are unavailable, where she will direct people to the staff member they need, either for circulation assistance or reference help.

There are so many other things that Angela does on a daily basis to qualify her for this award. A few of the traits I most appreciate are her timeliness, work ethic, positive attitude,

and willingness to take on additional responsibilities with good cheer. She also possesses intangibles that make up the fabric of a true teammate in any organization: caring, respect, commitment, dedication, humor, honesty, integrity, empathy, transparency, and resiliency.

FAMILY: She and her mother, Diana, like most mischief makers, are often up to no good. (This is a Harry Potter reference, in case you're wondering. You can't really work in a library and not like Harry Potter!)

HOBBIES: Angela's hobbies are crocheting, reading, spending time with her much beloved dogs, traveling, and building computers.

CLOSING: It is without hesitation and with much pride that I support Angela Fortin's nomination for Employee of the Month.



City of Wichita Falls
City Council Meeting
Minutes
September 21, 2021



Item 1 - Call to Order

The City Council of the City of Wichita Falls, Texas met in regular session on the above date in the Council Chambers of the Memorial Auditorium Building at 8:30 o'clock a.m., with the following members present.

Stephen L. Santellana	-	Mayor
DeAndra Chenault	-	Mayor Pro Tem
Tim Brewer	-	Councilors
Jeff Browning	-	
Steve Jackson	-	
Michael Smith	-	
Bobby Whiteley	-	
Darron Leiker	-	City Manager
Kinley Heggland	-	City Attorney
Marie Balthrop	-	City Clerk

Mayor Santellana called the meeting to order at 8:30 a.m.

Item 2a – Invocation

Don Stribling, Pastor, New Hope Presbyterian, gave the invocation.

Item 2b – Pledge of Allegiance

Mayor Santellana led the Pledge of Allegiance.

Item 3a – Proclamation – National Forensic Science Week, Wichita Falls Police Department Crime Scene Unit

8:34 a.m.

Mayor Santellana read a proclamation proclaiming the week of September 19-25, 2021, as National Forensic Science Week in Wichita Falls and urged residents to express their appreciation for the people, facilities, and technologies that make reliable forensic science possible in our community.

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Item 3b – Proclamation – Constitution Week, Daughters of the American Revolution

Representatives from the Daughters of the American Revolution were not present.

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Item 4-6 – Consent Items

8:39 a.m.

Darron Leiker, City Manager, gave a briefing on the items listed under the Consent Agenda.

Moved by Councilor Browning to approve the items on the consent agenda.

Motion seconded by Councilor Chenault and carried by the following vote:

Ayes: Mayor Santellana, Councilors Brewer, Browning, Chenault, Jackson, Smith, and Whiteley.

Nays: None

Item 4a – Approval of minutes of the September 7, 2021 Regular Meeting of the Mayor and City Council

Item 4b – Approval of minutes of the September 14, 2021 Special Meeting of the Mayor and City Council

Item 5 – Resolution 105-2021

Resolution authorizing the City Manager to execute all documents necessary to purchase 130 computer workstations from Unique Digital Technology, LLC in the amount of \$98,870.20.

Item 6 – Receive Minutes

- (a) Wichita Falls 4B Sales Tax Corporation, June 3, 2021
- (b) Wichita Falls-Wichita County Public Health Board, July 9, 2021
- (c) Lake Wichita Revitalization Committee, July 13, 2021
- (d) Wichita Falls 4B Sales Tax Corporation, July 19, 2021
- (e) Planning & Zoning Commission, August 11, 2021

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Item 7 – Public Hearing on the Fiscal Year 2021-22 Proposed Tax Rate

8:42 a.m.

Mayor Santellana opened the public hearing at 8:42 a.m.

Jessica Williams, CFO/Director of Finance, discussed the current property tax rate of \$0.763323, the no-new revenue tax rate of \$0.718807, and the voter approval rate of \$0.760928. The proposed budget recommends adopting the voter approval rate of \$0.760928. The tax rates were calculated and certified by the Wichita County Tax Assessor-Collector.

Kevin Hunter, 1647 Hurst, discussed the history of increases in the City budget and how he feels the way the budget is presented is deceptive.

Sgt. John Spragins, President of the Wichita Falls Police Officers Association, expressed his appreciation to the City Council, Staff, and those speaking today. He discussed the MAG Study, stated that although he does not agree with all of the information, overall it was a good study, and provided insight on salary issues. He expressed his support for Public Safety, their desire to receive average comparable pay, and stated that he supports all City employees, as they do not have association advocates to speak on their behalf. The employees are the most important asset of the City as they keep the City going. He commended the City Council and Staff for addressing the salary issues, as they have needed to be addressed for many years. Council thanked Sgt. Spragins for his input.

Carla Schmehl, 1 Summer Tree Court, thanked Sgt. Spragins and discussed previous comments she has made regarding salaries being top heavy and wanted to clarify she did not feel like Police and Fire salaries are too high, but feels they need raises.

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Randy Ledford, Lakeshore Drive, expressed his appreciation to Sgt. Spragins, and agreed that lower level employees need a raise. He stated that we are in a pandemic and he does not agree with giving raises of \$10,000 or more to top employees and those raises should be cut out of the budget. He feels the lower level employees are the ones that make the wheels turn. He stated that he appreciates the Council's service, but does not agree with giving top employees raises. Mayor Santellana clarified that the proposed budget gives all City employees a raise.

Debra Loberger, 5144 Royalwood Drive, asked if the community is not growing how the budget continues to be raised and expressed her displeasure with some items in the budget. She questioned how closely the City Council has evaluated the budget, their budgetary knowledge, and questioned the need for an additional convention center.

Mayor Santellana and Mr. Leiker discussed the extensive budget process, stated that every line item is discussed and considered, and that there are millions of dollars cut every year from departmental requests to achieve a balanced budget.

Councilor Brewer asked how much of the public safety budget is covered by property tax revenues. Mr. Leiker stated that total property tax revenue is approximately \$41.5 million and it takes approximately \$48.1 million to support public safety. Mr. Leiker discussed how our property tax base and total tax levy is lower than many comparable cities. Even though our tax rate is higher, the total amount of revenue received is lower than other cities due to the lower tax base. There was brief discussion regarding city revenues, the requirement for a balanced budget, the lengthy budget process, transparency, and the confusing language required by SB 2. Mayor Santellana stressed the open door policy of the Staff and the City Council to answer citizen questions.

Councilor Brewer asked about the amount of property tax revenue due to new property added to the tax rolls. Ms. Williams discussed the increase in the assessed valuations. Home values are set by the County Appraisal District and they use a State mandated equation to value property. Mr. Leiker stated that there is approximately \$2.6 million in additional property tax revenue and the amount of property tax revenue from new properties added to the tax roll is \$364,905.

Councilor Jackson asked what the difference in revenue is between the previous property tax rate and the proposed property tax rate. Mr. Leiker stated that each penny generates approximately \$572,000 and the reduction is around a third of that amount.

Councilor Smith asked Ms. Williams to comment on SB 2. Ms. Williams and Mr. Leiker discussed how SB 2 limits the increase in property tax revenue to 3.5% and the previous limit of an 8% increase. Ms. Williams discussed the proposed rate, which includes the unused increment from last year. Councilor Smith commented on the perception that many seem to have that the Councilors do not know what they are doing regarding the budget. He stated that they all have varying degrees of experience and training in finance

and the budgeting process, and it is a lengthy process where citizen participation is encouraged. He discussed the State awards the City has received for budget and transparency over the past several years, and encouraged citizens to get involved and ask questions before the day of the adoption of the budget.

Ms. Williams discussed two additional awards recently earned for the first time from the Texas State Comptroller for transparency in debt obligations and public pension. Last year the City received the Government Finance Officers Association's (GFOA) budget award for the first time, which is the highest award we can earn, and Standard and Poor's commented in a rating letter about the City's extensive forecasting process.

Councilor Jackson asked how much debt the City of Wichita Falls has. Ms. Williams, stated that total debt is approximately \$160 million with the majority due to improvements to the water system, and stressed that complete information regarding debt is available on the transparency page on the City's website and there is a debt section in the proposed budget. Mayor Santellana and Mr. Leiker noted that our level of debt is low compared to other comparable cities. Mayor Santellana and Ms. Williams discussed the required annual audit performed by Edgin, Parkman, Fleming and Fleming, P.C., which is available online, along with a separate audit for all federal funding received. It was noted that the City has received the Certificate of Excellence in Financial Reporting from GFOA.

Councilor Jackson asked when the water/sewer bonds would be paid off and Ms. Williams stated they have a final maturity of 08/01/2027.

Councilor Whiteley discussed increases in reserve funds and asked how that effects our credit rating. Ms. Williams discussed that anytime we increase our reserves and keep our reserve levels at policy it assists in raising our credit rating. Mr. Leiker discussed how a good credit rating is important and saves the city millions in interest charges. It was noted the City's credit rating declined during the drought when we went below our reserve fund policy, but the current rating is AA, which is excellent.

Councilor Jackson asked about the \$19 million in bonds that were issued for the convention center, and when they will be paid off. Ms. Williams stated they would be paid off in 2051 and the bonds will be funded on September 28, 2021. It was noted that the first payment will not be due until the next budget year and the payment will be funded by 4B Sales Tax Corporation revenues. Councilor Jackson asked if the convention center land will be owned by the City or O'Reilly, and Mr. Leiker stated the City would own the convention center building and land, and the land the hotel will be built on will be owned by O'Reilly.

Carla Schmehl, 1 Summer Tree Court, asked why the land was sold to O'Reilly but they did not build the hotel. Mr. Leiker explained that O'Reilly Hospitality is building the hotel and investing approximately \$50 million in private funds to build the hotel.

Mayor Santellana closed the public hearing at 9:31 a.m.

Item 8a – Ordinance 45-2021

9:31 a.m.

Ordinance adopting the Annual Budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

Moved by Councilor Brewer to approve Ordinance 45-2021.

Motion seconded by Councilor Browning and carried by the following record vote:

Councilor Smith - Aye
Council Whiteley - Aye
Councilor Browning - Aye
Councilor Chenault - Aye
Councilor Brewer - Aye
Councilor Jackson - Nay
Mayor Santellana - Aye

Item 8b – Ordinance 46-2021

9:38 a.m.

Ordinance ratifying the increase in property tax revenue as reflected in the Annual Budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

Moved by Councilor Smith to approve Ordinance 46-2021 to adopt a budget that will raise more total property taxes than last year's budget by \$2,668,674 or 6.87 percent increase, and of that amount \$364,905 is tax revenue to be raised from new property added to the tax roll this year.

Motion seconded by Councilor Chenault and carried by the following vote:

Ayes: Mayor Santellana, Councilors Brewer, Browning, Chenault, Smith, and Whiteley.

Nays: Councilor Jackson

Item 8c – Ordinance 47-2021

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9:40 a.m.

Ordinance levying, assessing, and fixing the tax rate for the use and support of the Wichita Falls Municipal Government and providing for the Interest and Sinking Fund for the 2021-22 fiscal year; and declaring an emergency.

Moved by Councilor Smith to approve Ordinance 47-2021 and that the property tax rate be increased by the adoption of a tax rate of \$0.760928 which is effectively a 5.86 percent increase in the tax rate.

Motion seconded by Councilor Browning and carried by the following record vote:

Councilor Smith - Aye
Councilor Whiteley - Aye
Councilor Browning - Aye
Councilor Chenault - Aye
Councilor Brewer - Aye
Councilor Jackson - Nay
Mayor Santellana - Aye

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Councilor Browning left the meeting at 9:46 a.m.

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Item 8d – Ordinance 48-2021

9:46 a.m.

Ordinance adopting the Five-Year Capital Improvement Plan for the Fiscal Year beginning October 1, 2021 and ending September 30, 2026.

Moved by Councilor Brewer to approve Ordinance 48-2021.

Motion seconded by Councilor Smith and carried by the following vote:

Ayes: Mayor Santellana, Councilors Brewer, Chenault, Smith, and Whiteley.

Nays: Councilor Jackson

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Item 8e – Ordinance 49-2021

9:50 a.m.

Ordinance replacing Ordinance No. 58-2020, the fee schedule applied to City operations; providing for severability; providing that such ordinance shall not be codified; and providing an effective date.

Mr. Heggglund asked that the motion include three minor amendments as follows:

1. Page 8 of 35, under item 2c-1, the word cares be changed to acres
2. Page 29 of 35, under item 11b-6 section 7, City of Olney be shown as a raw water client (RWO)
3. Red River listed as a treated water client (TWT)

Moved by Councilor Chenault to approve Resolution 106-2021 with the amendments as previously stated.

Motion seconded by Councilor Smith.

Councilor Whiteley stated he is not in favor of having all of these fees approved under one vote as he feels there needs to be additional discussion, as he feels some of the increases are too large.

There was lengthy discussion regarding the need for the increased fees, how taxpayer dollars are currently subsidizing development expenses due to the low fees, and the quarterly stakeholder meetings that have been held. Terry Floyd, Director of Development Services, stated that the increases would bring the fees to average and discussed the increasing costs to provide these services.

Michael Grassi, 7 Amber Valley Court, representing the North Texas Home Builders Association, addressed the Council. Mr. Grassi discussed his daily interaction with City staff, and stated that having Mr. Floyd join the team has been beneficial. He agrees with Councilor Whiteley that the increases in fees was sprung on the industry. He discussed the ten cities used for comparison and that of those cities we have a lower population, lower cost of living, and lower building fees. He believes that lower development fees is a positive thing to help increase growth. Mr. Grassi discussed the number of new home builds over the past several years and the reduction in new home builds, but that City staff in the building department has not been reduced. He expressed that a fifty percent increase in permit fees is excessive, and asked the Council consider further research.

Mayor Santellana discussed the significant amount of time that was spent on this Ordinance and how the Council has to weigh the taxpayer subsidy versus the cost to the development community. Mayor Santellana pointed out that we are not keeping up with inflation and although our goal is not to completely cover the costs, there needs to be a balance.

Paul Menzies, Assistant City Manager, stated the quarterly stakeholders meeting was moved up to accommodate discussing the fee increases prior to today's meeting. The discussion began over a year ago and included a survey and those results were presented to the development community in June or July prior to the presentation to the City Council. He noted that our survey results were very similar to survey results from others cities showing that our data was accurate. Mr. Menzies discussed commercial development and remodeling and that although new home builds are lower, the workload has not decreased for building inspections with over 10,000 inspections completed so far this year. Mr. Menzies discussed fee increases for property cleanup and how the City should not be the least expensive option for citizens that have to clean up property with code violations.

Councilor Whiteley stated again that he does not like the fact that this Ordinance is all-inclusive. He agrees with Mr. Grassi that the Chamber of Commerce could brag on the low cost of development fees in Wichita Falls. He believes that if we encourage development the increased development will make up for the revenue that would be received from increased fees. He is in favor of phasing in these costs in a different manner.

Mayor Santellana asked Mr. Grassi if these increases would decrease the number of homes built. Mr. Grassi discussed other increased costs, how Sheppard Air Force Base drives the home building market and how increased costs will decrease the number of homes built. Mr. Grassi stated that we are not comparable to the other areas we are being compared too.

Mayor Santellana asked if the proposed budget is forecasted on the proposed fee increases. Mr. Leiker discussed that some fees are included and others are not.

Motion failed by the following vote:

Ayes: Mayor Santellana, Councilors Chenault, and Smith.

Nays: Councilors Brewer, Jackson, and Whiteley

There was brief discussion regarding possibly removing some of the fees and breaking the ordinance into sections.

Councilor Whiteley moved to reconsider the fee ordinance.

Motion seconded by Councilor Jackson and approved by the following vote:

Ayes: Mayor Santellana, Councilors Brewer, Chenault, Jackson, Smith, and Whiteley.

Nays: None

Councilor Whiteley moved to exclude the changes in Section 2 and keep the previous fees related to development services and vote on the remainder of the Ordinance as stated.

Motion seconded by Chenault and carried by the following vote:

Ayes: Mayor Santellana, Councilors Brewer, Chenault, Smith, and Whiteley.

Nays: Councilor Jackson

Changes to Section 2 will be removed and discussed at a future meeting.

Councilor Jackson moved to exclude the changes in Section 6a Animal Services and keep the previous fees.

Motion seconded by Councilor Brewer.

Lou Kreidler, Director of Health, discussed that they are not raising fees on rabbits and guinea pigs, they are simply adding a reclaim fee, and are reducing the fees regarding fowl adoptions. Councilor Jackson asked how much these changes would increase revenue and it was stated revenues would increase approximately \$4000 per year.

Motion carried by the following record vote:

Councilor Smith – Aye
Councilor Whiteley – Nay
Councilor Chenault – Aye
Councilor Brewer – Aye
Councilor Jackson – Aye
Mayor Santellana – Nay

Fee changes to Section 6a will be removed and further discussion will be held at a future meeting.

Moved by Councilor Chenault to approve Ordinance 49-2021 as amended.

Motion seconded by Councilor Smith and carried by the following vote:

Ayes: Mayor Santellana, Councilors Brewer, Chenault, Jackson, Smith, and Whiteley.

Nays: None

Item 8f – Ordinance 50-2021

10:27 a.m.

Ordinance making an appropriation to the Special Revenue Fund for the COVID-19 Immunization grant funding in the amount of \$367,529 received from the Department of State Health Services and authorizing the City Manager to execute contract accepting same.

Moved by Councilor Brewer to approve Ordinance 50-2021.

Motion seconded by Councilor Chenault.

Carla Schmehl, 1 Summer Tree Court, asked if any of this appropriation is being used to educate the community that the Pfizer vaccine being administered is not fully FDA approved, and that Comirnaty is approved but not yet in production and is a distinctly different formula.

Mrs. Kreidler stated that is not correct and discussed the FDA emergency use and approval process and explained that Comirnaty is the brand name for the Pfizer vaccine. She offered to email research to Ms. Schmehl. Ms. Schmehl stated that her research shows that Comirnaty is a distinctly different formula. Mayor Santellana clarified that Ms. Schmehl's question is in regards to public education, and he reiterated how these grant funds will be used.

Councilor Jackson asked about the timeline for FDA approval and stated that his research shows it takes up to 13 years. Ms. Kreidler stated it depends on the drug and process used. Councilor Jackson asked how many local citizens have died from the COVID vaccine. Ms. Kreidler stated that to her knowledge there have been no local deaths due to vaccine.

Councilor Smith asked Mrs. Kreidler to give the position of the CDC and FDA. Mrs. Kreidler stated that per information received from the CDC and DSHS the Pfizer vaccine, now branded under Comirnaty, has full approval for ages 16 and up.

Motion carried by the following vote:

Ayes: Mayor Santellana, Councilors Brewer, Chenault, Jackson, Smith, and Whiteley.

Nays: None

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Item 9a – Resolution 106-2021

10:35 a.m.

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Resolution authorizing the City Manager to award bid and contract for the second phase of the Memorial Auditorium Sewer Project to Anthony Inman Construction, Inc. in the amount of \$176,099.

Moved by Councilor Brewer seconded by Chenault and carried by the following vote:

Ayes: Mayor Santellana, Councilors Brewer, Chenault, Jackson, Smith, and Whiteley.

Nays: None

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Item 9b – Resolution 107-2021

10:39 a.m.

Resolution authorizing the City Manager to award bid and contract for the operation and management of the Wichita Falls Municipal Golf Course to APGL, Inc. d/b/a Perm-O-Green in the annual amount of \$120,000.

Moved by Councilor Chenault to approve Resolution 107-2021.

Motion seconded by Councilor Whiteley and carried by the following vote:

Ayes: Mayor Santellana, Councilors Brewer, Chenault, Jackson, Smith, and Whiteley.

Nays: None

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Item 9c – Resolution 108-2021

10:52 a.m.

Resolution approving the programs and expenditures of the Wichita Falls Type B (4B) Sales Tax Corporation Budget for Fiscal Year 2021-22.

Moved by Councilor Brewer to approve Resolution 108-2021.

Motion seconded by Councilor Whiteley and carried by the following vote:

Ayes: Mayor Santellana, Councilors Brewer, Chenault, Smith, and Whiteley.

Nays: Councilor Jackson

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Item 10 – Announcements concerning items of community interest from members of the City Council.

11:01 a.m.

Councilor Smith reminded citizens facing possible eviction that there will be no additional extension of the eviction moratorium. The Eviction Diversion Group has been working with several entities to educate renters and landlords that there are funds that can be applied for through the Texas Rent Relief Project. The Northwest Texas Legal Aid Society has been assisting citizens that qualify for aid with filling out the application. He stated that regarding fee issues, we are always playing catch up and inflation increases our costs for services. He is in favor of a constant review of fee structures. In reference to one fee going up \$500 in one year, he suggested taking our fees and costs and spreading them out over 2-3 years. In regards to the COVID vaccine, please consider getting the vaccine if you do not have medical or ethical reasons not to. He feels the surge is contributed to those that are unvaccinated. For those that have had one vaccine he encouraged them to get the second vaccine to be fully vaccinated, and get the booster shot if they qualify. He encouraged citizens to get the facts and make an informed decision.

Councilor Whiteley stated that he appreciates the comments made today regarding the budget. He discussed items that he does not agree with and the timing of when the budget was received. He reminded everyone that we open our meeting with a prayer, and we all pray that we make the best decisions for our community. He discussed the demeanor, tone, and accusatory statements that some citizens address the Council with and he asked that people remember we are all citizens and one community. He asked that complaints and emails regarding mandates and items that are above the local government level stop, as the City Council does not have control over those issues, and encouraged citizens to voice their concerns to those that do have control.

Councilor Chenault said good morning and thanked everyone for coming out. She thanked the staff and all individuals that have worked on the budget. She stated that the budget takes a lot of planning and time, and she asked for everyone's patience. Councilor Chenault reminded everyone that tonight at 7:00 at Bud Daniels Park there would be a free outdoor concert by the All Funk Radio Show sponsored by the Parks and Recreation department. She encouraged everyone to come out and have a good time.

Councilor Jackson thanked Base Camp Lindsay for inviting him to the Gala at the Kemp Center, as they raised funds for a good cause. He stated that the pandemic caused there to be a small group, but they had a silent auction to raise additional funds. He thanked individuals that gathered with Post 169 on Lakeshore Drive to serve veterans, and he thanked Chief Borrego and McGruff for attending. He stated that in regards to the vaccine he feels it should be the individual's choice. He stated that he will not take the vaccine, that he participated in a community prayer meeting that was held against vaccine

CITY COUNCIL MINUTES
September 21, 2021
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mandates, and closed by reading scripture from Ephesians 6:11. Councilor Jackson stated he believes God has us covered and he chooses to live longer and not take the vaccine as he believes the vaccine is pure evil.

Councilor Chenault reminded citizens that we have an election coming up on November 2nd, October 4th is the last day to register to vote, and October 18th is first day of early voting.

Mayor Santellana stated that Booker T. Washington School is turning 100 and the walk will begin at 9:15 a.m. on October 2nd and a program will be held at 10:00 a.m. Mayor Santellana thanked all of the staff for their work on the budget, thanked the public that commented, and encouraged them to continue to communicate and ask questions regarding the budget. He agreed with Councilor Whiteley and encouraged everyone to keep discussions civil. In regards to the fee Ordinance, he is glad we do not rubber stamp every decision and the Council will revisit the fee changes that were removed. He expressed his condolences and offered prayers to the family of RW Smith, Deputy Police Chief. He asked that citizens please pray for our community, and stated that we open every meeting with prayer and the Pledge of Allegiance for a reason, as they pray to make good decisions and bless our community.

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Item 11 – Comments from the Public to Members of the City Council Concerning Items That Are Not on the City Council Agenda

11:13 a.m.

Maurice Gauthier, 4809 Whirlwind Drive, asked about the progress of negotiations regarding the lease agreement for the Convention Center to O'Reilly. Mr. Leiker stated that the lease agreement is essentially complete. The City will lease the Convention Center to O'Reilly to manage on behalf of the City, O'Reilly will be responsible for the daily operations and any loss, and the City will be responsible for capital improvements. Mr. Gauthier questioned the investment if there is no return for the City as he heard O'Reilly wanted to build the Convention Center. Mr. Leiker stated that the lease agreement is what Mr. O'Reilly agreed to and he feels it is a win to have Mr. O'Reilly take the responsibility for any losses as there will be no liability to the City.

Carla Schmehl, 1 Summer Tree Court, commented in regards to the Convention Center and stated that it is confusing since we already have the MPEC that runs at a loss. She asked if the new Convention Center would be in competition with the MPEC. Ms. Schmehl discussed the capacity and it was noted that the new Convention Center will accommodate approximately 1000 individuals for a banquet and will have break out spaces for smaller meeting areas. She asked if we expected people to travel through our airport and Mr. Leiker stated that 90% of attendees to our events would travel by car. She feels that it is a waste since we have the MPEC and she does not like debt. She agrees

CITY COUNCIL MINUTES
September 21, 2021
PAGE 14 OF 16

that citizens have been remiss in their duties to participate, and she stated that she has had to cancel appointments to attend City Council Meetings. She asked again that at least one meeting be held in the evening so citizens can attend. Mayor Santellana and Mr. Leiker encouraged Ms. Schmehl to meet with them or City staff to address her questions.

Judy Whittington, 5205 Lakeshore Drive, addressed the council regarding the Circle Trail along Lakeshore Drive. When the lake level was lowered, it left areas that were unsightly and the city had no interest in the shoreline at that time. Ms. Whittington discussed various neighborhood meetings that were held where it was expressed that there were no plans for the shoreline property, and being told there were no plans when the City surveyed the shoreline property to determine the boundaries. She stated that she feels the City has not been honest with the citizens on Lakeshore Drive, and that the issue is not having a trail, but rather the location of the trail, which will change the use of their land and take away the privacy taxpayers expect when they purchase property for a family home. She requested that the trail be moved to the street. Mr. Leiker stated that the agenda item that was approved when the study was completed did discuss future improvements to the Lake and the formation of the Lake Wichita Revitalization Committee, which has been working on improvements for several years. In reference to taxes being paid on the property, Mr. Leiker clarified that citizens do not pay taxes on shoreline property owned by the City. Ms. Whittington stated that they are paying taxes on property that will be effected by the trail, and that stating there will be future improvements is much too vague when it will affect their property.

Randy Ledford, 5127 Lakeshore Drive, stated that the trail was proposed and citizens voted against having the trail from Larry's Marina to Barnett. He agreed with Ms. Schmehl that having a meeting at 8:30 a.m. keeps citizens from attending and he asked for an evening meeting once a month so working citizens can attend. He discussed the two bridges built on the trail and his concerns with bike crashes on these bridges. He stated that what has happened to our veterans is atrocious as their shade trees have been bulldozed and they only have one tree left. He appreciated the Mayor and his heart for the handicapped as expressed a few weeks ago, and discussed his concerns with homes affected by the trail that have handicapped occupants, and his concerns with how the trail affects Larry's boat shop. He feels we need to help small businesses especially during COVID, and expressed his desire to move the trail to the street. Mr. Leiker reminded citizens the meeting to discuss the trail on Lakeshore Drive would be held October 19th.

Ellen Gutow, Brook Village, addressed the council regarding how wrong it would be to put a bike trail in the backyards of Lakeshore Drive residents. She encouraged Councilors to visit the homes affected and discussed concerns with crime and emergency vehicle access to the proposed trail area. Ms. Gutow encouraged the Council to consider moving the trail to the street and to improve the roadway. She asked for one meeting a month to be held in the evening as citizens lose wages when they attend during work hours.

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CITY COUNCIL MINUTES
September 21, 2021
PAGE 15 OF 16

Item 12 –Adjourn

Mayor Santellana adjourned the meeting at 11:35 a.m.

PASSED AND APPROVED this 5th day of October 2021.

Stephen L. Santellana, Mayor

ATTEST:

Marie Balthrop, TRMC, MMC
City Clerk

CITY COUNCIL AGENDA
October 5, 2021

ITEM/SUBJECT: Resolution authorizing the City Manager to execute the Joint Funding Agreement for Water Resources Investigations with the U.S. Geological Survey for \$84,098.00.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Provide Quality Infrastructure

STRATEGIC OBJECTIVE: N/A

COMMENTARY: For 32 years, the City of Wichita Falls has participated in funding existing gauging stations operated and maintained by the U.S. Geological Survey (USGS), Joint Funding Agreement Number 22SJJFATX039000. The stations the City has historically participated in funding are listed below:

- § Wichita River:
 - @ FM 368
 - @ Loop 11
 - @ Seymour Texas
- § Little Wichita River:
 - @ Hwy 79
 - @ Lake Arrowhead
 - @ HWY 287
- § Holliday Creek
- § Diversion Lake near Dundee, TX
- § South Wichita River near Benjamin, TX

The purpose of the stations is to monitor lake levels, track water rights requirements, monitor water quality, and serve as a flood warning system. Additionally, the water quality monitoring is essential to track the water pH and conductivity for the City's Reverse Osmosis (RO) Plant at Cypress Water Treatment Plant that discharges into the Wichita River. This data will assist with future permit renewals and approvals potentially impacting the RO Plant operations.

The regional USGS gauge locations are depicted on the attached map.

The total cost to operate and maintain the stations for 2021-2022 is \$111,515.00. The City will fund \$84,098.00 for the annual operations and maintenance costs with the USGS funding \$27,417.00. The total cost of the agreement is unchanged from the previous year.

Funding for this agreement is budgeted from two funding sources; Water/Sewer Fund

and Stormwater Utility Fund in the amount of \$84,098.00. Staff recommends approving the Joint Funding Agreement with the USGS in the amount of \$84,098.00 for the annual maintenance and operations of nine gauging stations.

☒ Director of Public Works

ASSOCIATED INFORMATION: Resolution, Agreement, and Location Map

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to execute the Joint Funding Agreement for Water Resources Investigations, Number 22SJFATX039000, with the U.S. Geological Survey for \$84,098.00

WHEREAS, the City of Wichita Falls desires to enter into a joint funding agreement with the U.S. Geological Survey to operate and maintain a series of stream flow and reservoir-content gauging stations within the Little Wichita River Water Shed; and,

WHEREAS, U.S. Geological Survey is proposing to do this work for an amount of \$84,098.00.

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

The Joint Funding Agreement for Water Resources Investigations, Number **22SJFATX039000**, with the U.S. Geological Survey is approved in the total amount of \$84,098.00, and the City Manager is authorized to execute the agreement with the said agency for the operations and maintenance of such gauging stations.

PASSED AND APPROVED this the 5th day of October, 2021.

MAYOR

ATTEST:

City Clerk

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000609
Agreement #: 22SJFATX039000
Project #: SJ009ME
TIN #: 75-6000714

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Wichita Falls party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$27,417 by the party of the first part during the period
October 1, 2021 to September 30, 2022
- (b) \$84,098 by the party of the second part during the period
October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000000609
Agreement #: 22SJJFATX039000
Project #: SJ009ME
TIN #: 75-6000714

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Kristine Blickenstaff
Branch Chief - Integrated
Hydrology+Data Science
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (882) 316-5033
Fax: (882) 316-5022
Email: kblickenstaff@usgs.gov

Customer Technical Point of Contact

Name: Teresa Rose, P.E.
Deputy Director
Address: 1300 7th Street
Wichita Falls, TX 76307
Telephone: (940) 761-7477
Fax: (940) 761-6873
Email: teresa.rose@wichitafallstx.gov

USGS Billing Point of Contact

Name: Kandis Becher
Budget Analyst
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (882) 316-5051
Fax: (882) 316-5022
Email: kkbecher@usgs.gov

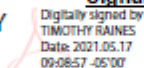
Customer Billing Point of Contact

Name: Russell Schreiber
Director of Public Works
Address: PO BOX 1431
Wichita Falls, TX 76307
Telephone: (940) 761-7477
Fax: (940) 761-6873
Email: russell.schreiber@wichitafallstx.gov

U.S. Geological Survey
United States
Department of Interior

City of Wichita Falls

Signature

TIMOTHY
RAINES
By  Date: _____
Name: Timothy H. Raines
Title: Director

Digitally signed by
TIMOTHY RAINES
Date: 2021.05.17
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Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

**City of Wichita Falls
22SJFATX039000**

Station Number	Description	Code	No. Units	Diff. Factor	USGS Funds	City of Wichita Falls Funds	Total Cost
001: SURFACE WATER							
07311800	S Wichita Rv nr Benjamin, TX Full Range Streamflow Station (USACE Tulsa funds \$5100)	QCONT	0.68	1	\$5,400	\$5,400	\$10,800
Site Totals:					\$5,400	\$5,400	\$10,800
07311900	Wichita River near Seymour, TX Full Range Streamflow Station (USACE Tulsa funds \$5100)	QCONT	0.68	1	\$3,000	\$7,800	\$10,800
Site Totals:					\$3,000	\$7,800	\$10,800
07312109	Diversion Lake near Dundee, TX Reservoir Stage Only (USACE Tulsa funds \$3735)	RES-E	0.5	0.88	\$1,037	\$1,038	\$2,075
Site Totals:					\$1,037	\$1,038	\$2,075
07312330	Wichita Rv at FM 368 nr Iowa Park, TX Stage, Continuous	STGCONT	1	1	\$0	\$7,600	\$7,600
Site Totals:					\$0	\$7,600	\$7,600
07312610	Holliday Ck at Wichita Falls, TX Full Range Streamflow Station	QCONT	1	1	\$0	\$15,900	\$15,900
Site Totals:					\$0	\$15,900	\$15,900
07314500	Little Wichita River near Archer City, TX Full Range Streamflow Station	QCONT	1	1	\$5,885	\$10,015	\$15,900
Site Totals:					\$5,885	\$10,015	\$15,900
07314800	Lake Arrowhead near Henrietta, TX Reservoir Stage Only	RES-E	1	1	\$410	\$6,140	\$6,550
Site Totals:					\$410	\$6,140	\$6,550
07314900	Little Wichita River above Henrietta, TX Full Range Streamflow Station	QCONT	1	1	\$5,885	\$10,015	\$15,900
Site Totals:					\$5,885	\$10,015	\$15,900
SURFACE WATER TOTAL					\$21,617	\$63,908	\$85,525

003: WATER QUALITY

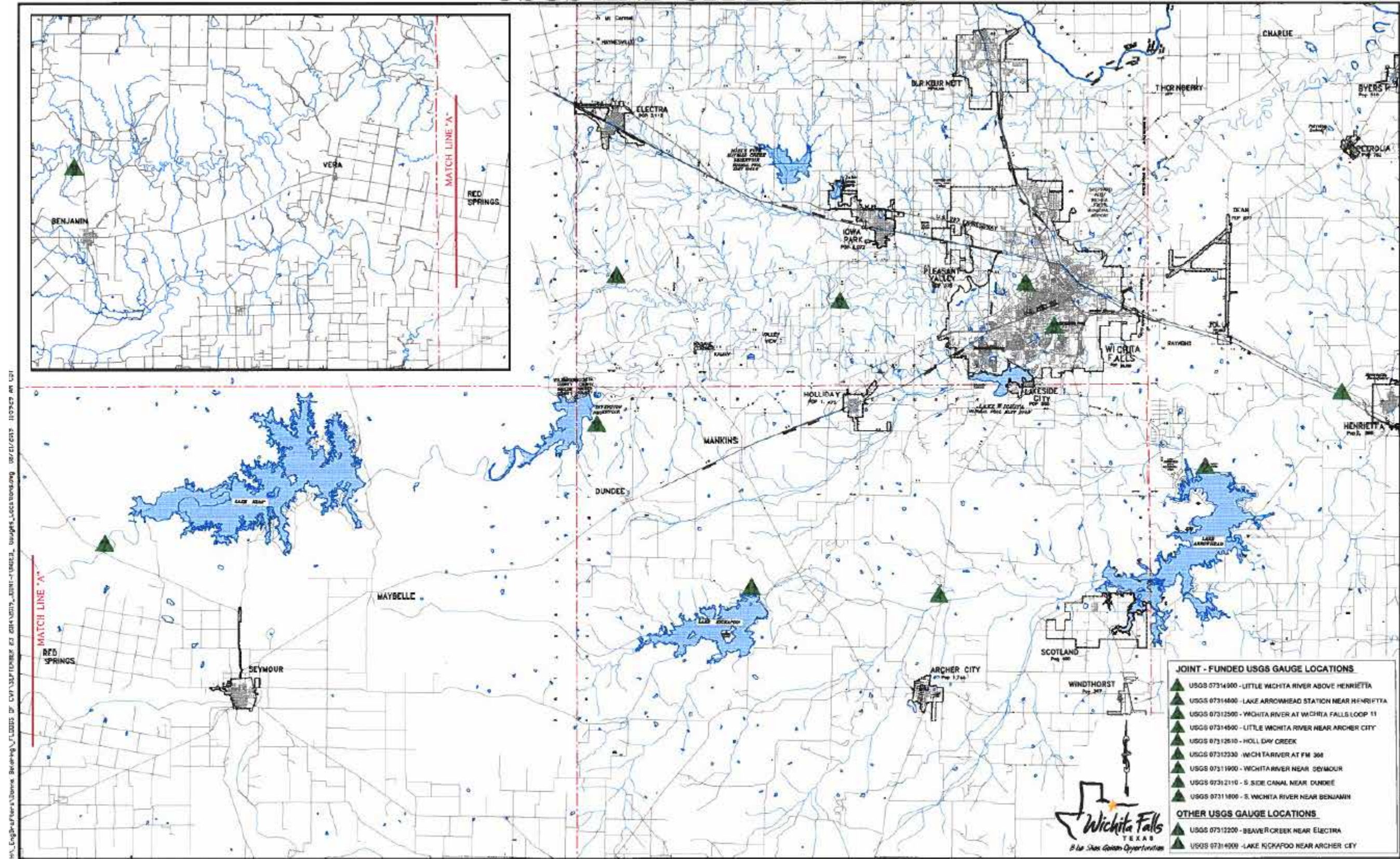
07312500 Wichita River at Wichita Falls, TX

O&M of Water-Quality Monitor T, SC	WQMON2	1	0.94	\$5,800	\$9,490	\$15,290
Collection and analysis of Water-Quality Samples	WQSPER	6	0.94		\$10,700	\$10,700
Major dissolved inorganic ions	S1022	6	1.0			
Dissolved nutrients and orthophosphate	S1034	6	1.0			
Site Totals:				\$5,800	\$20,190	\$25,990

WATER QUALITY TOTAL	\$5,800	\$20,190	\$25,990
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PROJECT	CITY OF WICHITA FALLS FUNDS		TOTAL COST
	USGS FUNDS	FALLS FUNDS	
SURFACE WATER: 00180	\$21,617	\$63,908	\$85,525
WATER QUALITY: 00380	\$5,800	\$20,190	\$25,990
PROJECT TOTAL	<u>\$27,417</u>	<u>\$84,098</u>	<u>\$111,515</u>

USGS AND CITY GAUGES



CITY COUNCIL AGENDA
October 5, 2021

ITEM/SUBJECT: Resolution authorizing the City Manager to execute Professional Services Agreement to Biggs and Mathews Environmental, Inc. for engineering services for the City of Wichita Falls Landfill in the amount of \$78,000.00.

INITIATING DEPT: Public Works / Sanitation

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: N/A

COMMENTARY: The City of Wichita Falls Landfill requires annual environmental engineering services for testing, surveying, and reporting in order to meet Texas Commission on Environmental Quality (TCEQ) regulations. Annually, the City is required to submit data and reports on air permitting, landfill capacity evaluation, and groundwater monitoring. The air permitting requirements include a Greenhouse Gas (GHG) Summary Report, Emissions Inventory, Air Emissions/Inspection Fee Basis Form, Federal Operating Permit Annual Compliance, Tier II Testing Report, and other air permits as required by the EPA and TCEQ. The landfill capacity evaluation requires on-site ground survey, capacity calculations, and waste-fill drawings. Annual groundwater monitoring includes sampling, testing, analytical evaluation, and reporting on existing monitoring wells. The basic services for the annual requirements in 2022 are expected not to exceed \$78,000.

Biggs and Mathews Environmental, Inc. has performed these services for the City for the past 19 years. The staff has been very pleased with the level of service from Biggs and Mathews Environmental, Inc. They are highly qualified and maintain expertise to complete these services within the timeline specified while adhering to TCEQ's reporting processes.

Staff recommends award of the agreement to Biggs and Mathews Environmental, Inc. in the amount of \$78,000.00 for FY 2021 - 2022 basic services. These costs have been included in this year's budget.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution, Agreement

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to execute Professional Services Agreement to Biggs and Mathews Environmental, Inc. for engineering services for the City of Wichita Falls Landfill in the Amount of \$78,000.00

WHEREAS, the City of Wichita Falls has determined that Biggs and Mathews Environmental, Inc. is qualified to provide Engineering Services for the City of Wichita Falls Landfill; and

WHEREAS, it is found that the Engineering Services to complete the sampling, testing, and reporting for the City of Wichita Falls Landfill is an estimated total of \$78,000.00.

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

The engineering services for the City of Wichita Falls Landfill is awarded to Biggs and Mathews Environmental, Inc., in an estimated total amount of \$78,000.00, and the City Manager is authorized to execute a contract, in a form approved by the City Attorney, for the City with said Contractor for the design of such project.

PASSED AND APPROVED this the 5th day of October, 2021.

MAYOR

ATTEST:

City Clerk

**Professional Services Agreement between the City of Wichita Falls and Biggs & Mathews Environmental, Inc.
for Engineering Services for the City of Wichita Falls Landfill – Permit No. 1428A Consulting Services for
Fiscal Year 2021/2022 – Annual Services**

OWNER: The City of Wichita Falls; Attn: Director of Public Works, P.O. Box 1431, Wichita Falls, TX, 76307

ENGINEER: Biggs & Mathews Environmental, Inc; 1700 Robert Road, Suite 100, Mansfield, TX, 76063

PROJECT: Engineering and hydrogeological professional services in support of various evaluations, studies, modeling, permitting, design, environmental monitoring, field testing, and construction phases services for the City of Wichita Falls Landfill, Transfer Station, and other municipal solid waste facilities.

PAYMENT:

1. Payment for Basic Services. OWNER agrees to pay the following amounts for Basic Services rendered pursuant to this Contract, a total amount not to exceed **\$78,000**, subject to completion of the following phases of the PROJECT:

Phase	Amount
Completion TCEQ Air Permitting	\$31,500
Completion of Landfill Capacity Evaluation	\$19,000
Completion of Groundwater Monitoring	\$27,500
Total	\$78,000

2. Payment for Additional Services. OWNER shall pay ENGINEER for Additional Services requested and rendered as follows:

2.1. Payment for Additional Services of Engineer rendered under this Contract shall be paid for at the following rates when supported by invoices.

Personnel Charges - Category	Billing Rate Range \$ Per Hour
Administrative/Project Assistant	50 – 80
Sr. Administrative/Project Assistant	75 – 100
Designer/Technician/Field Services Technician	60 – 80
Sr. Designer/Sr. Technician/Sr. Field Services Technician	75 – 110
Engineer/Scientist	75 – 120
Project Engineer/Scientist	95 – 140
Senior Project Engineer/Scientist	120 – 175
Principal Engineer/Scientist	140 – 225

2.2. For expenses for Additional Services, ENGINEER shall be compensated at the actual cost to ENGINEER based on rates referenced above or as previously agreed upon in writing. Where field parties are used, expenses shall include charges for the use of any special instruments and equipment, including marine equipment, and expendable items such as stakes and monuments.

3. Times of Payments:

3.1. Times of Payments--ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For Basic Services, the statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements. Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services.

3.2. Past-Due Payments--OWNER agrees to pay a charge of 0.5% per month on all invoiced owed amounts not paid within 30 days of the date of the invoice, calculated from the date of the invoice. In addition, ENGINEER

may, after giving 10 days' written notice to OWNER, suspend services under this Agreement until the ENGINEER has been paid in full all amounts due for services and expenses.

OWNER'S REPRESENTATIVE: Russell Schreiber, P.E., Director of Public Works, City of Wichita Falls

BASIC SERVICES: ENGINEER shall complete the following professional engineering services as Basic Services, which shall include customary incidental engineering services:

1. TCEQ Air Permitting. ENGINEER shall:

- 1.1. Consult with OWNER to clarify and define OWNER'S requirements for the Permitting process and review available data.
- 1.2. Collect field information needed to complete testing and calculation of a new emissions rate, as required.
- 1.3. Advise OWNER of the need to provide or obtain from others data or additional services, and act as OWNER'S representative in connection with any such services acquired from others.
- 1.4. Prepare the Greenhouse Gas (GHG) Summary Report, Emissions Inventory, Air Emissions/Inspection Fee Basis Form, Federal Operating Permit Annual Compliance, Tier II Testing Report and all other air permits as required by TCEQ for submission.
- 1.5. Furnish three copies of the above reports and documents for review by the OWNER'S REPRESENTATIVE.
- 1.6. Submit the air permitting reports to the proper agency and proper number of copies to other required agencies along with three copies to the OWNER'S REPRESENTATIVE.
- 1.7. Respond to TCEQ comments until the air reporting reports are accepted and approved by TCEQ.

2. Landfill Capacity Evaluation. ENGINEER shall:

- 2.1. Consult with OWNER to clarify and define OWNER'S requirements for the evaluation process and review available data.
- 2.2. Conduct up to two events to complete the Landfill Capacity Evaluation.
- 2.3. Collect field information needed to complete the capacity evaluation to include the ground survey.
- 2.4. Prepare the capacity evaluation portion of the TCEQ Annual Report to include capacity calculations and waste-fill drawings.
- 2.5. Furnish three copies of the above reports and documents to the OWNER'S REPRESENTATIVE for submittal with the TCEQ Annual Permit.
- 2.6. Respond to TCEQ comments until the TCEQ Annual Report is accepted and approved by TCEQ.

3. Groundwater Monitoring. ENGINEER shall:

- 3.1. Consult with OWNER to clarify and define OWNER'S requirements for groundwater monitoring and review available data.
- 3.2. Annual groundwater monitoring, including sampling, testing, analytical evaluation, and reporting will continue. The annual sampling event is conducted in January of each year. TCEQ's decision on the suspension request is that Wichita Falls is required to continue sampling the existing wells, but will not be required to install any new wells.

Additional Services.

For "Additional Services" or "Other Optional Tasks" a separate "Letter of Amendment" will be prepared, each subject to the terms and conditions of this Agreement. Said "Letter of Amendment" will define (1) Scope of Services to be performed, (2) Proposed Schedule of Services, and (3) Cost of Professional Services. Each "Letter of Amendment" will be mutually agreed upon by the OWNER and ENGINEER, subject to the terms and conditions within this Agreement and will be executed by the ENGINEER and Director of Public Works or Designee.

Additional Services may include meetings, travel, regulatory coordination, legal coordination, response to regulatory comments, and special requests as requested by the OWNER. Additional services may also include but not be limited to professional services related to engineering models, engineering design, preparation of construction documents, construction phase engineering services, construction quality assurance, groundwater modeling, permit modifications, and other professional services.

Whenever the need for any Additional Services described herein results from any negligence, mistake, oversight or other fault on the part of ENGINEER, the cost of these services shall be deemed to be included in OWNER'S payments to ENGINEER for Basic Services. Any such Additional Services not performed by ENGINEER that would otherwise be paid separately by OWNER shall be paid for by ENGINEER.

GENERAL CONDITIONS:

1. Termination--OWNER may terminate this Agreement upon 10 days written notice to ENGINEER with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. In the event of early termination, ENGINEER shall invoice OWNER for all services completed and shall be compensated in an amount corresponding to the amount designated as compensation for each phase of the work satisfactorily completed and accepted plus an amount corresponding to the percentage of work satisfactorily completed and submitted to OWNER for any phase partly completed on the effective date of the termination.

2. Ownership & Maintenance of Documents--All documents and digital files prepared and/or assembled by ENGINEER under this Agreement shall become the property of the OWNER and shall be delivered to OWNER without restriction on future use. OWNER's re-use of documents on future projects will be at the sole risk of OWNER. ENGINEER may make copies of any and all documents for its files and re-use information contained therein. ENGINEER will maintain project records for three years after the OWNER has made final payment to the Contractor and all other pending matters are closed, and provide copies thereof to OWNER if requested.

3. Controlling Law--This agreement is performable and is to be governed by the law applicable in Wichita Falls, Texas. Sole venue for any action arising under this Agreement shall be in Wichita County, Texas.

4. Assignment of Contract--ENGINEER shall not assign, sublet or transfer any rights under or interest in (including, but without limitations, monies that may become due or monies that are due) this Agreement without the written consent of the OWNER. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing independent consultants, associates, subcontractors, and employees to assist in the performance of services hereunder.

5. No Third-Party Beneficiaries--Nothing herein shall be construed to give any rights or benefits to anyone other than OWNER and ENGINEER.

6. Independent Contractor--In performing services under this Agreement, the relationship between OWNER and ENGINEER is that of independent contractor, and OWNER and ENGINEER by the execution of this Agreement do not change the independent contractor status of ENGINEER. No term or provision of this Agreement or act of ENGINEER in the performance of this Agreement shall be construed as making ENGINEER or any agent, servant or employee of ENGINEER the agent, servant or employee of OWNER.

7. Indemnity--ENGINEER agrees to release, defend, indemnify, and hold the OWNER whole and harmless against any and all claims, suits, and actions for any claims of injuries or damage made by or on behalf of ENGINEER or any of ENGINEER's officers, agents, or employees resulting from the performance or attempted performance of this Contract regardless of whether the injury or damage is caused in whole or in part by any acts or omissions of OWNER or any hidden or apparent condition of property owned or controlled by the OWNER. This indemnity shall not apply to any claim to the extent to which ENGINEER is prohibited from indemnifying a governmental entity pursuant to Tex. Local Gov't Code §271.904 or other law.

This agreement and said attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument.

EXECUTED, this the _____ day of _____, 2021.

OWNER: City of Wichita Falls, Texas

ENGINEER: Biggs & Matthews Environmental, Inc.

Darron Leiker, City Manager



Gregg Adams, P.E., Principal

(seal)

ATTEST:

City Clerk

FORM APPROVED:

City Attorney

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

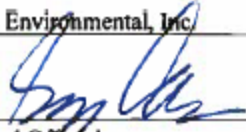
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Gregg Adams, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Biggs & Mathews Environmental, Inc.
Company Name


Signature of Authorized Official

Principal
Title of Authorized Official

9/9/2021
Date

**CITY COUNCIL AGENDA
October 5, 2021**

ITEM/SUBJECT: Ordinance reappointing Dan Tompkins as a Substitute Judge of the Municipal Court for a term of two years.

INITIATING DEPT: Legal

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: N/A

COMMENTARY: Section 30.008 of the Texas Government Code authorizes the governing body to appoint one or more qualified persons to serve in the place and stead of the Municipal Judge during any period when the Judge is temporarily unable to act for any reason. Dan Tompkins has been so appointed, and is currently serving in this capacity. His term is expiring October 18, 2021.

It is recommended that Mr. Tompkins be reappointed as Substitute Judge of the Municipal Court for two years beginning October 18, 2021.

☒ **City Attorney**

ASSOCIATED INFORMATION: Mr. Tompkins' request for reappointment; Judge Gillen's recommendation for reappointment; Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**



Paige Lessor <paige.lessor@wichitafallstx.gov>

Fwd: Reappointment of Dan Tompkins as substitute municipal court judge

1 message

Paige Lessor <paige.lessor@wichitafallstx.gov>
To: Paige Lessor <paige.lessor@wichitafallstx.gov>

Tue, Sep 21, 2021 at 11:03 AM

----- Forwarded message -----

From: T Daniel Tompkins <tdtompkins@aol.com>
Date: Mon, Sep 13, 2021 at 4:34 PM
Subject: Re: Reappointment of Dan Tompkins as substitute municipal court judge
To: larry.gillen@wichitafallstx.gov <larry.gillen@wichitafallstx.gov>

Dear Judge Gillen,

Please accept this email as my request for consideration for reappointment as Associate Judge for the Wichita Falls Municipal Court. As you know, I have served in this capacity for many years, and would be honored to continue my experience and judgment.

Please forward my request to the City Administration and Council, and I would greatly appreciate your recommendation. If my appearance is desired, please just let me know.

Sincerely,

Dan Tompkins
Assoc. Judge, Wichita Falls Municipal Court
Judge, Iowa Park Municipal Court
Judge, Burkburnett Municipal Court
Judge, Holliday Municipal Court



611 BLUFF STREET
WICHITA FALLS, TEXAS 76301
(940) 761-7880 WWW.WICHITAFALLSTX.GOV

September 21, 2021

Mayor Stephen Santellana
1300 Seventh Street
Wichita Falls, Texas 76301

Dear Mayor Santellana:

Judge Dan Tompkins requested reappointment as an associate municipal court judge. I strongly recommend that he be reappointed.

Sincerely,

Larry A. Gillen
Municipal Judge

Ordinance No. _____

**Ordinance reappointing Dan Tompkins as a Substitute Judge of the
Municipal Court for a term of two years**

WHEREAS, Dan Tompkins was reappointed as a substitute judge of the Municipal Court by Ordinance No. 47-2019, for a two-year term expiring October 18, 2021; and,

WHEREAS, Dan Tompkins has agreed to serve another two-year term as a substitute Municipal Court Judge, to act in the place and stead of the Municipal Judge during any period in which he is temporarily unable to act for any reason.

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

The City Council hereby reappoints Dan Tompkins as a substitute judge of the Municipal Court for a term of two years, beginning October 18, 2021.

PASSED AND APPROVED this the 5th day of October, 2021.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
October 5, 2021

ITEM/SUBJECT: Resolution authorizing the City Manager to approve Change Order No. 1 for the Hike & Bike Trail from Loop 11 to Lucy Park for a reduction of \$130,393.49.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Provide Adequate Infrastructure

STRATEGIC OBJECTIVE: Complete Public Improvements Projects

COMMENTARY: On October 1, 2019, bids were opened for the Hike & Bike Trail from Loop 11 to Lucy Park. This project is generally described as the construction of new concrete trail, and associated work extending from Loop 11 to just west of the Camp Fire Property.

The project is now complete and the final documentation is being processed. This Change Order would reduce the project construction costs by \$130,393.49 and balance plan quantities to final in-place quantities to allow for acceptance of the project.

Staff recommends approval of Change Order No 1. for the Hike & Bike Trail from Loop 11 to Lucy Park in order to close-out this project.

☒ **Public Works Director**

ASSOCIATED INFORMATION: Resolution , Change Order No. 1

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to approve Change Order No. 1 for the Hike & Bike Trail from Loop 11 to Lucy Park for a reduction of \$130,393.49

WHEREAS, the City of Wichita Falls has tabulated the final quantities for Change Order No. 1 for a reduction of \$130,393.49 for a final contract amount of \$2,258,529.46.

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

The City Manager is authorized to execute Change Order No. 1 for the Hike & Bike Trail from Loop 11 to Lucy Park in the amount of a reduction of \$130,393.49,

PASSED AND APPROVED this the 5th day of October, 2021.

MAYOR

ATTEST:

City Clerk

CITY OF WICHITA FALLS, TEXAS CONTRACT CHANGE ORDER FORM	CHANGE ORDER NO.:	1
	DATE:	8/26/2021
	AMOUNT OF CHANGE:	\$ (130,393.49)

PROJECT/CONTRACT: Hike & Bike Trail from Loop 11 to Lucy Park, CWF18-100-03 ; CSJ 0903-03-116

TO: Scales Concrete Construction Co. Inc, this Change Order, after approval by the Owner, will be your
(Contractor)
authority to make the following changes in the work under your contract.

Description of Changes	Decrease in Contract	Increase in Contract	Total Change in Contract
This change order will modify plan quantities to final in-place quantities.			
Item 100-6002, PREPARING ROW	\$ 88,128.00	\$ -	\$ (88,128.00)
Decreased 20.4 STAs at \$4,320.00 per STA for a final total of 35 STAs			
Item 160-6002, FURNISHING AND PLACING TOPSOIL (6")	\$ 2,916.00	\$ -	\$ (2,916.00)
Decreased 9 STAs at \$3,240.00 per STA for a final total of 35 STAs			
Item 168-6001, VEGETATIVE WATERING	\$ 18,252.00	\$ -	\$ (18,252.00)
Decreased 338 MGs at \$54.00 per MG for a final total of 6 MGs			
Item 169-6004, SOIL RETENTION BLANKETS (CL 1) (TY D)	\$ -	\$ 8,470.98	\$ 8,470.98
Increased 3,486 SYs at \$2.43 per SY for a final total of 11,200 SYs			
Item 420-6074, CL C CONC (MISC)	\$ 3,564.00	\$ -	\$ (3,564.00)
Decreased 3 CYs at \$1,188.00 per CY for a final total of 104 CYs			
Item 432-6031, RIPRAP (STONE PROTECTION)	\$ 1,485.00	\$ -	\$ (1,485.00)
Decreased 11 CYs at \$135.00 per CY for a final total of 833 CYs			
Item 450-6051, RAIL (HANDRAIL) (TY E)	\$ -	\$ 2,192.40	\$ 2,192.40
Increased 14 LFs at \$156.60 per LF for a final total of 765 LFs			
Item 502-6001, BARRICADES, SIGNS AND TRAFFIC HANDLING	\$ 15,552.00	\$ -	\$ (15,552.00)
Decreased 12 MOs at \$1,296.00 per MO for a final total of 0 MOs			
Item 506-6002, ROCK FILTER DAMS (INSTALL) (TY 2)	\$ 1,080.00	\$ -	\$ (1,080.00)
Decreased 20 LFs at \$54.00 per LF for a final total of 0 LFs			
Item 506-6011, ROCK FILTER DAMS (REMOVE)	\$ 432.00	\$ -	\$ (432.00)
Decreased 20 LFs at \$21.60 per LF for a final total of 0 LFs			
Item 506-6020, CONSTRUCTION EXITS (INSTALL) (TY 1)	\$ 1,995.84	\$ -	\$ (1,995.84)
Decreased 84 SYs at \$23.76 per SY for a final total of 84 SYs			
Item 506-6024, CONSTRUCTION EXITS (REMOVE)	\$ 1,995.84	\$ -	\$ (1,995.84)
Decreased 168 SYs at \$11.88 per SY for a final total of 0 SYs			
Item 506-6038, TEMP SEDMT CONT FENCE (INSTALL)	\$ 2,463.84	\$ -	\$ (2,463.84)
Decreased 1,062 LFs at \$2.32 per LF for a final total of 2,835 LFs			

Item 506-6039, TEMP SEDMT CONT FENCE (REMOVE)	\$ 860.22	\$ -	\$ (860.22)
Decreased 1,062 LF's at \$0.81 per LF for a final total of 2,835 LF's			
Item 506-6041, BIODEG EROSN CONT LOGS (INSTL)(12")	\$ 56.43	\$ -	\$ (56.43)
Decreased 9.5 LF's at \$5.94 per LF for a final total of 215.5 LF's			
Item 506-6043, BIODEG EROSN CONT LOGS (REMOVE)	\$ 7.70	\$ -	\$ (7.70)
Decreased 9.5 LF's at \$0.81 per LF for a final total of 215.5 LF's			
Item 531-6003, CONC SIDEWALKS (6")	\$ 2,268.00	\$ -	\$ (2,268.00)
Decreased 30 SY's at \$75.60 per SY for a final total of 4,104 SY's			
TOTAL	\$ 141,058.87	\$ 10,663.38	\$ (130,393.49)
AMOUNT OF ORIGINAL CONTRACT:			\$ 2,388,922.95
TOTAL AMOUNT OF THIS CHANGE ORDER:			\$ (130,393.49)
TOTAL AMOUNT OF PREVIOUS CHANGE ORDERS:			\$ -
CONTRACT AMOUNT TO DATE:			\$ 2,258,529.46
The completion time under your contract will be extended by zero (0) working days because of this change order making the revised completion date April 22, 2021			
Accepted By Contractor:	Recommended By Arch/Eng: (if applicable)	Approved By Owner:	
By: <u>[Signature]</u>	By: <u>T. H. Smith, P.E.</u>	By: _____	
Title: <u>President</u>	Title: <u>City Engineer</u>	Title: <u>City Manager</u>	
Date: <u>9/2/2021</u>	Date: <u>9-8-21</u>	Date: _____	
Approved By TxDOT:			
By: <u>[Signature]</u>			
Title: <u>Dir. Const</u>			
Date: <u>9/15/2021</u>			

CITY COUNCIL AGENDA
October 5, 2021

ITEM/SUBJECT: Resolution authorizing the City Manager to execute Professional Services Agreement to Biggs and Mathews Environmental, Inc. for engineering services for the City of Wichita Falls Landfill Entrance Facility Improvements in the amount of \$83,250.00.

INITIATING DEPT: Public Works / Sanitation

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: N/A

COMMENTARY: The use at the City of Wichita Falls Landfill has increased significantly over time. In the last year, the landfill had an increase of 8,000 vehicles roll over the scale compared to the previous year. Each of these vehicles must be weighed coming into and going out of the Landfill. The landfill is equipped with only one scale and with this volume of traffic there can be times when customers must wait 10-15 minutes to get onto the scale. The landfill currently has 11 waste disposal contracts with contract haulers which has also increased in the last year. The additional wait times has caused several complaints from the commercial contract haulers. This is only expected to increase as the City Landfill becomes a top regional location for trash disposal.

Many landfills have a two-scale system allowing traffic to enter on one scale and exit on the opposite scale. Not only does the two-scale system help with traffic flow, it allows the facility to remain operational if one scale needs maintenance or repair with minimum interruptions to customers and landfill operations. TCEQ permit regulations, require the landfill to use certified scales to document waste tonnages that are disposed at the landfill.

With the current demand and expected future growth, staff has budgeted for the planning, design, and permitting of an additional scale and improved entrance facility in FY22. Biggs and Mathews Environmental, Inc. has completed this work for other landfills and is very familiar with the City of Wichita Falls Landfill. Therefore, staff recommends award of this agreement to Biggs and Mathews Environmental, Inc. in the amount of \$83,250.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution, Agreement

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to execute Professional Services Agreement to Biggs and Mathews Environmental, Inc. for engineering services for the City of Wichita Falls Landfill Entrance Facility Improvements in the amount of \$83,250.00

WHEREAS, the City of Wichita Falls Landfill has increased traffic over the scale by 8,000 vehicles and 7,000 tons in the last year causing customer delays; and

WHEREAS, the City of Wichita Falls has determined that Biggs and Mathews Environmental, Inc. is qualified to provide design, permitting and construction management services for the City of Wichita Falls Landfill entrance facility improvements; and

WHEREAS, it is found that the Engineering Services to complete the design, permitting and construction management for the City of Wichita Falls Landfill is in a total amount of \$83,250.00.

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

The engineering services for the City of Wichita Falls Landfill Entrance Facility Improvements is awarded to Biggs and Mathews Environmental, Inc., in a total amount of \$83,250.00, and the City Manager is authorized to execute a contract, in a form approved by the City Attorney, for the City with said Contractor for the design of such project.

PASSED AND APPROVED this the 5th day of October, 2021.

MAYOR

ATTEST:

City Clerk

**Professional Services Agreement between the City of Wichita Falls and Biggs & Mathews Environmental, Inc.
for Engineering Services for the City of Wichita Falls Landfill – Permit No. 1428A Consulting Services for
Fiscal Year 2021/2022 – Entrance Facility Improvements**

OWNER: The City of Wichita Falls; Attn: Director of Public Works, P.O. Box 1431, Wichita Falls, TX, 76307

ENGINEER: Biggs & Mathews Environmental, Inc; 1700 Robert Road, Suite 100, Mansfield, TX, 76063

PROJECT: Engineering and professional services in support of various evaluations, studies, modeling, permitting, design, field testing, and construction planning services for the City of Wichita Falls Landfill.

PAYMENT:

1. Payment for Basic Services. OWNER agrees to pay the following amounts for Basic Services rendered pursuant to this Contract, a total amount not to exceed **\$83,250**, subject to completion of the following phases of the PROJECT:

Phase	Amount
Completion of Landfill Entrance Facility Design	\$43,750
Completion of Landfill Entrance Facility Construction Management	\$39,500
Total	\$83,250

2. Payment for Additional Services. OWNER shall pay ENGINEER for Additional Services requested and rendered as follows:

2.1. Payment for Additional Services of Engineer rendered under this Contract shall be paid for at the following rates when supported by invoices.

Personnel Charges - Category	Billing Rate Range \$ Per Hour
Administrative/Project Assistant	50 – 80
Sr. Administrative/Project Assistant	75 – 100
Designer/Technician/Field Services Technician	60 – 80
Sr. Designer/Sr. Technician/Sr. Field Services Technician	75 – 110
Engineer/Scientist	75 – 120
Project Engineer/Scientist	95 – 140
Senior Project Engineer/Scientist	120 – 175
Principal Engineer/Scientist	140 – 225

2.2. For expenses for Additional Services, ENGINEER shall be compensated at the actual cost to ENGINEER based on rates referenced above or as previously agreed upon in writing. Where field parties are used, expenses shall include charges for the use of any special instruments and equipment, including marine equipment, and expendable items such as stakes and monuments.

3. Times of Payments:

3.1. Times of Payments--ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For Basic Services, the statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements. Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services.

3.2. Past-Due Payments--OWNER agrees to pay a charge of 0.5% per month on all invoiced owed amounts not paid within 30 days of the date of the invoice, calculated from the date of the invoice. In addition, ENGINEER may, after giving 10 days' written notice to OWNER, suspend services under this Agreement until the ENGINEER has been paid in full all amounts due for services and expenses.

OWNER'S REPRESENTATIVE: Russell Schreiber, P.E., Director of Public Works, City of Wichita Falls

BASIC SERVICES: ENGINEER shall complete the following professional engineering services as Basic Services, which shall include customary incidental engineering services:

1. Landfill Entrance Facility Design. ENGINEER shall:

- 1.1. Consult with OWNER to clarify and define OWNER'S requirements for the evaluation process and review available data.
- 1.2. Collect field information needed to design the landfill entrance, as required.
- 1.3. Advise OWNER of the need to provide or obtain from others data or additional services, and act as OWNER'S representative in connection with any such services acquired from others.
- 1.4. Complete the design of the landfill entrance facility. Design elements are anticipated to include subgrade and earthworks modeling, concrete design for pavement and structures, utility system layout and design, commercial driveway design, temporary access routing, and scalehouse layout.
- 1.5. Preparation of plans, details, and technical specifications for use in acquiring bids for the project work.
- 1.6. Preparation of models for earthwork and concrete construction.
- 1.7. Preparation of plans, details, and technical specifications for use in contract documents for the selected bidder.
- 1.8. Furnish copies of the above plans and documents for review by the OWNER'S REPRESENTATIVE.

2. Landfill Entrance Facility Construction Management. ENGINEER shall:

- 2.1. Consult with OWNER to clarify and define OWNER'S requirements for the construction process and review available data. ENGINEER will act as OWNER'S representative in connection with services acquired from others as related to the Landfill Entrance Improvement Project construction.
- 2.2. Prepare field information and conduct project meetings at construction start, and then weekly throughout the duration of the construction work.
- 2.3. Advise OWNER of the need to provide or obtain from others data or additional services.
- 2.4. Review and approve contractor's submittals, respond to contractor's requests for information, review and verify contractor's pay request, prepare punch list for work to be completed for substantial completion.
- 2.5. Conduct field observations to verify that the construction is in substantial accordance with the project plans and specifications, revise construction plans as needed, and perform a final walkthrough of the project.
- 2.6. Prepare a construction report, including record drawings, manufacturer's manuals, and other information pertaining to the Landfill Entrance Improvement Project.
- 2.5. Furnish copies of the above report and documents for review by the OWNER'S REPRESENTATIVE.

Additional Services.

For "Additional Services" or "Other Optional Tasks" a separate "Letter of Amendment" will be prepared, each subject to the terms and conditions of this Agreement. Said "Letter of Amendment" will define (1) Scope of Services to be performed, (2) Proposed Schedule of Services, and (3) Cost of Professional Services. Each "Letter of Amendment" will be mutually agreed upon by the OWNER and ENGINEER, subject to the terms and conditions within this Agreement and will be executed by the ENGINEER and Director of Public Works or Designee.

Additional Services may include meetings, travel, regulatory coordination, legal coordination, response to regulatory comments, and special requests as requested by the OWNER. Additional services may also include but not be limited to professional services related to engineering models, engineering design, preparation of construction documents, construction phase engineering services, construction quality assurance, groundwater modeling, permit modifications, and other professional services.

Whenever the need for any Additional Services described herein results from any negligence, mistake, oversight or other fault on the part of ENGINEER, the cost of these services shall be deemed to be included in OWNER'S payments to ENGINEER for Basic Services. Any such Additional Services not performed by ENGINEER that would otherwise be paid separately by OWNER shall be paid for by ENGINEER.

GENERAL CONDITIONS:

1. Termination--OWNER may terminate this Agreement upon 10 days written notice to ENGINEER with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. In the event of early termination, ENGINEER shall invoice OWNER for all services completed and shall be compensated in an amount corresponding to the amount designated as compensation for each phase of the work satisfactorily completed and accepted plus an amount corresponding to the percentage of work satisfactorily completed and submitted to OWNER for any phase partly completed on the effective date of the termination.

2. Ownership & Maintenance of Documents--All documents and digital files prepared and/or assembled by ENGINEER under this Agreement shall become the property of the OWNER and shall be delivered to OWNER without restriction on future use. OWNER's re-use of documents on future projects will be at the sole risk of OWNER. ENGINEER may make copies of any and all documents for its files and re-use information contained therein. ENGINEER will maintain project records for three years after the OWNER has made final payment to the Contractor and all other pending matters are closed, and provide copies thereof to OWNER if requested.

3. Controlling Law--This agreement is performable and is to be governed by the law applicable in Wichita Falls, Texas. Sole venue for any action arising under this Agreement shall be in Wichita County, Texas.

4. Assignment of Contract--ENGINEER shall not assign, sublet or transfer any rights under or interest in (including, but without limitations, monies that may become due or monies that are due) this Agreement without the written consent of the OWNER. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing independent consultants, associates, subcontractors, and employees to assist in the performance of services hereunder.

5. No Third-Party Beneficiaries--Nothing herein shall be construed to give any rights or benefits to anyone other than OWNER and ENGINEER.

6. Independent Contractor--In performing services under this Agreement, the relationship between OWNER and ENGINEER is that of independent contractor, and OWNER and ENGINEER by the execution of this Agreement do not change the independent contractor status of ENGINEER. No term or provision of this Agreement or act of ENGINEER in the performance of this Agreement shall be construed as making ENGINEER or any agent, servant or employee of ENGINEER the agent, servant or employee of OWNER.

7. Indemnity--ENGINEER agrees to release, defend, indemnify, and hold the OWNER whole and harmless against any and all claims, suits, and actions for any claims of injuries or damage made by or on behalf of ENGINEER or any of ENGINEER's officers, agents, or employees resulting from the performance or attempted performance of this Contract regardless of whether the injury or damage is caused in whole or in part by any acts or omissions of OWNER or any hidden or apparent condition of property owned or controlled by the OWNER. This indemnity shall not apply to any claim to the extent to which ENGINEER is prohibited from indemnifying a governmental entity pursuant to Tex. Local Gov't Code §271.904 or other law.

This agreement and said attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument.

EXECUTED, this the _____ day of _____, 2021.

OWNER: City of Wichita Falls, Texas

ENGINEER: Biggs & Mathews Environmental, Inc.

Darron Leiker, City Manager



Gregg Adams, P.E., Principal

(seal)

ATTEST:

City Clerk

FORM APPROVED:

City Attorney

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

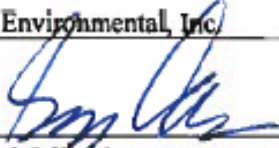
Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Gregg Adams, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Biggs & Mathews Environmental, Inc.
Company Name


Signature of Authorized Official

Principal
Title of Authorized Official

9/9/2021
Date

CITY COUNCIL AGENDA
October 5, 2021

ITEM/SUBJECT: Resolution authorizing the City Manager to execute Professional Services Agreement for consulting services to optimize curbside solid waste collection routes and implement on-board Routeware for 18 Automated Side load collection equipment through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Routeware, Inc. in the amount of \$150,832.00.

INITIATING DEPT: Public Works / Sanitation

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Promote and Encourage Innovation

COMMENTARY: The City of Wichita Falls provides all residential and commercial solid waste service within the City limits. The City is split into two sections, north and south routes with service on Monday/Thursday and Tuesday/Friday. The routes are set by areas and were originally routed by hand. Throughout time, stops have been added to routes as the City expands and develops. The routes have not been optimized since moving to automated collection from hand collection in 2001. Also having 2 different residential service types, alley and curbside, only complicates the routing issues.

In one week, the curbside service has approximately 48,000 stops to complete which is about 2.5M per year. This table shows the imbalance in the routes comparing average, max and min stops, time and distance. The City has 12 set routes for both the north and south.

	STOPS	TIME	DISTANCE
AVERAGE PER ROUTE	997	10 hours 18 minutes	62 miles
MAX PER ROUTE	1352	13 hours 3 minutes	100 miles
MIN PER ROUTE	563	7 hours 37 minutes	34 miles

On average, it takes a new driver 3-6 months to learn 1 or 2 routes and an additional 3 months to be fully competent with actually driving the equipment safely and efficiently. Therefore, the total time from being hired to being a fulltime route driver is more than nine months and the driver is still only familiar with a couple of routes. Couple this training time with employee turn-over and the division only has a handful of experienced drivers. These factors contribute to inefficient operations and in some cases less than optimal customer service. Therefore, staff determined that an on-board routing system was a must to implement optimized routes and to improve customer service.

After in-depth research of available systems, Routeware proved to be the most cost effective, user-friendly for daily operations, offered the most advancement for future efficiency and provided the best customer service. Routeware benefits include:

- Route Optimization resulting in fuel savings
- Sequencing and Navigation for new drivers
- Optimize Driver and Supervisor Time resulting in reduced overtime costs
- Improve Customer Service resulting in fewer missed stops
- Improve Driver's performance by reducing the training required for new drivers
- Improve safety by reducing accidents

The expected Return on Investment (ROI) for Routeware implementation as part of the daily operations is conservatively estimated to be over \$290,000 per year. The Division will see savings in start/stop time, total time on the route which equals less overtime and miles driven decreasing fuel usage and vehicle maintenance, supervisor and admin time, response time to customers, and go-backs for missed trash. Other municipalities have seen a reduction in fuel, maintenance and personnel costs of 24%.

The curbside service is currently 45% of the Sanitation Collection's budgeted costs in comparison to the alley and commercial services. Curbside collection has the most ability to gain efficiency and savings for a very minimum investment in route optimization and Routeware implementation. Therefore, the implementation of Routeware and route optimization will have a payback in less than a year. Additionally, Routeware, Inc. is based in the US and is part of the HGAC contract and is utilized across the country by solid waste collection service providers. More than 10 Texas municipalities and the City of Lawton, Oklahoma utilize this routing system.

Texas Local Government Local Government Code §252.022 exempts items purchased through interlocal cooperative purchasing contracts from the State's competitive bidding requirements. This chapter does not apply to expenditure for. . . (12) personal property sold under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391.

Staff recommends award of the agreement to Routeware, Inc. in the amount of \$150,832.00 for consulting and implementation services. These costs have been included in this year's budget.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution, Agreement, HGAC Quote

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to execute Professional Services Agreement for consulting services to optimize curbside collection routes and implement on-board Routeware for 18 Automated Side load collection equipment through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Routeware, Inc. in the amount of \$150,832.00

WHEREAS, the City of Wichita Falls has determined that Routeware, Inc. is qualified to provide Consulting Services to optimize curbside service routes; and

WHEREAS, the City of Wichita Falls has determined that Routeware, Inc. is fully capable of providing turnkey implementation of on-board routing ability for curbside collection; and

WHEREAS, Texas Local Government Local Government Code §252.022 exempts items purchased through interlocal cooperative purchasing contracts from the State's competitive bidding requirements; and

WHEREAS, the City Council of the City of Wichita Falls has passed a resolution approving the participation in such cooperative agreements; and

WHEREAS, the City Council finds that Routeware, Inc. is offering turnkey curbside route optimization and implementation of Routeware through H-GAC Purchasing Cooperatives and it is in the best interest to purchase equipment in accordance with the Cooperative Purchasing Programs in the amount of \$150,832.00.

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

The Routeware implementation for the City of Wichita Falls is awarded to Routeware, Inc., in the amount of \$150,832.00, and the City Manager is authorized to execute a contract, in a form approved by the City Attorney, for the City with said Contractor for the completion of such project.

PASSED AND APPROVED this the 5th day of October, 2021.

MAYOR

ATTEST:

City Clerk

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	FL03-21	Date Prepared:	9/15/2021
<p>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</p>							
Buying Agency:	City of Wichita Falls - TX			Contractor:	Routeware, Inc.		
Contact Person:	Teresa Rose			Prepared By:	Rachel Goodwin		
Phone:	940.761.7477			Phone:	503-906-8522		
Fax:				Fax:	503-906-8544		
Email:	teresa.rose@wichitafallstx.gov			Email:	rgoodwin@routeware.com		
Catalog / Price Sheet Name:	Routeware Premium G06						
General Description of Product:							
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary							
Quan	Description	Unit Pr	Total				
18	Heavy Duty Android Tablet (On-board computer, Mounting Cradle & Accessories)	825	14,850				
18	Proximity Switch for Windows and Heavy Duty Tablets	105	1,890				
18	Camera Controller (Camera not included)	475	8,550				
18	Standard HD Camera for Camera Controller with Cable	90	1,620				
18	Vehicle Installation (Per Vehicle)	300	5,400				
18	Prox Install	150	2,700				
18	Camera System Installation (Per Vehicle)	300	5,400				
1	PM&T - Package 1 (Project Management, Server SW Install, Training)	15000	15,000				
143	EasyRoute Professional Services (Per Hour)	225	32,175				
18	Subscription Fee	1788	32,184				
18	Cellular Data Charge Per vehicle - RD (Annual)	180	3,240				
18	Auto Pickup System Fee per Vehicle (Annual)	240	4,320				
18	Camera System Fee Per Vehicle (Annual)	540	9,720				
1	Cloud Hosting - Up to 50 vehicles (Annual)	7188	7,188				
Total From Other Sheets, If Any:			-				
Subtotal A:			144,237				
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description	Unit Pr	Total				
1	RouteMaker Subscription	5975	5,975				
2	Monitor for Camera Controller	40	80				
18	Camera Power Kit for Windows and Heavy Duty Tablet	30	540				
Total From Other Sheets, If Any:							
Subtotal B:			6,595				
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:		5%			
C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges							
Subtotal C:			0				
Delivery Date:		TBD	D. Total Purchase Price (A+B+C):		150,832		

**Professional Services Agreement between the City of Wichita Falls and
Routeware, Inc. for Route Optimization Consulting Services**

OWNER: The City of Wichita Falls; Attn: Director of Public Works, P.O. Box 1431, Wichita Falls, Texas 76307

CONSULTANT: Routeware, Inc.

PROJECT: CONSULTANT will complete an optimization project, providing new routes collection routes for OWNER's refuse and recycling collection services.

TIMETABLE: CONSULTANT shall complete the following tasks on or before the following dates, assuming an official signed contract and notice to proceed from the OWNER no later than **10/31/2021**

Task	Date
1 Inception	Project start
2 Data Checking	3 weeks
3 As-Is	5 weeks
4 As-Is Review	7 weeks
5 Tactical	9 weeks
6 Tactical Review	10 weeks
7 Operational	12 weeks
8 Operational Review	15 weeks
9 Turn by Turn	17 weeks

The CONSULTANT shall not be held responsible for failure to meet the aforementioned timetables in the event that the cause of delay is not the fault of the CONSULTANT or the CONSULTANT'S subcontractors.

PAYMENT:

1. **Payment for Basic Services.** OWNER agrees to pay the following amounts for Basic Services rendered pursuant to this contract, a total amount not to exceed \$ 32,175, subject to completion of the following tasks:

Task	Pct. of Project	Amount (USD)
1 Inception	5%	\$1,575.00
2 Data Checking	5%	\$1,575.00
3 As-Is	21%	\$6,750.00
4 As-Is Review	5%	\$1,575.00
5 Tactical	11%	\$3,600.00
6 Tactical Review	5%	\$1,575.00
7 Operational	32%	\$10,350.00
8 Operational Review	5%	\$1,575.00
9 Turn by Turn	11%	\$3,600.00
Total	100	\$32,175.00

2. **Payment for Additional Services** OWNER shall pay CONSULTANT for Additional Services requested and rendered as follows:

2.1. Payment for Additional Services of CONSULTANT rendered under this contract shall be paid for at the following rate when supported by invoices. Refer to CONSULTANT's Rate Sheet (Attachment I).

2.2. For expenses for Additional Services, CONSULTANT shall be compensated at the actual cost to CONSULTANT based on rates referenced above or as previously agreed upon in writing. Where field parties are used, expenses shall include charges for the use of any special instruments and equipment, including marine equipment, and expendable

items such as stakes and monuments.

3. Times of Payments

3.1. Times of Payments: CONSULTANT shall submit monthly statements for Basic and Additional Services rendered. For Basic Services, the statements will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to CONSULTANT'S monthly statements. Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

3.2. Past-due Payments: OWNER agrees to pay a charge of 1/2% per month on all invoiced owed amounts not paid within 30 days of the date of the invoice, calculated from the date of the invoice. In addition, CONSULTANT may, after giving 10 days' written notice to OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services and expenses.

OWNER'S REPRESENTATIVE: Russell Schreiber, Director of Public Works, City of Wichita Falls

BASIC SERVICES: CONSULTANT shall complete the following professional services as Basic Services, which shall include customary incidental professional services:

Task 1: Inception:	Understand requirements/constraints/deadlines & discuss data requirements
Task 2: Data Checking	Check all required data has been received and is valid (ongoing)
Task 3: As-Is	Create calibrated models of current routes for each service
Task 4: As-Is Review	Ensure As-Is models accurately reflect current routes/confirm new design params
Task 5: Tactical	Create tactical only model(s) for each scenario
Task 6: Tactical Review	Review tactical models
Task 7: Operational	Create fully implementable model(s) for each scenario & service
Task 8: Operational Review	Meeting: Review new designs.
Task 9: Turn by Turn	Step-by-step collection sequence per service for fully implementable routes

GENERAL CONDITIONS:

1. **Termination**—OWNER may terminate this Agreement upon 10 days written notice to CONSULTANT with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. In the event of early termination, CONSULTANT shall invoice OWNER for all services completed and shall be compensated in an amount corresponding to the amount designated as compensation for each phase of the work satisfactorily completed and accepted plus an amount corresponding to the percentage of work satisfactorily completed and submitted to Owner for any phase partly completed on the effective date of the termination.

2. **Ownership & Maintenance of Documents**--All documents and digital files prepared and/or assembled by CONSULTANT under this agreement shall become the property of the OWNER and shall be delivered to OWNER without restriction on future use. OWNER's re-use of documents on future projects will be at the sole risk of OWNER. CONSULTANT may make copies of any and all documents for its files and re-use information contained therein. CONSULTANT will maintain project records for three years after the OWNER has made final payment to the contractor and all other pending matters are closed and provide copies thereof to OWNER if requested.

3. **Controlling Law**--This agreement is performable and is to be governed by the law applicable in Wichita Falls, Texas. Sole venue for any action arising under this agreement shall be in Wichita County, Texas.

4. **Assignment of Contract**--Neither party will have any right or ability to assign (including any assignment by operation of law), transfer or sublicense any obligations or benefit hereunder without the written consent of the other, which consent will not be unreasonably withheld or delayed; provided that consent is hereby expressly granted for an assignment to a successor-in-interest in the event of a merger, acquisition or sale of all or substantially all of a party's assets. This Agreement will be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

5. **No Third-Party Beneficiaries**--Nothing herein shall be construed to give any rights or benefits to anyone other than

OWNER and CONSULTANT.

6. **Independent Contractor**--In performing services under this agreement, the relationship between OWNER and CONSULTANT is that of independent contractor, and OWNER and CONSULTANT by the execution of this Agreement do not change the independent contractor status of CONSULTANT. No term or provision of this agreement or act of CONSULTANT in the performance of this Agreement shall be construed as making CONSULTANT or any agent, servant or employee of CONSULTANT the agent, servant or employee of OWNER.

7. **Indemnity**--CONSULTANT agrees to release, defend, indemnify, and hold the OWNER whole and harmless against any and all claims, suits, and actions for any claims of injury or damage made by or on behalf of CONSULTANT or any of CONSULTANT's officers, agents or employees resulting from the performance or attempted performance of this Contract regardless of whether the injury or damage is caused in whole or in part by any acts or omissions of OWNER or any hidden or apparent condition of property owned or controlled by the OWNER. This indemnity shall not apply to any claim to the extent to which CONSULTANT is prohibited from indemnifying a governmental entity pursuant to Tex. Local Gov't Code § 271.904 or other law.

8. **Governmental Function Clause** -- All parties agree that this contract is one that pertains solely to a governmental function taken by or on behalf of the City of Wichita Falls. All parties expressly agree that the City is not engaging in any propriety functions.

9. **Contractual Damages Limitation Clause**--All parties agree that damages in this contract are limited only to those authorized under Texas Local Government Code Section 271.153. Specifically, the OWNER is not liable for consequential damages or exemplary damages.

10. **Waiver of Attorney's Fees**--If any action at law or in equity is necessary to enforce this agreement, each party agrees to pay its own attorneys' fees and will not seek to recover its own attorneys' fees from the other party. CONSULTANT understands that Texas Local Government Code subchapter I, § 271.153(a)(3) provides that the total amount of money awarded in an adjudication brought against a governmental entity for breach of a contract includes attorneys' fees. Both CONSULTANT and OWNER expressly waive all statutory and other rights to recover attorneys' fees pursuant to in § 271.153(a)(3) and all other law.

11. **Verification**. I, being over the age of eighteen (18) years and in my official capacity representing an entity that is a party to this contract with the City of Wichita Falls, hereby swear and verify under oath that:

1. Entity does not boycott Israel; and
2. Entity will not boycott Israel during the term of this contract.
3. Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>.

DocuSigned by:

Signature

This agreement and said attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument.

EXECUTED, this the _____ day of _____, 20____.

OWNER: City of Wichita Falls, Texas

CONSULTANT:  _____

Shanna Peralta VP of Finance and Accounting

Darron Leiker, City Manager

(seal)

(seal)

ATTEST:

City Clerk

FORM APPROVED:

City Attorney

CITY COUNCIL AGENDA
October 5, 2021

ITEM/SUBJECT: Resolution to accept the written offer as presented for 1 Trustee parcel and authorizing execution of the Quitclaim Deed to convey title to Isaiah Hall for 1307 33rd St.

INITIATING DEPT: Property Administration

STRATEGIC GOAL: Accelerate Economic Development

STRATEGIC OBJECTIVE: Support Neighborhood Revitalization

COMMENTARY: : In accordance with Section 272.001 and 253.008 of the Texas Local Government Code, a written offer has been made for the property located at 1307 33rd St. which was struck off on 01/02/2019. The property had a hazardous structure when struck off and has since been demolished.

This item relates to one (1) trustee property:

- 1307 33rd St.. (struck-off value: \$3,334.46, tax appraisal: \$1,000.00, **written offer: \$1,000.00**, Struck off Date: January 02, 2019.)

Staff requests the City Council approve the conveyance of the property above for the offered amount.

To convey the property for less than a minimum bid requires the approval of all three taxing entities.

- August 23, 2021 County Commissioner's Court approved
- September 20, 2021 WFISD School Board approved

The property will be sold "as is" via Quitclaim deed as abstracts, surveys, and title policies are not furnished by the City. The proposed buyer is in good financial standing with the City of Wichita Falls, Wichita County, and the WFISD.

City staff recommends approval of the resolution authorizing the City Manager to execute all necessary documents to facilitate the sale and conveyance of the parcel as described on the attached Request to Purchase list.

☒ **Asst. City Manager**

☒ **Property Administrator**

ASSOCIATED INFORMATION: Resolution, Request to Purchase, and Location Map.

☒ **Budget Office Review:**

☒ **City Attorney Review:**

☒ **City Manager Approval**

Resolution No. _____

**Resolution to accept the written offer as presented for 1 Trustee parcel
and authorizing execution of the Quitclaim Deed to convey title to
Isaiah Hall for 1307 33rd St.**

WHEREAS, the County Commissioners and the WFISD School Board have both
voted to accept the bids as presented; and,

WHEREAS, it is determined to be in the best interest of the public to return this
property to private ownership and put the property back on the tax roll.

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

The City Manager is hereby authorized to execute all necessary documents to
facilitate the sale of 1307 33rd St. to Isaiah Hall for \$1,000.00 as presented and
recommended by staff.

PASSED AND APPROVED this the 5th day of October, 2021.

M A Y O R

ATTEST:

City Clerk

Request to Purchase

1307 33rd Street – Lot 4, Block 11, Hillcrest Addition to the City of Wichita Falls, Wichita County, Texas

Isaiah Hall

Written Offer	\$1,000.00
Judgement Amount	\$3,334.46
Tax Appraisal Value	\$1,000.00
Struck off Date	01/02/2019

AFTER DEMOLITION



LOCATION MAP – 1307 33rd St.



CITY COUNCIL AGENDA
October 5, 2021

ITEM/SUBJECT: Appointments to Boards and Commissions

INITIATING DEPT: City Clerk

STRATEGIC GOAL: N/A

STRATEGIC OBJECTIVE: N/A

COMMENTARY: There is a midterm vacancy on the Library Advisory Board due to recent appointee moving outside City Limits, and a vacancy on the Lake Wichita Revitalization Committee for the Lakeside City Ex-Officio member.

☒ **City Clerk**

ASSOCIATED INFORMATION: Member Rosters

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

LAKE WICHITA REVITALIZATION COMMITTEE

PLACE	NAME	APPOINTED	EXPIRATION	QUALIFICATIONS	DISTRICT
1	Tim Brewer	11/06/2018	07/31/2027	City Council Rep.	4
2	Crystal Byrd	10/20/2020 12/15/2020	12/31/2027	Park Board Rep.	4
3	Kendrick Jones	08/01/2017 11/07/2017	07/31/2027	CWF Rep.	3
4	John Strenski	07/20/2021	07/31/2027	Lakeside City Rep.	
5	Matt Marrs	01/19/2021	07/31/2027	CWF Rep.	3
6	Eve Montgomery	10/16/2018	07/31/2027	CWF Rep.	3
7	Stephen Garner	12/15/2020	12/31/2027	CWF Rep.	
8	David Coleman, Chair	02/19/2019 11/05/2019	07/31/2027	CWF Rep. (moved from Alt. 11/5/19)	3
9	Wilson "Ford" Swanson	07/07/2015 11/07/2017	07/31/2027	CWF Rep.	1
10	Vacant		07/31/2027	Lakeside City Ex-Officio	
11	Jeremy Garza	10/20/2020	07/31/2027	Voting Alternate	
12	Sharon Roach	07/07/2020	07/31/2027	Voting Alternate	4
13	Alicia Castillo	10/20/2020	07/31/2027	Gold Star Family Member Ex-Officio	2

Current applicant: Alison Sanders

LIBRARY ADVISORY BOARD

PLACE	NAME	APPOINTED	EXPIRATION	QUALIFICATIONS	DISTRICT
1	Kym Acuna	10/04/2016 06/18/2019	07/31/2022		1
2	Jim Sernoe	10/04/2016 06/18/2019	07/31/2022		4
3	Vacant		07/31/2024		
4	Daniel Juarez	07/07/2020	07/31/2023		3
5	Katherine Love	07/07/2020	07/31/2023		3
6	Emily Adams	07/31/2018 07/20/2021	07/31/2024		3
7	Suhua Huang	07/05/2017 07/31/2018 07/20/2021	07/31/2024		3
8	Dena Webb	12/03/2019	07/31/2022		4
9	Emily Reeves	10/04/2016 07/05/2017 07/07/2020	07/31/2023		1
	Alan Martin			Non-voting ex officio, President Friends of the Library	
	Jana Hausburg			Non-voting ex officio, Library Administrator	

Current applicants: Kristen Garrison, Larri Jean Jacoby, Jane Ketcham