

## City of Wichita Falls City Council Agenda



Stephen Santellana, Mayor  
Bobby Whiteley, Mayor Pro Tem/At Large  
Michael Smith, District 1  
Larry Nelson, District 2  
Jeff Browning, District 3  
Tim Brewer, District 4  
Steve Jackson, District 5



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

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**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 4, 2022, Beginning At 8:30 A.M.**

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

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

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**Item #**

1. Call to Order
2. (a) Invocation: Reverend John McLarty  
First United Methodist Church
- (b) Pledge of Allegiance
3. Presentations
  - (a) Employee of the month - Charlene Carey, Recreation
  - (b) Proclamation – Domestic Violence Awareness, First Step, Inc.
  - (c) Proclamation – National Arts and Humanities Month, Wichita Falls Alliance for Arts & Culture
  - (d) Proclamation - Financial Aid Awareness, Zavala & Café con Leche

## **CONSENT AGENDA**

4. Approval of minutes of the September 20, 2022 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, Number 23SJFATX039000, with the U.S. Geological Survey for \$86,463.00
  - (b) Resolution authorizing the purchase of one (1) Automated Side Loader through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$357,932.00, one (1) Automated Side Loader through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$368,353.00 and one (1) Automated Side Loader Crane Carrier Chassis LET2-46 through the BuyBoard Purchasing Cooperative from Bond Equipment Company, Inc. in the amount of \$207,724.00 and Labrie Automated Right Hand 31 CY ASL through the BuyBoard Purchasing Cooperative from Reliance Truck & Equipment in the amount of \$177,252.24
  - (c) Resolution authorizing the purchase of one (1) Front Loader through the TIPS Purchasing Cooperative from Ved Heritage Properties, Ltd. dba Volvo & Mack Trucks of Waco in the amount of \$335,400.00
  - (d) Resolution authorizing the purchase of one (1) Commercial Side Loader through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$289,847.00
  - (e) Resolution approving extension of the contract for operation and maintenance of jointly owned lake and canal systems by the City of Wichita Falls and the Wichita County Water Improvement District No. 2 in the amount of \$290,124.00
6. Receive Minutes
  - (a) Planning & Zoning Commission, August 10, 2022

## **REGULAR AGENDA**

### **7. Public Hearings & Ordinances**

- (a) Conduct a public hearing and take action on an ordinance to rezone +/- 4.11 acres of land located at 4413, 4415, & 4419 Sisk Road (G. Tompkins Addition, Lots 1, 2, & 3) from Light Industrial (LI) to Single Family 2 (SF-2)
  - i. Public Hearing
  - ii. Take Action
- (b) Conduct a public hearing and take action on an ordinance granting franchises for ambulance service to American Medical Response Ambulance Service, Inc. and Transtar Inc.
  - i. Public Hearing
  - ii. Take Action
- (c) Ordinance making an appropriation to the Special Revenue Fund for the Tuberculosis Prevention and Control Program Federal in the amount of \$16,052 received from the Department of State Health Services and authorizing the City Manager to execute contract accepting same
- (d) Ordinance accepting funds in the amount of \$421,136.36 received from the FY 2021 Assistance to Firefighters Grant (AFG) and authorizing the City Manager to execute contracts and other documents related thereto
- (e) Ordinance modifying the appropriations in the Sanitation Fund budget for the 2022-23 fiscal year to allocate \$347,840.57 from Sanitation fund balance for the purchase of the Landfill Compactor through the Sourcewell Cooperative Purchasing from Yellowhouse Machinery Co. John Deere in the amount of \$1,420,840.57, and declaring an emergency

### **8. Resolutions**

- (a) Resolution appropriating a total of \$173,800 of American Rescue Plan (ARPA) Funding for renovation of 2 restrooms located at the Health District
- (b) Resolution appropriating a total of \$250,000 of American Rescue Plan (ARPA) Funding to the Arts Community through the Wichita Falls Alliance for Arts and Culture in compliance with all federal, state and local rules and requirements for use of the funds
- (c) Resolution appropriating a total of \$1,500,000 of American Rescue Plan (ARPA) funding to support grants to local Nonprofit Organizations
- (d) A Resolution of the City of Wichita Falls, Texas, authorizing the City Manager to execute a professional services contract with McKool Smith,

P.C., Ashcroft Sutton Reyes LLC, and Korein Tillery LLC for legal services on a contingent fee basis for collection of unpaid franchise fees subject to approval by the Office of the Attorney General

- (e) A Resolution of the City of Wichita Falls, Texas, finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") application to change rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel
  - (f) Resolution authorizing the purchase of one (1) Tymco Model 600 Regenerative Air Sweeper through the Houston-Galveston Area Cooperative (H-GAC) from Tymco, Inc. in the amount of \$327,260.00
9. Other Council Matters  
Announcements concerning items of community interest from members of the City Council. No action will be taken or discussed.
10. 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.
11. Executive Sessions  
  
Executive Session in accordance with Texas Government Code §551.071, consultation with attorney on matter involving pending or contemplated litigation or other matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act (including, but not limited to, legal issues related to Oncor and On-line streaming companies).
12. Adjourn

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**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.**

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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 28<sup>th</sup> day of September, 2022 at 4:00 o'clock p.m.

  
\_\_\_\_\_  
City Clerk

I certify that the above notice of meeting was posted on the City of Wichita Falls website on September 30, 2022 at 5:08 p.m.

  
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City Clerk

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**CITY COUNCIL AGENDA**  
**October 4, 2022**

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**ITEM/SUBJECT:** Employee of the month.

**INITIATING DEPT:** Recreation

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**NAME:** Charlene Carey

**DEPARTMENT:** Recreation

**HIRE DATE:** June 7, 2021

**PRESENT POSITION:** Recreation Program Coordinator

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

☒ **Director of Human Resources**

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☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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City of Wichita Falls  
City Council Meeting  
Minutes  
September 20, 2022



**Item 1 - Call to Order**

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

Stephen Santellana	-	Mayor
Bobby Whiteley	-	Mayor Pro Tem/At-Large
Tim Brewer	-	Councilors
Steve Jackson	-	
Larry Nelson	-	
Michael Smith	-	
Darron Leiker	-	City Manager
Kinley Heggland	-	City Attorney
Marie Balthrop	-	City Clerk

Absent: Jeff Browning, Councilor District 3

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

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**Item 2a – Invocation**

Pastor Brian Bosworth, Floral Heights United Methodist Church, gave the invocation.

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**Item 2b – Pledge of Allegiance**

Mayor Santellana led the Pledge of Allegiance.

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**Item 3a – Proclamation – National Forensic Week, Wichita Falls Police Department**  
8:32 a.m.

Mayor Santellana read a Proclamation proclaiming September 18-24, 2022, as National Forensic Science Week in Wichita Falls and urged residents to express their appreciation for people, facilities, and technologies that make reliable forensic science possible in our community.

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**Item 3b – Proclamation – Walk to End Alzheimer’s, Alzheimer’s Association**  
8:37 a.m.

Mayor Santellana read a Proclamation proclaiming September 24, 2022 as Wichita Falls Walk to End Alzheimer’s Day in Wichita Falls and welcomed everyone to participate in the largest event held to raise awareness and funds for the care, support, and research, so that one day we can have our first Alzheimer’s survivor.

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**Item 3c – Proclamation – National Hispanic Heritage Month, Wichita Falls Alliance for Arts and Culture and Zavala Hispanic Cultural Initiative**  
8:41 a.m.

Mayor Santellana read a Proclamation proclaiming September 15, 2022, through October 15, 2022, as National Hispanic Heritage Month in Wichita Falls and called upon residents to build a community that is more just and peaceful, and celebrates the culture by taking part in events during this month long celebration. Mayor Santellana recognized the Zavala Hispanic Cultural Initiative, Potencia Projects, and the Mexican American Veterans Association of Wichita Falls, and the Zavala International Dancers performed a dance.

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**Item 3d – Proclamation – Constitution Week, Daughters of the American Revolution**  
8:51 a.m.

Mayor Santellana read a Proclamation proclaiming September 17-23, 2022, as Constitution Week in Wichita Falls and asked citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

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**Item 3e – Professional Firefighters Association Presentation of MDA Award**



8:54 a.m.

Al Vitolo, Wichita Falls Professional Firefighters Association President, presented the MDA Award for collecting the fifth highest amount of money for MDA in Texas and Oklahoma, and thanked the Mayor and Council for allowing Wichita Falls Firefighters to collect for MDA on and off duty. MDA Fill the Boot begins this week and he encouraged citizens to give. Mayor Santellana congratulated them for collecting \$54,708.80 last year and encouraged citizens to give more this year.

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**Item 3f – Texas Commission on Environmental Quality Water Partners: Water Systems Helping Water Systems Award – City of Wichita Falls**

8:56 a.m.

Russell Schreiber, Director of Public Works, recognized the City of Wichita Falls Public Works Utility Division, and congratulated them for receiving the Texas Commission on Environmental Quality Water Partners: Water Systems Helping Water Systems Award. This award recognizes their hard work and dedication for not only keeping the city's water system up and running during Winter Storm Uri but also for assisting other municipal water systems in the area with emergencies, treatment processes, and getting their systems back up and running during the winter storm. Mr. Schreiber thanked the team for all they do on a daily basis to support the City of Wichita Falls and the entire region.

Mayor Santellana expressed his appreciation and gratefulness for the Public Works Utility Division employees and congratulated them on receiving this award.

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**Item 4-5 – Consent Items**

9:02 a.m.

Paul Menzies, Assistant City Manager, gave a briefing on the items listed under the Consent Agenda.

Moved by Councilor Smith to approve the consent agenda.

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

Ayes: Mayor Santellana, Councilors Brewer, Jackson, Nelson, Smith, and Whiteley

Nays: None

**Item 4 – Approval of Minutes of the September 6, 2022, Regular Meeting of the Mayor and City Council**

**Item 5 – Receive Minutes**

- (a) Wichita Falls Economic Development Corporation, June 6, 2022
- (b) Wichita Falls-Wichita County Public Health Board, July 8, 2022
- (c) Lake Wichita Revitalization Committee, August 9, 2022

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**Item 6a – Ordinance 41-2022**

9:03 a.m.

Ordinance reappointing Mike Whalen as Substitute Judge of the Municipal Court for a term of two years.

Moved by Councilor Brewer to approve Ordinance 41-2022.

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

Ayes: Mayor Santellana, Councilors Brewer, Jackson, Nelson, Smith, and Whiteley

Nays: None

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**Item 6b(i) – Public Hearing on an Ordinance to rezone 1304 Trout St. from Single Family-2 (SF-2) to Planned Development – Mixed Use (PUD-MU) zoning district**

9:04 a.m.

Mayor Santellana opened the public hearing at 9:04 a.m.

Terry Floyd, Director of Development Services, discussed the proposed rezoning project timeline and benefits. The project includes redevelopment of the former school building into 15 dwelling units and spaces to support two non-profits, and future Phase II projects. This is an owner initiated rezoning request and it was unanimously approved by the Planning and Zoning Commission, and staff recommends approval.

Mr. Heggland stated that Councilor Nelson does have an ownership interest in this property and he has complied with all state conflict of interest laws, filed an affidavit with the City Clerk prior to the meeting, and will recuse himself from discussion and voting on this item.

Dr. Cinetrea Grace-Williams discussed the proposed project that will include future civic centric services in the area during Phase 1. Services will include the William Masters School of Theology, 619 Productions Arts Center, community room, auditorium, feeding program through Our Father's Kitchen, food pantry, and community garden.

Pastor Kenneth Williams expressed his appreciation for the atmosphere and culture of Wichita Falls. Pastor Williams discussed the first part of Phase II, which would include constructing 14 apartment units that are ADA accessible and have a common area.

Beverly Ellis, 1605 Parkdale, addressed the Council and asked why we are not able to get land from the community to build grocery stores, and why there are no service stations in the area. She expressed concerns with building apartment complexes when what they need in Eastside are houses, and stated she has asked for these things to be considered in the past. She asked the Council to consider development in Eastside, expressed her concerns about the developer's credentials, and expressed concerns about deals being made behind closed doors.

Councilor Jackson asked if Pastor and Dr. Williams are residents of Wichita Falls.

Pastor Williams stated that they are in the process of securing housing in Wichita Falls, but will keep their home in Fort Worth. Their interest is in serving this community to meet the needs of people in Wichita Falls, and he did not believe there was a requirement to be a resident of Wichita Falls to serve the community. He is not aware of any deals being made, but they have worked hard on this project and have not asked for any favors. His wife has served many non-profit communities throughout Texas over the past 20 years and they currently serve in Our Father's Kitchen serving meals six days a week to those in need.

Dr. Cinetrea Grace-Williams addressed the question regarding her credentials and stated that she is a graduate of Texas Women's University, attended LSU, received her Life Coaching Degree, attended a Bible College, is an honorary doctoral recipient for Arts, Letters, and Publications, and has a doctoral degree. She has served communities for many years, was named one of the Great Women of Texas in 2013, and their non-profit has received awards from the City of Fort Worth and other cities. It is an honor to serve others, and she agreed that there is a need for a grocery store, would be honored to help with that need, and is willing to meet with anyone that would like to speak to them.

Mayor Santellana addressed Ms. Ellis' concerns and acknowledged the need for grocery stores and service stations, but does feel that should hinder or stop a different kind of project in the area. He welcomes any type of development on Eastside and welcomes outside interests and investment in our community.

Penny Rhodes, 1706 Avalon Pl., addressed the Council and stated that she is excited about the new development, but agreed with Ms. Ellis and said she has been talking about these needs with the City for many years. There are certain things the city can do

to entice businesses, and even before Vision 20/20, Wichita Falls hired a consultant that said development in downtown and Eastside had to be done. Affordable housing is needed to help citizens in Eastside become homeowners and beat the cycle of poverty. The need for a grocery store has been discussed for years, and maybe the City can piggyback off this project to bring other development in the area. Ms. Rhodes recognized former City Councilor, DeAndra Chenault for helping get the Dollar Store built in Eastside.

Mayor Santellana closed the public hearing at 9:23 a.m.

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**Item 6b(ii) – Ordinance 42-2022**

9:24 a.m.

Ordinance to rezone 1304 Trout St. (+/- 1.98 Acres out of Block 5, J.A. Scott Survey, No. 12, Abstract 269) and 1400 Trout St. (+/- 5.34 Acres out of Block 6, J.A. Scott Survey, No. 12, Abstract 269), from Single Family-2 (SF-2) to Planned Unit Development - Mixed Use (PUD-MU) zoning district to allow for civic centric development offering community social services and housing.

Moved by Councilor Brewer to approve Ordinance 42-2022.

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

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

Nays: Councilor Jackson

Councilor Nelson recused himself from voting this item.

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**Item 6c(i) – Public Hearing on an Ordinance to rezone 1811 E. Central Fwy., 1825 E. Central Fwy., and 0 E. Central Fwy from General Commercial to Light Industrial zoning district.**

9:25 a.m.

Mayor Santellana opened the public hearing at 9:25 a.m.

Mr. Floyd discussed the proposed rezone project timeline and benefits of the project that would allow for the development of a heavy equipment sales and service center. This project was unanimously approved by the Planning and Zoning Commission and staff recommends approval.

Steve Lin, CDS Muery, thanked the Council for their consideration, thanked staff for their assistance, and discussed the proposed project. The current plan is to develop the front portion of the building first, which will be a showroom and office space.

Mayor Santellana asked how far they are along in the project, and Mr. Linn stated they are in the design phase and hope to submit plans to Development Services in October.

Mayor Santellana closed the public hearing at 9:33 a.m.

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**Item 6c(ii) – Ordinance 43-2022**

9:33 a.m.

Ordinance to rezone 1811 E. Central Fwy. (Lot 2, Block 1, Knox Addition), 1825 E. Central Fwy. (14.54 Acres of Block 16, Kemp & Newby Subdivision of DCSL A-33) and 0 E. Central Fwy. (10 Acres out of Lot 1, Block 1, Knox Addition) from General Commercial (GC) to Light Industrial (LI) zoning district and amend the Land Use Plan from Commercial to Light Industrial to allow for the development of a heavy equipment sales and service center.

Moved by Councilor Brewer to approve Ordinance 43-2022.

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

Ayes: Mayor Santellana, Councilors Brewer, Jackson, Nelson, Smith, and Whiteley

Nays: None

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Mayor Santellana moved to Item 7(a)

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**Item 7(a) – Resolution 110-2022**

9:35 a.m.

Resolution appropriating a total of \$100,000 of American Rescue Plan (ARPA) Funding to the City's General Fund for a funding allocation to the Helen Farabee Centers for mental health and substance abuse services.

Moved by Councilor Jackson to approve Resolution 110-2022.

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

Ayes: Mayor Santellana, Councilors Brewer, Jackson, Nelson, Smith, and Whiteley

Nays: None

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**Item 7b – Resolution 111-2022**

9:36 a.m.

Resolution authorizing the City Manager to enter into a Master Services Agreement with HCH Enterprises Corp dba HCH Enterprises Corp providing professional services related to training for program management and administration of the City's American Rescue Plan Act (ARPA) funding plan in accordance with the U.S. Treasury State and Local Fiscal Recovery Fund (SLFRF) rules.

Moved by Councilor Brewer to approve Resolution 111-2022.

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

Ayes: Mayor Santellana, Councilors Brewer, Jackson, Nelson, Smith, and Whiteley

Nays: None

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**Item 7c – Resolution 112-2022**

9:38 a.m.

Resolution authorizing the City Manager to execute all documents necessary to purchase replacement lockers, including installation, for Fire Stations 1, 2, 4, and 6 from Gear Grid, Inc. in the amount of \$54,953.00 and appropriating American Rescue Plan Act (ARPA) funds for such

Moved by Councilor Brewer to approve Resolution 112-2022.

Motion seconded by Councilor Jackson and carried by the following vote.

Ayes: Mayor Santellana, Councilors Brewer, Jackson, Nelson, Smith, and Whiteley

Nays: None

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**Item 7d – Resolution 113-2022**

9:47 a.m.

Resolution authorizing the City Manager to execute all documents necessary to purchase fifty (50) sets of personal protection equipment (PPE) from Casco Industries in the amount of \$142,050.00 and appropriating American Rescue Plan Act (ARPA) funds for such.

Moved by Councilor Whiteley to approve Resolution 113-2022.

Motion seconded by Councilor Brewer and carried by the following vote.

Ayes: Mayor Santellana, Councilors Brewer, Jackson, Nelson, Smith, and Whiteley

Nays: None

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**Item 7e – Resolution 114-2022**

9:53 a.m.

Resolution authorizing the City Manager to approve Change Order No. 2 for the 2022 Asphalt Rehabilitation Project to Freeman Paving, LLC in the amount of \$149,875.00.

Moved by Councilor Brewer to approve Resolution 114-2022.

Motion seconded by Councilor Jackson and carried by the following vote.

Ayes: Mayor Santellana, Councilors Brewer, Jackson, Nelson, Smith, and Whiteley

Nays: None

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**Item 7f – Resolution 115-2022**

9:56 a.m.

Resolution of the City of Wichita Falls authorizing and approving the reappointments of individuals to the Board of Directors of the Nortex Housing Finance Corporation.

Moved by Councilor Whiteley to approve Resolution 115-2022.

Motion seconded by Councilor Brewer and carried by the following vote.

Ayes: Mayor Santellana, Councilors Brewer, Jackson, Nelson, Smith, and Whiteley

Nays: None

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**Item 7g – Resolution 116-2022**

9:57 a.m.

Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC) Budget for Fiscal Year 2022-23.

Moved by Councilor Brewer to approve Resolution 116-2022.

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

Ayes: Mayor Santellana, Councilors Brewer, Nelson, Smith, and Whiteley

Nays: Councilor Jackson

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**Item 7h – Resolution 117-2022**

10:06 a.m.

Resolution authorizing the City Manager to execute all documents necessary and to appropriate American Rescue Plan (ARPA) funds for the purchase and installation of synthetic turf on the four (4) north fields at the Wichita Falls Sports Complex by Hellas Construction, Inc. in the amount of \$3,300,000.

Moved by Councilor Jackson to approve Resolution 117-2022.

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

Ayes: Mayor Santellana, Councilors Brewer, Jackson, Nelson, Smith, and Whiteley

Nays: None

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Mayor Santellana returned to item 6d

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**Item 6d(i) – Public Hearing on an Ordinance finding certain buildings and/or structures to be dangerous.**

10:14 a.m.



Mayor Santellana opened the public hearing at 10:14 a.m.

Mr. Floyd, addressed the council and discussed the dangerous structure criteria, demolition process, notice timeline, and presented the following dangerous structures for demolition:

2001 11<sup>th</sup> St., main structure – Date of notice April 26, 2022, and there were no public comments.

1514 15<sup>th</sup> St., main structure – Date of notice April 22, 2022 and there were no public comments.

1516 15<sup>th</sup> St., main structure – Date of notice July 8, 2022 and there were no public comments.

1209 21<sup>st</sup> St., main structure – Date of notice June 21, 2022. Cassandra Castro, P.O. Box 664, and her fiancé addressed the Council and stated that they purchased this property together and would like to restore the property. There has been little progress due to recent high temperatures. Rita Miller discussed the fire that happened in 2018, and stated that since the property is not owner occupied, a contractor would have to be hired to complete the work, and if a restoration permit were granted the owners would have 90 days to have substantial completion of the restoration. There was brief discussion regarding the timeline and required resources. Ms. Miller stated that with a restoration permit the property stays on the list and if substantial completion is not met in 90 days the property would move forward on the demolition list.

1412 Bluff St., main structure – Date of notice April 25, 2022, and there were no public comments.

4430 Burkburnett Rd., main structure – Date of notice April 22, 2022, and there were no public comments.

600 Burnett St., main structure – Date of notice May 19, 2022. Rex Hendrix, 1707 Hayes, addressed the Council and stated that this building has a lot of potential, has been cleaned up and secured, and he had a buyer interested in putting in a cabinet shop until Code Enforcement placed the building on the demo list. There was brief discussion about the repairs needed and the 90 day timeline. Cody Melton, Fire Marshall, noted a permit has not been issued for work at this location, there was a fire in this building, and since the building is over 2500 sq. foot a sprinkler system will be required for a commercial business. Ms. Miller encouraged the potential buyer to schedule a predevelopment meeting before moving forward.

404 Dallas St., main structure – Date of notice April 25, 2022. This property has an active demolition permit, but staff recommends keeping this property on the list. There were no public comments.

1610 Enterprise St., main structure – Date of notice April 25, 2022. A roofing permit was recently issued for this property. Jose Garcia, 1450 44<sup>th</sup> Street, addressed the Council and stated that he is currently accessing the roof to see if the building is worth saving.

2915 Kessler Blvd., main structure – Date of notice May 5, 2022, and there were no public comments.

811 Linda Ln., main structure – Date of notice April 28, 2022, and there were no public comments.

1220 Redwood Ave., main structure – Date of notice April 25, 2022, and there were no public comments.

916 E. Scott St., main structure – Date of notice May 5, 2022, and there were no public comments.

Mayor Santellana closed the public hearing at 11:04 a.m.

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**Item 6d(ii) – Ordinance 44-2022**

11:04 a.m.

Ordinance finding certain buildings and/or structures to be dangerous; requiring property owners to demolish said buildings and/or structures within thirty (30) days of the date of this ordinance and declaring an emergency and immediate effective date.

Moved by Councilor Jackson to approve Ordinance 44-2022 and allow 1209 21<sup>st</sup>, 600 Burnett St., and 1610 Enterprise to obtain a restoration permit.

Motion seconded by Councilor Brewer and carried by the following vote.

Ayes: Mayor Santellana, Councilors Brewer, Jackson, Nelson, Smith, and Whiteley

Nays: None

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**Item 8a – Announcements concerning items of community interest from members of the City Council. No action will be taken or discussed.**

11:06 a.m.

Councilor Jackson stated that he appreciated the consideration to allow a 90-day extension for the three structures, especially for the young couple and the possible cabinet shop that would bring business downtown. He thanked everyone for attending, and being here for all of the proclamations, and encouraged citizens to get out and vote.

Councilor Whiteley stated that he appreciates the Firefighters and the MDA award presented to the City Council, and encouraged everyone to support the MDA Fill the Boot campaign. He discussed the money appropriated for the bunker gear this morning being a big deal as cancer is the leading cause of death in firefighters across the nation. Carcinogens resulting from a fire are now more dangerous to firefighters than entering a burning building. In reference to the demolition properties, he stated that less than 1% of people that ask for a restoration permit actually complete the project. The Council is not against restoration, but past history has shown that these projects are hard to complete.

Councilor Nelson enjoyed the carnival and thanked the MPEC for opening a concession stand when the carnival concession stands ran out of food. The carnival was very secure and he appreciated that, and feels like the MPEC is a better location than Sikes Senter. He thanked Blake Jurecek for the work on the baseball fields and asked for repairs to the concession stands at the sports complex.

Councilor Jackson supported comments made by Councilor Whiteley regarding the MDA campaign, keeping fire gear clean to prevent cancer, and expressed his thanks to Fire Department for all they do for our community.

Mayor Santellana recognized and welcomed four MSU students that attended the entire Council meeting.

Councilor Smith reminded everyone of the recent Police Academy graduation where 13 new officers graduated, and stated it was a well-attended and inspiring event.

- - - - -

**Item 9 – Comments from the Public to Members of the City Council Concerning Items That Are Not on the City Council Agenda**

10:35 a.m.

Beverly Ellis, 1605 Parkdale, addressed the Council and stated she is very glad to be back in Wichita Falls and at the City Council meetings. She thanked the Council for allowing time for the young couple to restore their property and become taxpaying homeowners, and she thanked the Firefighters for watching out for our citizens. She was very happy to see the Zavala dancers and she looks forward to seeing them again at the October 8, 2022, Senior Expo. The 12<sup>th</sup> Annual Senior Expo will be at the Stone Palace, 1211 Indiana, from 9-2 on October 8, 2022. The Senior Benefit Resource Group is asking for assistance to identify resources available, and there will be 20-30 Vendors on sight to provide information to senior citizens and disabled adults. Ms. Ellis thanked the members

of the U.S. Army as she is a veteran, and she thanked the MSU students that attended today.

- - - - -

### **Item 10 – Executive Session**

City Council adjourned into Executive Session at 11:19 a.m. in accordance with Texas Government Code §551.74.

City Council reconvened at 11:31 a.m.

Mayor Santellana reconvened in open session and announced that no votes or polls were taken.

- - - - -

### **Item 11 – Appointments to Boards and Commissions**

11:02 a.m.

Moved by Councilor Smith to reappoint Darron Leiker to Place 1 on the **Type A Wichita Falls Economic Development Corporation** with a term to expire 09/30/2025.

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

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

Nays: Councilor Jackson

- - - - -

Moved by Councilor Smith to appoint Kari Shaw to Place 3 on the **Lake Wichita Revitalization Committee** with a term to expire 07/31/2027.

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

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

Nays: None

- - - - -

### **Item 12 –Adjourn**

Mayor Santellana adjourned the meeting at 11:34 a.m.

PASSED AND APPROVED this 4<sup>th</sup> day of October 2022.

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Stephen Santellana, Mayor

ATTEST:

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Marie Balthrop, TRMC, MMC  
City Clerk

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**CITY COUNCIL AGENDA**  
**October 4, 2022**

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**ITEM/SUBJECT:** Resolution authorizing the City Manager to execute the Joint Funding Agreement for Water Resources Investigations, Number 23SJJFATX039000, with the U.S. Geological Survey for \$86,463.00.

**INITIATING DEPT:** Public Works

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**STRATEGIC GOAL:** Provide Adequate Infrastructure

**STRATEGIC OBJECTIVE:** Complete Public Improvements Projects

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**COMMENTARY:** For 33 years, the City of Wichita Falls has participated in funding existing gauging stations operated and maintained by the U.S. Geological Survey (USGS). 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 2022-2023 is \$113,880.00. The City will fund \$86,463.00 for the annual operations and maintenance costs with the USGS funding \$27,417.00.

Funding for this agreement is budgeted from two funding sources; Water/Sewer Fund and Stormwater Utility Fund in the amount of \$86,463.00. Staff recommends approving

the Joint Funding Agreement with the USGS in the amount of \$86,463.00 for the annual maintenance and operations of nine gauging stations.

☒ Director of Public Works

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**ASSOCIATED INFORMATION:** Resolution, Agreement, and Location Map

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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Resolution No. \_\_\_\_\_

**Resolution authorizing the City Manager to execute the Joint Funding Agreement for Water Resources Investigations, Number 23SJFATX039000, with the U.S. Geological Survey for \$86,463.00**

WHEREAS, the City of Wichita Falls desires to enter into 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 \$86,463.00.

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 **23SJFATX039000**, with the U.S. Geological Survey is approved in the total amount of \$86,463.00, 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 4th day of October, 2022.

\_\_\_\_\_  
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 #: 23SJFATX039000  
Project #: SJ009ME  
TIN #: 75-6000714

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2022, 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, 2022 to September 30, 2023
- (b) \$86,463 by the party of the second part during the period  
October 1, 2022 to September 30, 2023
- (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 #: 235JJFATX039000  
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

**TIMOTHY RAINES**  
Digitally signed by  
TIMOTHY RAINES  
Date: 2022.07.07  
14:00:40 -05'00'  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Timothy H. Raines  
Title: Director

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

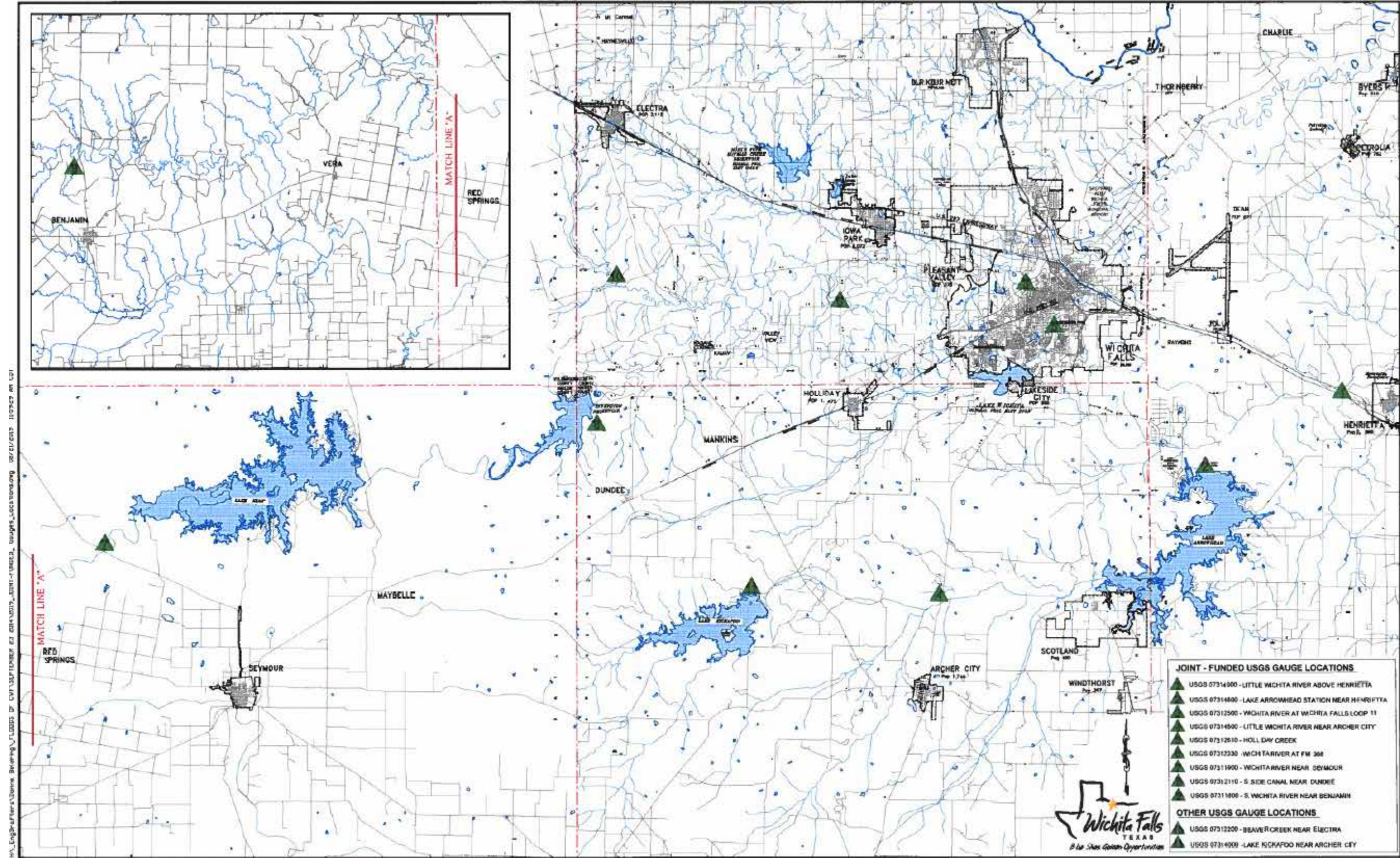
**City of Wichita Falls**  
**23SJFATX039000**

Station Number	Description	Code	No. Units	Diff. Factor	USGS Funds	City of Wichita Falls Funds	Total Cost
<b>001: SURFACE WATER</b>							
07311800	S Wichita Rv nr Benjamin, TX Full Range Streamflow Station (USACE Tulsa funds \$5200)	QCONT	0.68	1	\$5,400	\$5,700	\$11,100
Site Totals:					\$5,400	\$5,700	\$11,100
07311900	Wichita River near Seymour, TX Full Range Streamflow Station (USACE Tulsa funds \$5200)	QCONT	0.68	1	\$3,000	\$8,100	\$11,100
Site Totals:					\$3,000	\$8,100	\$11,100
07312109	Diversion Lake near Dundee, TX Reservoir Stage Only (USACE Tulsa funds \$3835)	RES-E	0.37	0.9	\$1,037	\$1,203	\$2,240
Site Totals:					\$1,037	\$1,203	\$2,240
07312330	Wichita Rv at FM 368 nr Iowa Park, TX Stage, Continuous	STGCONT	1	1	\$0	\$7,800	\$7,800
Site Totals:					\$0	\$7,800	\$7,800
07312610	Holliday Ck at Wichita Falls, TX Full Range Streamflow Station	QCONT	1	1	\$0	\$16,300	\$16,300
Site Totals:					\$0	\$16,300	\$16,300
07314500	Little Wichita River near Archer City, TX Full Range Streamflow Station	QCONT	1	1	\$5,885	\$10,415	\$16,300
Site Totals:					\$5,885	\$10,415	\$16,300
07314800	Lake Arrowhead near Henrietta, TX Reservoir Stage Only	RES-E	1	1	\$410	\$6,340	\$6,750
Site Totals:					\$410	\$6,340	\$6,750
07314900	Little Wichita River above Henrietta, TX Full Range Streamflow Station	QCONT	1	1	\$5,885	\$10,415	\$16,300
Site Totals:					\$5,885	\$10,415	\$16,300
<b>SURFACE WATER TOTAL</b>					<b>\$21,617</b>	<b>\$66,273</b>	<b>\$87,890</b>
<b>003: WATER QUALITY</b>							
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 San	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
<b>WATER QUALITY TOTAL</b>					<b>\$5,800</b>	<b>\$20,190</b>	<b>\$25,990</b>

PROJECT	CITY OF WICHITA		TOTAL COST
	USGS FUNDS	FALLS FUNDS	
SURFACE WATER: 00180	\$21,617	\$66,273	\$87,890
WATER QUALITY: 00380	\$5,800	\$20,190	\$25,990
PROJECT TOTAL	<u>\$27,417</u>	<u>\$86,463</u>	<u>\$113,880</u>



USGS AND CITY GAUGES



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**CITY COUNCIL AGENDA  
OCTOBER 4, 2022**

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**ITEM/SUBJECT:** Resolution authorizing the purchase of one (1) Automated Side Loader through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$357,932.00, one (1) Automated Side Loader through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$368,353.00 and one (1) Automated Side Loader Crane Carrier Chassis LET2-46 through the BuyBoard Purchasing Cooperative from Bond Equipment Company, Inc. in the amount of \$207,724.00 and Labrie Automated Right Hand 31 CY ASL through the BuyBoard Purchasing Cooperative from Reliance Truck & Equipment in the amount of \$177,252.24.

**INITIATING DEPT:** Public Works

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**STRATEGIC GOAL:** Efficiently Deliver City Services

**STRATEGIC OBJECTIVE:** N/A

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**COMMENTARY:** The Sanitation Division annually replaces three Automated Side Loaders (ASL) based on the age of the vehicle, mileage, and maintenance expenses. The ASLs are used for curbside solid waste collection. For FY22-23, the available cab and chassis production has been very limited. Bruckner Truck Sales, Inc. was able to locate a 2023 Mack model that will be available in May 2023 and allocate a 2024 Mack model set to build summer of 2023. Each ASL is comprised of a Mack LR64 cab and chassis from Bruckner Truck Sales, Inc. and a Labrie Automated Right Hand 31 CY Automated Sideloader for the unit cost of \$357,932.00 and \$368,353.00, respectively. The difference in price is based on the year manufactured. Unfortunately, Mack did not have any remaining chassis's available. Therefore, Staff investigated and recommends the purchase of a Crane Carrier LET2-46 with a Labrie Automated Right Hand 31 CY Automated Sideloader for the unit cost of \$384,976.24. The three (3) ASLs are within the budgeted allocation for Collections equipment replacements in FY22-23.

*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.*

The Sanitation Division budgeted \$1,780,523 for the purchases of 5 solid waste collection vehicles. The total cost for all 5 is less than the total budget amount. Staff recommends award for the purchase of three (3) turnkey automated side loaders through the H-GAC and BuyBoard Purchasing Cooperatives in the amount of \$1,111,261.24.

☒ **Director of Public Works**

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**ASSOCIATED INFORMATION:** Resolution, Quotes

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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**Resolution No. \_\_\_\_\_**

**Resolution authorizing the purchase of one (1) Automated Side Loader through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$357,932.00, one (1) Automated Side Loader through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$368,353.00 and one (1) Automated Side Loader Crane Carrier Chassis LET2-46 through the BuyBoard Purchasing Cooperative from Bond Equipment Company, Inc. in the amount of \$207,724.00 and Labrie Automated Right Hand 31 CY ASL through the BuyBoard Purchasing Cooperative from Reliance Truck & Equipment in the amount of \$177,252.24**

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 Bruckner Truck Sales, Inc. is offering two (2) turnkey Automated Side Loaders through H-GAC Purchasing Cooperatives comprised of the Mack LR64 cab and chassis from Bruckner Truck Sales, Inc. and the Labrie Automated Right Hand 31 CY Automated Sideloader, and it is in the best interest to purchase equipment in accordance with the Cooperative Purchasing Programs; and

WHEREAS, the City Council finds that Bond Equipment Company, Inc. is offering one (1) Crane Carrier LET2-46 cab and chassis through BuyBoard Purchasing Cooperatives and Reliance Truck & Equipment is offering one (1) Labrie Automated Right Hand 31 CY Automated Sideloader through BuyBoard Purchasing Cooperatives, and it is in the best interest to purchase equipment in accordance with the Cooperative Purchasing Programs.

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

City Staff is authorized to execute all documents necessary to purchase three (3) turnkey automated side loaders through the H-GAC and BuyBoard Purchasing Cooperatives in the amount of \$1,111,261.24.



PASSED AND APPROVED this the 4th day of October, 2022.

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M A Y O R

ATTEST:

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City Clerk

REPLACING:

DEPARTMENT	UNIT	YEAR	MAKE	MODEL	MILEAGE
SANITATION	1153	2018	Mack	LR613	47,747
SANITATION	1155	2018	Mack	LR613	54,641
SANITATION	1162	2017	Mack	LR613	67,363





## Bruckner Truck Sales, Inc. Retail Proposal

Date: August 30, 2022

CUSTOMER INFORMATION	
Name:	City of Wichita Falls
Name:	
Address:	
CSZ:	Wichita Falls, TX 76301
Phone:	Cell:
Fax:	Contact: Teresa Rose
Email:	teresa.rose@wichitafallstx.gov

EQUIPMENT INFORMATION	
Stock #:	UNITID
Year:	2023 BODY Labrie ASL
Make:	Mack
Model:	LR64
VIN:	
Salesperson:	Josh Phillips

EQUIPMENT SPECIFICATIONS			
Engine Make:	Mack MP7-355A	Wheelbase:	221"
Horsepower:	355hp w/ 1350 Lb-ft Torque	Frame:	9.5mm Steel w/ 2,037,600 Lb-in RBM
Engine Brake:	Yes - Mack Powerleash For MP7	Interior Trim:	Standard LR Gray Trim
Transmission:	Allison 4500-RDS - 6-Spd Automatic	Wheels Front:	Accuride White Powder Coated Steel
Front Axle:	Mack FXL20 - 20,000#	Wheels Rear:	Accuride White Powder Coated Steel
Rear Axle:	Mack S462R - 46,000#	Tire Size:	315/80R22.5 & 11R22.5
Rear Suspension:	Mack mRide46 - 46,000# Parabolic 3-Leaf	Tire Front:	Michelin XZUS2
Ratio:	5.31	Tire Rear:	Michelin XDN2

Chassis Includes the Following Local Extras:

New Truck Prep - Includes \$100 Fowl, Bruckner Flaps, Bruckner Floor Mats, Truck Wash & Int Detail, & All Local Extras.	Truck Is Scheduled To Complete At Factory Mack In December Before Going To Labrie For Body Install.
Labrie Automizer RH Load ASL Installed	FOB: City of WF - Central Services Garage
Upgrade HP From 325hp To 355HP	
Quoted Price Is Subject To Change If Mack Has Any Additional Material Surcharges Prior To Build. Customer Will Have The Right To Cancel Their Order With No Additional Penalty Incurred At The Time Of Notification Of Increase	Purchased Using Bruckner's HGAC Contract #HT06-20. HGAC Fee Included.

		Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	
Allowances:			
VIN:			
Year:			
Make:			
Model:			
Payoff:			
Quantity		Price before TAX	
OTHER CHARGES:			
Title, and License Fees (Estimated):		-	-
Purchase Coverage Type: _____		-	-
Insurance Type: _____		-	-
Dealer Inventory Tax and Doc Fees:		300.00	-
Cash Down Payment:			
TOTAL:		\$357,932.00	

Dealer Signature: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

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

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

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.



## Bruckner Truck Sales, Inc. Retail Proposal

Date: August 26, 2022

CUSTOMER INFORMATION	
Name:	City of Wichita Falls
Name:	
Address:	PO Bo1431
CSZ:	Wichita Falls, TX 76307
Phone:	940-761-7931 Cell: 940-631-5549
Fax:	Contact: Teresa Rose
Email:	teresa.rose@wichitafallstx.gov

EQUIPMENT INFORMATION	
Stock #:	Ordered UNITID
Year:	2024 BODY Labrie ASL
Make:	Mack
Model:	LR64
VIN:	
Salesperson:	Josh Phillips

EQUIPMENT SPECIFICATIONS			
Engine Make:	Mack MP7-355A	Wheelbase:	210" w/ 185" Clear CT
Horsepower:	355hp w/ 1260 Lb-ft Torque	Frame:	9.5mm Steel w/ 2,037,000 Lb-in RBM
Engine Brake:	Yes - Mack Powerleash For MP7	Interior Trim:	LR Gray
Transmission:	Allison 4500RDS - 6-Spd Automatic	Wheels Front:	Accuride Steel Powder Coated White
Front Axle:	Mack FXL20 - 20,000#	Wheels Rear:	Accuride Steel Powder Coated White
Rear Axle:	Mack S462R - 46,000#	Tire Size:	315/80R22.5
Rear Suspension:	Mack SS46 - 46,000# Camelback	Tire Front:	Bridgestone M870
Ratio:	4.50	Tire Rear:	Bridgestone M870

Chassis Includes the Following Local Extras:

New Truck Prep - Includes \$100 Fuel, Fill DEF, PDI, & Truck Wash w/ Interior Detail.

Labrie Automizer Right Hand 31CY Automated Side Loader Installed

Reliance Quote: 202200603

FOB: Central Services Garage

Price Is Subject To Change Without Notice If Mack Has Additional Material Surcharges Added. Customer Will Have Option To Cancel Order At Time Of Notification Of Surcharge With No Penalty.

Chassis Will Be Scheduled To Build In The Second Half Of 2023.

Purchased Using Bruckner's HGAC Contract #HT06-20. HGAC Fee Included.

		Each	Multiple Total
Trade-In Information:	Trade 1: Trade 2:	\$368,053.00	
Allowances:		-	
VIN:			
Year:			
Make:			
Model:			
Payoff:			
Quantity	Price before TAX	368,053.00	
OTHER CHARGES:			
Title, and License Fees (Estimated):		-	-
Purchase Coverage	Type: _____	-	-
Insurance	Type: _____	-	-
Dealer Inventory Tax and Doc Fees:		300.00	-
Cash Down Payment:			
<b>TOTAL:</b>		<b>\$368,353.00</b>	

Dealer Signature: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

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

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

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

PRODUCT PURCHASING BASED ON CONTRACT

Customer		City of Wichita Falls		9/22/2022
Product Description	LH Drive	CRANE CARRIER	LET2	
	Ship to			
A. Base Price in Bid/Proposal Number	601-19			\$157,156.00
B. Published Options *itemize each item below)				
Cummins L8-350	3359	315/80 Rear Tires	1707	
Custom DEF tank location	214	Double Frame	3256	
Block Heater	384	Wheel Base 206	855	
Remote Radiator Filler	561	65/6M ABS	638	
Pre Cleaner	504	Dual tone air horn	358	
3-GRP 31 925CCA batteries	160	HTD West coast LH	144	
Flaming River Disconnect W/ light	201	HTD West coast RH	144	
Fuel Tank 80 Gallon	93	LH & RH Spot Mirror	202	
4500 Series Transmission	16583	LH SENTRY Seat	310	
LH & RH Drive	5707	RH SENTRY Seat	310	
D46-170P Axles 5.57	859	2-Way Dash Radio Wiring	103	
Wide Brake Package 8.62	386	White Wheels	171	
Subtotal column 1	29011	Subtotal column 2	8198	
Published Options added to Base Price (Subtotal of Column 1 Column 2 )				\$37,209
C. Subtotal of A+ B				\$194,365
D. Unpublished Options (Itemize each item below: Not to exceed + 25% of Unpublished)				
46000 upgrade	4674			
Adj. Seat Shock RH	346			
Adj Seat Shock LH	346			
Frt Tow Pins	346			
Rear tow loops	475			
Radio off in reverse	228			
23 Adjustment	3924			
Total Column 1	10339	Total Column 2	0	
Unpublished Options added to Base Price (subtotal of Column 1 + 2)				10339
E. Contract Price Adjustment (if any explain)				
F. Total of C +D + E(Not including Buyboard Fee)				\$204,704
G. Quantity Ordered (Units x F)	1 # of Units			204,704
H. Buyboard Fee		400		400
I. Non-Equipment Charges & Credits (ie Ext. Warranty, Trade In, Cost of Factory Trips etc. *Cummins Ext Warranty				0
		*Truck Inspection		0
Subtotal non equipment charges				
J. TOTAL PURCHASE PRICE INCLUDING (G +H +I)				205,104
Bond Equipment Company Inc.	Andy Bond			
2946 Irving Blvd	214-637-0760			
Dallas, TX 75247				

\*Cummins Extended warranty per truck \$2620

\*Truck inspection per person \$1200



9818 Green Road  
Converse, TX 78109

Quote #: 202200603  
Quote Date: 6/26/2022  
Quote Valid Until: 9/11/2022

Prepared By: Trey Stamps  
Phone: (817) 996-0897  
E-Mail: tstamps@jrequip.net

Quote For:  
City of Wichita Falls  
Wade Looney  
Email: wade.looney@wichitafallstx.gov  
Address: 2100 Seymour Highway, Wichita Falls, Texas 76301 United States



BuyBoard Quote - Contract #: 599-19

Equipment	Type	Delivery	Freight	Quote Total Per Unit
Labrie - Automizer Right - Hand 31CY - Stock Unit 2022	Refuse	120 - 180 days		\$177252.24

**Equipment Detail**

Quantity	Equipment Description
1	Automizer Right - Hand
1	Crusher Panel
1	Heavy Duty Arm and Grabber "32 to 95 gal."
1	Grabber counting device: counts number of carts dumped

Quantity	Equipment Description
1	Spill shield: installed behind grabber (Not compatible with AGRA0140)
1	Auxiliary arm controls in-cab: RH-side- (Mini-joystick style)
1	Automatic pump shut off at 50 km/h- 32 mph
1	Back up lights: Qty 2 additional on mid-body rubrails - LED type
1	Back up lights: Qty 2 additional on tailgate position 2/3 - 4" LED type
1	LH-side hopper (1)
1	Lights: amber- alternating- strobing 4" LED in front-of-body - Qty 2 (located in bulkhead except for CNG Behind Cab where it's a on a raised structure)
1	Light: amber strobe 6" Whelen L10 in center of tailgate: in-cab switch - Qty 1
1	Multifunction Lights Package: Multifunction round amber lights (4). Oval center brake light-red- in upper tailgate (1). Round brake lights- red- in upper tailgate light bar (2)
1	RH-side post (3)
1	Work light kit: dual- in-cab single manual switch - LED type
1	Triple Zone Defense cameras (no shutter): (Only model available with DVR monitor). Monitor must be selected separately. Heater. No Shutter
1	Zone Defense 7" color LCD monitor: Included in system base price. Split screen. Touch screen
1	Body floor liner at front-of-body: 0.160" Hardox 450 steel - 48" long
1	Body Side Wall liners: 1/8" x 18" x 24" Hardox 450
1	Clean out tools (broom- hoe and shovel kit including brackets; installed at front-of-body)
1	Fire Extinguisher- 20 lbs (standard position: body curbside unless specified otherwise by regulation)
1	Hopper floor liner: 0.250" Hardox 450 steel
1	Body: 1 Color Urethane Body Paint Included in unit base price. Includes bolt-on parts painted body color
1	CAUTION THIS VEHICLE STOPS AND BACKS FREQUENTLY- 74.5in x 23.5in (black on yellow background)

#### Additional Requests

Quantity	Description
1	Hydraulic Cooler
1	Larger Cleanout Doors and Foldable Ladder
1	Retainer Shark Teeth
1	Wire Braided Rodent Resistant Camera Cables

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**CITY COUNCIL AGENDA**  
**October 4, 2022**

---

**ITEM/SUBJECT:** Resolution authorizing the purchase of one (1) Front Loader through the TIPS Purchasing Cooperative from Ved Heritage Properties, Ltd. dba Volvo & Mack Trucks of Waco in the amount of \$335,400.00.

**INITIATING DEPT:** Public Works

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**STRATEGIC GOAL:** Efficiently Delivery City Services

**STRATEGIC OBJECTIVE:** N/A

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**COMMENTARY:** The Sanitation Division is scheduled to replace one Front End Loader (FSL) in 22-23 budget based on the age of the vehicle, mileage, and maintenance expenses. Sanitation Division will use this unit for front end commercial refuse collection. The Front End Loader will be comprised of Mack TE64R cab and chassis and Labrie Wittke commercial front load through Volvo & Mack of Waco in the total amount of \$335,400.00.

*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.*

The Sanitation Division budgeted \$1,780,523 for the purchases of 5 solid waste collection vehicles. The total cost for all 5 is less than the total budget amount. Therefore, staff recommends the purchase of one (1) turnkey front end loader through the TIPS Purchasing Cooperatives in the amount of \$335,400.00.

☒ **Director of Public Works**

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**ASSOCIATED INFORMATION:** Resolution, Quote

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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Resolution No. \_\_\_\_\_

**Resolution authorizing the purchase of one (1) Front Loader through the TIPS Purchasing Cooperative from Ved Heritage Properties, Ltd. dba Volvo & Mack Trucks of Waco in the amount of \$335,400.00**

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 Volvo & Mack Trucks of Waco is offering one (1) turnkey Front End Loader through the TIPS Purchasing Cooperatives comprised of the Mack TE64R cab and chassis and the Labrie Wittke commercial front loader body, and it is in the best interest to purchase equipment in accordance with the Cooperative Purchasing Programs.

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

City Staff is authorized to execute all documents necessary to purchase one (1) Front Loader through the TIPS Purchasing Cooperatives in the amount of \$335,400.00 from Ved Heritage Properties, Ltd.

PASSED AND APPROVED this the 4th day of October, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

REPLACING:

DEPARTMENT	UNIT	YEAR	MAKE	MODEL	MILEAGE
SANITATION	1109	2009	Mack	MRU613	179,789





Contract Number: 200802 Date: 08-25-2022

Contractor: Volvo & Mack Trucks of Waco

Prepared By: Justin Clark

Phone: (254) 662-0911

Email: jclark@volvomackwaco.com

Fax: (254) 662-0558

Buying Agency:	City of Wichita Falls
Contact Person:	Teresa Rose
Phone:	
Fax:	
Email:	<a href="mailto:teresa.rose@wichitafallstx.com">teresa.rose@wichitafallstx.com</a>

Mack TE64 w/ Wittke Starlight

Quote valid until 10-15-2022

Product Description	Terrapro 64R	PO Number:	
A. Product Item Unit Price			\$155,000
B. Published Options - Itemized Below			
Description	Cost	Description	Cost
MP7 355	\$13,900.00	Locking rear differential	\$7,250.00
Allison 6 speed transmission - 4500 RDS	\$41,700.00	2023 year model price increase	\$7,200.00
20,000 lbs. front axle	\$23,400.00		
46000 mack camelback	\$26,700.00		
13.25"X3.25"X.375" frame	\$14,000.00		
Full frame liner	\$11,900.00		
200-249 inch wheelbase	\$16,900.00	Discount on chassis	-\$148,750.00
PTO	\$8,700.00		
*See attached specs			
		Subtotal From Additional Sheet(s):	
		Subtotal B:	\$22,900.00
C. Body Options & Unpublished Options - Itemized Below			
Description	Cost	Description	Cost
Front Loader	\$158,000.00		
Discount on body	-\$500.00		
*See attached specs			
*Reliance - Wittke Starlight		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$157,500.00
D. Total Cost Before Any Applicable Trade-In/Other Allowances/Discounts (A+B+C)			
Quantity Ordered	1 X Subtotal of A+B+C		
	\$335,400.00	Subtotal D:	\$335,400.00
F. Trade-Ins/Special Discounts/Other Allowances/Freight/Miscellaneous Charges			
Description	Cost	Description	Cost
		Subtotal F:	\$0.00
Delivery Date: Q1/2 2023		G. Total Purchase Price (D+E+F)	\$335,400.00

PLEASE EMAIL A COPY OF THE QUOTE AND PO TO [TIPS@TIPS-USA.COM](mailto:TIPS@TIPS-USA.COM)

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**CITY COUNCIL AGENDA  
OCTOBER 4, 2022**

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**ITEM/SUBJECT:** Resolution authorizing the purchase of one (1) Commercial Side Loader through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$289,847.00.

**INITIATING DEPT:** Public Works

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**STRATEGIC GOAL:** Efficiently Delivery City Services

**STRATEGIC OBJECTIVE:** N/A

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**COMMENTARY:** The Sanitation Division is scheduled to replace one commercial side loader for alley service in 22-23 budget based on the age of the vehicle, mileage, and maintenance expenses. The commercial side loader will be comprised of Mack Terrapro Cabover MRU612 cab and chassis from Bruckner Truck Sales, Inc. and Curb Master RH08-137 Commercial Side Loader body with Eject Unloading from Kann Manufacturing Corporation in the amount of \$289,847.00.

*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.*

The Sanitation Division budgeted \$1,780,523 for the purchases of 5 solid waste collection vehicles. The total cost for all 5 is less than the total budget amount. Therefore, Staff recommends the purchase of one (1) turnkey commercial side loader through H-GAC Purchasing Cooperatives in the amount of \$289,847.00.

☒ **Director of Public Works**

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**ASSOCIATED INFORMATION:** Resolution, Quote

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

---

Resolution No. \_\_\_\_\_

**Resolution authorizing the purchase of one (1) Commercial Side Loader through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$289,847.00**

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 Bruckner Truck Sales, Inc. is offering one (1) turnkey Commercial Side Loader through H-GAC Purchasing Cooperatives comprised of the Mack TE42 cab and chassis from Bruckner Truck Sales, Inc. and the Kann Curb Master RH08-137 Commercial Side Loader body with Eject Unloading from Kann Manufacturing Corporation, and it is in the best interest to purchase equipment in accordance with the Cooperative Purchasing Programs.

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

City Staff is authorized to execute all documents necessary to purchase one (1) Commercial Side Loader through the H-GAC Purchasing Cooperatives in the amount of \$289,847.00.

PASSED AND APPROVED this the 4th day of October, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

REPLACING:

DEPARTMENT	UNIT	YEAR	MAKE	MODEL	MILEAGE
SANITATION	1182	2007	Autocar	WX42	128,020





## Bruckner Truck Sales, Inc. Retail Proposal

Date: August 29, 2022

CUSTOMER INFORMATION	
Name:	City of Wichita Falls
Name:	
Address:	PO Bo1431
CSZ:	Wichita Falls, TX 76307
Phone:	940-761-7931 Cell: 940-631-5549
Fax:	Contact: Teresa Rose
Email:	teresa.rose@wichitafallstx.gov

EQUIPMENT INFORMATION	
Stock #:	UNITID
Year:	2024 BODY Kann Alley
Make:	Mack
Model:	TE42R
VIN:	
Salesperson:	Josh Phillips

EQUIPMENT SPECIFICATIONS			
Engine Make:	Mack MP7-355A	Wheelbase:	175" w/ 150" Clear CA
Horsepower:	355hp w/ 1260 Lb-ft Torque	Frame:	9.5mm Steel w/ 2,037,000 Lb-in RBM
Engine Brake:	Yes - Mack Powerleash For MP7	Interior Trim:	Terraproy Gray
Transmission:	Allison 4500RDS - 6-Spd Automatic	Wheels Front:	Accuride Steel Powder Coated White
Front Axle:	Mack FXL20 - 20,000#	Wheels Rear:	Accuride Steel Powder Coated White
Rear Axle:	Meritor RS-30-185 - 30,000#	Tire Size:	315/80R22.5
Rear Suspension:	Mack Multileaf - 30,000# Spring	Tire Front:	Bridgestone M870
Ratio:	5.13	Tire Rear:	Bridgestone M870

Chassis Includes the Following Local Extras:	
New Truck Prep - Includes \$100 Fuel, Fill DEF, PDI, & Truck Wash w/ Interior Detail.	Quoted Price Is Subject To Change If Mack Has Any Additional Material Surcharges Prior To Build. Customer Will Have The Right To Cancel Their Order With No Additional Penalty Incurred At The Time Of Notification Of Increase.
Kann Mfg. RH08-137 Curb Master Commercial Side Loader.	
FOB: Central Services Garage	
Current Estimated Mack Build Date Is - 2nd Half of '23	
Purchased Using Bruckner's HGAC Contract #HT06-20. HGAC Fee Included.	

		Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	
Allowances:			
VIN:			
Year:			
Make:			
Model:			
Payoff:			
Quantity		289,547.00	
OTHER CHARGES:		Price before TAX	
Title, and License Fees (Estimated):		-	-
Purchase Coverage	Type: _____	-	-
Insurance	Type: _____	-	-
Dealer Inventory Tax and Doc Fees:		300.00	-
Cash Down Payment:			
<b>TOTAL:</b>		<b>\$289,847.00</b>	

Dealer Signature: \_\_\_\_\_ Customer Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

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**CITY COUNCIL AGENDA**  
**October 4, 2022**

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**ITEM/SUBJECT:** Resolution approving extension of the contract for operation and maintenance of jointly owned lake and canal systems by the City of Wichita Falls and the Wichita County Water Improvement District No. 2 in the amount of \$290,124.00.

**INITIATING DEPT:** Public Works / Utilities Administration

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**STRATEGIC GOAL:** Provide Adequate Infrastructure

**STRATEGIC OBJECTIVE:** Complete Public Improvements Projects

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**COMMENTARY:** The City of Wichita Falls has contracted with Wichita County Water Improvement District No. 2 (WCWID #2) for the operation and maintenance of the Irrigation Canal System, Lake Kemp, and Lake Diversion since 1961. The current agreement which was adopted in 2020 is set to expire on October 1, 2022.

City Staff and the District Manager have discussed the current agreement and agree that due to the increase in costs of operation over the past 2 years an increase in the annual maintenance costs associated with this contract are in order. The increase in the annual amount is approximately 3.25% over the past two years. This is well below the average of the Consumer Price Index for the same period.

The new contract would be effective October 1, 2022 and will expire on September 30, 2024.

The Board of Directors for the WCWID#2 approved the new agreement at their September 13, 2022 meeting. City staff has budgeted for the new contract amount in the 22/23 budget and recommends approval today.

☒ Director of Public Works

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**ASSOCIATED INFORMATION:** Resolution , Contract

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

---



Resolution No. \_\_\_\_\_

**Resolution approving extension of the contract for operation and maintenance of jointly owned lake and canal systems by the City of Wichita Falls and the Wichita County Water Improvement District No. 2 in the amount of \$290,124.00**

WHEREAS, the City of Wichita Falls has previously entered into an agreement with the Wichita County Water Improvement District No. 2 for operation and maintenance of Lake Kemp, the Diversion Reservoir, main canals, laterals, and other facilities used in connection therewith; and

WHEREAS, the City of Wichita Falls and the Wichita County Water Improvement District No. 2 are willing to extend the current contract for an additional two-year term commencing on October 1, 2022, and have agreed on a new annual fee of \$290,124.00.

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

The extension of the attached contract for operation and maintenance of jointly owned lake and canal systems by the City of Wichita Falls and Wichita County Water Improvement District No. 2 in the amount of \$290,124.00 per year, for a term of 2 years from October 1, 2022, is approved, and the City Manager is authorized to execute said contract for the City, with changes as are approved by the City Attorney.

PASSED AND APPROVED this the 4th day of October, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF TEXAS           §  
COUNTY OF WICHITA   §

CONTRACT FOR OPERATION AND  
MAINTENANCE OF JOINTLY OWNED LAKE  
AND CANAL SYSTEMS BY CITY OF WICHITA  
FALLS AND WICHITA COUNTY WATER  
IMPROVEMENT DISTRICT NO. 2

This agreement, made and entered into by and between the City of Wichita Falls, Texas, hereinafter called "City," and Wichita County Water Improvement District No. 2, hereinafter called "District," both being municipal and political corporations and subdivisions of the State of Texas, each acting herein by and through its respective officers hereunto duly authorized,

W I T N E S S E T H:

WHEREAS, City and District, who are the joint owners of Lake Kemp, the Diversion Reservoir, main canals, laterals, and other facilities used in connection therewith, make and enter into this agreement for the maintenance and operation thereof for the mutual benefits to be derived therefrom by each of these contracting parties, and for the consideration hereinafter set out, the covenants and agreements to be paid, kept and performed, it is agreed by the parties as follows:

1. Notwithstanding anything herein contained, it is agreed that no construction or interpretation of any of the terms of this agreement shall be construed to alter, change or modify the ownership of the jointly owned facilities, including the ownership of or rights to the use of the waters in Lake Kemp and the Diversion Reservoir, but that such ownership shall remain the same as set out in a certain agreement made and entered into by and between Wichita County Water

Improvement District No. 1 and Wichita County Water Improvement District No. 2 dated April 4, 1923.

As established by that agreement, City owns an undivided 66.11% interest in said facilities, and District owns 33.89% interest.

2. As provided in the said contract dated April 4, 1923, District shall have the full use of sufficient water for the irrigation of lands in said District. City shall have the full use of sufficient water required by it for municipal purposes. City shall have and retain the right to the prior use of the water of said entire system to the extent of a supply of water sufficient for the uses of the City, not to exceed a reserve supply of 50,000 acre feet of stored water, so that if at any time the supply of water available to said system in the reservoirs should be used to the extent that only that amount of water is available or in storage, then same shall be reserved for the uses of said City. If the storage reservoir is at any time emptied, then all waters in the Diversion Reservoir shall be reserved for the use of the City.

3. Except as set out in the two paragraphs immediately preceding, this agreement is made and entered into in lieu of and instead of any and all contracts and agreements which may have heretofore been made and entered into by City and District or District and Wichita County Water Improvement District No. 1.

4. It is expressly not the intent of City and District to create, participate in, operate or maintain a joint enterprise by entering into this agreement. As a part of the consideration of this agreement, District shall have total and complete control of all maintenance, operational, design and improvement functions of the jointly

owned facilities, to the complete exclusion of the City, regardless of ownership interests, except as provided herein. It is agreed that District shall, when requested by City, release so much water as is required by City for its purposes.

District shall have total and complete control over the hiring and firing of its employees, as well as the sole right of control over its employees, to the complete exclusion of City.

District and City acknowledge the only commonality of purpose in the ownership of the jointly owned facilities is the furnishing of water, as required, from Lake Diversion to City and Oklaunion Power Station, LLC an Electric Power Company, with the transport, delivery and sale of irrigation water being the sole purpose and responsibility of District. City shall not participate in revenues from the sale of irrigation water.

5. The term of this agreement shall be for a period of two years from October 1, 2022.

6. Further, as a part of the consideration for this agreement, City shall pay to District \$290,124.00 per year for each of the remaining years of the contract. Such payments shall be made in monthly installments; the first such monthly installment shall be paid on or before October 15, 2022, and other monthly installments shall be paid on or before the 15<sup>th</sup> day of each month thereafter during the term of this agreement. In consideration of the City's payment to the District, the District shall perform the following services:

- a. provide a full-time employee at Lake Kemp to provide routine and preventive maintenance at Lake Kemp, for municipal irrigation and flood control.

- b. maintain adequate and constant water supply for the City's MF/RO reservoir and pump station, except during periods of time when it becomes necessary for the District to engage in maintenance work on the supply canal.
- c. provide maintenance and operation of the Lake Diversion Dam and main canal outlet works.
- d. maintain and operate approximately 160 miles of canal and lateral irrigation systems.
- e. provide water to Lake Wichita, as requested by City not to exceed the amount permitted by the State of Texas.
- f. provide adequate and constant supply of water to Oklaunion Power Station, LLC (OPS) at Lake Diversion.
- g. maintain approximately 75 miles of drainage ditches.
- h. perform administration and billing for the Lake Kemp Project with the U.S. Corps of Engineers.

7. In addition to all other consideration herein agreed upon, City and District with the United States Army Corps of Engineers shall annually agree to and implement a maintenance and operation plan and proposed budget for Lake Kemp separately from the operation and maintenance activities and division of costs as covered by this agreement. It is mutually agreed and understood that costs to implement the Lake Kemp operation and maintenance plan shall be borne as follows: Corps of Engineers shall bear 51.6% of the total cost, District shall bear 66.11% of the remaining local share of 48.4%, and the City shall bear 33.89% of the remaining local share of 48.4%.

District shall invoice, with back-up material, City and Corps of Engineers monthly for the Lake Kemp operation and maintenance costs.

8. Any expense of unforeseen and emergency repairs to Lake Kemp, the Diversion Reservoir and the main canals occasioned by an act or acts of God, as that term is usually defined, in addition to all other consideration herein agreed upon, shall be borne by both parties in proportion to their joint ownership therein; that is, City shall bear 66.11% and District shall bear 33.89%. Such repairs shall be recommended solely by District and before the repairs provided for in this paragraph are made, they shall be approved by both City and District.

9. The proceeds of the sale of water shall be collected by District and shared equally by City and District, with the exclusion of proceeds from the sale of irrigation water for which District is exclusively entitled. The accounting and distribution of shared proceeds shall be made quarterly, providing that any water sales contracts shall be mutually agreed upon by District and City before the same shall be binding.

10. District shall, during the term of this agreement, keep its accounting records to conform to the fiscal year of City and such records shall be open for inspection by City at all times. Such records shall continue the chart of accounts as now used. There shall be made annually an outside audit by an auditor acceptable to both City and District, and a copy of such audit shall be submitted to City within ninety (90) days after the close of District's fiscal year.

11. If either party hereto shall become dissatisfied with the terms of this agreement, excluding that part of this agreement contained in paragraph 1 hereof, then in such event, such dissatisfied party shall, only during the final year of the term of this

agreement and on or prior to six months preceding the termination date, notify the other party in writing setting forth specifically its grounds therefore, immediately following which the parties shall attempt to renegotiate this contract by mutual agreement. If on or prior to four months of the expiration of the final year term the parties are unable to agree upon a renegotiation, or having failed or neglected to agree upon a renegotiation, the matter or point of disagreement shall be submitted to a Board of Arbitration in the manner provided by law, such Board consisting of the City Manager of City, the General Manager of District, and a third disinterested and unbiased person selected by a majority of the district judges of Wichita County, Texas. The decision or renegotiation of this contract by such Board shall be final and binding upon the parties hereto unless the substantive legal rights of either party are violated.

12. City and District jointly owning the facilities, anticipating their continued ownership perpetually in themselves, their successors or assigns, recognize their ownership responsibility one to the other, and by this and the immediately preceding paragraph, it is meant that this ownership responsibility shall not cease or fail but that during such joint ownership of such facilities there shall exist an operation agreement between the parties hereto reached by mutual agreement or arbitration as the case may be.

13. The District has occupied office space in City-owned structures for many years. The City will, during the term of this agreement, authorize the District to occupy office space at 402 East Scott. There will be no charge to the District for such office space, but the District will in turn, and as consideration, not levy any taxes against the City for City-owned property within the District during the term of this agreement and

for all previous years in which the District has occupied City-owned office space. The City, after reasonable notice to the District, shall be allowed to furnish comparable facilities mutually agreeable to both parties at a different location if City needs this space for other City purposes, or if City disposes of such property. Such comparable facilities shall be furnished under the same terms and conditions set forth above.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF WICHITA FALLS, TEXAS

By: \_\_\_\_\_ City  
Manager

ATTEST:

\_\_\_\_\_  
City Clerk

WICHITA COUNTY WATER  
IMPROVEMENT DISTRICT No. 2

By: Keith Meadows  
President, Board of Directors  
September 13, 2022

ATTEST:

Ben Kuntz  
Secretary, Board of  
Directors  
September 13, 2022



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**MINUTES**  
**PLANNING & ZONING COMMISSION**

**August 10, 2022**

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**PRESENT:**

David Cook  
Michael Grassi  
Blake Haney  
Steve Lane  
Matt Marrs  
Wayne Pharries  
Jeremy Woodward

◆ Chairman  
◆ Member  
◆ Member  
◆ Member  
◆ Alternate No.2  
◆ Member  
◆ Vice-Chair

James McKechnie, Deputy City Attorney  
Terry Floyd, Development Services Director  
Fabian Medellin, Planning Manager  
Christal Ashcraft, Development Services Admin. Assist.  
Cedric Hu, Planning Technician

◆ City Staff  
◆ City Staff  
◆ City Staff  
◆ City Staff  
◆ City Staff

**ABSENT:**

Mark McBurnett  
Doug McCulloch  
Noros Martin  
Cayce Wendeborn  
Steve Wood  
Councilor Whiteley

◆ SAFB Liaison  
◆ Member  
◆ Member  
◆ Member  
◆ Alternate No.1  
◆ Council Liaison

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**I. CALL TO ORDER**

The meeting was called to order by Chairman, Mr. David Cook, at 2:00 p.m. Chairman Cook proceeded to make the following comments:

- a. This meeting is being televised live on Channel 1300. It will be replayed at 2:00 p.m. daily including Saturday and Sunday until the next live meeting is aired which will be the second Wednesday of next month at 2:00 p.m.
- b. Motions made by the Commission members include all staff recommendations and developmental requirements listed in the staff report. Any deviations will be discussed on a case-by-case basis and voted on accordingly.
- c. Applicants and citizens who wish to address the Commission or answer questions from the Commission members are asked to please speak into the microphone at the podium. This meeting is being taped and there is no microphone to record statements made from the audience.

- d. Commission members, when speaking please remember to press the button to turn on your microphone.
- e. Please silence all cell phones during the meeting. If it is necessary for you to have a cell phone conversation during the meeting, please use the hallway outside this room.

### **III. PUBLIC COMMENTS**

Chairman Cook asked if there were any comments from the public. With no response, Mr. Cook closed public comments.

### **IV. APPROVAL OF MINUTES**

Mr. Michael Grassi made a motion to adopt the July 13, 2022, minutes. Mr. Wayne Pharris seconded the motion. The motion was passed unanimously, 6-0.

### **VII. CONSENT AGENDA**

**Case P 22-14 – G. Tompkins Addition, Lots 1-3, Block 1**  
**Case P 22-15 – Wichita Falls Business Park, Lots 6 & 9**  
**Case P 22-16 – J. L. Powell Estate, Lot 2, Block 5U**

Chairman Cook asked if anyone had an item to be moved to the regular agenda. Nothing to be moved. Mr. Wayne Pharris made a motion to approve the consent agenda. Mr. Blake Haney seconded the motion. Motion passed unanimously, 6-0.

### **VIII. REGULAR AGENDA**

#### **1. Case C 22-15 – 4613 Cove Road:**

**Consider taking action on a conditional use to allow for a carport in the front setback in a Single Family-2 (SF-2) zoning district.**

**Applicant: Rance Hogue**

**Owner: Brian Clark**

Mr. Michael Grassi made a motion to approve the case. Mr. Blake Haney seconded the motion. Mr. Cedric Hu presented the case and stated the applicant and contractor, Mr. Rance Hogue had met with staff regarding this petition to construct a 8ft. X 20ft. carport in the front setback at 4613 Cove Road.

The subject property is a single family residence located in a Single Family-2 (SF-2) zoning district in the southwestern part of Wichita Falls. The residence is near Lake Wichita, west of Lake Wichita Park.

The proposed carport will be constructed to the front property line, 6ft. from the side property line with 4, 8ft. support columns. In a review of the neighborhood, 9 other carports within 200ft. were discovered.



Staff notified 31 property owners within 200ft. of the residence and received back a total of 5 responses, all in favor of the proposal. Staff recommends approval of this Conditional Use carport request for 4613 Cove Road with the following conditions:

1. Further site plan review by planning and building inspections at the time of permitting for construction to verify conformance with Sec. 4220 and all other applicable codes and ordinances.

Chairman Cook asked if the applicant was present and wished to make a presentation. The applicant, was present for Commission questions, but gave no presentation. Mr. Cook asked if there were any comments from the public. With no comments, Chairman Cook closed the public comments and opened the floor for the Commission. With no other questions Chairman Cook called for a vote. The motion passed unanimously with a vote of 7-0.

**2. Case R 22-02 – 1811, 1825 & 0 East Central Freeway:**

Public hearing to consider taking action on a proposed rezone at 1811 E. Central Fwy. (Lot 2, Block 1, Knox Addition), 1825 E. Central Fwy. (14.54 Acres of Block 16, Kemp & Newby Subdivision of DCSL A-33) and 0 E. Central Fwy. ( 10 Acres out of Lot 1, Block 1, Knox Addition) from General Commercial (GC) to Light Industrial (LI) zoning district and amend the Land Use Plan from Commercial to Light Industrial to allow for the development of a heavy equipment sales and service center.

**Applicant: Steve Lin, CDS Muery**

**Owner: PC5 Properties, LLC**

Chairman Cook opened the public hearing at 2:05 pm concerning case R 22-02. Mr. Fabian Medellin presented the case and stated the petition for rezoning would allow for a new dealership of busses and semi-trucks as well as a service station for those vehicles.

Mr. Medellin advised the current zoning of the property was General Commercial (GC) which did not allow for the sales and service of those vehicles. The zoning ordinance does differentiate between heavy equipment sales and service versus a standard passenger vehicle.

Mr. Medellin stated staff met with the applicant, Mr. Steve Lin, Civil Engineer for CDS Muery to discuss the proposed dealership. During that time staff outlined the allowed uses in General Commercial (GC) and the potential to rezone to a Light Industrial (LI) district to allow for the proposed use.

The subject property is a combination of three lots, approximately 28.5 acres located on US Central 287 East frontage road, east of Windthorst Road and west of McKinney. All of the proposed land is undeveloped with adjacent uses to the north being a manufactured home park, to the east, industrial uses along the frontage leading back to the Industrial Business Park. To the south are



undeveloped land out to the city limits and to the west, along the frontage, commercial uses and behind that a residential subdivision. Mr. Medellin advised the Commission the proposed dealership would be developed on the parcel addressed as 1811 Central Freeway and no other development on the other parcels at this time.

The proposed site plans showed an approximately 15,000 sf. dealership for sales and service. A map of current zoning district designations and uses was displayed as Mr. Medellin stated the proposal was to extend the Light Industrial (LI) zoning district to the east, to encompass the 3 properties, all 28.5 acres.

Prior to meeting with the applicants, staff identified this zoning issue as a potential barrier of the development of the site. Staff looked at the site, the proposed use, adjacent uses, some of recent development in the area and how the rezone would affect all areas. Staff determined all recent development and re-development as happened to the east and was all industrial uses leading back to the Business Park. There are a couple of other commercial uses industrious in nature, contractor offices and yards to the north side of the residential district and to the west, Big Texas Truck & Trailers abutting the subject property. While staff reviewed the development over the last few years and the trend of what would happen in the future, it was believed the Business Park being one of the cities employment centers would grow and there is a need for compatible and symbiotic uses to support the Business Park. Mr. Medellin advised there were already several heavy equipment dealers along US 281 and with those trends, staff supports the proposed rezone.

Mr. Medellin stated staff notified 30 adjacent property owners and received back 2 responses, one in favor and one opposed. The citizen in opposition was concerned about dust from construction, in which staff believes the acreage buffer will eliminate this concern.

Staff recommends approval of the proposed rezoning request of +/- 28.54 acres at 1811, 1825, and 0 E. Central Freeway to Light Industrial (LI), and amending the Land Use Plan designation to Light Industrial.

If approved, the applicant is subject to all other zoning and building code regulations for commercial-related projects. Adhering to the zoning requirements may help lessen the potential impact on the abutting and adjacent residential neighborhood and include but are not limited to the following:

1. Prior to issuance of a Certificate of Occupancy, and new development must submit plans for review, approval, and inspection prior to beginning operations.
2. All outdoor lighting (Zoning Ordinance - Section 4650) must be directed away from the residential areas north, south and east of the property.
3. Parking sufficient to meet the needs of the development per the standards of Section 6200.



4. Increased setback requirements for non-residential uses adjacent to single family uses as outlined in Section 4600.
5. Landscaping shall be provided to meet the needs requirements of Section 6800.

Chairman Cook asked if there was anyone from the public that would like to comment. Ms. Laura Liles and companion, 2707 South Bandera Drive, had various questions and concerns Mr. Medellin answer. With no other comments, Mr. Cook closed the public hearing at 2:18 pm and asked for a motion to open the item for discussion. Mr. Wayne Pharrries made the motion with Mr. Blake Haney seconding.

There was no discussion among the Commission. Chairman Cook called for a vote from the Commission. The vote was 7-0 in favor of the rezoning recommendation.

**3. Case R 22-03 – 1304 & 1400 Trout Street:**

**Public hearing to consider taking action on a proposed rezone at 1304 Trout St. (+/- 1.98 Acres out of Block 5, J.A. Scott Survey, No. 12, Abstract 269) and 1400 Trout St. (+/- 5.34 Acres out of Block 6, J.A. Scott Survey, No. 12, Abstract 269), from Single Family-2 (SF-2) to Planned Unit Development - Mixed Use (PUD-MU) zoning district to allow for civic centric development offering community social services and housing.**

**Applicant: Pastor Kenneth Williams & Dr. Cinterea Grace-Williams  
Owner: New Haven Christian Church and Sahara Enterprises**

Chairman Cook opened the public hearing at 2:19 pm concerning case R 22-03. Mr. Fabian Medellin presented the case and stated this proposed rezone request was not for a standard district, but rather a Planned Unit Development (PUD). Staff met with Pastor and Dr. Williams to discuss the potential development at 1400 Trout Street. The subject property currently has a structure located on it, a former elementary school and has more recently been used as a church. The applicants long-term, phase 1 plan, is to occupy this structure and remodel it to apartments and community center. Their phase 2 plans are to develop the remaining acres of 1400 and 1304 Trout Street into more apartment units.

The site is located on Trout Street, between Harding and Martin Luther King Jr. Boulevard, south of Booker T. Washington Elementary School. Mr. Medellin stated the majority of the property at 1400 Trout Street was undeveloped, except for the former school and all of 1304 Trout Street remained undeveloped. The existing adjacent uses are residential, with a large apartment complex to the east and other non-residential uses further north and south.

The proposal for the apartments is a total of 101 units, 15 inside the former school and 86 of them being brand new. Staff feels this doesn't meet the current zoning district of Single Family-2 (SF-2) and to try to petition to a different district would fall in the realm of "spot zoning". The proposed floor plan of 9,000sf. located at former school would be the 15 apartment units. The 14,000sf. would be remodeled into a community center to support their two existing non-profits, the Williams Master's



School of Theology and 619 Productions Art Center. Space will also be offer to other non-profits to possibly use as a meeting space. Mr. Medellin stated the owners are also looking to incorporate a food pantry. The old auditorium for the elementary school will be maintained and repurposed to allow for an event venue for their non-profit art productions and other community events, as well as a commercial kitchen.

Mr. Medellin stated these uses did not fit the Single Family-2 (SF-2) zoning district and staff could not rezone to General Commercial (GC) as this would be considered "spot zoning". Residential Mixed Use (RMU) was also considered, however, there are many properties between that district and the subject property that would have had to be included in the rezoning petition. If the rezone to Residential Mixed Use (RMU) had been accepted and recommended by the Commission and approved by City Council, the owners would have had to come back before the Commission to request a conditional use permit as their uses are not allowed by right. Staff studied the allowed uses in the Single Family-2 (SF-2) zoning district, those allowed by right, which are residential but also a number of civic uses. When examining the uses and how they related to each other, staff believed the relationship to the comprehensive plan and the nature and degree if impact up neighboring lands, the Planned Unit Development (PUD) would best fit the community needs.

Mr. Medellin advised the Commission one thing he did want to modify was the open space requirement, which typically requires apartment complexes to dedicate 20% of their property to open space. Staff wanted to afford the immediate residential neighbors more protection from the proposed uses by requiring 30% open space, and the owners have agreed to this requirement.

Staff notified 42 property owners within 200ft. of this proposal and received a total of 3 responses, all in opposition to this rezone. Those opposed voice concerns of housing homeless and increased traffic and taxes in the area. Staff was able to contact one of the opposing residents and explained these units would not be for homeless and the taxation process from the Wichita County Appraisal District.

Staff recommends approval of the proposed rezoning request of +/- 7.32 acres at 1304 & 1400 Trout Street to Planned Unit Development – Mixed Use (PUD-MU). If approved, the applicant is subject to all other zoning and building code regulations for commercial-related projects. Adhering to the zoning requirements may help lessen the potential impact on the abutting and adjacent residential neighborhood and include but are not limited to the following:

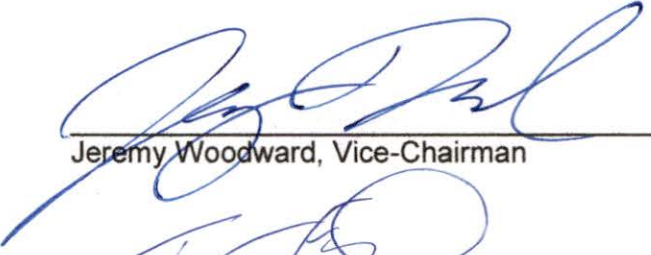
1. Prior to issuance of a Certificate of Occupancy, and new development must submit plans for review, approval, and inspection prior to beginning operations.
2. All outdoor lighting (Zoning Ordinance - Section 4650) must be directed away from the residential areas north, south and east of the property.

3. Parking sufficient to meet the needs of the development per the standards of Section 6200.
4. Increased setback requirements for non-residential uses adjacent to single family uses as outlined in Section 4600.
5. Landscaping shall be provided to meet the needs requirements of Section 6800.

Chairman Cook asked if there was anyone from the public that would like to comment. With no other comments, Mr. Cook closed the public hearing at 2:31 pm and asked for a motion to open the item for discussion. Vice-Chair, Jeremy Woodward made the motion with Mr. Blake Haney seconding. There was no discussion among the Commission. Chairman Cook called for a vote from the Commission. The vote was 7-0 in favor of the rezoning recommendation.

#### IX. ADJOURN

Chairman Cook adjourned the meeting at 2:31 pm.



\_\_\_\_\_  
Jeremy Woodward, Vice-Chairman

9/14/22  
\_\_\_\_\_  
Date



\_\_\_\_\_  
Terry Floyd, Director of Development Services

9/14/22  
\_\_\_\_\_  
Date

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## CITY COUNCIL AGENDA October 4, 2022

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**ITEM/SUBJECT:** Conduct a public hearing and take action on an ordinance to rezone +/- 4.11 acres of land located at 4413, 4415, & 4419 Sisk Road (G. Tompkins Addition, Lots 1, 2, & 3) from Light Industrial (LI) to Single Family 2 (SF-2).

**INITIATING DEPT:** Development Services/ Planning

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**STRATEGIC GOAL:** Accelerate Economic Growth

**STRATEGIC OBJECTIVE:** Revitalize Depressed and Declining Neighborhoods

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**COMMENTARY:**

- August 1, 2022– Staff met with the owner and applicant to discuss proposed development. Staff outlined the site’s zoning, allowed uses, adjacent districts, and the process to rezone. The applicant and the owner, soon thereafter, submitted an application.
- August 26, 2022 – Planning staff mailed notifications of the proposed rezone to property owners within 200 feet of the subject property. Rezone signage was posted at the property notifying of the September 14, 2022 P&Z meeting.
- August 28, 2022 – Notice of September 14, 2022 P&Z public hearing published in the Times Record News (TRN).
- September 14, 2022 – P&Z conducts public hearing and recommends to the City Council approval of the rezoning requested by unanimous vote.
- September 16, 2022 - Notice of October 4, 2022 City Council public hearing mailed to all property owners within 200 feet of the subject property. Posted rezone signage revised to list city council public hearing date.
- September 18, 2022 - Notice of September 20, 2022 City Council public hearing published in TRN.
- **October 4, 2022** – City Council scheduled to conduct public hearing and consider ordinance rezoning the subject property.

**Background**

The council action item comes upon the request of the property owner, George Tompkins, who plans on constructing his residence at the site. However, after a recent subdivision, one of the developable lots was primarily left within a Light Industrial (LI) zoning district which does not allow for residential uses. As such, the owner requests a change in zoning of the site (see maps below) from LI to SF-2 to allow the proposed residential use. Rezoning to SF-2 would be consistent with other single-family residential zoning in the area, as well as consistent with the City’s current long range Land Use Plan classification of Low Density Residential.



If Council approves the rezone to Single Family 2 (SF-2), the applicant is subject to all other zoning and building code regulations for a residential project.

**Recommendation**

The Planning and Zoning Commission (P&Z) unanimously recommended approval of the rezone at the September 14, 2022, meeting.

Staff recommends the approval of the ordinance rezoning the property to SF-2.

☒ **Assistant City Manager**

☒ **Development Services Director**

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**ASSOCIATED INFORMATION:** : Exhibit A – Aerial Map; Exhibit B – Photos of Subject Property & Area; Exhibit C – Notification Response Map; Exhibit D – Zoning & Land Use Map; Exhibit E – Allowed Uses in Single Family 2; Exhibit F – Planning & Zoning Commission – September 2022 Minutes Excerpt; Ordinance; Attachments 1.

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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## Exhibit A – Aerial Location Map



### R 22-04 4413, 4415 & 4419 Sisk Road Aerial Map

CITY OF WICHITA FALLS, PLANNING DIVISION  
MAP PRODUCED BY: Codrina Hu  
DATE PRODUCED: 8 September 2022

(Disclaimer)  
The City of Wichita Falls has attempted to verify the accuracy of the information contained in the following map at the time of publication. The City of Wichita Falls assumes no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. This map is for informational purposes only and should not be used for any other purpose, including engineering or planning purposes. It does not represent an official survey and does not constitute an official record of property boundaries.

#### Legend

- Subject Properties
- Parcels

## EXHIBIT B - Rezoning Request – 4413, 4415, & 4419 Sisk Rd.

Photo 1 – View of Subject Property from Sisk Rd.



Photo 2 – View west from the subject property along Sisk Rd.





## EXHIBIT B Cont. - Rezoning Request – 4413, 4415, & 4419 Sisk Rd.

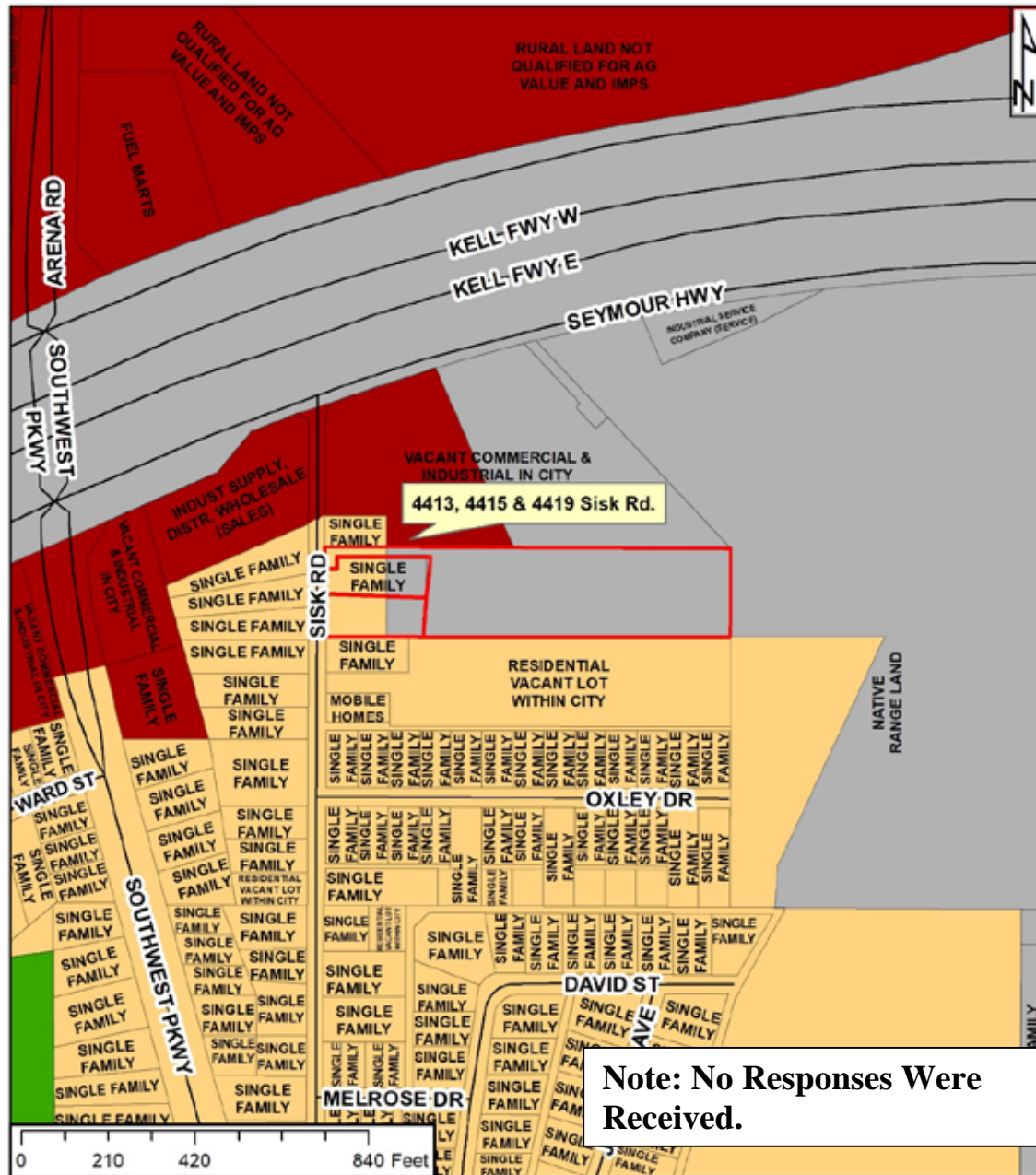
Photo 3 – North view from Subject Property along Sisk Rd.



Photo 4– South view from the property along Sisk Rd.



## Exhibit C – Notification Map



### R 22-04 4413, 4415 & 4419 Sisk Road Zoning and Land Use Map

CITY OF WICHITA FALLS, PLANNING DIVISION  
MAP PRODUCED BY: Cedric Hu  
DATE PRODUCED: 8 September 2022

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**Exhibit E**  
**Proposed Zoning: Single Family 2 (SF-2)**

**The following uses are permitted without any further review by the Planning and Zoning Commission. For additional regulations or definitions, contact the Planning Division.**

**Residential uses:**

Dwelling, single-family detached  
Group homes

**The following uses are permitted subject to submittal of a site plan and review by the Planning Division.**

**Residential uses:**

Dwelling, zero lot line, single-family

**Civic uses:**

School, primary and secondary

**The following uses are permitted following approval by the Planning and Zoning Commission for a Conditional Use Permit:**

**Residential Uses:**

Bed and breakfast homestay  
Dwelling, duplex or two-family  
Limited multi-family residential uses, subject to the provisions of [Section 5920](#)  
Manufactured Home, subject to the provisions of [Section 5600](#)  
Personal Care Home

**Civic Uses:**

Day care centers, commercial (nonresidential building).  
Day care centers, limited (not conducted as a home occupation).  
Library, public.  
Private recreation areas, limited.  
Public safety services.  
Religious assembly.  
School, secondary.  
Utility service.

**Commercial uses:**

Bed and breakfast inn.  
Oil drilling, subject to the provisions of Appendix A, Subdivision and Development Regulations, section 6.4 Oil and Gas Well, as amended.  
Structured sober living facility

## Exhibit F

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### MINUTES – E X C E R P T PLANNING & ZONING COMMISSION

September 14, 2022

**PRESENT:**

Michael Grassi  
Blake Haney  
Steve Lane  
Mark McBurnett  
Wayne Pharries  
Cayce Wendeborn  
Steve Wood  
Jeremy Woodward

u Member  
u Member  
u Member  
u SAFB Liaison  
u Member  
u Member  
u Alternate No.1  
u Vice-Chair

James McKechnie, Senior Asst. City Attorney  
Terry Floyd, Development Services Director  
Fabian Medellin, Planning Manager  
Christal Ashcraft, Development Services Admin. Asst.  
Cedric Hu, Planning Technician

u City Staff  
u  
u  
u  
u

**ABSENT:**

David Cook  
Mark McBurnett  
Matt Marrs  
Noros Martin  
Councilor Whiteley

u Chairman  
u SAFB Liaison  
u Alternate No.2  
u Member  
u Council Liaison

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Case 22-04 – 4413, 4415, & 4419 Sisk Rd.

**Public hearing to consider taking action on a proposed rezone at 4413, 4415, & 4419 Sisk Road (G. Tompkins Addition, Lots 1, 2, & 3) from Light Industrial (LI) to Single Family 2 (SF-2) zoning to realign and correct three split zoned residential lots.**

- a) Public Hearing
- b) Take Action

Vice-Chairman Woodward opened the public hearing at 2:02 pm concerning case R 22-04. Mr. Cedric Hu presented the case and stated the petition before the Commission was to rezone 4.11 acres of land at 4413, 4415 & 4419 Sisk Road from Light Industrial (LI) to Single Family-2 (SF-2) zoning district. Mr. Hu advised the

## **Exhibit F Continued**

Commission the subject property had recently been replatted into three individual lots which was approved by the Commission on the August consent agenda.

Mr. Hu advised the existing residence located on 4415 Sisk Road was already zoned Single Family-2, however, the remaining property behind the rear of the structure, approximately 4.11 acres was zoned Light Industrial (LI) and was the subject of the petition to rezone.

Mr. Hu advised all three properties are adjacent and located in the southwest part of Wichita Falls east of the Kell Boulevard and Southwest Parkway intersection. The subject property is a residential property with other residential properties in the area. To the north is primarily vacant land with the exception of one residence north of 4413 Sisk Road. To the east is more vacant land and to the south and west residential uses. Rezoning the 4.11 acres will help to keep the zoning character in line with the applicant's properties and surrounding residential properties.

Photos displayed show the subject properties have Single Family-2 (SF-2) zoning to the west of the properties and Light Industrial (LI) to the east. When the City of Wichita Falls adopted the zoning ordinance in 1985, it was anticipated this area would be commercial development with intensive uses and was therefore zoned Light Industrial (LI) with a low density land use. In the Light Industrial (LI) zoning district, new residential structures are not allowed. Mr. Hu pointed out 4413 Sisk Road was a flag pole shaped lot to meet the minimum frontage development requirement of 50ft. Mr. Tompkins petition for rezoning to Single Family-2 (SF-2) would allow for residential development on his 3 lots, leaving the land use as low density.

Mr. Hu advised 14 property owners within 200ft. of the subject property had been notified with no responses received. Staff recommends approval of the proposed rezoning request of +/- 4.11 acres of land at 4413, 4415 & 4419 Sisk Road (G. Tompkins Addition, Lots 1, 2, and 3) to Single Family-2 (SF-2) Residential.

Vice Chairman Woodward asked if there was anyone from the public that would like to comment. Mr. Tompkins, the owner and applicant, residing at 4413 Sisk Road advised he had nothing to add to the presentation, but was available for any questions the Commission might have. With no other comments, Mr. Woodward closed the public hearing at 2:11 pm and asked for a motion to open the item for discussion. Mr. Blake Haney made the motion with Ms. Cayce Wendeborn seconding.

Mr. Doug McCulloch asked if there was just one metal home to be constructed on 4413 Sisk Road, to which Mr. Tompkins advised that was correct. Mr. McCulloch asked how he would access the property and Mr. Tompkins advised by private drive. Mr. Fabian Medellin clarified to the Commission the flag shaped lot would provide entrance to the property. There was no further discussion among the Commission. Vice-Chairman Woodward called for a vote from the Commission. The vote was 8-0 in favor of the rezoning recommendation.



Ordinance No. \_\_\_\_\_

**Ordinance rezoning approximately +/- 4.13 acres of land located at 4413, 4415 & 4419 Sisk Rd. (G. Tompkins Addition, Lots 1, 2, and 3) from Light Industrial (LI) to Single Family-2 (SF-2) Residential**

WHEREAS, the Planning and Zoning Commission considered the proposed zoning change at its September 14, 2022 meeting, and voted to recommend approval of this request; and

WHEREAS, the City Council has reviewed this request and has determined the herein described zoning amendment is in the public interest.

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

1. Approximately +/- 4.13 acres of land located at 4413, 4415 & 4419 Sisk Rd. (within the G. Tompkins Addition, Lots 1, 2, and 3), as depicted on the attached map incorporated in this ordinance as **Attachment "1"**, is hereby rezoned from Light Industrial (LI) to Single Family - 2 (SF-2).

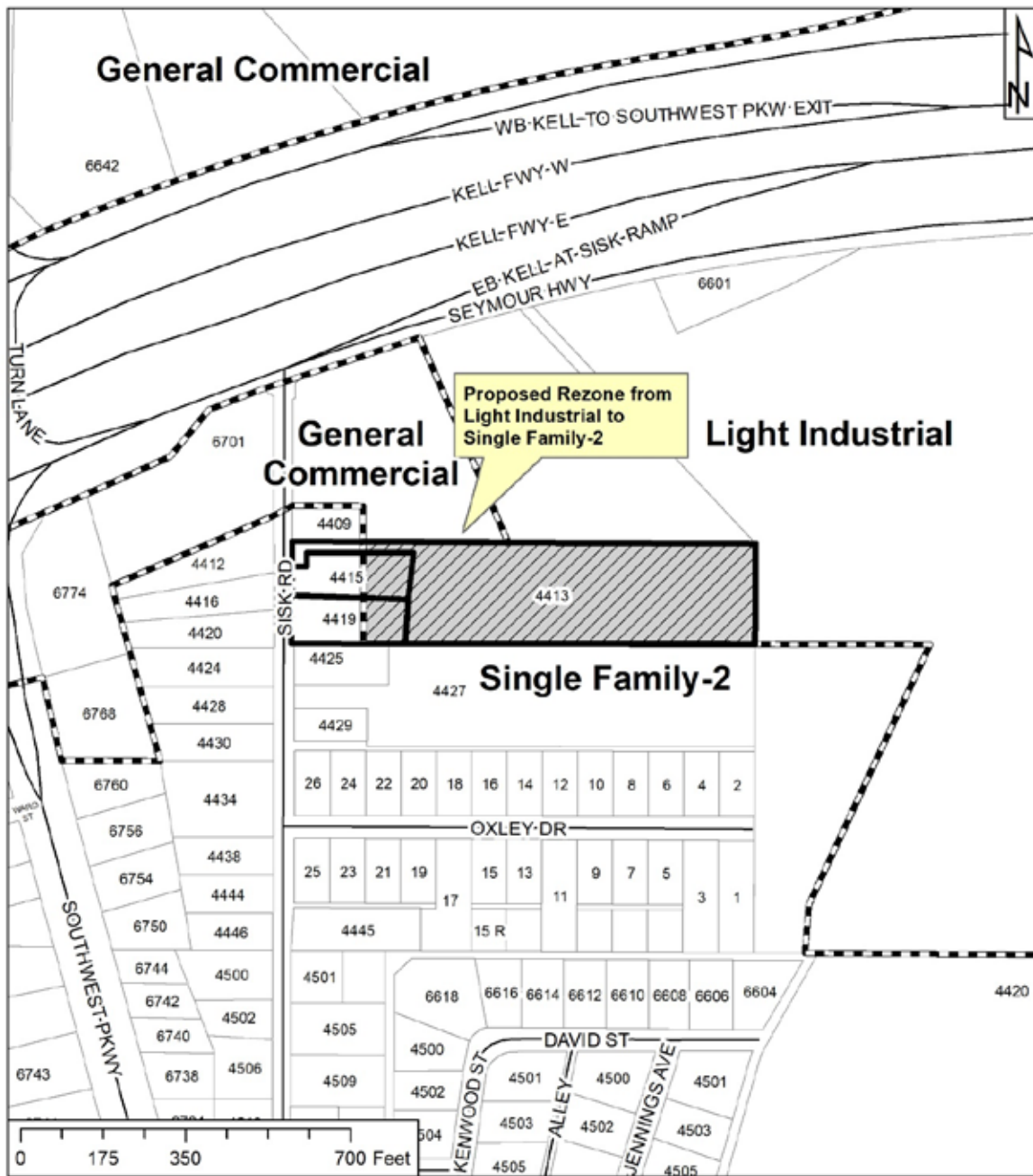
PASSED AND APPROVED this the 4<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

## Attachment "1"



### R 22-04 4413, 4415 & 4419 Sisk Road Rezoning Map

CITY OF WICHITA FALLS, PLANNING DIVISION  
MAP PRODUCED BY: Cedric Hu  
DATE PRODUCED: 8 September 2022

Disclaimer:  
The City of Wichita Falls has attempted to verify the accuracy of the information contained in the following map at the time of publication. The City of Wichita Falls disclaims liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. This product is for informational purposes only and does not constitute a warranty or any other form of insurance. It does not represent an on-the-ground survey and represents only the approximate location of property boundaries.

#### Legend

- Subject Properties
- Rezone Area
- Zoning Boundary
- Parcels

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**CITY COUNCIL AGENDA**  
**October 4, 2022**

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**ITEM/SUBJECT:** Conduct a public hearing and take action on an ordinance granting franchises for ambulance service to American Medical Response Ambulance Service, Inc. and Transtar Inc.

**INITIATING DEPT:** Health

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**STRATEGIC GOAL:** Efficiently Deliver City Services

**STRATEGIC OBJECTIVE:** Practice Effective Governance

---

**COMMENTARY:** In 2011 the City Council approved a revision to Chapter 42 which set up franchises for ambulance services operating in Wichita Falls. American Medical Response Ambulance Service (AMR) and Transtar Inc. (Transtar) were both granted franchises in 2011. Both companies have completed renewal applications and have met all the necessary requirements to be granted a franchise to operate for a period of five years.

Staff recommends approval of the ordinance.

☒ **Health Director**

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**ASSOCIATED INFORMATION:** Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

---

Ordinance No. \_\_\_\_\_

**Ordinance granting a franchise for ambulance service to American Medical Response Ambulance Service Inc., and Transtar Inc.**

WHEREAS, the Wichita Falls - Wichita County Public Health District received applications from American Medical Response Ambulance Service Inc. and Transtar Inc. for ambulance franchises, and a public hearing was held to receive comments regarding the granting of such franchises; and

WHEREAS, the applications submitted meet the requirements as set forth in Chapter 42 of the City's Code of Ordinances regulating ambulances, and each applicant represented that it:

- (1) has its primary facility located in the territorial limits of Wichita Falls;
- (2) maintains at least four ambulances currently licensed by the State of Texas, based at its primary facility; and
- (3) meets the minimum vehicle, equipment and staffing requirements for each ambulance as established by the Texas Department of State Health Services; and

WHEREAS, the City Council finds the public convenience and necessity requires the operation of the ambulance services described herein, and the applicants are fit to conduct the ambulance business and have complied with the applicable requirements of Article II of Chapter 42 of the City's Code of Ordinances.

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

1. Franchises for ambulance service within the city limits of Wichita Falls are hereby granted to:

- ☐ American Medical Response Service Inc., and
- ☐ Transtar Inc.

2. These franchises shall expire on October 4, 2027.

PASSED AND APPROVED this the 4th day of October, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

---

**CITY COUNCIL AGENDA**  
**October 4, 2022**

---

**ITEM/SUBJECT:** Ordinance making an appropriation to the Special Revenue Fund for the Tuberculosis Prevention and Control Program Federal in the amount of \$16,052 received from the Department of State Health Services and authorizing the City Manager to execute contract accepting same.

**INITIATING DEPT:** Health

---

**STRATEGIC GOAL:** Efficiently Deliver City Services

**STRATEGIC OBJECTIVE:** Practice Effective Governance

---

**COMMENTARY:** This is a renewal grant for the Tuberculosis program. There is a required match of 20% or \$3,210 which makes the total grant budget \$19,262 The match requirement is met by in kind services from the City of Wichita Falls. There is one FTE covered by this grant who primarily performs directly observed therapy, contact investigations and provider education. The contract period for this grant is January 1, 2023 to December 31, 2023.

Staff recommends approval of the ordinance.

☒ **Director of Health**

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**ASSOCIATED INFORMATION:** Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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Ordinance No. \_\_\_\_\_

**Ordinance making an appropriation to the Special Revenue Fund for the Tuberculosis Prevention and Control Program Federal in the amount of \$16,052 received from the Department of State Health Services and authorizing the City Manager to execute contract accepting same**

WHEREAS, the Health District and the Department of State Health Services desire to enter into a contract for continued Tuberculosis prevention and control; and

WHEREAS, approval of these funds could not have been anticipated prior to the adoption of the 2021 - 2022 budget,

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

There is hereby appropriated in the Special Revenue Fund \$16,052 for the Tuberculosis Program and the City Manager is authorized to enter into a contract with the Department of State Health Services for the Wichita Falls-Wichita County Public Health District.

PASSED AND APPROVED this the 4th day of October, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

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**CITY COUNCIL AGENDA**  
**October 4, 2022**

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**ITEM/SUBJECT:** Ordinance accepting funds in the amount of \$421,136.36 received from the FY 2021 Assistance to Firefighters Grant (AFG) and authorizing the City Manager to execute contracts and other documents related thereto.

**INITIATING DEPT:** Fire

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**STRATEGIC GOAL:** Efficiently Deliver City Services

**STRATEGIC OBJECTIVE:** Practice Effective Governance

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**COMMENTARY:** On December 7, 2021 the city council approved the application to the Federal Emergency Management Agency (FEMA) for replacement portable radios through the AFG grant program. On August 31, 2022 we were notified that the application was funded in the amount of \$421,136.36.

This amount covers portable radios for the fire department and will significantly reduce the impact to the IT fund for replacements. The grant requires a 10% match equaling \$42,113.64.

Staff recommends approval.

☒ **Fire Chief**

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**ASSOCIATED INFORMATION: Ordinance**

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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Ordinance No. \_\_\_\_\_

**Ordinance accepting funds in the amount of \$421,136.36 received from the 2021 Assistance to Firefighters Grant (AFG) and authorizing the City Manager to execute contracts and other documents related thereto**

WHEREAS, the fire department has received notice of the award of 2021 AFG grant from the Federal Emergency Management Agency; and

WHEREAS, the fire department desires to receive these funds to continue providing services to the city; and

WHEREAS, these funds will be used to replace portable radios that have reached the end of their expected life; and

WHEREAS, the receipt of these funds will significantly reduce the burden on the City's IT fund; and

WHEREAS, a condition of accepting the funds is a city match of 10% which equals \$42,113.64.

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

The 2021 Assistance to Firefighters Grant in the amount of \$421,136.36 is hereby accepted and the City Manager is authorized to execute a contract with the Federal Emergency Management Agency accepting the grant and other documents related thereto.

PASSED AND APPROVED this the 4<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



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**CITY COUNCIL AGENDA**  
**October 4, 2022**

---

**ITEM/SUBJECT:** Ordinance modifying the appropriations in the Sanitation Fund budget for the 2022-23 fiscal year to allocate \$347,840.57 from Sanitation fund balance for the purchase of the Landfill Compactor through the Sourcewell Cooperative Purchasing from Yellowhouse Machinery Co. John Deere in the amount of \$1,420,840.57, and declaring an emergency.

**INITIATING DEPT:** Finance

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**STRATEGIC GOAL:** Efficiently Deliver City Services

**STRATEGIC OBJECTIVE:**

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**COMMENTARY:** In FY21-22, the City began saving for the replacement of one of the compactors at the Landfill and budgeted what was estimated to be the remaining funds to replace the Unit in FY22-23. \$270,000 was set aside in FY21-22 and \$803,000 was budgeted in FY22-23 for a total budget of \$1,073,000. Once the budget was approved, Staff received an updated quote in the amount of \$1,420,840.57 and delivery of March 2023. The vendor stated that due to the rising costs in steel, shipping and freight to get the parts to assemble, fuel, and inflation have increased dramatically over the last 4 months.

Unit 1050 Compactor was purchased in 2006 and has had three overhauls. Unit 1050 has exceeded its lifespan and has been inoperable for the last 277 days. The repair costs exceed the unit's value and since it was set for replacement, it has not and will not be repaired. Meanwhile, the second unit, Unit 1066, was purchased in 2013 and has had an engine rebuild in 2020. Unit 1066 is now overdue for another overhaul to continue operations which is expected to take 6 months to complete. Over the last year, Unit 1066 has been inoperable for 68 days. Therefore, the Landfill has operated pushing, compacting, and placing the nightly cover with a D9 or D6 Dozer and excavator. When the compactors are not available, the landfill loses 15-30% of its compaction ratio and the operations to cover can take 2-3 operators and an additional two hours to complete the process.

Based on airspace calculations, the landfill lost approximately 20 days of disposal space during these 68 days the compactors were both inoperable. In addition to lost disposal space, the Landfill had to expend over 270 hours of overtime costing the City approximately \$6,120 to complete the daily cover requirements. Use of the dozers and excavator for compaction purposes also leads to safety and maintenance concerns as this equipment is not designed to operate on these unstable slopes and in this environment.

In summary, Staff recommends approving Sanitation fund balance in the amount of \$347,840.57, in addition to the currently budgeted amount of \$1,073,000.00 to purchase the replacement Compactor. The timely purchase of the new compactor is critical to ensuring the landfill operations are efficient, safe, and economically beneficial to the City.

☒ **CFO/Finance**

☒ **Director, Public Works**

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**ASSOCIATED INFORMATION:** Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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Ordinance No. \_\_\_\_\_

**Ordinance modifying the appropriations in the Sanitation Fund budget for the 2022-23 fiscal year to allocate \$347,840.57 from fund Sanitation fund balance for the purchase of the Landfill Compactor through the Sourcewell Cooperative Purchasing from Yellowhouse Machinery Co. John Deere in the amount of \$1,420,840.57, and declaring an emergency**

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

WHEREAS, the City is currently operating in the 2022-23 fiscal year; and,

WHEREAS, Texas Health and Safety Code 363.003 finds “the improper management of solid waste creates hazards to the public health, can cause air and water pollution, creates public nuisances, and causes a blight on the landscape” and “the control of solid waste collection and disposal should continue to be the responsibility of local governments and public agencies.”; and,

WHEREAS, due to unforeseen historic inflation resulting in dramatically increased equipment costs, the City of Wichita Falls, FY 2022-23 Budget needs modification; and,

WHEREAS, the City of Wichita Falls has determined that an emergency exists as the purchase of the Landfill Compactor is immediately required to combat a grave public necessity as the City was unaware of the extent of the increased costs of this equipment and it is necessary to perform this action to allow the City to properly dispose of municipal solid waste,

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

1. All recitals above are hereby incorporated herein and The City of Wichita Falls Council finds all recitals and evidence as true and correct.
2. That pursuant to state law, no expenditure of the funds of the City shall hereinafter be made except in compliance with the budget and applicable state law; provided however, that in the case of grave public necessity emergency expenditures to meet unusual and unforeseen conditions may from time to time be authorized by the City Council as amendments to the original Budget and does, based on evidence presented herein and during the Council meetings, hereby find a grave public necessity exists to modify the original budget and said grave public necessity was unforeseen.
3. \$347,840.57 of unrestricted fund balance will be used to increase the FY 2022-23 Operating Budget to allow for the purchase of the aforementioned Landfill

equipment from Yellowhouse Machinery Co. John Deere in the amount of \$1,420,840.57, and that this ordinance is effective immediately.

PASSED AND APPROVED this the 4th day of October, 2022.

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M A Y O R

ATTEST:

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City Clerk





### Quote Summary

**Prepared For:**  
CITY OF WICHITA FALLS  
PO BOX 1431  
WICHITA FALLS, TX 76307  
Business: 940-761-7466  
JENNIFER.BABINEAUX@WICHITAFALLSTX.GOV

**Prepared By:**  
GEOFF DRYSDALE  
Yellowhouse Machinery Co.  
2800 Central E Freeway  
Wichita Falls, TX 76301  
Phone: 940-322-3337  
geoffd@yellowhouse.us

\*\*\* Sourcewell Quote\*\*\*  
Delivery FEB/March 2023

Quote Id: 27470116  
Created On: 20 September 2022  
Last Modified On: 20 September 2022  
Expiration Date: 20 October 2022

Equipment Summary	Selling Price	Qty	Extended
BOMAG BC 1173 RB-5	\$ 1,270,840.57 X	1 =	\$ 1,270,840.57
TOPCON COMPACTION SYSTEM	\$ 40,000.00 X	1 =	\$ 40,000.00
John Deere Preventative Maintenance-5,000 HOUR MAINTENCE AGREEMENT	\$ 45,000.00 X	1 =	\$ 45,000.00
John Deere Extended Warranty-60 MONTH OR 5,000 HOUR PREMIER COVERAGE	\$ 65,000.00 X	1 =	\$ 65,000.00
<b>Sub Total</b>			<b>\$ 1,420,840.57</b>
<b>Equipment Total</b>			<b>\$ 1,420,840.57</b>

Quote Summary	
Equipment Total	\$ 1,420,840.57
SubTotal	\$ 1,420,840.57
Total	\$ 1,420,840.57
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 1,420,840.57</b>



## Selling Equipment



Quote Id: 27470116

Customer: CITY OF WICHITA FALLS

BOMAG BC 1173 RB-5		
Hours:	0	
Stock Number:		
Code	Description	Qty
BASE	BC 1173 RB-5	1
Standard Options - Per Unit		
E66	BOMAG TELEMATIC POWER	1
FF1	PROTECTIVE GRILL	1
FL1	FIRE EXTINGUISHER SYSTEM	1
FL2	FIRE EXTINGUISHER	1
S64	OPERATOR EFFIC, PACK USA	1
SW1	SERVICE KIT 1000HR	1
T85	PREMIUM WHEELS	1
Y10	DOZER BLADE XL	1
Service Agreements		
TOPCON COMPACTION SYSTEM		
John Deere Preventative Maintenance		
- 5,000 HOUR MAINTENCE		
AGREEMENT		
John Deere Extended Warranty - 60		
MONTH OR 5,000 HOUR PREMIER		
COVERAGE		

Quote Date: Sep 20 2022

V

**Standard equipment**

- Electronic engine management with engine shut-down
- Electronic monitoring module with engine shut-down
- Engine air intake at a height of 3.3 m
- Dry air filter
- Cold starting system
- multistage fuel filter system
- Fuel bleeding pump
- Hydraulic all-wheel drive (Quad pump drive)
- Wear control in hydraulic circuit
- Hydraulically operated articulated steering system
- Oscillating articulated joint between front and rear frames
- Automatic central lubrication system
- Adjustable scrapers in front of and behind each wheel
- Protection of all power train components by an closed belly pan
- Wire deflector and drive protection on inner side of wheels
- ROPS/FOPS
- Noise insulated cap
- Vibration insulated cap suspension
- Cab ventilation with overpressure
- Activated charcoal filter for odour restriction
- Automatic heating - air conditioning
- Tinted safety glass panes
- Sun shades
- top-hung window
- Front windscreen washer system
- Interval switch for windscreen wiper
- rear view mirror electrically adjustable outside
- Heated outside mirrors
- Air cushioned seat with seat belts acc. to ISO 6683 and seat heating
- Seat heating
- Head rest
- Control unit for dozer blade and travel direction control integrated in driver's seat
- Adjustable Joystick steering
- Display instruments
- CD-Radio
- 24 V electrics
- Generator 150A
- Battery disconnecting switch
- Working lights, 4 front / 2 rear + 2 LED-flatbeams cabin (lateral)
- Rotary beacon
- Audible backup alarm
- Warning horn
- Access steps right / left
- Towing eyes front / rear
- Air condition
- Heating rear screen
- Rearview camera
- Hydr. Driven, reversible, and speed controlled radiator fan
- Fan protection

**Notes:**

- Option included in standard configuration
  - Option can be ordered additionally/alternatively
- o.R. Price on Request

Source



**Important:**

The price list is valid from 15 Jan 2022. All list prices, configurable options, exhaust classifications reflect the current knowledge at the time of the price list. Misprints, technical alterations and price modifications reserved. The pricing is valid for up to 30 days from date of quote. The 19% added tax (VAT) is not included.

All sales by BOMAG Americas, Inc. or any affiliate or subsidiary of BOMAG Americas, Inc. of products bearing the "BOMAG" name are subject to the published "Terms and Conditions of Sale" of BOMAG Americas, Inc. Copies of such terms and conditions of sale may be obtained from the BOMAG Americas, Inc. facility located at 125 Blue Granite Parkway, Ridgeway, SC 29130.

SALES OFFICE  
125 Blue Granite Parkway  
Ridgeway, SC 29045  
Phone Number: (803) 337-0700  
FAX: (800) 654-6213

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**CITY COUNCIL AGENDA**  
**October 4, 2022**

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**ITEM/SUBJECT:** Resolution appropriating a total of \$173,800 of American Rescue Plan (ARPA) Funding for renovation of 2 restrooms located at the Health District.

**INITIATING DEPT:** Finance/Health

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**STRATEGIC GOAL:** Accelerate Economic Development

**STRATEGIC OBJECTIVE:** Look for Post-Pandemic Economic Opportunities

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**COMMENTARY:** On June 14, 2022, the City Council approved a resolution adopting a general plan related to the future appropriations of the City's approximately \$29.1M in federal ARPA funds. The plan included \$173,800 for the renovation of 2 restrooms at the Health District. The restrooms are original to the building and are not ADA compliant. Additionally, the facility houses the Women, Infants and Children Program, a federally funded supplemental food and nutritional program for pregnant, postpartum, nursing mothers, infants, and children up to the age of 5 years.

The project to renovate the 2 public restrooms will incorporate the space from an attached locker room which will make each stall larger and ADA compliant. The facility is located within a Qualified Census Tract and the primary beneficiaries of the project will be low and moderate-income patients and WIC program participants. The city has determined that adaptation of the restrooms will contribute to preventing person-to-person transmission of COVID-19 and other airborne infections. The following Resolution formally allocates these funds to the City's General Fund for this renovation.

If approved, staff will begin the process of working with a local architect to complete plans and put the project out for bid. The City Council will consider approval of awarding the bid and construction contract at a later date.

Staff recommends approval of the resolution.

☒ **Director of Health**

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**ASSOCIATED INFORMATION:** Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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Resolution No. \_\_\_\_\_

**Resolution appropriating a total of \$173,800 of American Rescue Plan (ARPA) Funding for renovation of 2 restrooms located at the Health District**

WHEREAS, the City of Wichita Falls has received funding from the American Rescue Plan; and

WHEREAS, City Council passed a non-binding resolution on June 14, 2022; and

WHEREAS, funding of \$173,800 was allocated for the renovation of two restrooms at the health District; and

WHEREAS, the guidance from the American Rescue Plan Act allows for the appropriation of these funds, for this purpose.

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

The City Manager is hereby authorized to appropriate a total of \$173,800, of American Rescue Plan funding through the grant performance period, ending December 31, 2026, for the renovations of two restroom facilities at the Health District.

PASSED AND APPROVED this the 4<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

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**CITY COUNCIL AGENDA**  
**October 4, 2022**

---

**ITEM/SUBJECT:** Resolution appropriating a total of \$250,000 of American Rescue Plan (ARPA) Funding to the Arts Community through the Wichita Falls Alliance for Arts and Culture in compliance with all federal, state and local rules and requirements for use of the funds.

**INITIATING DEPT:** City Manager's Office

**STRATEGIC GOAL:** Accelerate Economic Growth; Actively Engage and Inform the Public

**STRATEGIC OBJECTIVE:** Look for Post-Pandemic Economic Opportunities; Strengthen Partnerships with the Not-for-Profit Community

**COMMENTARY:** On June 14, 2022, the City Council approved a non-binding resolution approving a general plan related to the future appropriations of the City's approximately \$29.1M in federal ARPA funds. The plan included \$250,000 for a funding allocation to the Arts Community through a process managed by the Alliance, similar to the current process used annually to allocate hotel occupancy tax (HOT) funds to the arts community.

Due to losses during the COVID-19 pandemic, the Alliance needs, and meets the requirements, to be provided assistance utilizing ARPA funds. This project will provide funding for the local arts community through the Wichita Falls Alliance for the Arts and Culture (Alliance). The organization is a 501(c)3 non-profit and serves as the designated arts and culture grant-making entity for the City of Wichita Falls. The organization guides projects that broaden access to arts experiences and local arts tourism in Wichita Falls and the surrounding region. It also presents programs that highlight the diversity of the city, supports arts learning for children, and provides leadership to expand the capacities of local arts organizations.

City staff and representatives from the Alliance will be at the meeting to make a short presentation and answer any questions.

Staff recommends approval of the resolution.

☒ **Assistant City Manager**

**ASSOCIATED INFORMATION:** Resolution

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☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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Resolution No. \_\_\_\_\_

**Resolution appropriating a total of \$250,000 of American Rescue Plan (ARPA) Funding to the Arts Community through the Wichita Falls Alliance for Arts and Culture in compliance with all federal, state and local rules and requirements for use of the funds**

WHEREAS, the City of Wichita Falls has received funding from the American Rescue Plan; and

WHEREAS, City Council passed a non-binding resolution on June 14, 2022; and

WHEREAS, funding of \$250,000 was allocated to support grants to the local Arts Community affected by the Covid-19 Pandemic; and

WHEREAS, the guidance from the American Rescue Plan Act allows for the appropriation of these funds, for this purpose.

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

The City Manager is hereby authorized to appropriate a total of \$250,000 of American Rescue Plan (ARPA) Funding to the Arts Community through the Wichita Falls Alliance for Arts and Culture to be distributed in compliance with all federal, state and local rules and regulations for the use of funds.

PASSED AND APPROVED this the 4<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

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**CITY COUNCIL AGENDA**  
**October 4, 2022**

---

**ITEM/SUBJECT:** Resolution appropriating a total of \$1,500,000 of American Rescue Plan (ARPA) funding to support grants to local Nonprofit Organizations.

**INITIATING DEPT:** City Manager's Office

**STRATEGIC GOAL:** Accelerate Economic Growth; Actively Engage and Inform the Public

**STRATEGIC OBJECTIVE:** Look for Post-Pandemic Economic Opportunities; Strengthen Partnerships with the Not-for-Profit Community

**COMMENTARY:** During the COVID-19 Pandemic, local non-profit organizations were impacted. These impacts included reduced revenue due to cancelled annual fundraisers, loss of staff due to revenue shortages, decreased volunteer assistance, increased services provided due to financial and social impacts from the pandemic. These impacts were varied across many of the non-profit organizations due to the variety of services they provide.

In order to assist these non-profits in restoring their pre-pandemic revenue and staffing levels, the city will provide assistance to non-profits that provide services in Wichita Falls. These will be for non-profit organizations that provide services to the public, specifically those services within the city limits.

On June 14, 2022, the City Council approved a resolution adopting a general plan related to the future appropriations of the City's approximately \$29.1M in federal ARPA funds. The plan includes \$1.5M for a funding allocation to local nonprofit/tax-exempt organizations that have been impacted by the pandemic. Eligible nonprofits would have to apply to the City for funding, and *any approved funding would have to otherwise meet the federal ARPA guidance*. The process to apply for and receive funding is still being formalized; however, the overall plan for distribution of these grant funds is as follows:

- Mayor Santellana recently appointed a five (5) person ad-hoc committee that includes (1) Councilor Smith, (2) Councilor Browning, (3) Leslie Schaffner - WF Area Community Foundation, (4) Vanda Cullar - SBDC at MSU, and (5) Marla Malone - Nonprofit Management Center at MSU;
- The committee's charge is to work with City staff (Terry Floyd) in promoting the program and guidelines, setting up timelines for applications and review, reviewing applications and conducting interviews, and making a recommendation to the City Council on December 20, 2022 or January 17, 2023 for allocation of the grants.

Staff recommends approval of the resolution.

☒ **Assistant City Manager**

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**ASSOCIATED INFORMATION:** Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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Resolution No. \_\_\_\_\_

**Resolution appropriating a total of \$1,500,000 of American Rescue Plan (ARPA) funding to support grants to local Nonprofit Organizations**

WHEREAS, the City of Wichita Falls has received funding from the American Rescue Plan; and

WHEREAS, City Council passed a non-binding resolution on June 14, 2022; and

WHEREAS, funding of \$1,500,000 was allocated to support grants for local nonprofit organizations affected by the Covid-19 pandemic; and

WHEREAS, the guidance from the American Rescue Plan Act allows for the appropriation of these funds, for this purpose.

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

The City Manager is hereby authorized to appropriate a total of \$1,500,000 of American Rescue Plan (ARPA) Funding to support grants to local Nonprofit Organizations.

PASSED AND APPROVED this the 4<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

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**CITY COUNCIL AGENDA**  
**October 4, 2022**

---

**ITEM/SUBJECT:** A Resolution of the City of Wichita Falls, Texas, authorizing the City Manager to execute a professional services contract with McKool Smith, P.C., Ashcroft Sutton Reyes LLC, and Korein Tillery LLC for legal services on a contingent fee basis for collection of unpaid franchise fees subject to approval by the Office of the Attorney General.

**INITIATING DEPT:** Legal

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**STRATEGIC GOAL:** Efficiently Deliver City Services

**STRATEGIC OBJECTIVE:** Practice Effective Governance

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**COMMENTARY:**

Under Chapter 66 of the Texas Public Utility Regulatory Act (“PURA”), Tex. Util. Code § 66.001 *et seq.*, a Texas municipality can collect a franchise fee from a video service provider if its programming is delivered over wireline facilities, even partly in the public right-of-way. See Tex. Util. Code §§ 66.005 & 66.002(10)—(11). Cable providers, which are also subject to Chapter 66, have remitted these franchise fees for many years.

In recent years, more citizens have gone to subscription-based streaming services, such as Disney DTC LLC, Hulu, LLC, and Netflix, Inc., to watch movies and TV programs. These companies transmit their video programming through wireline facilities that are at least in part in the public right-of-way. Therefore, they are obligated to obtain a state-issued certificate of franchise authority and pay the required franchise fees. These companies have ignored these obligations. Consequently, they have deprived Texas cities of the required compensation for the use of the right-of-way.

So far, 25 Texas municipalities have joined in a lawsuit against the three companies mentioned above, asserting that the companies are subject to PURA and have failed to comply with its requirements. The lawsuit was filed in Dallas County on behalf of Abilene, Allen, Amarillo, Arlington, Austin, Beaumont, Carrollton, Dallas, Denton, Frisco, Fort Worth, Garland, Grand Prairie, Houston, Irving, Lewisville, McKinney, Mesquite, Nacogdoches, Pearland, Plano, Rowlett, Sugar Land, Tyler and Waco. The petition asks that the Court award monetary damages and declaratory relief to the municipalities for damages owed for failure to pay franchise fees and order these companies and other video service providers (VSPs) to pay franchise fees going forward.

Because the City requires legal counsel that specialize in complex litigation and are highly knowledgeable and experienced in the legal issues surrounding the non-payment of franchise fees by the VSPs, this Resolution would authorize the City Manager to enter

into a contingent fee contract for legal services with McKool Smith, P.C., Ashcroft Sutton Reyes LLC, and Korein Tillery LLC (“Counselors”) to represent the City in this Litigation.

☒ **City Attorney**

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**ASSOCIATED INFORMATION:** Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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**Resolution No. \_\_\_\_\_**

**A Resolution of the City of Wichita Falls, Texas, authorizing the City Manager to execute a professional services contract with McKool Smith, P.C., Ashcroft Sutton Reyes LLC, and Korein Tillery LLC for legal services on a contingent fee basis for collection of unpaid franchise fees subject to approval by the Office of the Attorney General**

WHEREAS, the City intends to pursue claims for monetary damages, declaratory relief, and other legal remedies ("Damages") against Netflix, Inc., Hulu LLC, Disney DTC LLC, and other video service providers ("VSPs") as determined for non-payment of franchise fees as required in the Texas Video Service Providers Act, Texas Utilities Code Sec. 66 (the "Litigation"); and

WHEREAS, the City's desired outcome in the Litigation is to recover from the VSPs Damages owed to the City for failure to pay franchise fees and obtain an order requiring the VSPs to pay the franchise fees going forward, in addition to other relief allowed under the law; and

WHEREAS, the VSPs deliver video programming to their customers via broadband internet through wireline facilities located at least partially in the public right of way; and

WHEREAS, the VSPs do not pay franchise fees to the City as required in section 66.005 of the Texas Utilities Code; and

WHEREAS, the City has a substantial need of the legal services of counsel to represent it in the Litigation; and

WHEREAS, the City requires legal counsel that specialize in complex litigation and are highly knowledgeable and experienced in the legal issues surrounding the non-payment of franchise fees by the VSPs; and

WHEREAS, the City now desires to enter into a contingent fee contract ("Contract") for legal services with McKool Smith, P.C., Ashcroft Sutton Reyes LLC, and Korein Tillery LLC ("Counselors") to represent the City in the Litigation; and

WHEREAS, Subchapter C of Chapter 2254 of the Texas Government Code ("Chapter 2254") requires that a political subdivision of the State of Texas, including the City, may enter into a contingent fee contract for legal services only after: (i) the governing body of the political subdivision has provided written notice to the public stating certain provisions enumerated within Chapter 2254; (ii) the governing body of the political subdivision approved such contract in an open meeting called, in part or in whole, for the purposes of considering such contract; and (iii) the governing body of the political subdivision stated in writing certain findings made by the governing body upon the approval of such contract; and

WHEREAS, before the contingent fee contract for legal services is effective and enforceable, the City must receive approval of the Contract by the Office of the Attorney General of Texas or the Contract is otherwise allowed under Tex. Gov't Code Ch.2254, as amended; and

WHEREAS, the City has caused notice of this Resolution, this meeting, and certain provisions enumerated within Chapter 2254 to be provided to the public in accordance with the Texas Open Meetings Act and Chapter 2254; and

WHEREAS, the meeting at which this Resolution is being considered is an open meeting called, in part or in whole, for the purpose of considering: (i) the City's need for legal counsel to represent it in the Litigation; (ii) terms of the Contract; (iii) the competence, qualifications, and experience of the Counselors; and (iv) the reasons that the Contract is in the best interest of the City and complies with Chapter 2254; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the City.

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

SECTION 1. That the recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 2. That the City Council hereby finds that: (i) there is a substantial need for the legal services to be provided in the Litigation; (ii) the legal services to be provided in the Litigation cannot adequately be performed by the attorneys and supporting personnel currently employed by the City; (iii) the legal services to be provided in the Litigation cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the Litigation and without imposing an unnecessary cost and burden on the City's finances; and (iv) the relationship between the City or the City Council and the Counselors is not improper and would not appear improper to a reasonable person.

SECTION 3. That based on the findings by the City Council described above, the City Council hereby authorizes the City Manager to execute a legal services contract with McKool Smith, P.C., Ashcroft Sutton Reyes LLC, and Korein Tillery LLC, approved as to form by the City Attorney, effective only upon approval by the Office of the Attorney General of Texas or as otherwise allowed under Tex. Gov't Code Ch.2254, as amended.

SECTION 4. That it is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551 as amended, Texas Government Code.

SECTION 5. That the City will pay the Counselors a contingency fee and expenses in accordance with the rates in Attachment A to this Resolution and contingent upon the recovery, if any, by the City in the Litigation.

SECTION 6. That this Resolution shall take effect November 3, 2022 in accordance with the provisions of the Charter of the City of Wichita Falls, and it is accordingly so resolved.

PASSED AND APPROVED this the 4<sup>th</sup> day of October, 2022.

---

M A Y O R

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

## **ATTACHMENT A**

### **AGREEMENT FOR PROVIDING LEGAL SERVICES TO CITY OF WICHITA FALLS IN CONNECTION WITH RECOVERY OF FRANCHISE FEES**

The City of Wichita Falls, Texas ("City") and the law firms of McKool Smith, P.C., Korein Tillery LLC, and Ashcroft Sutton Reyes LLC (collectively, "Counselors") enter into this agreement ("Contract") to provide legal services on behalf of the City, its elected or appointed officials and employees with such services regarding the matter below. The City and Counselors shall collectively be referred to as the "Parties."

#### **1. PROFESSIONAL LEGAL SERVICES**

A. Counselors are hereby retained to provide legal representation to the City in connection with litigation seeking damages, declaratory relief, attorneys' fees, interest and other appropriate relief from Netflix, Inc., Hulu, LLC, Disney DTC LLC and other video service providers ("Defendants") as may be decided for the non-payment of franchise fees ("Franchise Fees," as referenced in Section 66.005, of the Texas Utilities Code, as amended) (collectively, the "Litigation"). The services shall be referred to as "Professional Legal Services."

B. Counselors hereby agree to perform the Professional Legal Services necessary, in accordance with the terms of this Contract. This Contract shall be administered on behalf of City by its City Attorney. At the request of the City Attorney, Counselors will provide case status reports, and will participate from time to time in both open and closed session briefings of the City Council.

#### **2. PAYMENT**

For the performance of Professional Legal Services and advance of Costs by Counselors, City agrees to pay Counselors on a contingency fee and reimburse costs out of any recovery as detailed on Exhibit A which is incorporated herein.

#### **3. RECITALS PURSUANT TO TEX. GOV'T CODE CH. 2254**

Counselors' further duties in compliance with Tex. Gov't Code Ch. 2254, as amended, are set out in Exhibit A.

#### **4. TERM**

The term of this Contract shall begin 90 days after it is received by the Office of the Attorney General of Texas ("OAG") pursuant to Tex. Gov't Code Ch. 2254, as amended, unless it is not approved by that time. Once it is either approved by the OAG, or 90 days have passed, the Contract shall continue until completion of the Litigation or terminated as provided herein. All services under this Contract are to be completed timely and in the highest professional manner.

#### **5. TERMINATION**

A. The City Attorney may terminate the performance of services at any time, with or without cause by giving at least ten (10) days written notice to Counselors. The notice must be delivered by email and by certified mail with return receipt for delivery to the City.

1. Termination Without Cause: (i) if City terminates this Contract without cause, Counselors shall be paid for the reasonable value of the legal services provided plus reimbursement for all Costs incurred at the time of termination; (ii) if the City resolves the Litigation through final settlement, award, or judgment, Counselors shall be paid Attorneys' Fees pursuant to Exhibit A at the time a Recovery.

2. Termination with Cause: If Counselors fail to satisfactorily perform any material obligation under this Contract, such failure constitutes a Default. If Counselors fail to satisfactorily cure a Default within thirty (30) calendar days of receiving written notice from the City specifying the nature of the Default, the City may terminate this Contract for cause, in which case compensation and Costs due Counselors, if any, shall be calculated considering the particular facts and circumstances involved in such termination, and paid only out of any Recovery.

B. Counselors may withdraw as permitted under the Rules of Professional Conduct of the State Bar of Texas. The circumstances under which withdrawal is permitted include the following: (a) the City consents, (b) the City's conduct renders it unreasonably difficult for Counselors to carry out the employment effectively, (c) the City fails to pay Attorneys' Fees or Costs as required by this Contract; or (d) Counselors determine it is not economically feasible for Counselors to perform the Services. If Counselors properly withdraw from representing the City pursuant to subparagraph (a)-(c) above or because it is required to do so by the Rules of Professional Conduct, the City agrees to compensate Counselors for the reasonable value of the legal services provided, plus reimbursement for Costs. The reasonable value of legal services shall not exceed thirty-three and one-third percent (33.33%) of the City's total recovery or, if reimbursed on an hourly basis, shall not exceed the hourly rates provided in Exhibit A, Section 8.8. In such a situation, both Fees and reimbursement of Costs will be paid by City to Counselors at the time a Recovery is collected by the City. If Counselors withdraw from representing City pursuant to subparagraph (d) above, Attorneys' Fees and Costs due Counselors, if any, shall be calculated considering the particular facts and circumstances involved in such withdrawal, and only out of any Recovery. Any disputes regarding the reasonable value of such legal services or Costs shall be mediated by the Judicial Arbitration and Mediation Services (JAMS).

6. VENUE AND GOVERNING LAW

This Contract is made subject to the Charter and ordinances of the City, as amended, and all applicable laws of the State of Texas. This Contract is performable in Dallas County, Texas, and venue for any legal action under this Contract shall lie in Dallas County, Texas; and in construing this Contract, the laws and court decisions of the State. Any disputes regarding the Contract including the reasonable value of legal services or Costs shall be mediated by the Judicial Arbitration and Mediation Services (JAMS) before any litigation is undertaken.



7. NO REPRESENTATION OF ANY ADVERSE PARTY

Counselors acknowledge that they are not currently involved in any litigation in which it represents a party who is adverse to the City, and Counselors agree that they will not undertake any litigation adverse to the City or to an employee or officer of the City, except with prior disclosure to and written consent by the City Attorney.

8. CONFLICTS

The City and Counselors acknowledge that other Texas cities and individual government entities may seek to become named parties in the Litigation and be represented by Counselors. The City recognizes that there may be potential conflicts or actual conflicts of interest if Counselors represents other cities in litigation like the Litigation. The City understands that it would be to its benefit for other parties to become named parties as it may enhance the case and lower the City's expenses. Accordingly, the City has conferred with the City Attorney and has determined that it is in its own best interests to waive all potential or actual conflicts of interest which may occur as a result of Counselors representing other government entities in this or similar litigation. The City therefore waives all such potential or actual conflicts of interest which may occur because of the Counselors representing other government entities in this Litigation or similar litigation.

9. REPRESENTATION OF RELATED INTERESTS

Counselors shall have the right to represent other municipalities, or governmental subdivisions in other video service provider franchise fee actions or similar litigation without the consent of the City, subject to the Texas Disciplinary Rules of Professional Conduct ("Rules of Professional Conduct") relating to conflicts of interest.

The City acknowledges and agrees that it is possible that disagreements and differences may arise between and among Client Group in the future. The City further acknowledges that in the event such differences do arise, Counselors cannot assist or be involved in their resolution, and they agree not to seek Counselors' involvement or assistance in resolving any differences.

If the City and any other Client Group member cannot resolve their differences and Counselors determine that those differences create a conflict of interest that would materially limit their ability to provide competent and diligent representation to each Client Group member in this Litigation, then the City agrees that Counselors may withdraw for cause from representing City as necessary to resolve the conflict of interest. The City further agrees that Counselors may, at their election, continue to represent other Client Group members after such withdrawal.

The City acknowledges that one of the necessary consequences of joint representation is the sharing of confidential information concerning the subject matter of the representation where the disclosure is for the benefit of the client. Counselors will treat as confidential and not disclose confidential communications between Counselors and the City outside the Client Group. Except for disclosure to the Client Group, all other confidential information about this Litigation provided by the City will be protected, except to the extent required by applicable rules of professional conduct or order of a court with proper jurisdiction. The City agrees that no such communication or any other confidential information concerning this Litigation will be disclosed outside the Client

Group without the informed written consent of the Client Group member that made the communication or disclosed the information. The City further agrees that material communications or information that it provides to Counselors, including confidential communications and information, Counselors may share with the other Client Group members.

The City acknowledges and agrees that if Counselors no longer represent it in this Litigation as a result of Counselors' withdrawal because of a conflict of interest or other cause, Counselors may nevertheless use any confidential information they have concerning this Litigation to the advantage of the remaining Client Group members.

10. CONFLICT OF INTEREST

It is understood and agreed that the Counselors will notify the City in writing of the potential for any conflict of interest in any legal matter or case within 24 hours of its discovery.

11. NOTICES

Except as otherwise provided in Section 14, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be affected by email and personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for City, to:

R. Kinley Hegglund, Jr., City Attorney  
City of Wichita Falls, Texas  
1300 7<sup>th</sup> Street  
Wichita Falls, Texas 76307  
Email: [kinley.hegglund@wichitafallstx.gov](mailto:kinley.hegglund@wichitafallstx.gov)

If intended for Counselors, to:

Steven Wolens  
McKool Smith  
300 Crescent Ct., Ste. 1500  
Dallas, TX 75201  
Email: [swolens@mckoolsmith.com](mailto:swolens@mckoolsmith.com)

Steven M. Berezney  
Korein Tillery LLC  
505 N. 7th Street, Ste. 3600  
St. Louis, MO 63101  
Email: [SBerezney@KoreinTillery.com](mailto:SBerezney@KoreinTillery.com)

Austin R. Nimocks  
Ashcroft Sutton Reyes LLC  
919 Congress Ave., Ste. 1325  
Austin, TX 78701  
Email: [animocks@ashcroftlawfirm.com](mailto:animocks@ashcroftlawfirm.com)

12. LEGAL SERVICES SPECIFICALLY EXCLUDED

Counselors do not agree to provide any representation beyond that described in Section 1.A. above. If the City wishes to retain Counselors to provide any legal services not provided under this Contract, a separate written agreement between Counselors and the City will be required.

13. AUTHORITY OF COUNSELORS

Counselors may execute, at his/her option, all reasonable and necessary court documents connected with the handling of the Litigation. If the City Attorney gives Counselors sufficient notice of documents he/she wishes to jointly sign with Counselors, Counselors will undertake good faith efforts to accomplish same.

14. ATTORNEYS' LIEN

Counselors will have a lien to the fullest extent of Texas law for attorneys' fees and costs on all claims and causes of action that are the subject of its representation of the City under this Agreement and on all proceeds of any recovery collected (whether by settlement, Court judgment, or otherwise).

15. COMMUNICATIONS

The City designates R. Kinley Heggland, Jr., the City Attorney, or any other person designated by the City Attorney as the authorized representative of the City to direct Counselors. Correspondence will be forwarded to him at [kinley.heggland@wichitafallstx.gov](mailto:kinley.heggland@wichitafallstx.gov). Counselors designate Steven Wolens to be the primary individual to communicate with the City regarding the subject matter of Counselor's representation of the City under this Agreement. Correspondence will be forwarded to him at [swolens@mckoolsmith.com](mailto:swolens@mckoolsmith.com).

16. NO ASSIGNMENT

Counselors shall not sell, assign, transfer, or convey this Contract, in whole or in part, without the prior written consent of the City Attorney.

17. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

18. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

19. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

20. MISCELLANEOUS

City recognizes that no result has been guaranteed by Counselors, and that this Contract is not based upon any such promise or anticipated result. City further acknowledges that it is exclusively responsible for all personal liability, or potential liability, awarded against it by a court because of a claim, counterclaim, protest suit, or otherwise, and that by undertaking to represent City pursuant to this Contract, Counselors assume none of City's joint and/or individual liability.

21. AUTHORITY TO SETTLE LITIGATION

City does not relinquish authority or responsibility through this Contract to settle the Litigation. City has the sole authority to settle the Litigation on behalf of the City and its citizens, and Counselors shall inform the City Attorney of all settlement offers.

22. APPROVAL BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS

The Parties agree that this Contract is not effective until approved by the Office of the Attorney General of Texas ("OAG") or as otherwise allowed under Tex. Gov't Code Ch. 2254, as amended.

23. COMPLIANCE WITH CERTAIN STATE LAW

1. *Anti-Boycott of Israel.* Each Firm certifies that it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

2. *Anti-Boycott of Energy Companies.* Each Firm certifies that the Firm is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

3. *Anti-Boycott of Firearm Entities or Firearm Trade Associations.* Each Firm certifies that the Firm does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate

against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

4. *Certification of No Business with Foreign Terrorist Organizations.* For purposes of Section 2252.152 of the Texas Government Code, Each Firm certifies that, at the time of this Agreement neither Firm nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Firm, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**COUNSELORS**

MCKOOL SMITH, P.C.

\_\_\_\_\_  
Steven D. Wolens

KOREIN TILLERY, LLC

\_\_\_\_\_  
Steven M. Berezney

ASHCROFT SUTTON REYES LLC

\_\_\_\_\_  
Austin R. Nimocks

**CITY OF WICHITA FALLS, TEXAS**

\_\_\_\_\_  
Darron Leiker  
City Manager

ATTEST:

\_\_\_\_\_  
Marie Balthrop  
City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM & LEGALITY:

\_\_\_\_\_  
R. Kinley Heggland, Jr.  
City Attorney

EXHIBIT A  
COMPENSATION AND COSTS

1. **Compensation ("Attorneys' Fee(s)").**

The employment of Counselors will be on a contingency fee basis. Specifically, if the City obtains a recovery and collection on behalf of the City before a trial or appeal, Counselors will receive attorneys' fees in the amount of Thirty Percent (30%) of the Gross Recovery. If recovery for the City occurs after the beginning of trial (at the beginning of opening argument) or 2) upon appeal of any judgment, Counselors will instead receive attorneys' fees in the amount of the Thirty-Three and One-third percent (33 1/3 %) ("Attorneys' Fee(s)" or "Contingency Fee(s)"). This Attorneys' Fee is not set by law but is negotiable between the City and Counselors.

Counselors shall be entitled to such Contingency Fees regardless of whether the recoveries are a result of an accounting, settlement, judgment, litigation, ordinance, legislation, voluntary payment, credit, refund, adjustment, offset, reduction in future charges, protest suit, or some other method or source. Counselors' Contingent Fee shall be allocated among City and any other participants in the recovery in proportion to the gross amount of that recovery by each participant.

City and Counselors acknowledge that the litigation may result in the payment of either or both of Franchise Fees for periods before the effective date of any final court judgment, settlement agreement, or other document establishing the right to a recovery (such effective date hereafter referred to as the "Effective Date" and such Franchise Fees for periods before the Effective Date hereafter referred to as "Historical Franchise Fees") and Franchise Fees for periods on or after the Effective Date ("Prospective Franchise Fees").

City and Counselors also acknowledge that resolution of the Litigation might discount Historical Franchise Fees for Prospective Franchise Fees. If the amount of Historical Franchise Fees paid from a source by judgment, agreement, or otherwise is less than the sum of what that source would have paid, in full, in Franchise Fees for all fiscal quarters preceding the Effective Date (the "Benchmark Franchise Fees"), then Counselors shall be entitled to Attorneys' Fees in the amount of 33 1/3 % of the gross amount of that source's payments of Prospective Franchise Fees until the total Franchise Fees paid by that source equal the Historical Franchise Fees. However, Counselors shall not, in any circumstance, collect from the City more than 33 1/3% of the City's total recovery.

The sole contingency upon which the City will pay Fees to Counselors is a recovery and collection on behalf of the City, whether by settlement, court judgment, or otherwise.

2. **Gross Recovery.**

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made and the fair market value of any property or services agreed or ordered to be made and the fair market value of any property or services agreed or ordered to be transferred or rendered for the benefit of the City by the adverse parties to the Litigation or their insurance carrier(s), whether by settlement, court judgment, or otherwise.



If payment of any part of the relief to the City will be in the form of property and services ("In Kind"), the value of such property and services for purposes of calculating the Gross Recovery shall be calculated based on the present value, as of the time of the settlement or final court judgment, of the In Kind relief to be received thereafter. The Attorneys' Fees for the value of the In Kind relief shall be paid out of any initial lump-sum payment by the defendants. If the initial lump sum payment is insufficient to pay the Attorneys' Fees in full, the balance will be paid from subsequent payments on the recovery before any distribution to the City.

If the Parties disagree with respect to the value of any In Kind relief, they will proceed as follows: Within thirty (30) days each party will select an appraiser qualified to conduct an appraisal of the value of the In Kind relief. Each Party's selected appraiser will thereafter meet and confer. If resolution of the dispute is not reached within sixty (60) days of the initial meet and confer, the appraisers will select a third qualified appraiser within fifteen (15) days. The third appraiser's valuation will be final and binding on the Parties.

Notwithstanding the foregoing, if there is no monetary recovery and the City receives In Kind relief, Attorneys' Fees will be based on the value of the In Kind relief, which will be determined through the mutual agreement of the Parties. If the Parties disagree with respect to the values of any In Kind relief, they will proceed with an appraisal process as set forth above. If there is no monetary recovery, all Attorneys' Fees and Costs due to Counselors under this Contract shall be paid from the City's funds at the time of recovery and collection.

### 3. Costs.

It will be necessary for Counselors to incur and advance certain court costs and other types of expenses for the City ("Costs"). These Costs and other expenses may include, but are not limited to, the following: filing and service fees; costs of investigative services; travel expenses (including air fare, ground transportation, vehicle mileage, lodging, and meals); deposition expenses and court reporters fees; outside trial services providers; trial equipment rental and operation fees; preparation of exhibits and graphics; the costs of briefs and transcripts on appeal, and miscellaneous copying, postage, shipping, and courier expenses. In addition, it will be necessary to employ expert witnesses and Counselors, with prior approval from the City, may employ and pay these expert witnesses, and such expenditures shall be included within Costs.

The City agrees to reimburse Counselors for all reasonable Costs out of its share of the Gross Recovery, after the payment of Attorneys' Fees specified in Sections 1 and 2 above.

The City understands that Counselors may incur certain expenses, including, for example, expenses for travel, experts, and copying that jointly benefit multiple cities in the Litigation. The City agrees that Counselors may allocate such expenses among such cities based on their pro rata share of the relief obtained, or on any other reasonable basis of which all affected clients are fully informed.

In some instances, it may be necessary for Counselors to retain special outside counsel to assist on matters other than prosecuting the City's claims. Examples of such instances include: a defendant may seek bankruptcy protection; a defendant may attempt to fraudulently transfer some of its assets to avoid paying the City's claim; a complex, multi-party settlement may require an



ethics opinion from outside counsel; or a separate lawsuit may need to be filed against a defendant's insurance company. The City agrees that Counselors, with written permission of the City, may retain such special outside counsel to represent the City when Counselors deem such assistance to be reasonably necessary. In such an instance, the fees of such special outside counsel shall be advanced by Counselors, shall be deemed a part of Costs, and as such shall be reimbursed to Counselors by the City from its share of the Gross Recovery provided that (1) the City finds that such costs were reasonable, proper, necessary, and were actually incurred on behalf of the City, and (2) such costs were in compliance with, and do not exceed, the rates and limits provided in Section 8.8 of Exhibit A. If there is no recovery, Counselors will be solely responsible for payment of the Cost.

McKool Smith, P.C.'s (McKool) obligation to incur and advance Costs, on behalf of (a) the City, and (b) all other Texas municipalities, or government subdivisions joined in the Litigation (regardless of whether they are later severed or dismissed from the Litigation) or with similar claims represented by Counselors is capped at a total of \$480,000. All Costs over and above \$480,000 that would otherwise be advanced or incurred by McKool will be advanced and incurred by Korein Tillery LLC.

**4. Application for Attorneys' Fees.**

The City and Counselors intend to seek an order for payment by Defendants of the City's Attorneys' Fees and Costs (as defined in Sections 1-3 above), if the City prevails, in whole or in part, in the Litigation. The City agrees to use its best efforts to support any such application.

If the amount of the Attorneys' Fees awarded and collected from a court order regarding Attorneys' Fees and Costs exceeds the amount called for under the contingency fee calculation in Section 1 of Exhibit A, Counselors shall be entitled to the amount of the Attorneys' Fee awarded and collected from the Defendants as a reasonable fee, in lieu of payment by the City of the Attorneys' Fee. If, however, the amount of the Attorneys' Fee awarded and collected from a court order regarding Attorneys' Fees and Costs is less than the amount as calculated under the Contingency Fee, Counselor's Attorneys' Fee shall remain as calculated by the Contingency Fee calculation in Paragraph 1 of Exhibit A, and, in that instance, the City may direct that the statutory attorneys' fee award be paid directly to Counselors by the Defendants, and the City shall pay the difference between the Contingency Fee and the attorneys' fee awarded out of the City's recovery in the Litigation.

**5. Reasonableness.**

The City and Counselors have discussed the reasonableness of the contingency fees provided for in this Contract, as opposed to an hourly rate, a fixed fee, quantum merit, or some other possible basis for calculating the Attorneys' Fees to be paid to Counselors. The City and Counselors agree that under all the circumstances a contingency fee is the most reasonable and equitable way to compensate Counselors in light of the effort required, the risks to be undertaken in the Litigation, and other applicable factors. The City and Counselors further understand that the substantial effort required will not be compensated if there is no recovery. Therefore, the City agrees that it will not contest the reasonableness or fairness of this contingency fee contract.

6. **Possible Efforts of Defendants to Invalidate Agreement.**

The City and Counselors are aware that, in the past, defendants in litigation involving public entities have challenged and sought to invalidate contingency fee arrangements between public entities and outside counsel. The City and Counselors believe that any such challenges to this Contract would lack merit and that this contingency fee arrangement as set forth above is valid and in the public interest. The City agrees to join Counselors in opposing any such challenge. However, if this contingency fee contract is found to be invalid, Counselors agree to continue to represent the City. Under said circumstances, if there is a recovery, Counselors shall be compensated based on the reasonable value of its legal services and will be reimbursed for Costs. If there is no recovery, the City will owe nothing for Attorneys' Fees or Costs.

7. **Division of Attorneys' Fees.**

Counselors may divide the Attorneys' Fees received for the legal services provided under this Contract with other attorneys or law firms retained as associate counsel and approved by the City in writing. The terms of the division, if any, will be disclosed to the City. The City is informed that, under the Rules of Professional Conduct of the State Bar of Texas, such division may be made only with the City's written consent after a full disclosure to the City in writing that a division of Attorneys' Fees will be made, the identity of the lawyer or law firms involved, the basis upon which Attorneys' Fees will be divided, and of the terms of such division. The City will not unreasonably withhold approval of associate counsel recommended by Counselors or unreasonably refuse to consent to a proposed division of Attorneys' Fees among counsel.

8. **Recitals Pursuant to Tex. Gov't Code Ch. 2254.**

- 8.1 Counselors shall keep current and complete written time and expense records that describe in detail the time and money spent each day in performing the contract, as required under Tex. Gov't Code § 2254.104(a).
- 8.2 Counselors shall permit the governing body or governing officer of the City, the attorney general, and the state auditor, or other officials as appropriate, to inspect or obtain copies of the time and expense records at any time on request, as required under Tex. Gov't Code § 2254.104(b).
- 8.3 On conclusion of the matter for which Counselors were obtained, Counselors shall provide the City with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows the Counselors' computation of the amount of the contingent fee, and contains the final complete time and expense records, as required under Tex. Gov't Code § 2254.104(c). The complete written statement required under this section is public information subject to disclosure under Tex. Gov't Code § 2254.104(d).
- 8.4 All time and expense records required herein are public information subject to required public disclosure under Texas Government Code Chapter 552. Information in the records may be withheld from a member of the public under Section 552.103 only if, in addition to meeting the requirements of Section 552.103,

the City Attorney determines that withholding the information is necessary to protect the City's strategy or position in pending or reasonably anticipated litigation. Information withheld from public disclosure shall be segregated from information that is subject to required public disclosure. Public disclosure may not be withheld, and is required, regarding the written statement required by Tex. Gov't Code § 2254.104(d).

- 8.5 Any subcontracted legal or support services performed by a person who is not a contracting attorney, partner, shareholder, or employee of Counselors is an expense subject to reimbursement only in accordance with Tex. Gov't Code § 2254.105(4).
- 8.6 The method for payment of litigation and other expenses and, if reimbursement of any expense is contingent on the outcome of the matter or reimbursable from the amount recovered in the matter, whether the amount recovered for purposes of the contingent fee computation is the amount obtained before or after expenses are deducted, as required under Tex. Gov't Code § 2254.105(3).
- 8.7 The amount of the contingent fee and reimbursement of expenses under the Contract will be paid and limited in accordance with Tex. Gov't Code § 2254.105(5).
- 8.8 Counselors' contingent fee is limited to the lesser of 1) the contingent fee set forth in paragraph 1. above or 2) four times Counselors' base fee, as that term is used in Tex. Gov't Code § 2254.106.

Because of the expected difficulties in performing the work under this Agreement, the amount of expenses expected to be risked by Counselors, the expected risk of no recovery, and the expected long delay in recovery, a reasonable multiplier for the base fee in this matter is four. Counselors' reasonable hourly rate for the work performed under the Agreement is \$990 an hour for principals and partners of any members of the three Counselors' firms, \$855 for of counsel/senior counsel, \$795 an hour for senior level associates practicing 10 years or more; \$550 per hour for other attorneys, and \$325 per hour for paralegals or law clerks consistent based on the reasonable and customary rate in the relevant locality for the type of work performed and on the relevant experience, demonstrated ability, and standard hourly billing rate, if any, of the person performing the work, as required under Tex. Gov't Code §2254.106(a). These rates apply to the subcontracted work performed, if any, by an attorney, law clerk, or paralegal. The base fee will be computed pursuant to Subchapter C, Chapter 2254 of the Texas Gov't Code by multiplying the number of hours the attorney, paralegal or law clerk worked in providing legal or support services for the City times the reasonable hourly rate for the work performed by the attorney, paralegal or law clerk. The base fee is computed by adding the resulting amounts. The computation of the base fee does not include hours or costs attributable to work performed by a person who is not employed by Counselors.

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**CITY COUNCIL AGENDA**  
**October 4, 2022**

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**ITEM/SUBJECT:** A Resolution of the City of Wichita Falls, Texas, finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") application to change rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel.

**INITIATING DEPT:** Legal

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**STRATEGIC GOAL:** Efficiently Deliver City Services

**STRATEGIC OBJECTIVE:** Practice effective governance

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**COMMENTARY:** On May 13, 2022, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. The impact of this requested increase on an average residential customer using 1,300 kWh/month would be about \$6.02 per month.

In a prior City action, Oncor's rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas, where the appeal will be consolidated with Oncor's filing (i.e., PUC Docket No. 53601) currently pending at the Commission.

All cities with original jurisdiction will need to adopt the Resolution prior to October 30, 2022.

☒ **City Attorney**

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**ASSOCIATED INFORMATION:** Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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**Resolution No. \_\_\_\_\_**

**A Resolution of the City of Wichita Falls, Texas, finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") application to change rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel**

WHEREAS, the City of Wichita Falls, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost-effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about May 13, 2022, Oncor filed with the City an application to increase system-wide transmission and distribution rates by \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's Application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the Application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

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

Section 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied. PASSED AND APPROVED this the 4<sup>th</sup> day of October, 2022.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law, and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202, and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, TX 78701.

PASSED AND APPROVED this the 4<sup>th</sup> day of October, 2022.

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M A Y O R

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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**CITY COUNCIL AGENDA  
OCTOBER 4, 2022**

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**ITEM/SUBJECT:** Resolution authorizing the purchase of one (1) Tymco Model 600 Regenerative Air Sweeper through the Houston-Galveston Area Cooperative (H-GAC) from Tymco, Inc. in the amount of \$327,260.00.

**INITIATING DEPT:** Public Works

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**STRATEGIC GOAL:** Efficiently Deliver City Services

**STRATEGIC OBJECTIVE:** N/A

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**COMMENTARY:** The City is required to limit the debris and sediment that drains from the streets into our drainage system per our Municipal Separate Storm Sewer System (MS4) Storm Water Management permit. The replacement unit will be used by the Street Division to meet the storm water drainage system maintenance requirements. The unit will replace a 2009 Tymco that is no longer serviceable. Staff recommends the regenerative model from Tymco because it is a better fit for the City's sweeping requirements and it matches the existing fleet for maintenance purposes. We also have a positive history of customer service, reliability and timely parts delivery with Tymco.

*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.*

Due to inflation and other rising economic costs, the estimated purchase price of the replacement sweeper increased since quoted in May 2022 when the budget was submitted. The Stormwater Utility fund has the available balance to transfer the needed funds from budgeted capital for FY22-23 to cover the increased cost. Therefore, staff recommends the purchase of one (1) Tymco Model 600 Regenerative Air Sweeper through the H-GAC purchasing cooperative from Tymco, Inc. in the amount of \$327,260.00

Budgeted Cost \$310,000.00.

☒ **Director of Public Works**

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**ASSOCIATED INFORMATION:** Resolution , Quote

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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Resolution No. \_\_\_\_\_

**Resolution authorizing the purchase of one (1) Tymco Model 600 Regenerative Air Sweeper through the H-GAC Purchasing Cooperative from Tymco, Inc. in the amount of \$327,260.00**

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 TYMCO, Inc. is offering one (1) Tymco Model 600 Regenerative Air Sweeper through the H-GAC Purchasing Cooperative, and it is in the City's best interest to purchase equipment in accordance with the Cooperative Purchasing Programs.

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

City staff is authorized to execute documents necessary to purchase one (1) Tymco Model 600 Regenerative Air Sweeper through the H-GAC Purchasing Cooperative from Tymco, Inc. in the amount of \$327,260.00.

PASSED AND APPROVED this the 4<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

<b>HGACBuy</b>		<b>CONTRACT PRICING WORKSHEET</b> For MOTOR VEHICLES Only		Contract No.:	SW04-20	Date Prepared:	8/31/2022
<b>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</b>							
Buying Agency:	City of Wichita Falls, TX			Contractor:	TYMCO, Inc. <b>(ISSUE P.O. TO TYMCO, Inc.- email below)</b>		
Contact Person:				Prepared By:	Kaye Morgan		
Phone:				Phone:	254-799-5546		
Fax:				Fax:	254-799-2722		
Email:				Email:	kaye.morgan@tymco.com		
Product Code:	B53	Description:	TYMCO Model 600 Regenerative Air Sweeper				
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>							\$ 182,070.00
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if</b>							
Description		Cost	Description		Cost		
AWTI Camera/Monitor System - 2 cameras 600008-B		\$ 1,100.00	Sweeper Deluge 600013		\$ 1,050.00		
Gutter Broom Tilt Adjuster - Right/Left 600022		\$ 1,700.00	Hopper Load Indicators 600019		\$ 410.00		
Abrasion Protection Package 600036		\$ 1,275.00	Auxiliary Hydraulic System 600053		\$ 1,130.00		
Broom Assist Pick-Up Head 600064		\$ 5,265.00	Pick-Up Head Curtain Lifter 600087		\$ 1,605.00		
Stainless Hopper w/High Capacity Dust Sep. 600091		\$ 23,130.00	2023 Freightliner M2-106 Chassis 600706		\$ 99,675.00		
Traffic Directing Light - LED 600823		\$ 1,200.00					
			<b>QUOTE GOOD FOR 30 DAYS</b>				
High Capacity Dust Separator is standard on HGAC contract							
					<b>Subtotal From Additional Sheet(s):</b>		
					<b>Subtotal B:</b>		\$ 137,540.00
<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.</b>							
Description		Cost	Description		Cost		
Federal Inspection Sticker		\$ 250.00	Dump Switch in Cab		\$ 200.00		
(3) LED Floodlights - Additional (2-Ft. Bumper/I-PUH		\$ 600.00	Additional Nozzle w/Separate Switch: Hopper; RGB		\$ 800.00		
			Hopper Screen Vibrator		\$ 1,800.00		
			Stainless Steel Blower Housing		\$ 1,500.00		
					<b>Subtotal C:</b>		\$ 5,150.00
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		2%	
<b>D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)</b>							\$ 324,760.00
Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 324,760.00	=	<b>Subtotal D:</b>		\$ 324,760.00
<b>F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation</b>							
Description		Cost	Description		Cost		
Freight/PDI/Inservice		\$ 2,500.00					
					<b>Subtotal F:</b>		\$ 2,500.00
<b>Delivery Date:</b>		<b>210 - 240 Days</b>		<b>G. Total Purchase Price (D+E+F):</b>		<b>\$ 327,260.00</b>	

<b><i>DIVISION</i></b>	<b><i>YEAR</i></b>	<b><i>MAKE</i></b>	<b><i>MILEAGE</i></b>
Streets	2009	Tymco	87,130

