

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



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, June 20, 2023, 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/cityofwichitafalls>)**
- 3. A video of the meeting will be posted on the City's YouTube page (<https://www.youtube.com/cityofwf>)**

Item #

1. Call to Order
2. (a) Invocation: Pastor Kile Bateman
Evangel Church

(b) Pledge of Allegiance

CONSENT AGENDA

3. Approval of minutes of the June 6, 2023 Regular Meeting of the Mayor and City Council.
4. Resolutions
 - (a) Resolution authorizing the City Manager to award bid and contract for the 2023 Alley Rehabilitation Project to Scales Concrete Construction Co., Inc. in the amount of \$368,027.00

5. Receive Minutes

- (a) Employee Benefits Trust Board, October 27, 2022
- (b) Fire Fighters and Police Officers' Civil Service Commission, January 18, 2023
- (c) Wichita Falls MPO Transportation Policy Committee, January 24, 2023
- (d) Lake Wichita Revitalization Committee, May 9, 2023

REGULAR AGENDA

6. Ordinances

- (a) Ordinance amending the Employee Benefit Trust Agreement to update the fifth Trustee from *Deputy City Manager* to *City Manager Designee*
- (b) Ordinance authorizing the City Manager to approve a request from the Catholic Diocese of Fort Worth to close, vacate, and abandon two alleys adjacent to 1501 9th Street that consist of approximately 13,750 square feet more or less as depicted and indicated on the attached plat maps
- (c) Ordinance authorizing the City Manager to execute all documents necessary to apply for and accept \$1 million in Federal Aviation Administration Entitlement grants for snow removal equipment at Wichita Falls Regional Airport

7. Resolutions

- (a) Resolution authorizing the purchase of an Oshkosh H-Series Snow Broom for the Wichita Falls Regional Airport through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Siddons Martin Emergency Group, LLC in the amount of \$1,093,345.00
- (b) Resolution authorizing the purchase of a 2023 John Deere 310P Backhoe through the Sourcewell Purchasing Cooperative from Yellowhouse Machinery Co. in the amount of \$155,000.00 for the Streets Division
- (c) Resolution to accept the written offers as presented for 7 Trustee parcels and authorizing execution of the Quitclaim Deed to convey title to Samuel Majano, Marvin Baggett, Judy Charley, Henry Soto, and Delfino Maldonado
- (d) Resolution re-appointing Troy Farris, Ed.D. to the Wichita County-City of Wichita Falls Hospital Board

- (e) Resolution authorizing the City Manager to execute all documents necessary to purchase 144 computer workstations from Unique Digital Technology, LLC in the amount of \$121,979.52
- (f) Resolution authorizing the City Manager to Approve Change Order No. 1 & Final for the 2022 Sewer Budget Utility Improvement Project - Phase 2 in the amount of \$99,050.00
- (g) Resolution authorizing the City Manager to award bid and contract for the Quail Creek Drainage Improvements to Scales Concrete Construction Co., Inc. in the amount of \$6,971,470.00
- (h) Resolution approving an agreement under the Meet and Confer process to allow for the creation of a non-civil service classification of temporary, part-time Reserve Police Officers; and to allow for the hiring of temporary, part-time Reserve Police Officers to assist in non-patrol sections of the Police Department to perform duties where there are insufficient numbers of regular, full-time Police Officers to fulfill the required duties

8. Other Council Matters

Announcements concerning items of community interest from members of the City Council. No action will be taken or discussed.

- 9. Comments from the public to members of the city council concerning items that are not on the city council agenda. People wishing to address the council should sign up prior to the start of the meeting. A three-minute time frame will be adhered to for those addressing their concerns. Since comments from citizens are not posted agenda items, the City Council is prohibited from deliberating or taking any action, other than a proposal to place the item on a future agenda. Staff may provide factual statements in response to inquiries or recite existing policy.

10. Executive Sessions

- (a) Executive session in accordance with Texas Government Code §551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, dismissal of a public officer or employee (including, but not limited to, City-County Hospital Board)
- (b) Executive Session in accordance with Texas Government Code § 551.087, to discuss or deliberate the offer of a financial or other incentive to a business prospect that the City Council seeks to have, locate, stay, or expand in or near the territory of the City of Wichita Falls and with which the City and/or economic development corporations created by the City are conducting economic development negotiations (including, but not limited to, the WFEDC project for the Wichita Falls Regional Airport Master Plan).

11. Pre-Budget Workshop for Fiscal Year 2023-2024

12. Adjourn

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

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

CERTIFICATION

I certify that the above notice of meeting was posted on the bulletin board at Memorial Auditorium, Wichita Falls, Texas on the 14th day of June, 2023 at 4:15 o'clock p.m.



City Clerk



City of Wichita Falls
City Council Meeting
Minutes
June 6, 2023



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
Jeff Browning	-	
Steve Jackson	-	
Larry Nelson	-	
Michael Smith	-	
Darron Leiker	-	City Manager
Kinley Heggland	-	City Attorney
Marie Balthrop	-	City Clerk

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

Item 2a – Invocation

Maj Manuel D Duante, USAF AETC 82 TRW/HC, Sheppard AFB, U.S. Air Force, gave the invocation.

Item 2b – Pledge of Allegiance

Rio del Fierro Composite Squadron, Civil Air Patrol, U.S. Air Force Auxiliary led the Pledge of Allegiance.

Item 3a – Employee of the Month – John Hawksley, IT/ Facilities,

8:34 a.m.

Mayor Santellana recognized John Hawksley as the Employee of the Month for June 2023 and shared a brief video. Mayor Santellana congratulated Mr. Hawksley and presented him with a plaque, letter of appreciation, dinner for two, and a check, and thanked him for his service.

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Item 3b- Proclamation – Man Up & Mentor Month, Big Brothers Big Sisters

8:38 a.m.

Mayor Santellana read a proclamation proclaiming June 2023 as Man Up and Mentor Month in Wichita Falls and urged citizens to encourage one another to man up and mentor by becoming a volunteer with Big Brothers Big Sisters and help to continue to strengthen our community's youth by creating lifelong friendships and giving them hope for a better future.

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Item 4-6 – Consent Items

8:39 a.m.

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

Moved by Councilor Browning to approve the consent agenda.

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

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

Nays: None

Item 4 – Approval of Minutes of the May 16, 2023, Regular Meeting of the Mayor and City Council

Item 5 – Receive Minutes

(a) WFMPO Technical Advisory Committee, January 13, 2023

(b) Wichita Falls Park Board, February 23, 2023

(c) Civil Service Commission, March 9, 2023

(d) Wichita Falls-Wichita County Public Health Board, March 10, 2023

(e) Wichita Falls Park Board, March 23, 2023

(f) Landmark Commission, April 25, 2023

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Item 6a – Ordinance 25-2023

8:40 a.m.

Ordinance making an appropriation to the Special Revenue Fund for the HIV Prevention Grant Program in the amount of \$138,272 received from the Department of State Health Services (DSHS), and authorizing the City Manager to execute contract accepting same.

Moved by Councilor Brewer to approve Ordinance 25-2023.

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

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

Nays: None

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Item 6b – Ordinance 26-2023

8:42 a.m.

Ordinance making an appropriation to the Special Revenue Fund for the Women, Infants, and Children (WIC) Grant Program in the amount of \$190,383.17 received from the Texas Health and Human Services Commission (HHSC), and authorizing the City Manager to execute contract accepting same.

Moved by Councilor Brewer to approve Ordinance 26-2023.

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

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

Nays: None

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Item 6c – Ordinance 27-2023

8:43 a.m.

Ordinance making an appropriation to the Special Revenue Fund for the Texas Epidemiology Capacity Expansion Grant Program in the amount of \$166,936 received from the Department of State Health Services (DSHS) and authorizing the City Manager to execute contract accepting same.

Moved by Councilor Browning to approve Ordinance 27-2023.

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

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

Nays: None

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Item 6d – Ordinance 28-2023

8:45 a.m.

Ordinance amending Chapter 102 of the Code of Ordinances by creating ArticleIX – Golf Cart, providing for severability, and setting an effective date.

Moved by Councilor Brewer to approve Ordinance 28-2023.

Motion seconded by Councilor Browning.

Chief Borrego discussed the proposed Ordinance, its purpose, and state law.

James McKechnie, Assistant City Attorney, gave a presentation describing the differences between all off-highway vehicles, and neighborhood electric vehicles, and state law pertaining to each. The Ordinance presented today only includes golf carts. State law allows a municipality to expand regulations for off-highway vehicles, but not for neighborhood electric vehicles.

There was brief discussion regarding the exclusion of other off-highway vehicles, passenger limits, amending the Ordinance, and complaints regarding underage drivers.

Trey Sralla, 401 N. Scott, Eddie Hill's Fun Cycles, addressed the Council thanked them for their service and encouraged them to look at amending the Ordinance to add other off-highway vehicles in accordance with transportation codes, instead of excluding

citizens that responsibly use other off-highway vehicles. Mayor Santellana asked if other off-highway vehicles come with packages that include lights and other safety features, and Mr. Sralla stated that would be an add on.

There was a brief discussion regarding individuals already getting tags for off-highway vehicles, that the registration office provides education on who can and cannot drive, and other safety issues when a tag is issued. Individuals are already using these types of vehicles and some Councilors expressed their desire to amend the ordinance to include other off-highway vehicles.

Mr. Heggglund stated that a separate Ordinance could be presented at a future meeting to include other off-highway vehicles if desired.

Councilor Jackson made a motion to table this item.

The motion was seconded by Councilor Smith.

Jeff Howard, #9 Rockcliff Circle, addressed the Council and stated that sometimes these vehicles are used for mobility issues, and not just for joy rides.

Mayor Santellana thanked him for his comments as he had not considered that.

Chief Borrego stated if the Ordinance is tabled, citizens will not be able to legally use their golf carts over the summer. There was brief discussion about passing the Ordinance today and coming back later to add additional regulations. Mr. Sralla stated that passing the Ordinance as presented will prevent other off-highway vehicle owners to use their vehicles over the summer.

The motion to table failed with the following vote:

Aye: Councilors Jackson, Smith, Nelson

Nay: Mayor Santellana, and Councilors Brewer, Browning, and Whiteley,

Motion to table failed.

The original motion carried by the following vote:

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

Nays: Councilors Jackson, Nelson, and Smith.

Item 6e – Ordinance 29-2023

9:17 a.m.

Ordinance canceling the regularly scheduled Council meeting on July 4, 2023.

Moved by Councilor Brewer to approve Ordinance 29-2023.

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

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

Nays: None

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Item 7a – Resolution 59-2023

9:18 a.m.

Resolution authorizing the removal and replacement of one (1) 17.5 ton and one 20 ton rooftop unit located on the MPEC's Ray Clymer Exhibit Hall in the amount of \$53,544.

Moved by Councilor Browning to approve Resolution 59-2023.

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

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

Nays: None

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Item 7b – Resolution 60-2023

9:20 a.m.

Resolution authorizing the award of bid for the City's estimated annual requirement of Curb & Gutter ready mix and Class A to Diamond M Concrete in the amount of \$101,000.00; Class S and Flowable Fill to Blue Quill Trucking, LLC dba Falls Redimix, LLC in the amount of \$423,850.00; and Class C-C ready mix to OK Concrete Company in the amount of \$64,500.00.

Moved by Councilor Brewer to approve Resolution 60-2023.

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

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

Nays: None

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Item 7c(i) – Public Hearing for the proposed 2023 Fourth Year Annual Action Plan of the adopted Five Year 2020-2024 Public Housing Agency (PHA) Plan

9:23 a.m.

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

Terry Floyd, Director of Development Services discussed the fourth year of the Five Year 2020-2024 Public Housing Agency (PHA) Plan, and stated that staff does not recommend any modifications to the proposed plan. Mr. Floyd discussed the purpose of the Housing Choice Voucher Program, the requirements for the program, and the application process. There are approximately 872 receiving assistance, 70 voucher holders looking for housing, and 49 on the waiting list, with the average assistance being \$402 per voucher.

There were no public comments

Mayor Santellana closed the public hearing at 9:27.

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Item 7c(ii) – Resolution 61-2023

9:07 a.m.

Resolution approving the proposed 2023 Fourth Year Annual Action Plan of the adopted Five Year 2020-2024 Public Housing Agency (PHA) Plan.

Moved by Councilor Browning to approve Resolution 61-2023.

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

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

Nays: None

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Item 7d – Resolution 62-2023

9:27 a.m.

Resolution authorizing the City Manager to award bid and contract for the New Restroom and Cart Barn Canopy/Pavilion addition at Champions Course at Weeks Park to Cage Construction and Management Co. dba Gary Baker Construction, in the amount of \$412,792.00.

Moved by Councilor Brewer to approve Resolution 62-2023.

Motion seconded by Councilor Browning.

There was brief discussion regarding concerns about the bid process used and the legality of the process since the architect and construction company are owned by the same person. It was stated that the bid process was completed in accordance with state law, that we would not want to penalize a low bidder just because they own two companies, and the possibility of adjusting wording for the low bid process or using the construction manager at risk route in the future to prevent this issue. It was noted that play is up and improvements to the course are appreciated.

Gary Baker 4530 Weeks Park Lane, owner of both Gary Baker and Associates and Gary Baker Construction, assured the Council and public they would be getting the best job possible, and receiving a quality project. He stated that per the ethics of the Architectural Foundation, if he provides incorrect specifications, or uses products that are inferior to the specifications, he could lose his license. He is a lifelong citizen of Wichita Falls and will make sure the City gets the best product at the lowest possible price.

Motion carried by the following vote:

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

Nays: Councilors Jackson and Nelson

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Item 7e – Resolution 63-2023

9:39 a.m.

Resolution authorizing the City Manager to execute all documents necessary to submit payment to ServiceMaster of Wichita Falls for water removal and dehumidification of the Wichita Falls – Wichita County Public Health District in the amount of \$390,749.

Moved by Councilor Browning to approve Resolution 63-2023.

Motion seconded by Councilor Smith.

It was stated that this project is covered by our catastrophic insurance policy, that TML combined the MPEC flood and Health Department flood as one claim, and that the City will only pay one \$250,000 deductible.

Motion carried by the following vote:

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

Nays: None

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Item 7f – Resolution 64-2023

9:41 a.m.

Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC/4A) by amending the budget to include an up to \$76,000 expenditure to the City of Wichita Falls to be used as 10% matching funds to update the Wichita Falls Regional Airport Master Plan.

Moved by Councilor Browning to approve Resolution 64-2023.

Motion seconded by Councilor Smith.

John Burris discussed the current master plan which is over 10 years old, the \$50 million in projects included in the plan that have been completed, the process and considerations for the updated plan, and items that will be included in the plan. Mr. Leiker stated that 4B supported the project due to the possibility of additional high paying jobs, and that the City is working closely with Sheppard Air Force Base.

Kimberly Jackson, 406 Morningside, pointed out that there is a local airport committee, and she suggested that before funds are spent we see if the local aviation committee could assist.

Mr. Burrus stated the committee she is speaking of is the airport zoning committee and there will be public meetings during the process to encourage public comment and participation. The Chamber of Commerce, local aviation community, and Sheppard Air Force Base will be included.

Clint Wagoner, 4417 Barbados, Installation Planner for Sheppard Air Force Base, stated he has been working with Mr. Burrus on the project.

Motion carried by the following vote:

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

Nays: None

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

9:54 a.m.

Councilor Brewer asked David Coleman to discuss the Veteran's Plaza. Mr. Coleman, 3719 Cedar Elm Lane, Chair of the Lake Wichita Committee, thanked the Council for their support and gave special thanks to Public Works/Engineering, Blake Jurecek, and the Parks Department for their support and work as they were instrumental in making this happen. He also thanked John Burrus for getting the trolley to the event. Councilor Jackson asked when the parking lot and road will be completed, Mr. Schreiber stated he is waiting on Freeman to give him the schedule. Councilor Brewer thanked Mr. Coleman for all he does for the community.

Councilor Smith stated that over the past few decades, there were two different organizations that assisted with City beautification and stated he would like to revitalize these two organizations to assist with picking up trash and assisting with beautification. He feels you get one chance to make a first impression to visitors and he encouraged citizens to reach out to him if they are interested in supporting this project. He thanked everyone for attending the meeting.

Councilor Whiteley congratulated Amy Fagan for her new position and for all of the grants, and congratulated the employee of the month. He had a couple of phone calls complaining about the golf course regarding weeds, and Mr. Jurecek stated they are aware of the issue, and stated Perm-O-Green had some staffing issues but that has been resolved. Councilor Whiteley discussed the tragedy of losing two bicycle riders this past week in the County, stated that Wichita Falls is a bicycle friendly community, and implored people to pay attention to bicycle riders on the street and to make bike travel safer to prevent these tragedies.

Councilor Nelson thanked Councilor Browning for attending the grand opening of the new United with him. He feels the new store will eliminate some congestion at United Market Street. He asked Chief Borrego about the two year plan on body cameras. Chief Borrego stated he is still working with the state and federal on the grant, as the grant is not finalized.

Mayor Santellana congratulated Amy Fagan on her appointment, encouraged citizens to attend the July 4th in the Falls event, and congratulated John for being employee of the month as it is a huge responsibility taking care of the aged facilities we have.

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

10:02 a.m.

Joyce Stephens, 1218 North 8th Street, stated the fire department broadcast system worked good for three weeks and is no longer working. She gave kudos to the parks department for taking care of a yard that was overgrown, and to the Street department for paving an area at North 10th and Vermont.

Becky Raeke, 2420 Reilly Rd., addressed the council to make a point about bike safety and discussed the loss of Lisa and Charlie McBride. She discussed Nancy Beaver, and Jose Guadalupe Martinez, who also lost their lives after being hit by a vehicle while riding. She is thankful for the support of John Burrus and city staff, and stated we are a bike friendly community and have made progress, but there is more work to be done, and stated she also recently had a friend hit on Jacksboro Highway while riding that suffered broken bones. She discussed actions that have been proposed to improve bike safety, and read a portion of the letter that was sent to the City that proposed changes and asked for creation of city bike program manager that would stay on the forefront of this issue. Ms. Raeke stated the city has a history of supporting recreation and asked that they include cyclists in the vulnerable road use Ordinance, and make sure to put it at the top of the agenda. She stated that Bike Wichita Falls is a volunteer organization but they need a paid City position to assist with dealing with all departments and provide input on all City projects.

David Coleman, 3719 Cedar Elm, thanked Becky for her statements and thanked the Council for their support. He suggested an ongoing public awareness program for bicycle, pedestrian, and golf cart safety and to personalize the issue in hopes of having citizens pay more attention when they are driving. He believes a public awareness campaign would help.

Diana Snow, 4811 Marshall Lane, thanked the Council and John Burrus for all they do for Bike Wichita Falls, and stated there needs to be a safety campaign.

Pablo Cruz, 2202 Harrison, discussed the recruitment of students to MSU and how safety is a big consideration.

Meg Nester, 808 S. Preston, Burkburnett, spoke in support of the comments made by Becky and David Coleman. Cycling is a huge presence in the community, and cyclists and cycling cannot only be recognized one weekend in August during the Hotter than Hell

event. In just over a year there have been 4 individuals who have lost their lives while cycling, and the last year has also been the worst for motorcycle accidents. She asked how we can bring awareness, and stressed the importance of paying attention while operating a motor vehicle. She asked if there can be an advertisement campaign, and a city employee to be an advocate.

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Item 10 – Executive Sessions

City Council adjourned into Executive Session at 10:23 a.m. in accordance with Texas Government Code §551.072, §551.071 and §551.087.

City Council reconvened at 11:30 a.m.

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

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Item 11 –Adjourn

Mayor Santellana adjourned the meeting at 11:30 am.

PASSED AND APPROVED this 20th day of June 2023.

Stephen Santellana, Mayor

ATTEST:

Marie Balthrop, TRMC, MMC
City Clerk

CITY COUNCIL AGENDA
June 20, 2023

ITEM/SUBJECT: Resolution authorizing the City Manager to award bid and contract for the 2023 Alley Rehabilitation Project to Scales Concrete Construction Co., Inc. in the amount of \$368,027.00.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Provide Quality Infrastructure

STRATEGIC OBJECTIVE: n/a

COMMENTARY: On May 23, 2023, bids were opened for the 2023 Alley Rehabilitation Project. This project is generally described as the rehabilitation of various concrete alleys, sanitary sewers & Transfer Station drainage improvements, and associated work. The Engineer's estimate for the Base Bid and Add/Alts No. 1, 2, 4, 5, 7, 8 & 11 is \$380,000.00.

The bids received for this project, which includes the Base Bid and Add/Alts No. 1, 2, 4, 5, 7, 8 & 11, are as follows:

<u>COMPANY</u>	<u>AMOUNT</u>
Scales Concrete Construction Co. Inc. – Wichita Falls, TX	\$ 368,027.00
Freeman Paving, LLC – Vernon, TX	\$ 572,977.50

Scales Concrete Construction Co. Inc. is a local contractor that has successfully completed similar projects for the City in the past and therefore staff recommends award of the contract to Scales Concrete Construction Co. Inc. in the amount of \$368,027.00, which includes the Base Bid and Add/Alts No. 1, 2, 4, 5, 7, 8 & 11, based on unit price quantities.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution, Bid Tab, Location Maps

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to award bid and contract for the 2023 Alley Rehabilitation Project to Scales Concrete Construction Co., Inc. in the amount of \$368,027.00

WHEREAS, the City of Wichita Falls has advertised for bids for the 2023 Alley Rehabilitation Project; and,

WHEREAS, it is found that the lowest responsible bidder is Scales Concrete Construction Co. Inc., who made a unit price bid with an estimated total of \$368,027.00.

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

The unit price bid for the 2023 Alley Rehabilitation Project is awarded to Scales Concrete Construction Co. Inc. in an estimated total amount of \$368,027.00, and the City Manager is authorized to execute a contract for the City with Scales Concrete Construction Co., Inc. for the construction of such project.

PASSED AND APPROVED this the 20th day of June 2023.

MAYOR

ATTEST:

City Clerk

2023 Alley Rehabilitation Project
CWF23-530-11
Bid Date: May 23, 2023

BASE BID ** ORDER OF BIDS FROM LOWEST TO HIGHEST **				Scales Concrete Construction Co. Inc. Wichita Falls, TX		Freeman Paving, LLC Vernon, TX	
Pay Item	Description	Unit	Project Totals	Unit Price	Total	Unit Price	Total
107-TS	TRENCH SAFETY SYSTEM	LF	461	\$5.00	\$2,305.00	\$2.50	\$1,152.50
200.1	SITE PREPARATION & MOBILIZATION (NOT TO EXCEED 5%)	LS	1	\$13,000.00	\$13,000.00	\$20,000.00	\$20,000.00
202.6-HM	HYDROMULCH, SEEDING & WATERING	SY	102	\$10.00	\$1,020.00	\$3,000.00	\$306,000.00
203.3-P	REMOVE EXISTING PAVEMENT	SY	1,027	\$20.00	\$20,540.00	\$15.00	\$15,405.00
301.2-6	6" SOIL STABILIZATION	SY	660	\$30.00	\$19,800.00	\$35.00	\$23,100.00
301.5-8	8" FLEX BASE	SY	221	\$14.00	\$3,094.00	\$85.00	\$18,785.00
303-P-10	10" REINFORCED CONCRETE PAVEMENT	SY	360	\$110.00	\$39,600.00	\$125.00	\$45,000.00
303.6	INSTALL 6" REINFORCED CONCRETE ALLEY	SY	505	\$95.00	\$47,975.00	\$78.00	\$39,390.00
305-F	4" CONCRETE FLUME	SY	60	\$90.00	\$5,400.00	\$125.00	\$7,500.00
305-VG	10" REINFORCED CONCRETE VALLEY GUTTER	SY	115	\$130.00	\$14,950.00	\$125.00	\$14,375.00
305.2-AP	INSTALL 6" REINFORCED CONCRETE APPROACH	SY	95	\$120.00	\$11,400.00	\$78.00	\$7,410.00
305.2-SW	REMOVE & REPLACE 4" CONCRETE SIDEWALK	SY	4	\$175.00	\$700.00	\$200.00	\$800.00
402	PAVEMENT REPAIR	SY	88	\$153.00	\$13,464.00	\$120.00	\$10,560.00
501.17-6	INSTALL 6" SDR 26 PVC SANITARY SEWER PIPE	LF	461	\$149.00	\$68,689.00	\$100.00	\$46,100.00
502.1-MH	REMOVE & REPLACE 4' DIA. SANITARY SEWER MANHOLE	EA	1	\$8,300.00	\$8,300.00	\$6,000.00	\$6,000.00
502.2-CO	INSTALL SANITARY SEWER CLEANOUT	EA	1	\$2,500.00	\$2,500.00	\$900.00	\$900.00
801	TEMPORARY BARRICADING & TRAFFIC CONTROL	LS	1	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
803.3-8	8" ROCK RIPRAP	CY	2	\$400.00	\$800.00	\$250.00	\$500.00
Total Base Bid				\$281,537.00		Total Base Bid	\$572,977.50

ADDITIVE / ALTERNATE NO. 1 - POLK ST & TAYLOR ST ALLEY				Scales Concrete Construction Co. Inc. Wichita Falls, TX		Freeman Paving, LLC Vernon, TX	
Pay Item	Description	Unit	Project Totals	Unit Price	Total	Unit Price	Total
203.3-P-ALT-1	REMOVE EXISTING PAVEMENT	SY	147	\$30.00	\$4,410.00	-	\$0.00
303.6-ALT-1	INSTALL 6" REINFORCED CONCRETE ALLEY	SY	147	\$105.00	\$15,435.00	-	\$0.00
Total Add / Alt No. 1				\$19,845.00		Total Add / Alt No. 1	\$0.00

ADDITIVE / ALTERNATE NO. 2 - MONROE ST & POLK ST ALLEY				Scales Concrete Construction Co. Inc. Wichita Falls, TX		Freeman Paving, LLC Vernon, TX	
Pay Item	Description	Unit	Project Totals	Unit Price	Total	Unit Price	Total
203.3-P-ALT-2	REMOVE EXISTING PAVEMENT	SY	176	\$30.00	\$5,280.00	-	\$0.00
303.6-ALT-2	INSTALL 6" REINFORCED CONCRETE ALLEY	SY	176	\$105.00	\$18,480.00	-	\$0.00
Total Add / Alt No. 2				\$23,760.00		Total Add / Alt No. 2	\$0.00

ADDITIVE / ALTERNATE NO. 3 - LAKEFRONT DR & PARKLANE DR ALLEY				Scales Concrete Construction Co. Inc. Wichita Falls, TX		Freeman Paving, LLC Vernon, TX	
Pay Item	Description	Unit	Project Totals	Unit Price	Total	Unit Price	Total
203.3-P-ALT-3	REMOVE EXISTING PAVEMENT	SY	386	\$30.00	\$11,580.00	-	\$0.00
303.6-ALT-3	INSTALL 6" REINFORCED CONCRETE ALLEY	SY	386	\$105.00	\$40,530.00	-	\$0.00
Total Add / Alt No. 3				\$52,110.00		Total Add / Alt No. 3	\$0.00

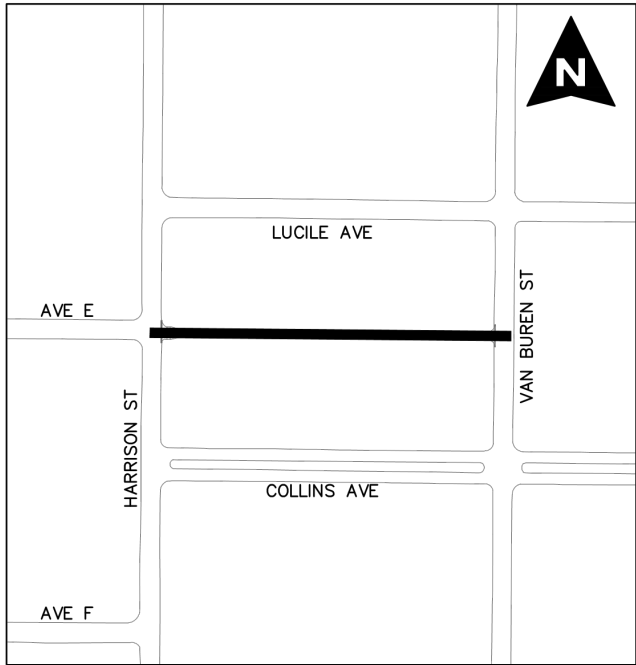
ADDITIVE / ALTERNATE NO. 4 - TAYLOR ST & POLK ST ALLEY				Scales Concrete Construction Co. Inc. Wichita Falls, TX		Freeman Paving, LLC Vernon, TX	
Pay Item	Description	Unit	Project Totals	Unit Price	Total	Unit Price	Total
203.3-P-ALT-4	REMOVE EXISTING PAVEMENT	SY	67	\$35.00	\$2,345.00	-	\$0.00
303.6-ALT-4	INSTALL 6" REINFORCED CONCRETE ALLEY	SY	67	\$115.00	\$7,705.00	-	\$0.00
Total Add / Alt No. 4				\$10,050.00		Total Add / Alt No. 4	\$0.00

ADDITIVE / ALTERNATE NO. 5 - BLUFF ST & BURNETT ST ALLEY				Scales Concrete Construction Co. Inc. Wichita Falls, TX		Freeman Paving, LLC Vernon, TX	
Pay Item	Description	Unit	Project Totals	Unit Price	Total	Unit Price	Total
203.3-P-ALT-5	REMOVE EXISTING PAVEMENT	SY	59	\$35.00	\$2,065.00	-	\$0.00
303.6-ALT-5	INSTALL 6" REINFORCED CONCRETE ALLEY	SY	59	\$115.00	\$6,785.00	-	\$0.00
Total Add / Alt No. 5				\$8,850.00		Total Add / Alt No. 5	\$0.00

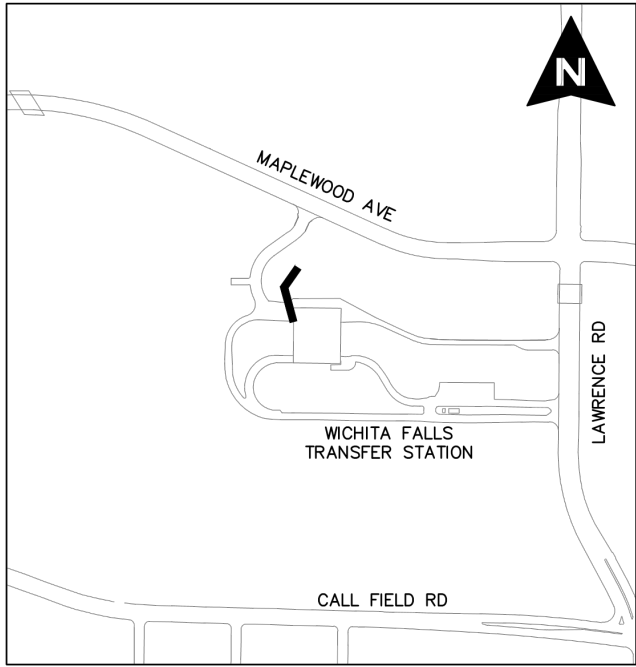
ADDITIVE / ALTERNATE NO. 6 - LAVELL AVE & MCGAHA AVE ALLEY				Scales Concrete Construction Co. Inc. Wichita Falls, TX		Freeman Paving, LLC Vernon, TX	
Pay Item	Description	Unit	Project Totals	Unit Price	Total	Unit Price	Total
203.3-P-ALT-6	REMOVE EXISTING PAVEMENT	SY	234	\$30.00	\$7,020.00	-	\$0.00
303.6-ALT-6	INSTALL 6" REINFORCED CONCRETE ALLEY	SY	234	\$105.00	\$24,570.00	-	\$0.00
Total Add / Alt No. 6				\$31,590.00		Total Add / Alt No. 6	\$0.00

ADDITIVE / ALTERNATE NO. 7 - POLK ST & TAYLOR ST ALLEY				Scales Concrete Construction Co. Inc. Wichita Falls, TX		Freeman Paving, LLC Vernon, TX	
Pay Item	Description	Unit	Project Totals	Unit Price	Total	Unit Price	Total
203.3-P-ALT-7	REMOVE EXISTING PAVEMENT	SY	48	\$35.00	\$1,680.00	-	\$0.00
303.6-ALT-7	INSTALL 6" REINFORCED CONCRETE ALLEY	SY	48	\$115.00	\$5,520.00	-	\$0.00
				Total Add / Alt No. 7	\$7,200.00	Total Add / Alt No. 7	\$0.00
ADDITIVE / ALTERNATE NO. 8 - TILDEN ST & HAYES ST ALLEY				Scales Concrete Construction Co. Inc. Wichita Falls, TX		Freeman Paving, LLC Vernon, TX	
Pay Item	Description	Unit	Project Totals	Unit Price	Total	Unit Price	Total
203.3-P-ALT-8	REMOVE EXISTING PAVEMENT	SY	18	\$40.00	\$720.00	-	\$0.00
303.6-ALT-8	INSTALL 6" REINFORCED CONCRETE ALLEY	SY	18	\$120.00	\$2,160.00	-	\$0.00
				Total Add / Alt No. 8	\$2,880.00	Total Add / Alt No. 8	\$0.00
ADDITIVE / ALTERNATE NO. 9 - CUNNINGHAM DR & MOFFETT AVE ALLEY				Scales Concrete Construction Co. Inc. Wichita Falls, TX		Freeman Paving, LLC Vernon, TX	
Pay Item	Description	Unit	Project Totals	Unit Price	Total	Unit Price	Total
203.3-P-ALT-9	REMOVE EXISTING PAVEMENT	SY	123	\$30.00	\$3,690.00	-	\$0.00
303.6-ALT-9	INSTALL 6" REINFORCED CONCRETE ALLEY	SY	123	\$105.00	\$12,915.00	-	\$0.00
				Total Add / Alt No. 9	\$16,605.00	Total Add / Alt No. 9	\$0.00
ADDITIVE / ALTERNATE NO. 10 - MOFFETT AVE & LAVELL AVE ALLEY				Scales Concrete Construction Co. Inc. Wichita Falls, TX		Freeman Paving, LLC Vernon, TX	
Pay Item	Description	Unit	Project Totals	Unit Price	Total	Unit Price	Total
203.3-P-ALT-10	REMOVE EXISTING PAVEMENT	SY	95	\$35.00	\$3,325.00	-	\$0.00
303.6-ALT-10	INSTALL 6" REINFORCED CONCRETE ALLEY	SY	95	\$115.00	\$10,925.00	-	\$0.00
				Total Add / Alt No. 10	\$14,250.00	Total Add / Alt No. 10	\$0.00
ADDITIVE / ALTERNATE NO. 11 - MARGARET DR & LENORE DR ALLEY				Scales Concrete Construction Co. Inc. Wichita Falls, TX		Freeman Paving, LLC Vernon, TX	
Pay Item	Description	Unit	Project Totals	Unit Price	Total	Unit Price	Total
203.3-P-ALT-11	REMOVE EXISTING PAVEMENT	SY	103	\$30.00	\$3,090.00	-	\$0.00
303.6-ALT-11	INSTALL 6" REINFORCED CONCRETE ALLEY	SY	103	\$105.00	\$10,815.00	-	\$0.00
				Total Add / Alt No. 11	\$13,905.00	Total Add / Alt No. 11	\$0.00
				AWARD TOTAL Base Bid + Add/Alt No. 1, 2, 4, 5, 7, 8 & 11		\$368,027.00	

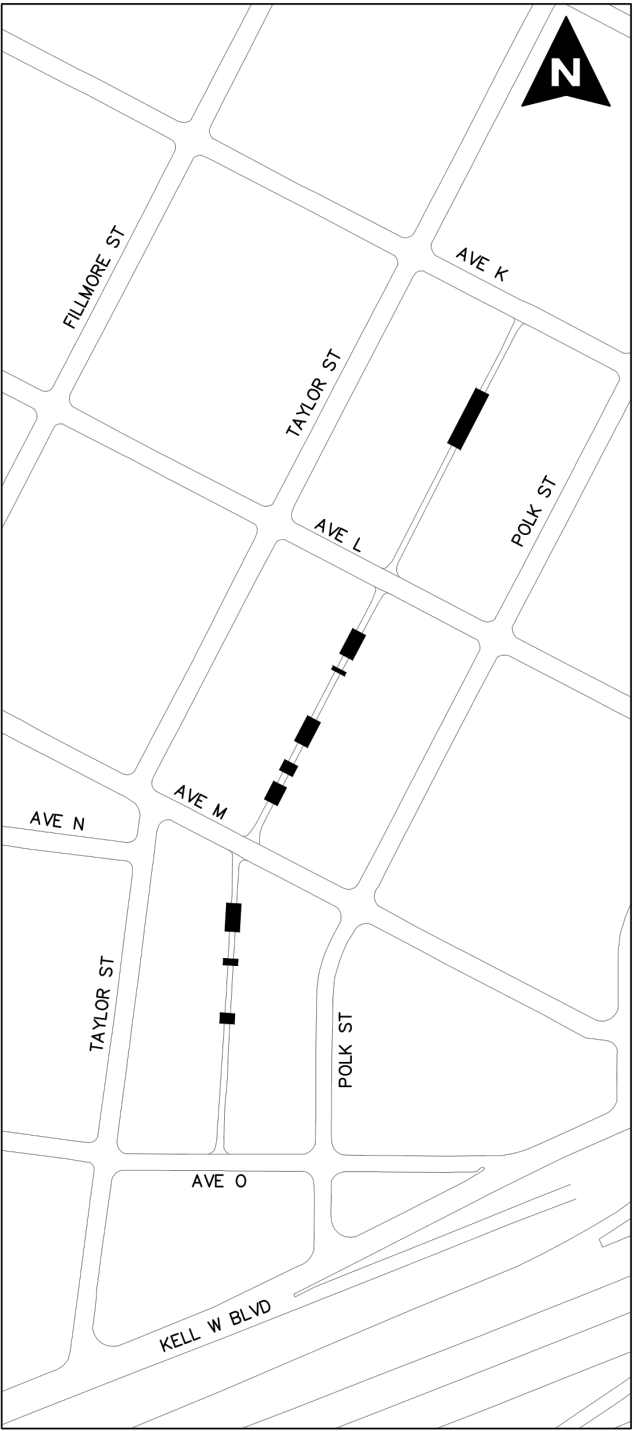
2023 ALLEY REHABILITATION PROJECT
CWF23-530-11



NOT TO SCALE
COLLINS AVE. & LUCILE AVE. ALLEY
PAVEMENT, SEWER LINE, & MANHOLE REPLACEMENT

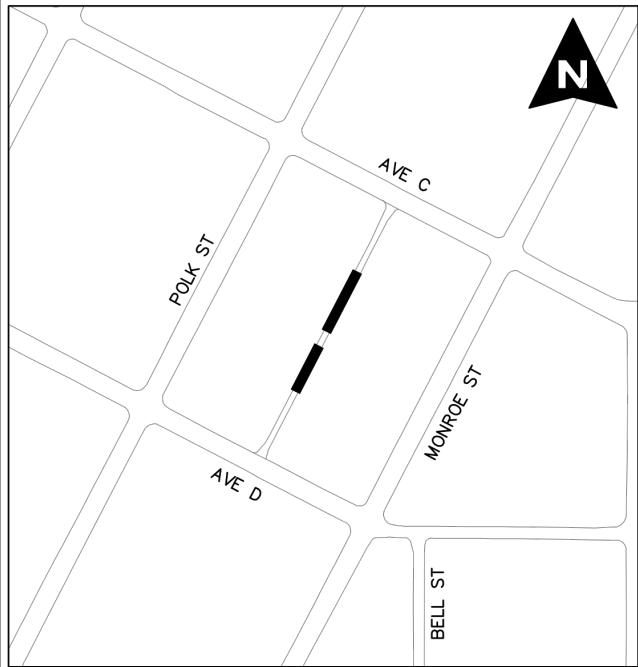


NOT TO SCALE
TRANSFER STATION
DRAINAGE IMPROVEMENTS

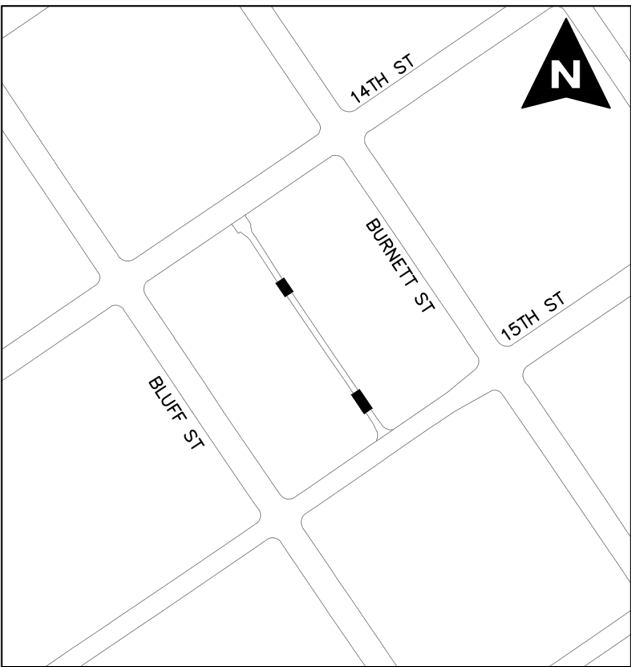


NOT TO SCALE
POLK ST. & TAYLOR ST. ALLEY(ADD/ALT #1) - SPOT REPAIR
TAYLOR ST. & POLK ST. ALLEY(ADD/ALT #4) - SPOT REPAIR
POLK ST. & TAYLOR ST. ALLEY(ADD/ALT #7) - SPOT REPAIR

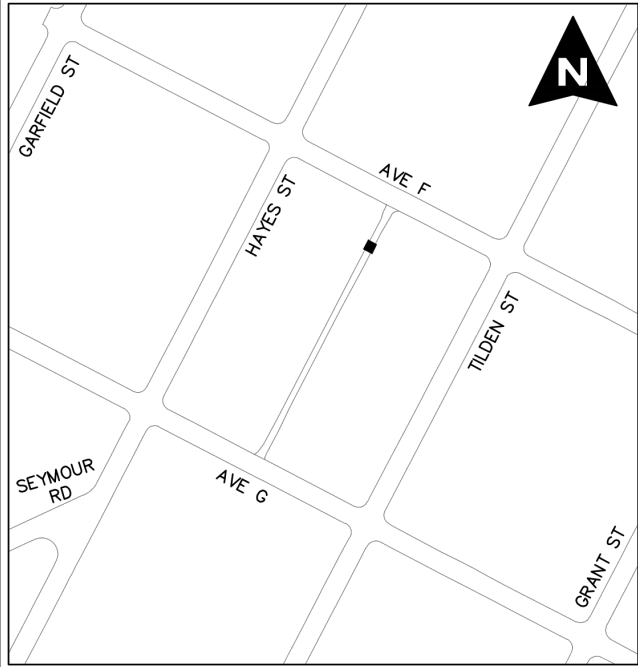
2023 ALLEY REHABILITATION PROJECT
CWF23-530-11



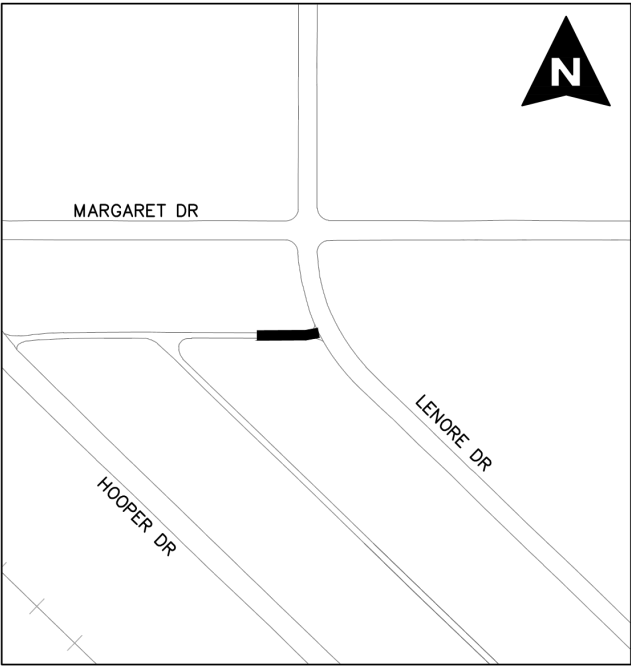
NOT TO SCALE
MONROE ST. & POLK ST. ALLEY(ADD/ALT #2) – SPOT REPAIR



NOT TO SCALE
BLUFF ST. & BARNETT ST. ALLEY(ADD/ALT #5) – SPOT REPAIR



NOT TO SCALE
TILDEN ST. & HAYES ST. ALLEY(ADD/ALT #8) – SPOT REPAIR



NOT TO SCALE
MARGARET DR. & LENORE DR. ALLEY(ADD/ALT #11) – SPOT REPAIR

City of Wichita Falls
Employee Benefits Trust Board
Meeting Minutes
October 27th, 2022

The meeting was held in the City Manager's Conference Room at Memorial Auditorium, 1300 Seventh Street, Wichita Falls, TX 76301.

Present: Darron Leiker, City Manager
 Kinley Heggland, City Attorney
 Christi Klyn, Director of Human Resources
 Jessica Williams, Chief Financial Officer
 Angela Bosma, Employee Benefits Specialist II
 Brent Weegar, HUB International, Senior Vice President (telephone)

Agenda Items:

- I. Meeting was called to order at 8:00 am.
- II. Minutes from the previous meeting on 7/28/22 were approved.
- III. There was no financial report
- IV. HUB International presentation
 - a. The following action was recommended by HUB:
 - i. Renew Stop Loss policy with Stealth/Berkley for PY23.
 - 1. Their 2.95% increase proposal ended up below the conservative FY23 budgeted increase of 15%, and there is to be no change to the \$500,000.00 deductible. During the review process, the proposal was benchmarked against eight other competitors and the closest competition was at 6.44% increase.
 - 2. Overall, including stop loss premiums and administration fees, the City's fixed costs will decrease -0.8%, or -\$9,150, for 2023. The renewal includes a no new laser provision as well as a 55% renewal rate cap which are additional layers of protection for the 2024 renewal.
- V. The board voted to approve the renewal with Stealth/Berkley for PY2023.
- VI. With no further business, the meeting was adjourned at 8:07 am.

Prepared by:
Angela D. Bosma, EBSII
City of Wichita Falls/HR-EBT

**MINUTES OF THE FIRE FIGHTERS AND POLICE OFFICERS'
CIVIL SERVICE COMMISSION
JANUARY 18, 2023**

Present:

Jim Heiman, Chair	§	Commission Members
Laura Fidelie	§	
John Buckley	§	
Christi Klyn, Civil Service Director	§	City Administration/Staff
Julia Vasquez, First Assistant City Attorney	§	
Manuel Borrego, Police Chief	§	
Guy Gilmore, Deputy Police Chief	§	
Scott Vaughn, Deputy Police Chief	§	
Kenneth Prillaman, Fire Chief	§	
Donald Hughes, Deputy Fire Chief	§	
Holly Morgan, HR Generalist	§	
Donald Miller, Lieutenant	§	Wichita Falls Police Department
Kevin Folmar, Captain	§	
Jonathan Lindsey, Lieutenant	§	

1. Call to Order

Chairman Heiman called the meeting to order at 3:31 p.m.

2. Approval of Minutes (11/7/22)

Laura Fidelie moved for approval. Seconded by John Buckley, the motion carried 3-0.

3. Discussion/Presentation of the alternate promotional system in Police Department for all sworn police officers.

Chief Borrego thanks the commission for their time. Chief Borrego references 143.035 regarding the alternate promotion system. In 2015, there was a petition to the commission to go from a 100-question test to an alternate promotional system, including Ergometrics and a Peer Interview panel. This system was designed by a committee headed by Deputy Chief RW Smith. It was determined that the written exam would be worth 30% of overall score, Ergometrics would be 60%, and the interview panel would account for 10% of the overall score. The commission passed the proposal. This has been a beneficial system, but after about seven years, the officers asked to review the percentages used. The written test will have a higher percentage weighted toward overall score, and the weight of the Ergometrics score will be reduced. This will hopefully encourage more officers to test. The written exam takes a lot of time to prepare for, and making it worth half the total score will make it count.

LT Donald Miller thanks the commission and presents a slideshow overviewing the changes Chief Borrego discussed. This slideshow presentation was used to present the information to the officers. LT Miller gives personal experience of studying for over a year for a written exam, and felt defeated to have it then count for only 30% of the total score. He believes increasing the weighted score percentage of the written test will help test takers' motivation. Ergometrics was still included because of the necessity to measure soft skills in future leadership. No changes were made to the weighted score percentage for the peer interview, but LT Miller would like to change the interview to only 5 questions, and to have a scoring range of 0-4. The final change requested is for the eligibility list to be issued at the end of the total testing process, rather than the end of the written test alone.

LT Miller asks if the commission has questions. Commissioner Fidelie asks, what was the makeup of the group who requested the changes. LT Miller explains the committee has nine voting members, in addition to HR Director Christi Klyn, Deputy Chief Vaughn, LT Miller and LT Lindsey as nonvoting members. Commissioner Fidelie asks a follow up question of whether there is concern within the department about the current process. LT Miller explains yes, and that this concern is exacerbated when testing is going on. Commissioner Fidelie asks how Ergometrics is scored. LT Miller states that we have to submit it for grading, and it is proprietary information, so we are only given scores. There is significant data that the process works and is objective. The committee looked at other processes, but all had subjectivity. HR Director Christi Klyn explains that Ergometrics is video based and scenario driven.

Commissioner Heiman asks about how long people study for Ergometrics. LT Miller explains that you cannot study for it: you are who you are. Commissioner Heiman ask about the length of the written exam. LT Miller says that it is a two hour time window, however it feels much longer when taking the test. Commissioner Heiman asks if other departments use it. Director Klyn answers yes. Commissioner Heiman asks about if the written test comes from an outside source. Director Klyn explains there are several test writers used.

Chief Borrego expresses his support of the alternate promotional system. LT Lindsey states that during the committee process, the members reach out to the other officers in the department for input and feedback, and the officers have shown great support for the alternate system. The process is also supported by the Police Officers Association.

4. 1435.035(h) Police Chief to petition the commission to terminate the current alternate promotion system.

Chief Borrego petitioned for the commission to terminate.

John Buckley moved for approval. Seconded by Laura Fidelie, the motion carried 3-0.

5. Police Chief requests the commission order the Director to conduct an election pursuant to Texas Local Government Code 143.035 (c), and to submit the revised promotional system to all sworn police officers

John Buckley moved for approval. Seconded by Laura Fidelie, the motion carried 3-0.

6. Report from Fire Chief

Chief Prillaman thanks the commission for their time. There are several updates to give. First is the current recruit class has completed all their exams and are now eligible to graduate and to enter the stations. Invited the commissioners to the graduation on the 27th at 6:00 PM. Testing for the next class has already started. There are currently 19 left in process. 143 applied, 57 tested. They will start in March and graduate in September. There have been changes made in regards to this new recruitment. In the past three and half years, 40 firefighters have been hired and 15 have left. Looking at processes to mitigate this loss, there will implementation of some changes, including an FTO program similar to what the Police Department has. There will also be more exposure to the stations prior to graduation, to become familiar with the more non-firefighter aspect of the job. Not too much responsibility too quickly, 10 shifts as an extra to see peer workers.

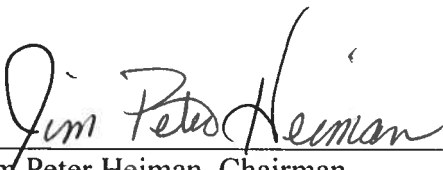
Commissioner Heiman asks what percentage of firefighters with over two years experience are lost. Chief Prillaman says that once they reach that point they very rarely leave; most are within the first year. Commissioner Heiman asks if the upgrades made to the lockers and such will help keep newer firefighters here. Chief Prillaman states that the investments being made help the department feel more valued. Upgrading the fleet, having a second set of gear, and replacing the lockers are things that help firefighters feel important.

7. Report from Police Chief

Chief Borrego touches on current recruitment for PD. There are 9 people still in process. Looking at a lateral program. A media company has been hired to help promote the program. Expecting to have 6 openings by March. Looking to start another process mid-spring. The last academy is in ghost phase, and will be completely on their own next week. Commissioner Heiman asks about the city applying for body cams. Chief Borrego confirms that they have been given permission to apply for the grant, and the body cams will be for all patrol officers.

8. Adjourn

[The meeting adjourned at 4:12 p.m.] [EG1]


Jim Peter Heiman, Chairman

WICHITA FALLS METROPOLITAN PLANNING ORGANIZATION

Transportation Policy Committee

Minutes

Tuesday, January 24, 2023

Voting Members Present:

Stephen Santellana, Chairperson, Wichita Falls Mayor
Bobby Whiteley, City of Wichita Falls, City Council
Dennis Wilde, North Texas Regional Planning Commission
Jeff Watts, City of Pleasant Valley, Representative
Judge Jim Johnson, County Judge, Wichita County
Larry Nelson, City of Wichita Falls, City Council
Mike Beaver, TxDOT, District Engineer
Russell Schreiber, City Public Works Director

MPO Staff:

Lin Barnett, WFMPPO, Transportation Planning Director

Absent:

Cory Glassburn, Mayor, Lakeside City
Jaimie Lee, Wichita Falls MPO, Senior Transportation Planner

Visitors:

I. Welcome & Introduction

Mayor Santellana, the TPC chairperson, called the meeting to order at 8:31 a.m. and welcomed everyone in attendance.

II. Public Comment on Agenda and Non-Agenda Items

Mayor Santellana asked for any public comments on agenda and non-agenda items. Receiving none, the committee moved on to the next agenda item.

III. Review and Approval of the October 25, 2022 Transportation Policy Committee's (TPC) Meeting Minutes

Mayor Santellana asked for any comments or corrections to the October 25, 2022 TPC meeting minutes. Receiving none, he asked for a motion to approve the minutes. Mr. Watts made the motion to approve. Mr. Beaver seconded the motion, which passed unanimously.

IV. Review and Comment Regarding the January 13, 2023 Technical Advisory Committee (YAC) Meeting Minutes - No Action Required

Mayor Santellana asked for any comments or corrections to the January 13, 2023 TAC meeting minutes. Receiving none, the committee moved on to the next agenda item.

V. Review and Approval of Resolutions #1, #2, #3, and #4 That Will Update the TxDOT Performance Measures Adopted by WFMPPO

Mr. Barnett directed the committee's attention to Resolution #1-2023. He stated this resolution continues support for the performance measures and targets set in Resolution #1-2022 that were adopted by the Policy Board in January 2022. Mr. Barnett stated this resolution sets the Safety Performance (PM1) targets for 2023.

Mr. Barnett directed the committee's attention to Resolution #2-2023. He stated this resolution continues support for the performance measures and targets set in Resolution #2-2022 that was adopted by the Policy Board in January 2022. Mr. Barnett stated this resolution sets the 2023 performance measures and targets for the Transit Asset Management/State of Good Repair plan for the Wichita Falls Transit System (WFTS).

Mr. Barnett directed the committee's attention to Resolution #3-2023. He stated this resolution adopts TxDOT's performance measures and targets for Infrastructure Condition (PM2) from 2019-2023. Mr. Barnett stated PM2, Infrastructure Condition, sets measures and targets for Interstate, Non-Interstate and National Highway System (NHS) bridge pavements. He stated this measure rates pavements on good and poor condition.

Mr. Barnett directed the committee's attention to Resolution #4-2023. He stated this resolution adopts TxDOT's performance measures and targets for System Performance/Freight (PM3) from 2019-2023. He stated PM3 System Performance/Freight, sets measures and targets for Person-Miles Travelled on Reliable Interstate & Non-Interstate facilities, and on the Truck Travel Time Reliability (TTTR) Index.

Mayor Santellana asked for any comments or questions regarding the resolutions. Receiving none, he asked for a motion to approve the resolutions. Judge Johnson made the motion to approve. Mr. Schreiber seconded the motion, which passed unanimously.

VI. Review and Approval to Adopt the 2023 Prioritized Project list for WFMPO Staff Use in 2023

Mr. Barnett briefly discussed the updates to the 2023 Prioritized Project List (PPL). He stated WFMPO staff has completed all of the TAC committee recommended changes, revisions, and updates to the 2023 Prioritized Project List. He presented the final list to the Policy Board for adoption. The Policy Board recommended adding a legend to the PPL for clarification on project MPO ID's. Mayor Santellana asked for any comments or questions regarding the 2023 Prioritized Project List. Receiving none, he asked for a motion to approve the 2023 PPL. Judge Johnson made the motion to approve. Mr. Beaver seconded the motion, which passed unanimously.

VII. Other Business

a. Discussion & Overview of Progress on Local Transportation Projects – City and TxDOT staff (Quarterly Review)

City: Mr. Schreiber reported Taft Blvd. widening was 90% complete. 2022 Asphalt St. Rehab was 100% complete. The Business Park Streets and Drainage Project is 70% complete. 2022 Concrete St. Rehab project was 10% complete.

TxDOT: Mr. Beaver reported FM 369 bridge improvement along Southwest Parkway at Holliday Creek is nearing completion. Future projects include FM 369 districtwide seal coat, BU 287J widen roadway, FM 369 mill at gutters, and SH 79 install median barrier.

b. MPO Quarterly Financial Report (4th Quarter FY 2022 – July, August, September)

Mr. Barnett reported on the 4th quarter expenses for the MPO. He stated that the MPO had spent 90% of its total allocation for FY 2022. Mr. Barnett asked for any comments or questions on the fourth quarter financial report. He received none.

c. Grouped TxDOT CSJ Projects Report


Mr. Barnett reported on the 4th quarter grouped CSJ projects report. He discussed the changes to the projects over the quarter.

d. Other Items

Mr. Barnett discussed information regarding the US 82 Corridor Study Meeting that was held on January 18th, 2023. He stated the corridor study was initiated by the TxDOT Transportation Planning and Programming Division as a long term, comprehensive analysis of the US 82 Corridor. Mr. Barnett stated this is an ongoing study.

VIII. Meeting Adjournment

The meeting adjourned at 9:40 a.m.

A handwritten signature in blue ink, appearing to read 'S. Santellana', is written over a horizontal line.

Honorable Stephen L. Santellana
Mayor Wichita Falls

MINUTES
LAKE WICHITA REVITALIZATION COMMITTEE
May 9, 2023

PRESENT:

David Coleman, Chair
Steve Garner, Vice Chair
Tim Brewer, City Council Rep
Michael Battaglino
Alicia Castillo, Gold Star Family Rep
John Strenski
Rick Hernandez
Sharon Roach
Austin Cobb
Matt Marris

■ Members

Blane Boswell, City Engineer

■ Staff

■ Guests

ABSENT: Ford Swanson, Alison Sanders, Kari Shaw

1. **Call to Order.** David called the meeting to order at 10:04 am.
2. **Approval of Minutes:** April meeting minutes were approved unanimously.
3. **Project Updates:**

3.a. Veteran's Plaza Project:

Construction is nearing completion. Installation of the Gold Star Family monument was completed on 2 May. The memorial bricks are installed in the walkway alphabetically. The overall Plaza will be ready for the Dedication Ceremony on 29 May.

3.b. Review Dedication Ceremony Program:

Michael stated that he will contact Century tent for a site visit to confirm location. David provided copies of the draft Program, and after much discussion edits were agreed upon. The Woody Williams Foundation rep will bring a bow for the presentation of the Monument. The Committee approved David to purchase 200 printed programs, and also approved David to purchase a white wreath and stand (Sharon will contact Bebb's for the wreath). Parking in the near lot will be reserved for handicapped and VIP, and Michael got a volunteer to direct cars at the end of Fairway. The City will provide a shuttle from remote parking lots at the American Legion posts. David will locate a podium and a 4x6 American Flag. Rick will set up the Replica pick-up in the Pavilion after the ceremony. David will provide the sound system and generator.

May 9, 2023

3.c. Lake Deepening:

The dredging proposal from Sam Robinson of Dredge America was discussed at length. The scoping cost of \$12.5 million could be ideal for a USACE 1035 Grant, but first we must confirm we have a property to construct a very large settling basin for the dredge spoils. David and Steve visited with a property owner who has land at FM 1954 and Jentsch Road – this property has potential, but we must evaluate what size basin would have to be constructed and be sure that NRCS will approve. If that works out, the next step is to meet with USACE and confirm they are willing to proceed – if they are, then the matching funds must be obtained. If this project can be completed, then the Holliday Creek channel from the Lake to Sisk road could be excavated afterward, to facilitate water flow into Lake Wichita.

3.d. Kayak Launch Grant: The City installed a sidewalk from the Flying Fish down to the launch basin. Terry will schedule his crews to install the launch equipment.

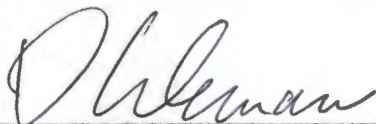
3.e. Former Yacht Club Rehabilitation: The scope of work created by Wes was approved unanimously, which will provide rip-rap on the banks and create earthen jetties out into the basin for fishing and other recreation. Steve has gotten Carey Dodson to agree to create a more detailed scope of work and a rendering, to keep it moving forward.

3.f. Lakeside City Boat Ramp Dredging Project: John obtained contractor quotes to rehabilitate the Lakeside City boat ramp by dredging 4' deep and 40' long at the base of the boat ramp, and extending the concrete ramp by 7 feet. Cost is \$4,400 total, and the Committee voted unanimously to approve this expense. John and David will work out the best way to transfer the money.

4. Discussion of Brick Sales and Fundraising Initiatives: David summarized our funding situation: We have \$26,671 in PayPal; about \$3,000 in the Wells Fargo account, and about \$10,000 being held by the City of WF. Outstanding expenses are approximately \$3,000 for the dedication ceremony, and \$4,400 to Lakeside City. This means our current unobligated funding is just over \$32,000.

5. Other Business Matters: None.

6. Adjournment: The meeting adjourned at 11:15 am.



David Coleman, Chair



Date

May 9, 2023

CITY COUNCIL AGENDA
June 20, 2023

ITEM/SUBJECT: Ordinance amending the Employee Benefit Trust Agreement to update the fifth Trustee from *Deputy City Manager* to *City Manager Designee*.

INITIATING DEPT: Legal

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice effective governance

COMMENTARY: On September 27, 1983, the City Council, by adoption of Ordinance No. 128-83, created the Employee Benefit Trust. At that time, the trustees were established as the *City Manager, Chief Accounting Officer, City Attorney, and Personnel Officer*.

This ordinance was last amended on June 2, 2015 to add a fifth Trustee, Deputy City Manager, to the EBT and increase the quorum from two to three members.

The attached ordinance would change the fifth Trustee position from *Deputy City Manager* to *City Manager Designee*.

☒ **City Attorney**

ASSOCIATED INFORMATION: Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance amending the Employee Benefit Trust Agreement to update the fifth Trustee from *Deputy City Manager* to *City Manager Designee*

WHEREAS, on September 27, 1983, the City Council, by adoption of Ordinance No. 128-83, created the Employee Benefit Trust (EBT); and

WHEREAS; on June 2, 2015, the City Council added a fifth Trustee to the EBT, that being the position of Deputy City Manager; and,

WHEREAS, the City Council desires to change the fifth Trustee from *Deputy City Manager* to *City Manager Designee*.

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

Section 4.1 of the Employee Benefit Trust Agreement is hereby amended to read as follows:

“4.1. Trustees: The Health and Welfare Program and Trust shall be administered by a trust committee of five trustees. The Trust Committee shall consist of the City Manager, ~~Deputy City Manager~~City Manager Designee, Director of Finance, City Attorney, and Director of Human Resources. Trustees shall be selected by the City and may resign or be removed at any time. An alternate trustee may be appointed, who shall serve in the absence of any regular Trustee. In the event of the removal, resignation, legal disability, or death of any Trustee, the City shall designate a successor to such Trustee, who, upon acceptance of his appointment in writing, shall succeed to the legal interest of the predecessor member of the Trust Committee and have the same powers and duties.”

PASSED AND APPROVED this the 20th day of June 2023.

MAYOR

ATTEST:

City Clerk

AGREEMENT AND DECLARATION OF TRUST

THIS AGREEMENT AND DECLARATION OF TRUST is made and entered into as of October 1, 1983, between CITY OF WICHITA FALLS a municipal corporation hereinafter referred to as the "City", and the Employee Benefit Trust Committee, hereinafter sometimes referred to as the "Trust Committee", acting as Trustees to administer the Employee Benefit Trust in accordance with the terms and provisions of this instrument.

WITNESSETH

WHEREAS, the City and certain employees of the City, hereinafter designated and referred to as "Employees", desire to enter into a voluntary program of providing and maintaining health and welfare benefits for employees of the City and certain members of their families, which program is to be administered by the Trust Committee; and

WHEREAS, to effect the aforesaid purpose it is mutually desirable by and between the parties hereto to declare and create a Trust under which shall be established and maintained a Trust Fund for the purposes and in the manner more particularly set forth herein; and

WHEREAS, the Trustees and City wish to accept this Agreement and Declaration of Trust, hereinafter referred to as "this Agreement", and agree to be bound by the provisions hereof shall be deemed parties to this Agreement;

NOW, THEREFORE, in consideration of the promises, covenants, agreements, terms, obligations and duties herein set forth, it is understood and agreed as follows:

ARTICLE I

DEFINITIONS

It is mutually understood and agreed by and between the parties to this Agreement that the following are and shall be the definitions:

- 1.1 The term "Agreement" shall mean and refer to this Agreement and Declaration of Trust and any modifications or amendments thereto.
- 1.2 The term "Code" shall mean the Internal Revenue Code of 1954, as amended, together with any valid regulation promulgated under a particular action of the Code to which reference is made in this Agreement.
- 1.3 The term "City" shall mean CITY OF WICHITA FALLS, a municipal corporation organized and existing under the laws of the State of Texas.
- 1.4 The term "City Contributions" shall mean the contributions made by the City to the Fund for the health and welfare Program.

- 1.5 The term "Employee" shall mean all persons who have been employed by the City on a regular basis and who work an average of 40 hours per week, and who are not eligible for benefits under any other health and welfare program to which the City make contributions, and who voluntarily authorize the City to deduct from his her paychecks the amount of Employee contribution, if any as determined by the Trust Committee.
- 1.6 The Term "Employee Contribution" shall mean the voluntary contributions made by employees of the City to the Fund.
- 1.7 The term "Fund" shall mean the trust fund created by this Agreement, and shall mean generally the monies, property, contracts, or things of value, tangible or intangible, received and held by the Trustees, in trust, for the uses and purposes set forth in and pursuant to this Agreement, and those things of value which comprise the corpus and additions to the Fund.
- 1.8 The term "Health & Welfare Program" shall mean the program of benefits to be established by the Trustees pursuant to this Agreement.
- 1.9 The name of this Trust is and shall be Employee Benefit Trust.
- 1.10 "Trust Committee" shall mean all the Trustees of the Trust acting as a group or body.
- 1.11 The term "Trustees" shall mean the Trustees and their successors provided for in this Agreement.

ARTICLE II

PURPOSE OF TRUST AND APPLICATION OF THE FUND

- 2.1 FUND: There is hereby declared and created the Employee Benefit Trust for the purpose of establishing the Fund to provide benefits under the Health & Welfare Program, which benefits may include, as determined by the Trust Committee, life, accidental death and dismemberment, short-term and/or long-term disability, basic or major medical, dental, or other sick or accident benefits, and any other benefits as determined by the Trustee Committee, provided that such other benefits are permissible under Section 501(c)(9) of the Code for employees and their dependent families; whether through self-funded or insured programs or both. The Trustees shall have the power to enter into contracts, procure insurance policies, or provide such benefits by self-funding out of the Fund as may be necessary to place into effect and maintain the desired Health & Welfare Program.
- 2.2 PRINCIPAL OFFICE: The Trust shall have its principal office in the City of Wichita Falls, County of Wichita, State of Texas, hereinafter designated and referred to as the Principal Office.

ARTICLE III

POWERS AND DUTIES OF TRUSTEES

- 3.1 TRUSTEES: The City hereby appoints and designates: City Manager, Chief Accounting Officer, City Attorney and Personnel Officer as Trustees, and they, together with their successors appointed as hereinafter provided, shall be known as the Trustee Committee.
- 3.2 ACCEPTANCE: The Trustees named in Section 3.1, by signing their signatures to this Agreement, accept the Trust, agree to serve as Trustees, and declare that they will receive and hold the Fund established by the Trust Agreement for the uses and purposes and in accordance with the provisions of this Agreement and none other. The Trustees shall faithfully keep and hold and keep adequate and proper records of any and all monies they receive as Trustees for the purposes of the Trust.
- 3.3 POWERS: The Trustee Committee shall have all right, power and authority over the general supervision of the operation of the Fund and shall conduct the business and activities of the fund.
- 3.4 DUTIES: The Trust Committee shall hold, manage, care for and keep the Fund, collect the income and increments thereof, and shall keep and maintain adequate records in order to render an annual audit, accounting and reports as and to the extent required by applicable law or requested by the City. The Trust Committee does and shall have all right, power and authority to employ or hire such agents, attorneys, accountants, actuaries, employees or other persons, and to lease premises and equipment as in the opinion of the Trustees may be necessary or desirable in administering the Fund and carrying out its purposes, and the fees, salaries, wages, emoluments, compensation or rentals due to any and all such persons shall be paid from the Fund, except to the extent that such expense are paid by the City. The Trustees may consult, with legal counsel for the Trust, who may be counsel to the City, and shall be entitled to rely upon the advice rendered by such counsel, and shall be relieved of all responsibility for acts done or not done in reliance upon such advice, except as otherwise provided by ERISA. The Trust Committee may pay from the Fund any and all taxes of whatsoever nature the Fund is or may be obligated to pay, and shall also have the power and authority to incur any expenses for supplies, rental of space or other items or anything else believed to be necessary or desirable in administering the Fund and carrying out the objects and purposes of this Agreement. Nothing contained in this Agreement is intended to and does not limit in any way the powers of the Trust Committee, it being the intent of this Agreement that the Trustees shall have all right, power and authority to do all those things which, in the opinion of the Trust Committee, may be necessary or desirable for the administration and operation and in order to accomplish the objects and purposes of the Fund and this Agreement.

3.5 BENEFIT PAYMENT: The Trust Committee, in carrying out the purposes of this Agreement, shall have the power and right to provide the benefits permitted under Section 2.1 of this Agreement by means of direct or self-funding by the Fund and/or by the procurement of group insurance contracts (permissible under the laws of the State of Texas), including group insurance contracts issued to and in the name of the City or the Trust, together with such other forms of contracts issued by and in the name of the City or the Trust, issued by qualified insurance authorized to do business in the State of Texas as may be selected by the Trust Committee or the for the purpose of providing for all or part of the benefits provided under this Agreement. The Trust Committee is hereby expressly authorized to pay to any insurance company that may be selected by the Trust Committee the required insurance premiums in connection with such group insurance contracts issued to the Trust or City. The decision as to whether or not benefits shall be provided by means of direct or self-funding and/or by the procurement of group insurance, shall be made at the sole and exclusive discretion of the Trust Committee. Should the Trust Committee determine that the benefits under this Agreement shall be provided through a policy or program of self-funding and charges other persons, action as agents of the Trust, with the responsibility for administering such policy or program, then no claims for benefits or liabilities shall be brought against the Trust Committee and/or the City, The sole and exclusive liability of the trustees in the management and operation of any such a policy or program of self-funding shall be limited to due care in the selection of administrators, claims representatives, actuaries, or other persons charged with the administration of any such policy or program.

3.6 BENEFITS TO BE PROVIDED: The Trustees may, subject to their discretion and the continuing right to change, provide for the beneficiaries of the Trust, any or all of the forms of employee benefits described in Section 2.1 of this Agreement, and all such benefits as are selected by the Trust Committee shall together constitute the Health & Welfare-Program. The benefits provided under this Agreement from time to time shall be identified in a Schedule of Benefits that shall be attached to this Agreement and may be modified by the Trust Committee at any time and from time to time.

3.7 ELIGIBILITY: Any person who has satisfied the eligibility requirements as set forth in this Section 3.7 shall be eligible for benefit under this Trust:

A person shall be eligible if he:

1. is an Employee of the City; or a dependent of an Employee;
2. is a retired or disabled Employee, or a dependent of a retired, deceased or disabled Employee; and
3. voluntarily signs an enrollment card for participation in the Trust, authorizing payroll deductions, if required by the Trustees, and agrees to furnish the information required by the Trustees, and to otherwise comply with the

provisions of this Agreement and the rules and regulations governing the Health & Welfare Program; or

4. satisfies such other eligibility requirements as may be established by the Trust Committee, provided that such requirements are permissible under Section 501(c)(9) of the Code. Disputes concerning eligibility shall be resolved by the Trust Committee, and its decision shall be conclusive and binding upon all parties interested in the Fund.

- 3.8 EMPLOYEE BOOKLET: The benefits to be provided under this Agreement, whether by self-funding or insurance contract, shall be set forth in an Employee Booklet which shall also explain the eligibility rules for coverage for Employees and dependents.
- 3.9 DEPOSITS AND INVESTMENTS: All assets of the Fund not expended under this Article III may be deposited by the Trustees, in the name of the Trust, in such depository or depositories as the Trustees shall from time to time select, and any such deposits need not carry or bear interest, provided that, to the maximum extent feasible from time to time, such deposits shall be so invested as to be productive of income but sufficient liquid to meet the cash requirements of the Fund. The Trust Committee is empowered to receive for the benefit of the Fund such interest as might accrue on such deposits. The Trustees may accumulate dividends, experience rating refunds or other monies, if any, accruing from any insurance policy or policies, deposits or other investments of the Fund. Such dividends, refunds or other monies, and all of them, shall be held in the Fund, applied to the payment of self-funded claims, the payment of insurance premiums, or held, used or applied as set forth in this Agreement. The Trustees shall not in any manner be limited by or required to follow the statutory common-law investment rules, including, but not limited to, any prudent man investment rules, of any state nor any other rule or rules whatsoever, except as expressly set forth in this Agreement or as required by ERISA or, to the extent not preempted by ERISA, or the laws of the State of Texas.
- 3.10 COMPENSATION: The Trustees shall receive no compensation for their services rendered under this Agreement nor reimbursement for expense incurred other than their regular salaries and expenses paid by the City. [Expense reimbursement by Fund is allowable under ERISA Section 408(c)]
- 3.11 CHAIRMAN AND RECORDING SECRETARY: The Trustees shall elect from among themselves at their first meeting a Chairman of the Trust Committee who shall preside at all meetings of the Trustees and who shall be empowered to perform ministerial duties of the Trust Committee as the Trust Committee may from time to time delegate to him. The Chairman shall appoint a Recording Secretary who shall keep minutes of all meetings, proceedings, and acts of the Trust Committee, which records shall be available at the Principal Office for inspection by all the Trustees and interested persons during usual business hours. Such records and minutes need not be verbatim. The Recording Secretary need not be a Trustee.

- 3.12 FISCAL YEAR: The accounting year of the Fund shall be a period of twelve (12) months commencing on October 1, 1983, and ending on September 30, 1984, of the following year and similarly each and every year thereafter. Any report by applicable law, shall be made by the Trust Committee.
- 3.13 MEETINGS: The Trustees shall hold a regular meeting as soon as practicable after being appointed and regular meetings shall be held periodically at least once each year after the first regular meeting. The Trust Committee shall determine the time and place of the regular meeting of the Trust Committee. Special meetings of the Trust Committee may be called by the Chairman. At least seven (7) days written notice designating the time and place of the annual, regular or any special meeting shall be given to the Trustees. An emergency meeting can be called with a twenty-four (24) hour notice. Any meeting at which all Trustees are present in person, or concerning which all Trustees waived notice in writing, shall be a valid meeting without the giving of any notice.
- 3.14 ALTERNATE: Any Trustee, or any other person duly authorized in writing by an absent Trustee, may cast a vote on behalf of such absent Trustee. Any authorization must be given for each meeting.
- 3.15 VOTING: To constitute a quorum at any regular or special meeting of the Trust Committee, there must be present in person or by proxy at least three (3) Trustees.
- 3.16 MEETING PLACE: All meetings of the Trust. Committee shall be held at the Principal Office unless another place is designated from time to time by the Trust Committee.
- 3.17 RULES & REGULATIONS: The Trust Committee shall have the power at any regular or special meeting to adopt rules and regulations for the administration of the Fund and/or Trust, and for the conduct of the affairs of the Trust Committee, which rules and regulations shall be consistent with the provisions of this Agreement, and such rules and regulations shall be binding upon all persons dealing with the Fund and upon any and all persons claiming any benefits under this Agreement.
- 3.18 BONDS: The Trust Committee shall procure fidelity bonds for each Trustee and other persons authorized to receive, handle, deal with or draw upon the monies in the Fund for any purpose whatsoever, said bonds to be in such reasonable amount to reasonably aid in reimbursing bondable loss of money, and in any event shall satisfy the requirements of Section 412 of ERISA. Such bonds shall be obtained from such reputable fidelity or surety company or companies as the Trustee Committee shall determine. If convenient and in conformity with applicable law, such bonds may be position bonds. The cost of the premiums on such bonds may be paid out of the corpus or income of the Fund. If any fidelity or surety company refuses to bond or write a bond for any Trustee or other person, such Trustee of

other person shall not serve or be employed by the Trust and shall resign his/her position as Trustee.

- 3.19 OTHER PERSONS AND INTERPRETATIONS: No person who deals with the Trust Committee shall be obligated to see to the application of any monies or property of the Fund, to see that the terms of this Agreement have been complied with, or to inquire as to the necessity or expediency of any act of the Trustees. Every instrument executed by the Trust Committee or at its direction shall be conclusive in favor of every person who in good faith relies upon it, as indicating that (a) at the time of delivery of the instrument this Agreement was in full force and effect, (b) the instrument was executed in accordance with the terms and conditions of this Agreement, and (c) the Trust Committee was duly authorized to execute the instrument or direct its execution.
- 3.20 SUCCESSOR: All Trustees and their successors from time to time acting under this Agreement shall have all the rights, powers and duties of the original Trustees named in this Agreement, and any insurance company or companies that have issued currently effective insurance policies contracts providing benefits under the Health & Welfare Program shall be immediately notified of the appointment of any successor.
- 3.21 WITHDRAWALS: All checks, drafts, vouchers or other withdrawals from the Fund or depositories, and the transfer or liquidation of insurance policies or investments, shall first be authorized by the Trust Committee, except that checks for payment of claims for benefits that are self-funded by the Fund may be authorized by a representative of the service organization responsible for administering the self-funded benefits.
- 3.22 DISPUTES OVER EXERCISE OF POWERS: In the event of any disagreement between the Trust Committee and the service organization over the exercise of the powers granted in this Agreement the Trust: Committee shall prevail, and the service organization shall have no liability to any person with respect to such act or omission in the event it shall give notice in writing of its dissent from such act to each member of the Trust Committee and to the City.

ARTICLE IV

TRUSTEES AND SUCCESSOR TRUSTEES

- 4.1 TRUSTEES: The Health & Welfare Program and Trust shall be administered by a Trust Committee of five Trustees. The Trust Committee shall consist of the City Manager, ~~Deputy City Manager~~, City Manager Designee, Director of Finance, City Attorney, and Director of Human Resources. Trustees shall be selected by the City and may resign or be removed at any time. An alternate Trustee may be appointed, who shall serve in the absence of any regular Trustee. In the event of the removal, resignation, legal disability, or death of any Trustee, the City shall designate a

successor to such Trustee who upon acceptance of his appointment in writing, shall succeed to the legal interest of the predecessor member of the Trust Committee and have the same powers and duties.

- 4.2 SUCCESSOR: No successor Trustee shall be liable or responsible for any acts or defaults of any predecessor Co-Trustee, or for any losses or expenses resulting from or occasioned by anything done or neglected to be done in the administration of the Fund or Trust prior to the successor trustee's appointment as Trustee, nor shall any successor Trustee be required to inquire into or take any notice of the prior administration of the Fund or Trust. A successor Trustee is solely responsible for his actions as set forth in Article VIII.

ARTICLE V

CONTRIBUTIONS TO THE FUND

- 5.1 CITY CONTRIBUTIONS: In order to effectuate the purposes of this Agreement the City and the Employers shall contribute to the Fund on a monthly, semi-annual or annual basis the amount determined by the Trust Committee to be necessary to pay for the benefits provided under this Agreement. City and Employer contributions shall be due and payable as of the first of the month next following the month in which coverage is provided.
- 5.2 COMPANY CONTRIBUTIONS ARE NOT WAGES: City contributions to be paid into the Fund shall not constitute or be deemed wages due to employees, nor shall such contributions in any manner be liable for or subject to the debts, contracts, or liabilities of the City or the Employers; and neither the City, any Employer, any employee, nor any beneficiary under the Health & Welfare Program shall have any right, title, or interest in the Fund, except as otherwise specifically provided for in this Agreement.
- 5.3 EMPLOYEE: Employees shall be required to contribute to the Fund the amount determined by the Trust Committee to be appropriate for the benefits to be provided under the Agreement. Employee contributions shall be paid by payroll deductions. The City and Employers shall remit all monies obtained through payroll deductions in a lump sum to the Fund, at least once per month, or as otherwise determined by the Trust Committee.
- 5.4 PAYMENT IN LIEU OF BENEFITS: No Employee shall have any right to have any part of his own City or Employer contributions paid to others than as benefits, provided for in the Health & Welfare Program.
- 5.5 PAYMENTS: All contributions shall be made payable in the name of the Trust, and shall be paid in the manner and form determined by the Trust Committee.

- 5.6 REPORTS: The City shall make all reports required by the Trust Committee. The Trust Committee may at any time cause an audit to be made by an independent certified public accountant of the wage records of the City in connection with their contributions and/or reports.
- 5.7 IRREVOCABILITY OF CONTRIBUTIONS: Subject to the provisions of Article XII governing the termination of this Agreement, all contributions to the Fund shall be irrevocable, and under no circumstances shall any monies properly paid into the Fund, or any part of the Fund, including any increments to the Fund arising from its investments, be recoverable by or payable to the City, or any Employee, nor shall any of the same be used for or diverted to purposes other than for the exclusive benefit of employees and beneficiaries under this Agreement. Provided, however, that recovery of monies paid by mistake of fact and covered under Section 403(c)(1) and (2)(A) of ERISA are permissible.

ARTICLE VI

PAYMENT OF BENEFITS

- 6.1 METHOD OF: The Trust Committee shall arrange for the disbursement of benefits under the Health & Welfare Program through a service organization selected by the Trust Committee.
- 6.2 PROTECTION OF EMPLOYEES: Prior to payment to an Employee or his beneficiary, all assets of the Trust shall be held in trust by the Trustees in accordance with the Agreement and shall not be liable in any way for any debt or obligation of the City, Employee or beneficiary. To the extent permitted by law, all Health & Welfare benefits shall be exempt from attachment, garnishment, levy of execution, bankruptcy proceedings, or other legal process at any time, subject to the Trustees' possession and control; and any attempt to cause the same is and shall be null and void, but in any event all assets of the Trust shall be subject to such process only to the extent of an Employee's or beneficiary's benefits under this Agreement and only as they become due.
- 6.3 CLAIM TO BENEFITS: No Employee or other beneficiary shall have any right or claim to benefits under the Health & Welfare Plan except as specified in any policy, contract or program of self-funded benefits procured, entered into by the Trust Committee or adopted pursuant to Articles II and III. Any disputes as to eligibility, time, amount, or duration of benefits shall be resolved by the appropriate insurance carrier or service organization, under and pursuant to such policy, contract or program; and no Employee or beneficiary shall have any right or claim with respect thereto, against the Fund or Trustees, except in accordance with the insurance carrier's or service organization's resolution of any such dispute.
- 6.4 FAILURE TO PAY BENEFITS: Neither the City nor any of the Trustees shall be liable for the failure or omission, for any reason to pay any benefits under the Health

& Welfare Plan. If for any reason, including, but not limited to epidemics, catastrophes, or normal depletion, the Trustees determine that the Fund is insufficient to pay the current claims, the amount of benefits payable to an eligible Employee, dependent person or beneficiary shall, in all events, be limited to the extent that the Fund is sufficient for the payment of all such claims proportionately; and, in such event, benefit payments to such eligible Employees, dependents or beneficiaries shall be prorated so that all such claims shall be paid proportionate to the ratio that such total claims bear to the funds that are available for such payment. If any controversy or dispute exists concerning such matters, all disputes or controversies shall be settled by the dispute provision contained in Article VII.

ARTICLE VII

CONTROVERSIES AND DISPUTES

- 7.1 DISPUTES: The Trust Committee shall have the power to construe the provisions of this Agreement, and any construction adopted by the Trust Committee in good faith shall be binding upon the City, Employees and beneficiaries, and their respective families, dependents, successors, assigns, executors, administrators, and/or legal representatives. The Trust Committee may in its sole discretion compromise or settle any claim, liability or controversy in such manner as it thinks best, and any decision made by the Trust Committee in compromise or settlement of a claim or controversy, and any compromise or settlement agreement entered into by the Trust Committee, shall be conclusive and binding upon all parties interested this Fund.

ARTICLE VIII

- 8.1 RESPONSIBILITIES: The Trustees shall only be responsible for monies when and only after they are received in accordance with this Agreement. Any Trustee or successor Trustee shall only be responsible for any liability arising from his gross negligence, bad faith or willful misconduct in handling the monies actually received by them and for the execution and administration of the terms of the Agreement. Trustees and successor Trustees shall not be responsible for the actions of their Co-Trustees or successors, for the actions of other members of the Trust Committee, for the actions of their or other agents, nor for any actions of any insurance company or service organization, or its respective agents servants, or representatives, including, but not limited to, nonpayment of claims by an insurance company or service organization for any reason. No Trustee or successor Trustee shall be entitled to any indemnification for court costs or attorney's fees for any liability arising from his own willful misconduct, bad faith or gross negligence.

ARTICLE IX

AMENDMENTS

- 9.1 POWER TO AMEND: It is anticipated that in the administration of this Trust, conditions may arise that are not foreseen at the time of execution of this Agreement, and it is the intention of each of the Trustees and the Trust Committee, and each and every party or person to this Agreement that the power of amendment which is herein granted be exercised in order to carry out the spirit, object and purposes of this Trust. Therefore, all parties to this Agreement hereby grant to the Trustees the general power to amend this Agreement, but only by unanimous agreement and consent of each and every Trustee at the time in office, and all parties to the Trust and all persons claiming any interest hereunder under this Agreement are and shall be bound thereby. Any such amendment shall be signed by each Trustee or his successor Trustee, provided that the Trust Committee may modify the attached Schedule of Benefits by resolutions adopted in accordance with Article III.

ARTICLE X

NON-VESTING OF RIGHTS

- 10.1 RIGHTS: Neither any Employee, his family or dependents, any beneficiary, or any other person or group, nor their respective successors, assigns or legal representatives shall have any right, title of interest, vested or otherwise, in or to any assets of the Fund, whatsoever, or in or to the eligibility requirements for benefits as changed or altered, except to the extent otherwise specifically provided in this Agreement. Any participating Employee who withdraws or ceases to participate in the program does hereby and shall expressly waive and forfeit any right, title or interest in and to any assets of the Fund. Any benefits may be increased, decreased, diminished or abolished by amendment to this Agreement and/or the Schedule of Benefits. Neither any Employee, his family or dependents, any beneficiary, or any other person or group, nor their respective successors, assigns or legal representatives shall have any right in or to any assets of the Fund or any benefits payable from the fund during the term of this Agreement. Any benefits such person may have shall be forever terminated and discharged upon termination of the Employee's employment with the City or his Employer (in whatever circumstances) or when this Agreement is terminated or the Trust wound up and dissolved. No benefit right or interest of any such person shall be transferable or assignable by any Employee or other person to any other person or entity, except to physicians, hospitals and any other institutions furnishing medical services within the terms of this Agreement or the attached Schedule of Benefits.

ARTICLE XI

PROVISIONS RELATING TO INSURANCE COMPANY

- 11.1 INSURANCE: No insurance company which may issue any policies or contracts for the purpose of providing benefits under this Agreement shall be deemed to be a party to this Agreement nor shall it be responsible for the validity of this Agreement. This Agreement shall not in any manner be construed to be established for the benefit of any such insurance company. So such insurance company shall be required to look into the terms of this Agreement or to question the authority of or action of the Trust Committee, or be responsible to verify that any action of the Trust Committee is authorized by the terms of this Agreement.

ARTICLE XII

TERMINATION OF TRUST

- 12.1 BY THE TRUSTEES: The Trust may be terminated at any time by an instrument in writing executed by all of the Trustees and delivered to the City.
- 12.2 BY THE CITY: This Trust may be terminated by an instrument in writing duly executed by the City and delivered to the Trust Committee.
- 12.3 NOTIFICATION OF TERMINATION: Upon termination of the Trust in accordance with this Article XII, the Trustees shall forthwith notify all Employees and all other necessary parties; and the Trustees shall continue as Trustees for the purpose of winding up the affairs of the Trust.
- 12.4 CONTINUE UNTIL WOUND UP: Notwithstanding any provisions of this Agreement concerning the duration and termination of the Trust, the Trust shall continue in existence for so long a period as may be necessary to wind up its affairs.
- 12.5 CONTINUED PAYMENT: Upon termination of the Trust, any and all monies remaining in the fund, after the payment of all unpaid claims and/or insurance premiums and other expenses and obligations of the Trust, shall be paid or used for the continuance of one or more of the benefits described in Section 2.1 of this Agreement, until such monies have been exhausted; and in no event shall, notwithstanding any contrary provision of this Agreement, except as provided in Section 5.7, any assets of the fund ever revert to the City.
- 12.6 FINAL: At such time as the Trust is terminated, the Trust Committee shall render a final accounting of the affairs of the Trust to the City, and thereafter there shall be no claim or action against the Trustees and they shall have no further responsibilities or duties and shall be discharged.

ARTICLE XIII

MISCELLANEOUS

- 13.1 LAWSUITS: In the event that any suit, action or proceeding is brought against the Trust, one or more of the Trustees, the Trust Committee, or the Fund, in connection with any matter arising out of the administration of the Fund or in connection with this Agreement, or in connection with any action or omission of any one or more of the Trustees or in the event any suit, action or proceeding is commenced by the Trustees, including, but not limited to, a request for a judicial settlement of their accounts, a suit for construction, a bill of interpleader, or any other matter relating to the Trust, the Trustees shall have the power and authority to employ counsel to represent them or one or more of them, in any such suit, action or proceeding, and the cost of defending any such suit, action or proceeding, including attorney's fees and all other costs, shall be paid from the Fund, provided that the Trustee have acted in good faith and not with gross negligence, bad faith, or willful misconduct, it being the intent of the parties to indemnify the Trustees against all honest mistakes in judgment and all acts or omissions that are not deliberate or willful violations of their duties. In addition, the Trust Committee shall have the right to commence and prosecute such suits, actions or proceedings as seem to them, in their sole discretion and judgment, necessary and proper in order to protect the interest of the Fund, and, in this connection, the Trustees shall have the same rights to reimbursement for costs concerning the prosecution of such suits as heretofore described in defending lawsuits.
- 13.2 WORKERS' COMPENSATION: The employee benefit coverage contemplated by this Agreement shall not apply in any case which is compensable under Workers' Compensation Laws, except as specifically provided for by the Trustees.
- 13.3 SITUS: The City of Wichita Falls, County of Wichita, State of Texas shall be deemed the situs of the Fund created under this Agreement. All questions pertaining to validity, construction and administration shall be determined in accordance with the laws of such state, except to the extent preempted by ERISA, and this Agreement shall be deemed, made, executed and delivered in such State.
- 13.4 CONSTRUCTION: Wherever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also in the feminine or neutral gender in all situations where they would so apply; wherever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.
- 13.5 SEVERABILITY: Should any provision or term in this Agreement be deemed or held to be unlawful or invalid for any reason, such fact shall not adversely affect the other provisions of this Agreement, unless such illegality shall make impossible or impracticable the functioning of the Trust, and in such event the appropriate

parties shall immediately adopt a new provision to take the place of the illegal or invalid provision.

13.6 INTERNAL REVENUE: This Agreement is being entered into and the City contributions are being made upon the condition and understanding o the City that such contributions are not taxable to the Employee, dependent, persons or beneficiaries as compensation or otherwise. The parties hereto, individually and collectively, agree to take or cause to be taken any and all steps that may be necessary or advisable in order to obtain and maintain the tax-exempt status of this Trust.

If any provisions of this Trust Agreement are held to render contributions by the City taxable to Employees, or to render income received by such the Trust subject to taxation, necessary steps to remedy such non-deductibility or taxability shall be taken immediately

CAPTIONS

It is understood and agreed that the captions and headings are for convenience only and are and shall not be a part of this Agreement and in no manner whatsoever define, limit or expand any of the terms obligations or conditions of this Agreement.

IN WITNESS WHEREOF, the City, by its duly authorized officer and the Trustees have affixed their signatures to the foregoing Agreement and Declaration of Trust, on this ____ day of _____, _____, at City Hall, City of Wichita Falls, Wichita Falls, Texas.

CITY OF WICHITA FALLS, TEXAS:

Mayor

Darron Leiker
Trustee, City Manager

Trustee, City Manager Designee

R. Kinley Hegglund, Jr.
Trustee, City Attorney

Jessica Williams
Trustee, Director of Finance

Christi Klyn
Trustee, Director of Human Resources

CITY COUNCIL AGENDA
June 20, 2023

ITEM/SUBJECT: Ordinance authorizing the City Manager to approve a request from the Catholic Diocese of Fort Worth to close, vacate, and abandon two alleys adjacent to 1501 9th Street that consist of approximately 13,750 square feet more or less as depicted and indicated on the attached plat maps.

INITIATING DEPT: Property Administration

STRATEGIC GOAL: Accelerate Economic Growth

STRATEGIC OBJECTIVE: Revitalize Depressed and Declining Neighborhoods

COMMENTARY: A request has been received from Bishop Michael F. Olson with the Catholic Diocese of Fort Worth, an adjacent property owner, to close and abandon two alleys that are located adjacent to Lot 16-A, Block 256, Original Town.

Approval of this ordinance would assist in controlling the traffic and to provide for additional security for Holy Family Classical Academy where students are present. The value of the alleys to be abandoned, as determined by the attached appraisal paid for by the church, is **\$110,000.00**. If this item is approved by the City Council, the property will be conveyed by deed once payment has been made to the City in full.

All affected City departments and all utility companies were notified and the following responses were received:

1. AT&T has requested approval.
2. Atmos has requested that we retain a utility easement the entire width and length of the alleys being vacated and that no structures are built onto the easements.
3. Oncor has requested we retain a utility easement the entire width and length of the alleys being vacated.
4. Spectrum has requested approval.
5. Public Works has facilitated an agreement between the Church and McGinty Tire Shop to provide for solid waste service/collection and access to such on the Church's property in a manner similar to current.

Staff recommends approval of this ordinance, which will authorize the City Manager to execute a Special Warranty Deed to convey the property.

☒ **Asst. City Manager**

ASSOCIATED INFORMATION: Ordinance, Exhibit, Location Map, Plat Maps

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance authorizing the City Manager to approve a request from the Catholic Diocese of Fort Worth to close, vacate, and abandon two alleys adjacent to 1501 9th Street that consists of approximately 13,750 square feet more or less as depicted and indicated on the attached plat maps

WHEREAS, the Catholic Diocese of Fort Worth, property owner of 1501 9th Street, has requested to close and abandon said alleys located adjacent to 1501 9th Street; and,

WHEREAS, all affected utility companies and City departments have reviewed this request, and have approved to close, abandon, and vacate these alleys upon retention of all utility easements for the entire width and length.

WHEREAS, it has been determined to be in the best public interest to close and abandon said alleys as herein indicated on the attached Location Map.

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

1. The approximately 13,750 square feet, more or less, alleys located adjacent to 1501 9th Street as indicated on the attached Location Map are hereby vacated, closed, and abandoned.
2. In consideration of the receipt of \$110,000.00 for the fair market value, this ordinance shall approve the closure of the alleys.
3. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.
4. This will authorize the City Manager to execute a Special Warranty Deed in a form approved by the City Attorney to convey the properties with retention of all utility easements for the entire width and length.

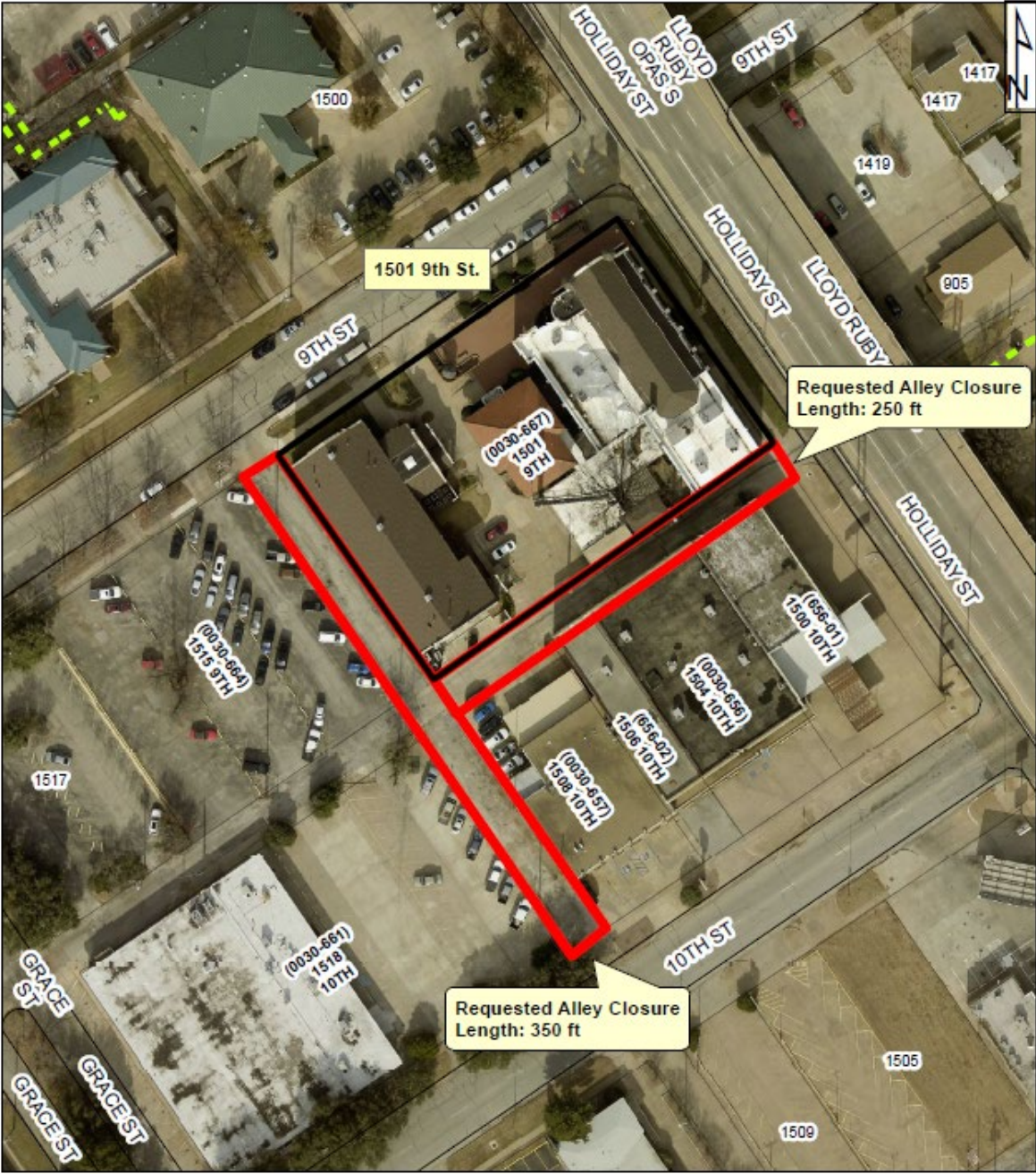
PASSED AND APPROVED this the 20th day of June 2023.

MAYOR

ATTEST:

City Clerk

EXHIBIT





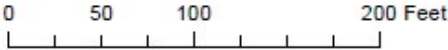
1501 9th Street
Alley Closure Map

CITY OF WICHITA FALLS, PLANNING DIVISION
MAP PRODUCED BY: Cedric Hu
DATE PRODUCED: 3 April 2023

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 here. This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Legend

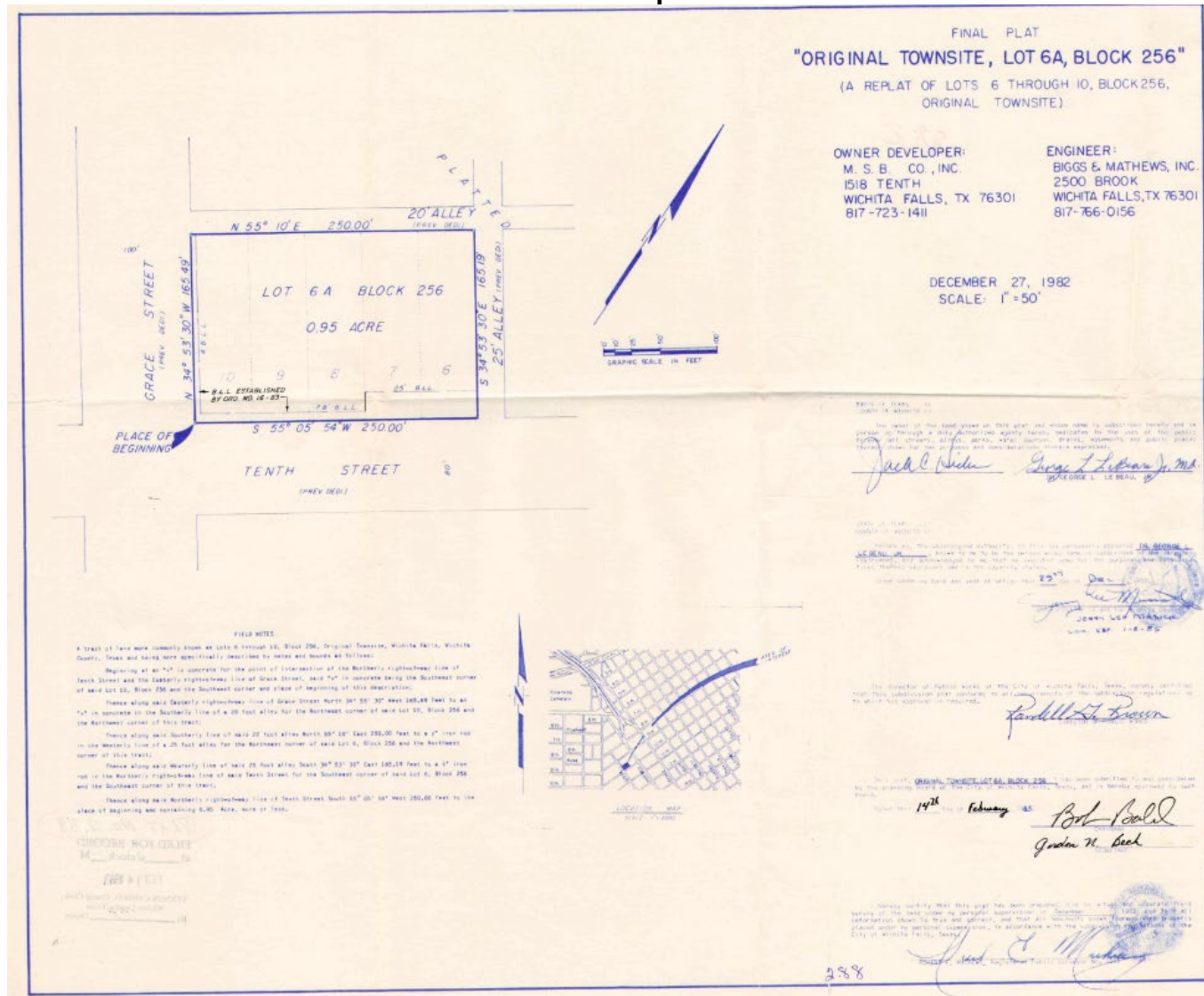
-  Subject Property
-  Alleys to be Closed



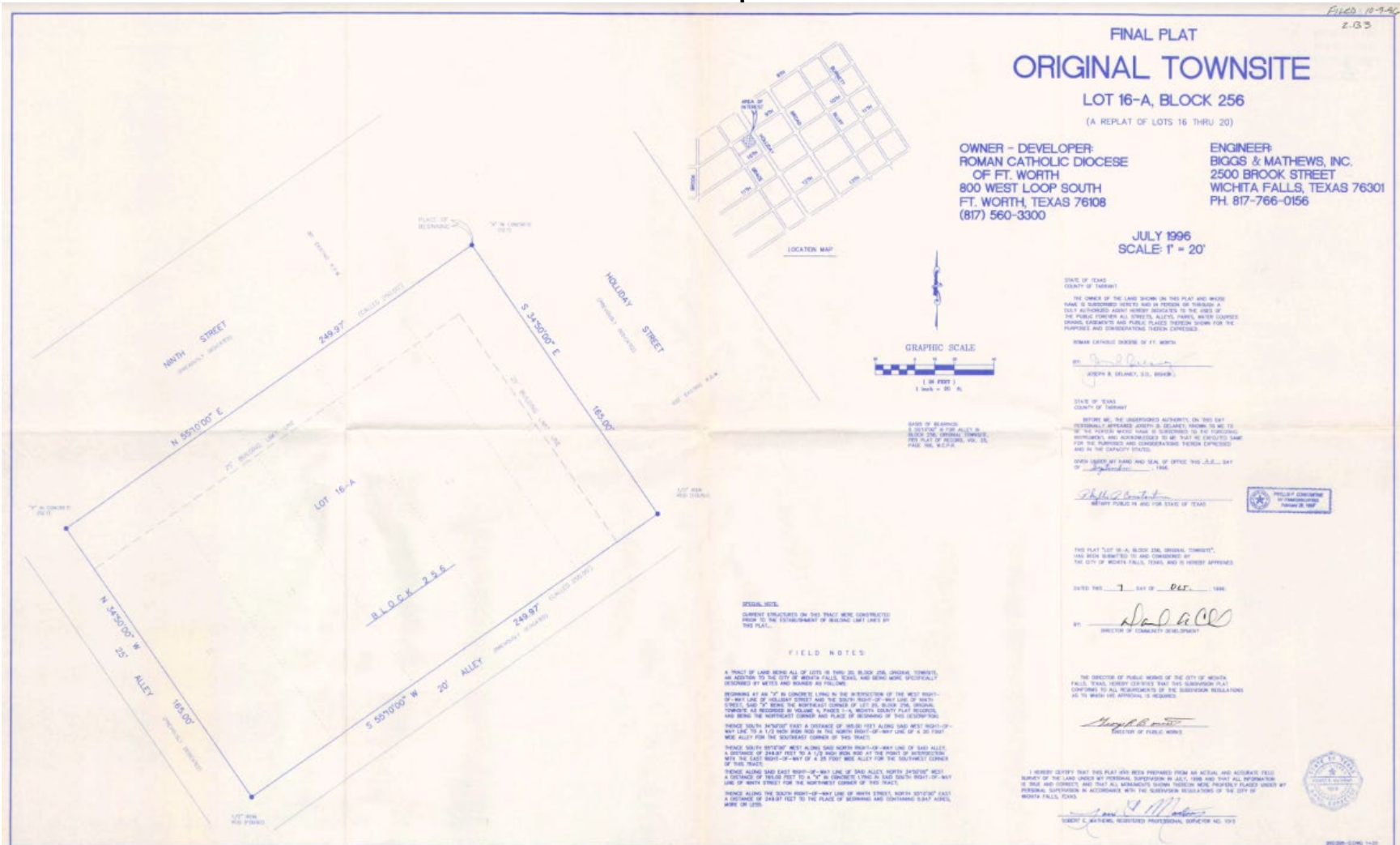
LOCATION MAP



Plat Map



Plat Map





Sacred Heart Catholic Church

Pastoral Center • 1504 Tenth Street • Wichita Falls, Texas 76301-4405
Telephone (940) 723-5288 • Fax: (940) 767-0160 • www.sacredheartwf.org

Addendum

Reasons for requesting close of the alley:

Private School: Holy Family Classical Academy

- The children pass across the alley to use the Parish Hall and the Church for classes.
- Students frequently eat lunch outside.
- Recess and gym are frequently held outside in the area between the Parish Hall and the Priest Residence.
 - Vehicle traffic poses a danger to students and teachers.
 - Pedestrian traffic poses a security risk to students and teachers.
 - Transient and homeless walk through the alley and across the property during school hours because they are currently considered public access thoroughways.

Religious Education Classes

- Wednesday evenings
 - Over 100 students are present from 6:00 PM until 9:00 PM for Religious Education in the Pastoral Center Building.
 - Adult Faith Formation classes are held in the Parish Hall for their parents.
 - The Church is open for prayer from the afternoon until the evening.
- Volunteers must be posted outside with high visibility vests and traffic cones to prevent vehicle traffic due to the number of pedestrians passing through the buildings, as well as to monitor who may access the buildings at these times.

Priest Residence

- The priests live in the priest residence located in the middle of the 9th Street Property.
- They are often awakened by disturbances in the alley:
 - Rummaging through the dumpsters
 - Fights, arguments, etc.
 - Loud cell phone conversations
 - Individuals having a mental health episode
 - Individuals urinating/defecating in the bushes and flowerbeds
 - Vehicles temporarily parking on the property for rendezvous
- Surveillance cameras and posted signs have helped to reduce but not eliminate disturbances.



Department of Community Development
Planning Division
1300 7th Street, PO Box 1431
Wichita Falls, TX 76307
(940) 761-7451
Fax (940) 761-7419

**Application Requesting the Closing, Vacating and Abandoning of an
Easement, Street or Alley**

Dear Sir or Madam:

As property owner, I hereby request that the City of Wichita Falls consider closing, vacating, and abandoning the following easement, street or alley. Please attach a map along with a written description of the property with dimensions:

9th Street: Sacred Heart Catholic Church, Priest Residence, Parish Hall, Parking Lot

10th Street: Pastoral Center, medical office (recently acquired)

Alley passing through the property & Alley connecting 9th and 10th

This request is being made for the following reasons:

Security and control of pedestrian and vehicle traffic during operating hours.

A private school is in session during the week, and religion classes are in session in the evenings.

There is a high volume of transient pedestrians around the residence after dark.

I acknowledge that a \$200 processing fee will be required, and understand that if this action is taken, such street or alley will no longer be a public way, and it may be closed to the public.

This will inform you that I have no objection to the City's closing, vacating, and abandoning such easement, street or alley.

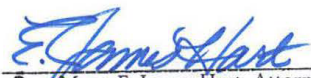
Name Michael F. Olson, S.T.D., Bishop (Please Print)

Signature _____

Address of Property 1501 9th Street

Phone 940-723-5288

Date _____


Rev. Msgr. E. James Hart, Attorney-in-Fact
for Michael F. Olson, S.T.D., Bishop of the
Catholic Diocese of Fort Worth



**CITY OF WICHITA FALLS
STREET, ALLEY, AND EASEMENT ABANDONMENTS
November 1, 1991**

(Updated September 2014; October 2015)

The following procedure and fee schedule shall be used for requests to close streets, alleys, and easements in the City of Wichita Falls. This procedure is based on the Local Government Code, as amended, and City ordinances.

PROCEDURE

1. **Application and Processing Fee:**
Application for abandonment shall be made to City of Wichita Falls Planning with a non-refundable processing fee of \$200.00. The processing fee shall not be required, if the abandonment is accomplished as part of a platting process.
2. **Technical Review:**
Planning will notify appropriate utility and government agencies of the request for their written technical review.
3. **Public Notification:**
For street or alley rights-of-way abandonment, not involving a plat, Planning will notify all abutting property owners of the request. If a property owner would like to respond, he is given ten (10) days to return his response form to Planning.

In cases where, in the judgment of staff the impact of the abandonment would pertain to more than the immediate property owners, additional notification may be given, and the recommendation of the Planning & Zoning Commission may be obtained (e.g. street closures, where an active street is being considered for abandonment).
4. **Abandonment as part of Platting:**
If the abandonment is requested as part of a platting process where additional street/alley right-of-way, or utility easement is being dedicated in the immediate area, and the amount of dedication in terms of square-footage, equals or exceeds the square-footage of a similar right-of-way or easement to be abandoned, then the abandonment can be accomplished by labeling it "Herein Vacated" on the plat. No payment of fair market value will be required under this procedure. The abandonment shall become effective upon the filing of the plat.

5. Appraised Value:

If the abandonment requested is not part of a platting process, or, the amount of dedication in terms of square-footage does not equal, or exceed the square-footage of a similar right-of-way or easement to be abandoned, then, the abandonment will require the payment of the appraised value as determined by the City as follows:

- The appraised value will be determined by City Property Administrator using tax appraisals of abutting properties. This appraisal shall be used if the value is less than \$1,000, unless the applicant submits an independent appraisal for consideration by the City.
- If the estimated appraisal is \$1,000 or more, an independent appraisal shall be required. The applicant shall bear the cost of the appraisal. The independent appraisal contact shall be made by the City Property Administrator.

6. City Council Action:

Upon payment of the appraised value the City Property Administrator shall prepare appropriate ordinance for City Council action.

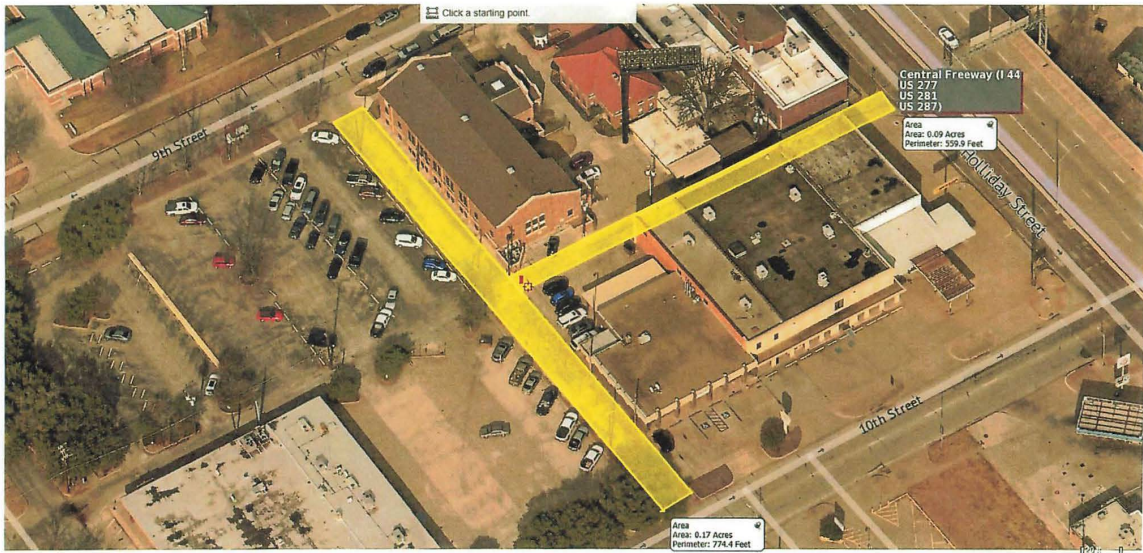
7. Deed Conveyance:

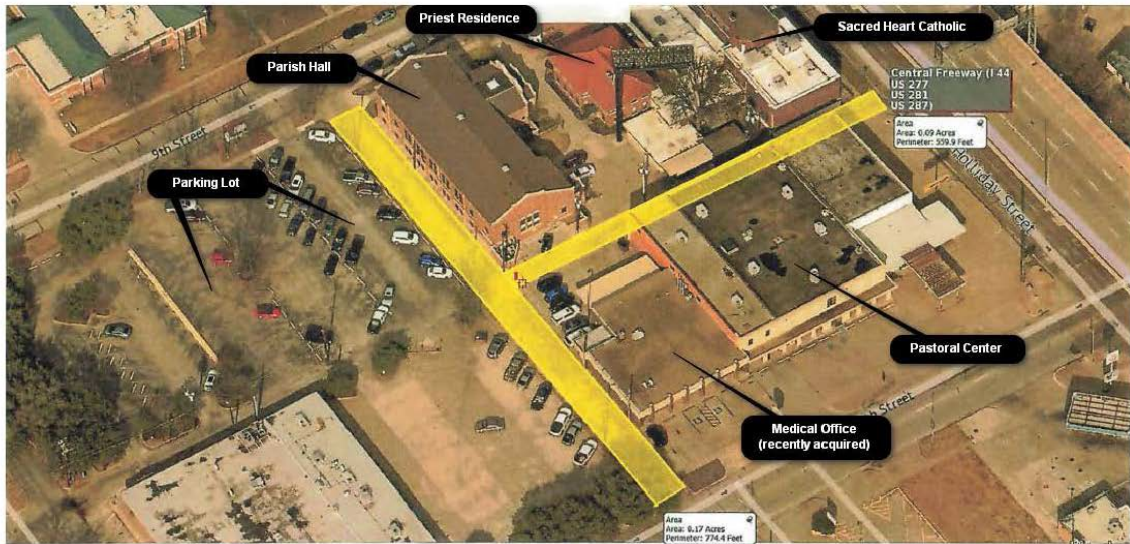
Upon passage of the abandonment ordinance, the Legal Department shall prepare a quit claim deed conveying the City's interest to the applicant.

In the event an abutting property owner's property encroaches upon City-owned right-of-way or other City property, the abutting property owner may ask the City to convey the City's interest in its property to remedy the encroachment. The request shall be made to the City's Property Administrator who shall process the request for consideration by the City Council.

The abutting property owner shall pay in advance for all expenses necessary to process the request including any survey and appraisal fees.

In the event the City Council decides to convey the City's interest in the property the abutting property owner shall pay the City the greater of One Thousand (\$1,000) Dollars or the appraised value of the property. The purchase price does not include expenses paid by the requestor to process the request.





HENDERSON APPRAISALS

SumaryAppriRept
File No. 9thstreet

***** INVOICE *****

File Number: 9thstreet

June 01, 2023

City of Wichita Falls
P.O. Box 1431
Wichita Falls, TX 76307
Attn: Pat Hoffman

Borrower : Owned by The City of Wichita Falls

Invoice # : 600/2023
Order Date : 05/23/2023
Reference/Case # : SumaryAppriRept
PO Number :

9th Street at Holliday
Wichita Falls, TX 76301

Fee for appraisal of Two Alleys:	\$	675.00
	\$	

Invoice Total	\$	675.00
State Sales Tax @	\$	0.00
Deposit	(\$)
Deposit	(\$)

Amount Due	\$	675.00

Terms: Late charges of \$25.00 monthly charged after 30 days

Please Make Check Payable To:

HENDERSON APPRAISALS
4302 Call Field Rd., Ste A
Wichita Falls, TX 76308

Fed. I.D. #: 446-42-4852

TITLE PAGE

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryAppriRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	

Jim Henderson, SRA
Licensed & Certified
Number: TX-132131-G
e-mail - jimh@henderson-appraisals.com

Gerald A. Taylor
Licensed & Certified
Number: TX-1321700-R

Haley Nicole Drumm
Appraiser Trainee
Number: TX-341499

Jana Kay Henderson
Appraiser Trainee
Number: TX-1341897

**A SUMMARY REPORT
OF AN APPRAISAL OF:**

Two Alleys

Owned by The City of Wichita Falls

LOCATED AT:

Between 9th and 10th Streets
Wichita Falls, TX

PREPARED FOR:

City of Wichita Falls
Attn: Pat Hoffman
P.O. Box 1431
Wichita Falls, TX 76307

DATE VALUATION APPLIES: May 26, 2023

PREPARED BY:

Jim Henderson, SRA
TX-1320131-G

4302 Cirrell Field Road • Wichita Falls, Texas 76308 • (940) 696-3045 • FAX: (940) 696-3021

**henderson
appraisals
&
consultants**

VALUE LETTER

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryAppriRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	

Jim Henderson, SRA
 Licensed & Certified
 Number: TX-1320131-G
 e-mail - jrhansen@henderson-appraisals.com

Gerald A. Taylor
 Licensed & Certified
 Number: TX-1321700-R

Haley Nicole Drumm
 Appraiser Trainee
 Number: TX-1341486

Jana Kay Henderson
 Appraiser Trainee
 Number: TX-1341837

June 1, 2023

City of Wichita Falls
 Attn: Pat Hoffman
 P.O. Box 1431
 Wichita Falls, TX 73607

RE: Summary Appraisal, Restricted Report of
 Two existing alleys
 Wichita Falls, TX

Owned by The City of Wichita Falls

Dear Ms. Hoffman:

In accordance with your request for an estimate of market value of the unencumbered fee simple title to the above property, I have personally inspected the property and have made a careful and detailed analysis of all factors pertinent to the value estimate.

Market value is defined by City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex 1954) as being:

"The price the property would bring when offered for sale by one who desires to sell, but is not obliged to sell, and is bought by one who desires to buy, but is under no necessity of buying, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is, or in all reasonable probability, will become available within the reasonable future."

Market Value is defined by the Dictionary as follows:

"The most probable price, as of a specific date, in cash, or in terms equivalent to cash, or in other precisely reveal terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."

**henderson
 appraisals
 &
 consultants**

4302 Call Field Road • Wichita Falls, Texas 76009 • (940) 936-5013 • FAX (940) 696-3331

VALUE LETTER - PAGE 2

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryAppriRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	



Market Value is defined by USPAP as:

"A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal." USPAP also requires the following be identified:

- Identification of the specific property rights being appraised.
- Statement of the effective date of value.
- Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are assumed.
- Upon what conditions the terms are based, including interest rates being above or below market, other incentives, and their affect on value.

Federal agencies mandate different definitions of Market Value.

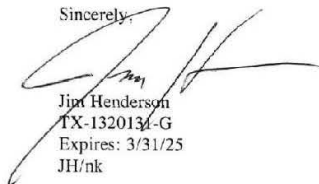
At client's request this is a summary appraisal and a restricted report; however my opinion is based on analysis of current market transactions. Information used in this appraisal is retained in my files and available for inspection or discussion.

The accompanying report contains the result of my investigation and analysis. In my opinion, the value of the property as of May 26, 2023:

ONE HUNDRED TEN THOUSAND DOLLARS

\$110,000.00

Sincerely,


 Jim Henderson
 TX-1320134-G
 Expires: 3/31/25
 JH/nk

SUMMARY OF FACTS AND CONCLUSIONS

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryAppriRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	



SUMMARY OF FACTS AND CONCLUSIONS

PROPERTY TYPE:	Two alleys, 20' x 350' and 20' x 250'
ADDRESS:	Between 9 th & 10 th Streets, west of Holliday, Wichita Falls, TX
LOCATION:	Between 9 th & 10 th Streets at Holliday (see attached), Wichita Falls, Wichita County, Texas
LEGAL DESCRIPTION:	A 25' x 350' alley and a 20' x 250' alley out of Block 256, Boyd and Moore Subdivision
DATE OF INSPECTION:	May 26, 2023
DATE OF APPRAISAL:	May 26, 2023
ZONING:	General Commercial
TOTAL LOT SIZE:	25' x 350' - 8,750 sf and 20' x 250' = 5,000 sf, Total area 13,750 sf
PROPERTY DESCRIPTION:	Two asphalt and concrete paved city alleys
HIGHEST AND BEST USE	For commercial use to be sold in conjunction with adjacent property
SALES HISTORY:	Has been owned by The City of Wichita Falls for many years and is not listed for sale at this time.

FINAL VALUE CONCLUSION

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryAppriRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	



ESTIMATED PROPERTY VALUE \$8.00 per sf

FINAL VALUE CONCLUSION:

Estimated Value - \$8.00 per sf x 13,750 sf = \$110,000.00

PURPOSE OF THE APPRAISAL

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryAppriRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	



PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the current market value of the property described herein, in its "as is" condition, as of the date of the appraisal. This appraisal will be used by the property owner and the City of Wichita Falls to determine market value.

PROPERTY RIGHTS APPRAISED

The property is appraised in fee simple title, surface only. Good and merchantable title is assumed.

FUNCTION OF THE APPRAISAL

This appraisal is designed as a Summary Appraisal in a Restricted format to be used for estimating market value. This has no special effect on the value herein estimated.

SCOPE OF THE ASSIGNMENT

As part of this appraisal, the appraiser has made a number of independent investigations and analyses. The appraiser has relied on data retained in his office files which are updated regularly. The investigations undertaken and the major data sources used are as follows:

AREA AND NEIGHBORHOOD ANALYSIS

The appraiser has examined and analyzed Subject's communities as to governmental, growth, economic, and future foreseeable events which would affect the economy regarding the Subject property. Pertinent data was selected from information provided by the County Tax Appraisal District, the Chamber of Commerce, the County Courthouse, and the State of Texas.

The appraiser has examined the neighborhood for its physical and social uses, typical property developments, and transitions in use.

The appraiser has examined the zoning ordinances as to the Subject's existing and potential legal compliance of this zoning.

UNAVAILABILITY OF INFORMATION

None recognized.

SALES HISTORY

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryAppriRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	



COMPETENCY

I have the knowledge and expertise necessary to complete the assignment competently. See Appraiser's qualification pages in the Addenda.

SALES HISTORY

Subject has been owned by the same property owner for many years. To the best of my knowledge, it has not been listed for sale since that time.

MARKETING TIME

Estimated marketing time and exposure time are 6 to 24 months.

HIGHEST & BEST USE

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryAppriRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	



HIGHEST & BEST USE

This term has been variously defined as:

"The most profitable, likely use to which a property can be put."

"That use of the land that may reasonably be expected to produce the greatest net return to land over a given period of time."

"That legal use that will yield to land the highest and present value, sometimes called the optimum use."

In estimating highest and best use, the following tests must be met in estimating the highest and best use, they are:

1. Possible use. What uses of the site in question are physically possible?
2. Permissible use (legal). What uses are permitted by zoning and deed restrictions on the site in question?
3. Feasible use. Which possible and permissible uses will produce a net return to the owner of the site?
4. Highest and best use. Among the feasible uses, which will produce the highest net return or the highest present worth?

The highest and best use of the land (or site) if vacant and available for use may be different from the highest and best use of improved property. This is true when the improvement is not an appropriate use, but it makes a contribution to the total property value in excess of the value of the site.

In arriving at the estimate of highest and best use, the subject site was analyzed in light of the four test given above.

The site has all the physical and locational attributes of a commercial property to be used in conjunction with adjoining property.

EXPOSURE TIME ANALYSIS

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryAppriRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	



I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period, immediately preceding acceptance of this assignment.

EXPOSURE TIME ANALYSIS

In accordance with the Market Value definition contained herein, as requested by the client, consideration has been given to a reasonable estimated marketing period for the subject property at the appraised value estimate herein.

Exposure Time is the amount of time necessary to expose a property to the open market in order to achieve a sale. Implicit in this definition are the following conditions:

The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers of similar types of properties.

The property will be offered at a price reflecting the most probable mark-up over market value used by sellers of similar properties.

A sale will be consummated under the terms and conditions of the definition of market value stated in this report.

According to USPAP, Exposure Time may be defined as follows:

“The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at the market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market”.

An exposure time of 3 to 24 months appears reasonable with 92% to 97% listing to sales price ratio.

SCOPE OF THE APPRAISAL

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryAppriRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	



SCOPE OF THE APPRAISAL

As part of this appraisal, the appraiser has made a number of independent investigations and analyses. The appraiser has relied on data retained in his office files which are updated regularly. The investigations undertaken and the major data sources used are as follows:

Area and Neighborhood Analysis

The appraiser examined and analyzed the community as to governmental, growth, economic and future foreseeable events which would affect the economy regarding the subject property. These materials were selected from information provided by the Chamber of Commerce, the County Courthouse, the County Tax Appraisal Office and the State of Texas.

Site Description Analysis

The appraiser physically inspected subject property on the date of appraisal, inspected the condition of the improvements, walked the site and took photographs.

Improvement Description Analysis

The appraiser physically inspected and measured the subject property. Through information gathered in the County Clerk's office and from local's knowledgeable of the construction details of the improvements, the appraiser has determined the approximate age of the improvements, history of construction and title transfer.

Market Data Program

The appraiser obtained data on vacant and improved property transfers in the market area. This is completed by updating such sales information retained in the working files of the appraiser. These transfers of title were verified by researching deeds and other instruments in the courthouse and attempting to contact buyers, sellers, brokers, or all to verify transaction data and insure that sales were at arms length.

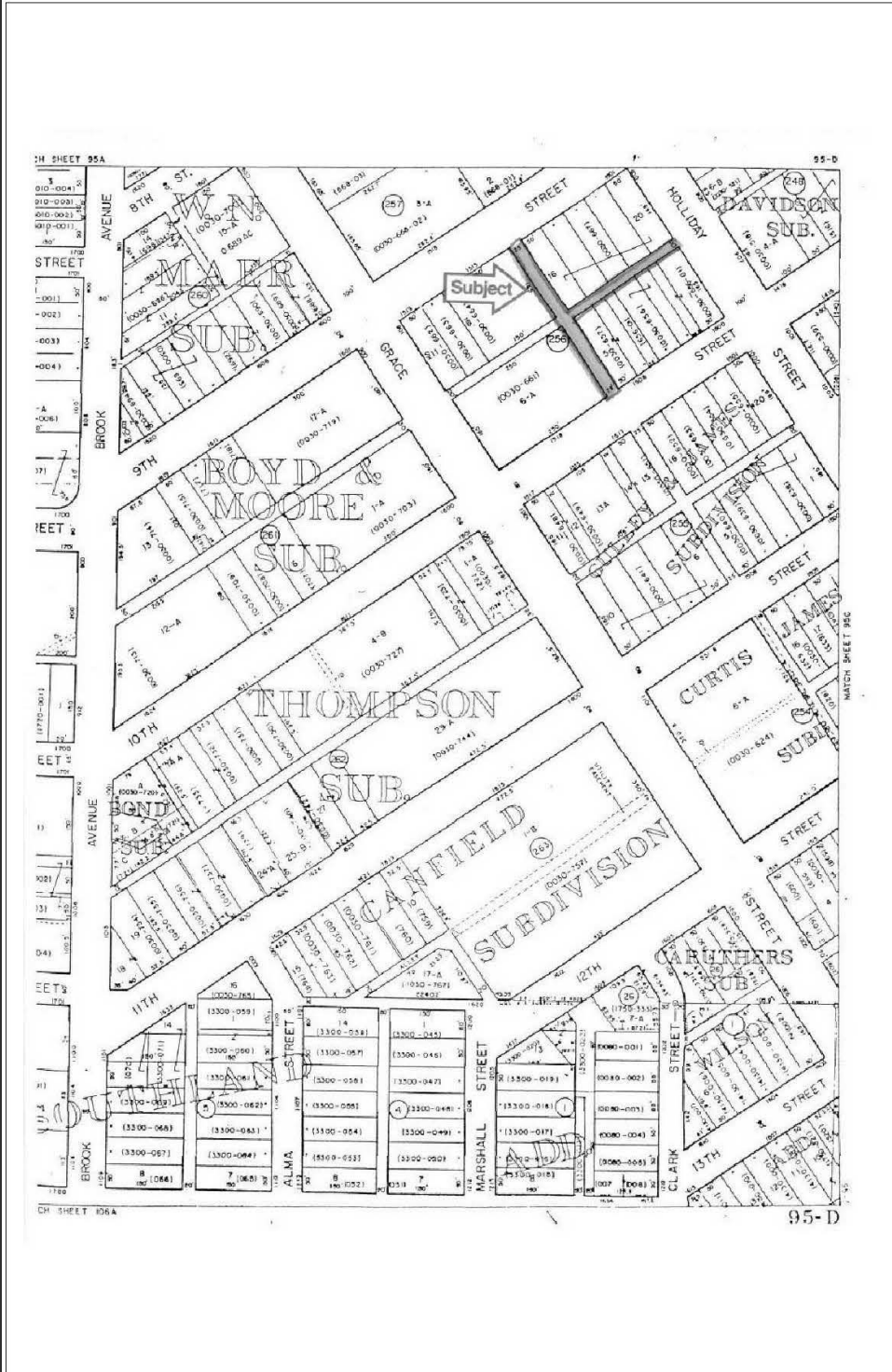
Rental Data Program

The appraiser updated rental information of comparable facilities in the market area. This data base is retained in the working files of the appraiser. It is collected through interviewing managers, brokers and owners of competitive facilities in the market area. This interview includes determining the extent of expenses attributable to this type of income-producing property.

Economic vacancies were determined by a comparative analysis of the subject's income potential, the reported income of competing facilities and the physical inspection of apparently occupied, competing buildings in the market area.

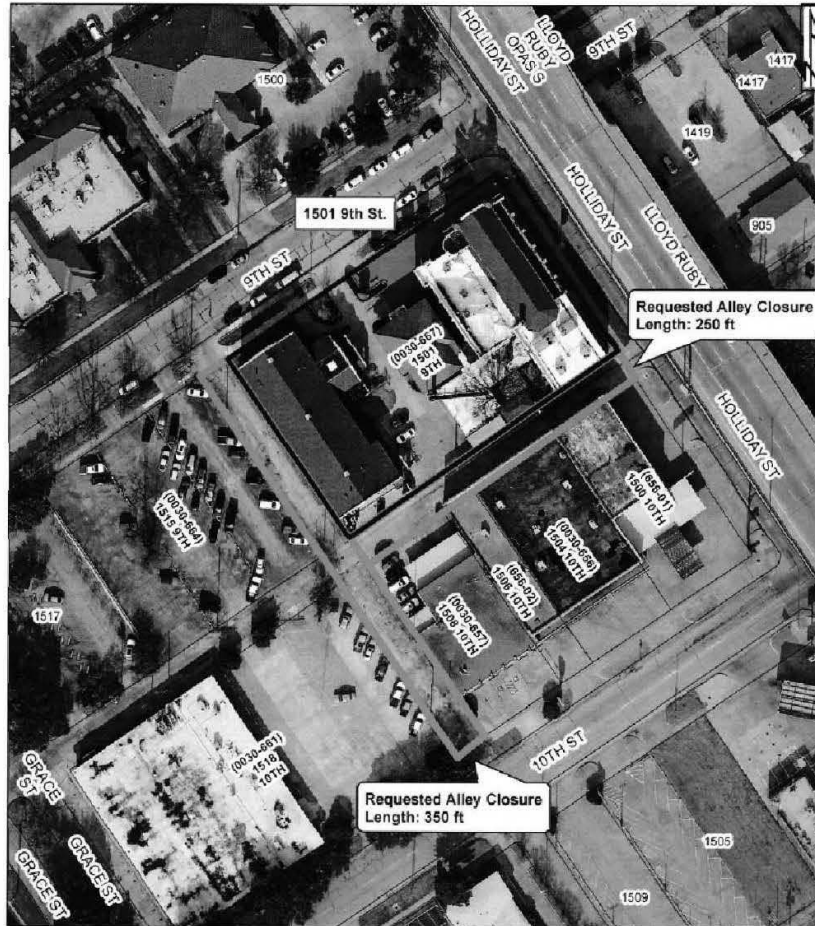
LOCATION MAP

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryApplRept
City: Wichita Falls	State: TX
Lender:	Zip: 76301



SITE MAP

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryAppriRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	



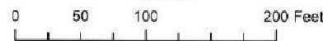
1501 9th Street Alley Closure Map

CITY OF WICHITA FALLS, PLANNING DIVISION
MAP PRODUCED BY: Cindi Hui
DATE PRODUCED: 3 April 2023

Disclaimer:
The City of Wichita Falls, Texas, and its staff, in providing this information, make no representation or warranty as to the accuracy, completeness, or timeliness of the information provided. This information is provided for informational purposes only and is not intended to be used for any other purpose. The City of Wichita Falls, Texas, and its staff, in providing this information, make no representation or warranty as to the accuracy, completeness, or timeliness of the information provided.

Legend

- Subject Property
- Alleys to be Closed



HENDERSON APPRAISALS

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryApprlRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	



Alley Looking South From 9th Street



9th Street Looking East

HENDERSON APPRAISALS

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryApprlRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	



Alley looking East Toward Holliday



10th Street Looking East

HENDERSON APPRAISALS

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryApprlRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	



Alley Looking North From 10th Street

LICENSE

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryAppriRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	



QUALIFICATIONS OF APPRAISER

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryAppriRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	

QUALIFICATIONS OF JIM HENDERSON, SRA

"State Certified and Licensed (TX-1320131-G) General Real Estate Appraiser"

Personal History: Born in Marietta, Oklahoma, December 17, 1942. Graduated from Greenville High School in 1961 and moved to Wichita Falls, Texas, in 1962.

Education: Received B.S. in Math and Education from Midwestern State University. Completed and successfully passed the following real estate appraisal courses:

- A. Real Estate Principals at Texas Tech University
- B. Course 1-A at Southern Methodist University, sponsored by the American Institute of Real Estate Appraisers.
- C. Course VIII at Tulane University, sponsored by the American Institute of Real Estate Appraisers.
- D. Appraising Farm and Ranch Property, sponsored by the Society of Real Estate Appraisers.
- E. Various appraisal seminars sponsored by the Society and American Institute of Real Estate Appraisers and the Appraisal Institute.

A partial list includes:

Income Property Appraising	Professional Standards
Multi-Family Appraisals	Rural Property Appraisals
Relocation Appraisals	Small Office Computers
Market Approach to Value	Many Others

Professional Organizations: Currently licensed as Broker by the Texas Real Estate Commission. Member of the Wichita Falls Board of Realtors, National Association of Realtors, Texas Association of Realtors and member of the Appraisal Institute. Served in all offices and as Chapter President two terms (1977 and 1978), for the Texoma Chapter Society of Real Estate Appraisers, currently certified.

Business Experience: Active in Real Estate since 1968, owner of Henderson Appraisals and Consultants Company (handling sales, rentals, leases, mortgage, property management, consulting and appraisals of residential, commercial investments and farm and ranch properties). Personally owns single family, commercial, office building, and rural property.

Appraisal Clients Include:

R.T.C.	Dan Campbell, Attorney at Law
Fannie Mae	City of Wichita Falls
Texas Highway Department	F.S.L.I.C.
Texas Electric	Union Square FCU
AmTex Mortgage	Texoma Community CU
Lone Star Gas Company	United Capital Mortgage of Texas
1 st Burkburnett Mortgage	Phillips Petroleum Company
American National Bank	Don Short, Attorney at Law
Norwest Mortgage	Merrill-Lynch Relocation Mgt
F.H.A. and V.A.	I.B.M.
Lender's Service, Inc.	Nations Bank
1 st National Bank, Bowie	S.B.A. and numerous others

Court Testimony: Qualified and Testified as Expert Witness:

County, State and Federal Court

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryApprRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these cost in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

CERTIFICATION: The Appraiser certifies and agrees that:

1. The Appraiser has no present or contemplated future interest in the property appraised, and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property.
2. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in the report).
5. The appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.
6. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

CONTINGENT AND LIMITING CONDITIONS: The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.
3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuation for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
6. Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.
7. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.
9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

ENVIRONMENTAL DISCLAIMER: The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's on-site inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

ADDITIONAL CERTIFICATION: The appraiser further certifies that:

1. This appraisal conforms to the Uniform Standards of Professional Appraisal Practice ("USPAP") adopted by the Appraisal Standards Board of the Appraisal Foundation, except that the Departure Provision of this USPAP does not apply.
2. Their compensation is not contingent upon the reporting of a predetermined result or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
3. This appraisal assignment was not based on a requested minimum valuation, a specific question, or the approval of a loan.

Note: The environmental disclaimer and the additional certification are not to be used as a disclaimer of liability for or by the appraiser.

Date: 06/01/2023

Date: _____

USPAP # 6002012

Appraiser: [Signature]

Review Appraiser: J. M. Henderson, CRA US-1520121-G

U.S. Form No. 2, Current Ed., October 1999, 10000-105-0001

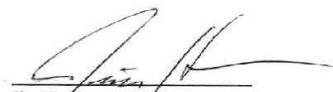
ADDITIONAL CERTIFICATION

Borrower:	File No.: 9thstreet
Property Address: 9th Street at Holliday	Case No.: SummaryAppriRept
City: Wichita Falls	State: TX Zip: 76301
Lender:	

HENDERSON APPRAISALS & CONSULTANTS

ADDITIONAL CERTIFICATION:

1. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
2. The Appraisal Institute conducts a voluntary program of continuing professional education for its designated members. As of the date of this report, I have chosen not to complete requirements under the continuing education program of the Appraisal Institute.
3. I am currently licensed and certified by the State of Texas and have completed continuing professional education required by the State of Texas.


Jim Henderson, SRA
State Certified - TX-1320131-G

06/01/2023
Date

CITY COUNCIL AGENDA
June 20, 2023

ITEM/SUBJECT: Ordinance authorizing the City Manager to execute all documents necessary to apply for and accept \$1 million in Federal Aviation Administration Entitlement grants for snow removal equipment at Wichita Falls Regional Airport.

INITIATING DEPT: Aviation, Traffic, & Transportation

STRATEGIC GOAL: Accelerate Economic Growth

STRATEGIC OBJECTIVE: Support a Thriving SAFB

The City of Wichita Falls has the opportunity to receive \$1 million in entitlement funds from the Federal Aviation Administration (FAA) to be distributed as follows:

- Snow Removal Equipment \$1,000,000

There will be a local match requirement on the FAA funds used for the purchase of snow removal equipment. On September 6, 2022, the City Council approved funds for the purchase of snow removal equipment from the 4A Economic Development Corporation (4A EDC) to address this local match requirement. Currently, \$133,979.00 is available from 4A EDC for this and other projects. The purchase of this equipment will minimize the impact that winter weather events will have on both commercial air service and military training missions.

Therefore, staff requests the support of City Council via this ordinance to pursue and apply for entitlement funding of \$1 million.

☒ **Director, Aviation, Traffic, & Transportation**

ASSOCIATED INFORMATION: Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance authorizing the City Manager to execute all documents necessary to apply for and accept \$1 million in Federal Aviation Administration Entitlement grants for snow removal equipment at Wichita Falls Regional Airport

WHEREAS, the City of Wichita Falls has assumed responsibility from Sheppard Air Force Base in its lease agreement for the maintenance of leased property at Wichita Falls Regional Airport; and

WHEREAS, the City has identified the need for using Federal Aviation Administration Entitlement funds for purchasing snow removal equipment to maintain winter use of its leased facilities; and

WHEREAS, the City desires to apply for \$1 million of Federal Aviation Administration Entitlement funds; and,

WHEREAS, the City anticipates using FAA Entitlement funds for the purchase of snow removal equipment.

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

The City Manager is hereby authorized to execute all documents necessary to pursue, apply for, and accept the aforementioned Federal Aviation Administration grant for the use of Entitlement funds for snow removal equipment at Wichita Falls Regional Airport, and said funds are hereby appropriated to the FAA Airport Improvement Project Grant 2022 Fund.

PASSED AND APPROVED this the 20th day of June 2023.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
June 20, 2023

ITEM/SUBJECT: Resolution authorizing the purchase of an Oshkosh H-Series Snow Broom for the Wichita Falls Regional Airport through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Siddons Martin Emergency Group, LLC in the amount of \$1,093,345.00.

INITIATING DEPT: Aviation, Traffic, & Transportation

STRATEGIC GOAL: Accelerate Economic Growth

STRATEGIC OBJECTIVE: Support a Thriving Sheppard AFB

COMMENTARY: On September 6, 2022, the City Council approved the use of 4A Economic Development Corporation (4A EDC) assistance for various capital projects. One of those projects was the purchase of an airfield snow removal system. Staff has worked extensively with Sheppard and Federal Aviation Administration (FAA) personnel on the specifications of this unit. Because of the number of severe winter weather events over the last few years, the purchase of snow removal equipment would reduce the number of weather-related impacts for both commercial air service and Sheppard training missions. The unit will be purchased from Siddons-Martin Emergency Group, LLC in the amount of \$1,093,345.00 through the H-GAC contract. The FAA has agreed to pay for 90% of the cost of this unit at \$984,010.50. The local match of \$109,334.50 will be paid from funds provided from the 4A EDC. The completed unit will include an Oshkosh H-Series Snow Broom built to specifications determined by the City of Wichita Falls, the FAA, and Sheppard AFB.

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

Staff recommends approval of the resolution authorizing the purchase of an Oshkosh H-Series Snow Broom through the Houston-Galveston Area Council Purchasing Cooperative from Siddons-Martin Emergency Group in the amount of \$1,093,345.00.

FAA FY 2022 Entitlement Funds:	\$984,010.50
4A Economic Development Corporation:	<u>\$109,334.50</u>
Total Project Cost:	\$1,093,345.00

This purchase will be new to the City of Wichita Falls inventory, and Oshkosh will provide

training to both Airport and Sheppard staff upon arrival. The unit is anticipated to arrive in late 2024.

☒ **Director of Aviation, Traffic & Transportation**

☐ **Purchasing**

ASSOCIATED INFORMATION: Resolution; HGAC Documentation; Brochure

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

MASS ACCUMULATION. MAJOR FRUSTRATION.
CLEAR IT ALL.



OSHKOSH
SNOW
PRODUCTS

H-SERIES XF BROOM

The Oshkosh® H-Series™ XF Broom is built for the ultimate in performance and innovation. Optional automatic functions make easy work of airport snow removal and save transition time at the end of the runway. Easy access to maintenance checkpoints and electrical components simplifies serviceability and maximizes uptime. This, along with unsurpassed visibility from the H-Series cab, ensures nothing gets in the way of your performance.

TAKE BACK THE RUNWAY.

PERFORMANCE FEATURES

Heavy-Duty Construction

- Oshkosh® heavy-duty single piece frame
- Oshkosh designed and tested transfer case/axles
- 46 in. (1,168 mm) diameter rotary power broom for high speed snow removal
- Oshkosh ALL STEER® system
- Oshkosh Command Zone™ CAN control system with self diagnostics
- Corrosion resistant aluminum cab with fiberglass roof and fascia
- Full-length stainless steel piano type door hinges
- EPA Tier IV final compliant engines

Built-In Control and Improved Operator Safety

- 70 in. (1,778 mm) wide cab
- Two full-size seats for driver and supervisor/training officer
- Two doors, power roll-down windows and cup holders
- Emergency stop button for broom engine and broom head
- Joystick operates only when driver is ready

Superior Visibility

- Elimination of corner posts opens view of the runway
- Quad electric windshield wiper system
- 55,000 BTU heater/defrost system with digital climate control
- Rear three-quarter windows eliminate blind spots
- Light bars are placed out of sight lines
- Lower front windows provide clear view of attachments
- 1-piece panoramic reverse slope windshield
- Tinted safety glass

INNOVATIVE. EFFECTIVE. THE H-SERIES XF BROOM.



oshkoshsnowproducts.com

+1 920 235 9150

CHASSIS

Front Axle

- Oshkosh® Model 27K, single reduction with special heat treated alloy steel shafts, driver-controlled traction differential and Oshkosh cage ring type steering ends
- 6.17:1 ratio

Rear Axle

- Eaton full floating, single reduction with special heat treated alloy steel shafts and driver-controlled traction differential
- 6.14:1 ratio

Air Brakes, Parking and Emergency

- Secondary emergency system – modulated split type
- Auxiliary air inlet, left side
- Quick drain lanyards on all tanks

Brakes and Service

- Dual system, air operated mechanical
- Electronic antilock brake system (4S4M)
- Compressor – 30 cfm

Standard Accessories

- National Standard Plus air ride driver seat, right of center
- 55,000 BTU heater/defroster
- Digital climate control
- 12V power outlet (2), USB power outlet (2)
- Cup holders (2)
- Electronic engine controls with on-board diagnostics integral with Oshkosh Command Zone™ system
- Electric remote control heated West Coast type mirrors
- Fresh air type heater and defroster
- LCD dash display
- Light bars
- Heated windshield
- Quad electric windshield wipers mounted above windshield with intermittent speed control
- Side window defrosters
- Tilt/telescoping steering wheel
- Windshield washer, 6 qt. (5.7 L)
- Single side fuel fill

Instrumentation

- Oshkosh Command Zone LCD dash pod on steering column
- Chassis and broom head functions and icons

Equipment

- Dual 125 gal. (473 L) fuel tanks
- Full catwalks
- Heated fuel/water separator
- 1-piece molded fiberglass tilting engine cover, carrier engine

Drive Engine

- Scania DC13, inline 6 cylinder, 12.7 liter
- Horsepower – 350 hp @ 1,800 rpm
- Peak torque – 1,254 lbs.-ft. @ 1,200 rpm
- Governed rpm – 1,800

Electrical System

- Alternator
 - 100 A drive engine driven
 - 100 A broom engine driven
- Lighting and starting – 24V
- Battery – (4) 950 CCA each @ 0°F (-18°C), 1,900 CCA total (24V starting, 12V auxiliary)

Frame

- Single formed channel made of carbon manganese steel, heat treated
- Yield strength – 120,000 psi (827 Mpa) minimum
- RBM – 2,818,000 in.-lb. per rail (max)
- Construction – Grade 8 flanged bolts and flanged locknuts

Lighting

- Cab-mounted headlights with turn signals
- Clearance and marker lights to comply with federal regulations
- Fender-mounted headlights and turn signals
- Roof-mounted strobe light
- Dual stop, tail, turn signal lights (LED) at rear

Steering System

- Sheppard XD120 integral hydraulic power gear
- Chassis hydraulics warning system – low level/high temperature

Suspension

- Front – Hotchkiss, semi-elliptic spring
- Rating – 27,000 lbs. (12,247 kg)
- Rear – Hotchkiss, semi-elliptic spring
- Rating – 23,000 lbs. (10,433 kg)

Tires: 395/65R20, 20 ply

- Transfer Case
- Oshkosh 30000 Series, bevel gear, auto-locking
- 1.271:1 ratio

Transmission: Allison® Rugged Duty Series, 6-speed electronic

Vehicle Ratings at Axle Hubs

- Front – 27,000 lbs. (12,247 kg)
- Rear – 23,000 lbs. (10,433 kg)
- Total – 50,000 lbs. (22,680 kg)
- Wheelbase: 164 in. (4,166 mm)

Wheels

- Steel disc
- 20 x 10 in. (508 x 254 mm)

OSHKOSH BROOM AND POWER TRAIN

Pump Drive

- Funk 59000

- Lubrication – pressurized system

Broom Engine

- Scania DC13 inline 6 cylinder, 12.7 L
- Horsepower – 350 @ 1,800 rpm
- Peak torque – 1,696 lbs.-ft. @ 1,200 rpm
- Governed rpm – 2,100
- Heated fuel/water separator

Broom Core

- 18 ft. (5.5 m) wide
- 50/50 poly/wire SIB cassette bristles
- 46 in. (1,168 mm) diameter

Head

- 180/70 R8 casters (2)
- 35 degree swing angle
- 525 rpm with 4828lbs.-ft. of available torque at the broom shaft
- Oshkosh weight transfer system
- Oil bath core center bearing
- Broom oscillation of 8 degrees

Controls

- Oshkosh SmartPattern for automatic pattern adjustment
- Ground speed control
- Integrated joystick controls

Cooling System

- Radiator core (auxiliary) – fin and tube type with deaeration system
- Mechanical fan clutch – temperature controlled clutch
- Premium radiator hoses
- Coolant filter

BROOM OPTIONS

- 20 and 22 ft. (6.1 and 6.7 m) head widths (4 casters)
- Cassette style bristles
- Wafer style bristles
- Wire or poly bristle options
- Snow shedding hood
- Ether start
- Integral engine fuel heater
- Auxiliary engine oil heater
- Broom head vibrator
- Broom engine – Scania DC13, 500 hp @ 1,800 rpm, 1,696 lbs.-ft. @ 1,200 rpm
- Dual forced air blowers – 13,400cfm @ 231 mph (372 k/mph)

CHASSIS OPTIONS

Accessories

- 20 gal. (75.7 L) cab deluge
- Air conditioning
- Heated driver's seat
- Side window wipers

Drive Train

- Scania DC13 500 hp @ 1,800 rpm, 1,696 lbs.-ft. @ 1,200 rpm
- 29K front axle rating

- Oshkosh ALL STEER® electronic all wheel steering system (23K and 26K rear only)

Electrical System

- HID, LED, and other lighting packages
- On-board battery charger (20 A self regulating)
- 150 A alternator on drive engine

Frame and Chassis

- Centralized side drain kit
- Heated Expello valves
- Heated wiper blades
- 120V/240V engine and coolant heaters
- 120V/240V transmission heater
- 120V/240V fuel tank heaters
- 120V/240V battery box heaters
- Aluminum fuel tanks with B20 fuel compatibility

Resolution No. _____

Resolution authorizing the purchase of an Oshkosh H-Series Snow Broom for the Wichita Falls Regional Airport through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Siddons Martin Emergency Group, LLC in the amount of \$1,093,345.00

WHEREAS, the Federal Aviation Administration provides capital funding support through its Airport Improvement Program; and

WHEREAS, the City of Wichita Falls is a recipient of Federal Aviation Administration Airport Improvement Program grants; and

WHEREAS, snow removal equipment is an eligible expense under the Federal Aviation Administration Airport Improvement Program; and

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

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

WHEREAS, the City Council finds that Siddons-Martin Emergency Group, LLC is offering an Oshkosh H-Series Snow Broom vehicle through the H-GAC Purchasing Cooperative, 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 an Oshkosh H-Series Snow Broom vehicle through the H-GAC Purchasing Cooperative from Siddons Martin Emergency Group, LLC in the amount of \$1,093,345.00.

PASSED AND APPROVED this the 20th day of June 2023.

MAYOR

ATTEST:

City Clerk

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

May 22, 2023

John Burrus, Fleet Director
CITY OF WICHITA FALLS
P.O. BOX 1431
WICHITA FALLS, TX 76308



Proposal For: Oshkosh Snow Broom

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to CITY OF WICHITA FALLS. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB CITY OF WICHITA FALLS and training on operation and use of the apparatus.

Description	Amount	
Qty. 1 - 9771 - Oshkosh H-Series Broom		
(Unit Price - \$963,312.00)		
Delivery within 16-17 months of order date		
QUOTE # - SMEG-0005534-1		
	Vehicle Price	\$963,312.00
	5-year Extended Warranty	\$78,675.00
	Additional Broom cassette	\$9,000.00
	Delivery	\$11,150.00
	1st year PM	\$8,200.00
	2nd year PM	\$9,640.00
	3rd year PM	\$11,368.00
	9771 - UNIT TOTAL	\$1,091,345.00
	SUBTOTAL	\$1,091,345.00
	HGAC FS12-19 (FIRE)	\$2,000.00
	TOTAL	\$1,093,345.00

Price guaranteed through close of business June 30, 2023. A final inspection of the vehicle prior to shipment is planned. Travel expenses of the customer are the responsibility of the customer. In-service training is included with all new Oshkosh brooms. The 3 preventative maintenance prices shall be invoiced separately from the truck, spare parts and warranty.

Additional: 'NOTE: Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Travis Ownby

I, _____, the authorized representative of CITY OF WICHITA FALLS, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	FS12-19 May 2023	Date Prepared:	06/06/23	
<p><i>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.</i></p>								
Buying Agency:	City of Wichita Falls			Fax:	Siddons-Martin Emergency Group			
Contact Person:	John Burus			Prepared By:	Jeff Doran			
Phone:				Phone:	1-800-784-6806			
Fax:				Fax:				
Email:	jburus@wichitafalls.gov			Email:	jdoran@siddons-martin.com			
Product Code:	FS19UF06	Description:	H Series Broom					
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$656,000.00	
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)								
Description		Cost	Description		Cost			
					Subtotal From Additional Sheet(s):		\$563,236.00	
					Subtotal B:		\$563,236.00	
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary								
Description		Cost	Description		Cost			
					Subtotal From Additional Sheet(s):		\$38,208.00	
					Subtotal C:		\$38,208.00	
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:		3.13%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)								
Quantity Ordered:	1	X Subtotal of A + B + C:	1257444	=	Subtotal D:		\$1,257,444.00	
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:		\$2,000.00
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation								
Description		Cost	Description		Cost			
Delivery		\$11,150.00						
Contract Discount		-\$177,249.00						
					Subtotal F:		-\$166,099.00	
Delivery Date:		17 months ARO		G. Total Purchase Price (D+E+F):		\$1,093,345.00		

CITY COUNCIL AGENDA
June 20, 2023

ITEM/SUBJECT: Resolution authorizing the purchase of a 2023 John Deere 310P Backhoe through the Sourcewell Purchasing Cooperative from Yellowhouse Machinery Co. in the amount of \$155,000.00 for the Streets Division.

INITIATING DEPT: Aviation, Traffic & Transportation

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: With limited availability this year on various vehicles and equipment, staff is analyzing existing equipment needs and purchase options. There is approximately \$405,000 left in the FY 23 capital replacement budget, and there are currently backhoes available for purchase. The unit will be purchased from Yellowhouse Machinery Co. in the amount of \$155,000.00 through the Sourcewell Purchasing Cooperative. This unit will be comprised of a 2023 John Deere 310P backhoe. FY 22 budget figures were used to calculate the budget impact. The unit is in stock and delivery is anticipated this summer.

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

Staff recommends the purchase of one (1) 2023 John Deere 310P backhoe through the Sourcewell Purchasing Cooperative in the amount of \$155,000.00. This unit will replace a 2007 Case backhoe in the Street Division with over 9,600 hours on it.

FY 22 Budgeted Amount:	\$154,564.00
Actual Cost:	<u>\$155,000.00</u>
Budget Impact:	(\$436.00)

☒ **Director of Aviation, Traffic & Transportation**

ASSOCIATED INFORMATION: Resolution ; Photo

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the purchase of a 2023 John Deere 310P Backhoe through the Sourcewell Purchasing Cooperative from Yellowhouse Machinery Co. in the amount of \$155,000.00 for the Streets Division

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 Yellowhouse Machinery Co. is offering a John Deere 310P Backhoe Loader through the Sourcewell Purchasing Cooperative, 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) 2023 John Deere 310P Tractor through the Sourcewell Purchasing Cooperative from Yellowhouse Machinery Co. in the amount of \$155,000.00.

PASSED AND APPROVED this the 20th day of June 2023.

MAYOR

ATTEST:

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*******May/June 2023 Delivery****Quote Id:** 28433270**Created On:** 21 March 2023**Last Modified On:** 12 June 2023**Expiration Date:** 23 June 2023**Equipment Summary****Selling Price****Qty****Extended**

2023 JOHN DEERE 310 P-Tier

\$ 155,000.00 X

1 =

\$ 155,000.00

Backhoe Loader -

1T0310PATPFX03173

John Deere Extended Warranty-5

\$ 0.00 X

1 =

\$ 0.00

Year 5000Hr Full Machine Warranty

w/Premium Plus Package

Equipment Total**\$ 155,000.00****Quote Summary**

Equipment Total

\$ 155,000.00

SubTotal

\$ 155,000.00

Total

\$ 155,000.00

Down Payment

(0.00)

Rental Applied

(0.00)

Balance Due**\$ 155,000.00****Salesperson : X** _____**Accepted By : X** _____*Confidential*



Selling Equipment



Quote Id: 28433270

Customer: CITY OF WICHITA FALLS

2023 JOHN DEERE 310 P-Tier Backhoe Loader - 1T0310PATPFX03173

Hours: 4

Stock Number: 76952

Code	Description	Qty
17B0T	JOHN DEERE JDLINK, CAB, AC, MFWD, LTD SLP, EX DPRSTK, PC 2L, RDC, DRVSH	1

Standard Options - Per Unit

183E	JDLINK	1
0202	UNITED STATES	1
0259	ENGLISH OPS MANUAL	1
0351	TRANSLATED LABELS	1
1003	CAB	1
3005	MFWD W/LIMITED SLIP DIFFEREN	1
4006	ENGINE FT4	1
5245	TIRE GAL19.5-24, 12.5/80	1
6154	DUAL BATTERY	1
6575	750LB FRONT COUNTERWEIGHT	1
6752	EXTENDIBLE DIPPERSTICK	1
7002	AUXILIARY W/ONE&2WAY FLOW	1
7028	PILOT CONTROLS 2 LEVER	1
7037	2WAY LOADER HYDR SINGLE LEVE	1
7702	STD QUICK COUPLER/LESS THUMB	1
7804	18"5.1 CU FT HD BUCKET	1
7870	1.25CUYD WIDE LONG LIP BKT	1
8062	BOOM PROTECTION PLATE	1
8075	OIL SAMPLING PORTS	1
8109	SUN VISOR	1
8115	FULL MFWD DRIVESHAFT GUARD	1
8126	HEAVTY DUTY GRILL FRAME	1
8131	HEAVY DUTY STABILIZER PADS	1
8142	LED LIGHT PACKAGE	1
8182	RADIO BOSCH BASIC PKG	1
8202	RIDE CONTROL	1
8207	SEAT CLOTH AIR SUSPENSION	1
8213	CHROME EXHAUST EXTENSION	1

Dealer Attachments

78851	NEW MISC WERK-BRAU D-LOCK HYD COUPLER CONNECT HYDRAULIC HAMMER	1 1
-------	--	------------

Confidential



Selling Equipment



Quote Id: 28433270

Customer: CITY OF WICHITA FALLS

Service Agreements

John Deere Extended Warranty - 5
Year 5000Hr Full Machine Warranty w/
Premium Plus Package

Confidential

YELLOWHOUSE ULTIMATE UPTIME

POWERED BY JOHN DEERE WORKSIGHT™



Please check preferred package below.



BASE PACKAGE

- ◆ 12 MONTH COMPREHENSIVE MACHINE WARRANTY.
- ◆ *CUSTOMIZED EXTENDED WARRANTY PACKAGES AVAILABLE.
- ◆ WAIVE TRAVEL TIME AND MILEAGE FOR FIRST SIX MONTHS WITHIN OUR ASSIGNED AREA OF RESPONSIBILITY OR A 150 MILE RADIUS OF ANY OF OUR LOCATIONS.
- ◆ 36 MONTH JDLINK COVERAGE INCLUDING CUSTOMER VISIBILITY.
- ◆ 36 MONTH SERVICE ADVISOR REMOTE COVERAGE.
- ◆ 12 MONTHS FREE YELLOWHOUSE "YTAC" DIAGNOSTIC CALL CENTER WITH MACHINE SOFTWARE UPDATES.
- ◆ MACHINE ADJUSTED TO YOUR APPLICATION AT PRE-DELIVERY.
- ◆ ACCESS TO PARTS DROP BOX LOCATIONS.
- ◆ FREE ONLINE PARTS ORDERING.
- ◆ OIL AND FILTERS FURNISHED FOR 100 HOURS SERVICE WHERE APPLICABLE. CUSTOMER PERFORMS INTERVAL.
- ◆ FOLLOW-UP CALL AFTER FIRST 250 HOURS OF OPERATION ON MACHINES WITHIN OUR ASSIGNED AREA OF RESPONSIBILITY OR A 150 MILE RADIUS OF ANY OF OUR LOCATIONS.

PREMIUM PACKAGE

- ◆ ALL BASE PACKAGE ITEMS PLUS:
- ◆ TRAVEL TIME AND MILEAGE CHARGES WAIVED TO MATCH EXTENDED WARRANTY PERIOD WITHIN OUR ASSIGNED AREA OF RESPONSIBILITY OR A 150 MILE RADIUS OF ANY OF OUR LOCATIONS.
- ◆ *__ MONTH, __ HOURS POWER-TRAIN AND HYDRAULIC WARRANTY OR CUSTOMIZED PACKAGE TO FIT YOUR NEEDS.
- ◆ 24 MONTHS FREE YELLOWHOUSE "YTAC" DIAGNOSTIC CALL CENTER WITH MACHINE SOFTWARE UPDATES.
- ◆ OIL SAMPLES FURNISHED DURING WARRANTY DURATION.
- ◆ *OPTIONAL PREVENTATIVE MAINTENANCE OIL, FILTERS/ CONSUMABLES FURNISHED DURING WARRANTY PERIOD.
- ◆ YELLOWHOUSE PERFORMS 100 HOUR SERVICE ON REQUIRED MODELS ON MACHINES WITHIN OUR ASSIGNED AREA OF RESPONSIBILITY OR A 150 MILE RADIUS OF ANY OF OUR LOCATIONS.

Items accompanied by asterisks are available with additional charges. Reference P.O. for details.

PREMIUM PLUS PACKAGE

- ◆ ALL BASE AND PREMIUM PACKAGE ITEMS PLUS:
- ◆ *__ MONTH, __ HOURS POWER-TRAIN AND HYDRAULIC WARRANTY OR CUSTOMIZED PACKAGE TO FIT YOUR NEEDS.
- ◆ FREE YELLOWHOUSE "YTAC" DIAGNOSTIC CALL CENTER AND MACHINE SOFTWARE UPDATES FOR WARRANTY DURATION.
- ◆ *PREVENTIVE MAINTENANCE AGREEMENT AVAILABILITY MATCHING EXTENDED WARRANTY TERM.
- ◆ HYDRAULIC HOSE FAILURES COVERED DURING EXTENDED WARRANTY TERM EXCLUDING DAMAGE.
- ◆ WAIVE MACHINE TRANSPORTATION FEE TO AND FROM SHOP FOR WARRANTABLE REPAIRS WITHIN OUR ASSIGNED AREA OF RESPONSIBILITY OR A 150 MILE RADIUS OF ANY OF OUR LOCATIONS.
- ◆ WAIVE PARTS FREIGHT CHARGE FOR MACHINE DOWN ORDERS.
- ◆ WAIVE PREMIUM CHARGES FOR OVERTIME LABOR.
- ◆ MACHINE HEALTH FLUID SAMPLING WITH DATA ANALYZED BY JOHN DEERE PROGNOSTIC ENGINE. RESULTS REVIEWED BY YELLOWHOUSE WORKSIGHT™ TEAM.



PACKAGE SELECTED: _____ SERIAL #: _____

DATE : _____ CUSTOMER SIGNATURE: _____

07/26/2021

CITY COUNCIL AGENDA
June 20, 2023

ITEM/SUBJECT: Resolution to accept the written offers as presented for 7 Trustee parcels and authorizing execution of the Quitclaim Deed to convey title to Samuel Majano, Marvin Baggett, Judy Charley, Henry Soto, and Delfino Maldonado.

INITIATING DEPT: Property Administration

STRATEGIC GOAL: Accelerate Economic Development

STRATEGIC OBJECTIVE: Support Neighborhood Revitalization

COMMENTARY: In accordance with Section 272.001 and 253.008 of the Texas Local Government Code, written offers have been made for the properties located at **606 Waco** which was struck off on 08/06/2019, **2202 8th** which was struck off on 09/03/2019, **1802 Britain** which was struck off on 04/04/2023, **1503 Giddings** which was struck off on 11/07/2017, **2802 Lebanon** which was struck off on 11/05/2019, **1323 N 8th** which was struck off on 10/02/2018, and **1310 35th** which was struck off on 11/05/2019. An agreement for major repairs to 1802 Britain St. has been signed by Samuel Majano allowing 120 days for major repair to the structure.

This item relates to seven (7) trustee properties:

- 606 Waco (struck-off value: \$3,320.47, land market tax appraisal: \$750.00, **written offer: \$500.00**, Struck off Date: 08/06/2019)
- 2202 8th (struck-off value: \$1,880.35, land market tax appraisal: \$6,000.00, **written offer: \$1,255.00**, Struck off Date: 09/03/2019.)
- 1802 Britain (struck-off value: \$23,394.98, tax appraisal: \$66,001.00, **written offer: \$2,500.00**, Struck off Date: 04/04/2023.)
- 1503 Giddings (struck-off value: \$7,895.79, land market tax appraisal: \$3,000.00, **written offer: \$1,500.00**, Struck off Date: 11/07/2017.)
- 2802 Lebanon (struck-off value: \$6,647.28, land market tax appraisal: \$3,500.00, **written offer: \$3,500.00**, Struck off Date: 11/05/2019.)
- 1323 N 8th (struck-off value: \$37,612.60, land market tax appraisal: \$1,700.00, **written offer: \$500.00**, Struck off Date: 10/02/2018.)
- 1310 35th (struck-off value: \$2,837.41, land market tax appraisal: \$1,000.00, **written offer: \$2,000.00**, Struck off Date: April 05, 2022.)

Staff requests the City Council approve the conveyance of the properties above for the offered amounts.

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

- June 05, 2023 County Commissioner's Court approved
- June 19, 2023 WFISD School Board approved

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

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

☒ **Asst. City Manager**

☒ **Property Administrator**

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

☒ **Budget Office Review:**

☒ **City Attorney Review:**

☒ **City Manager Approval**

Resolution No. _____

Resolution to accept the written offers as presented for 7 Trustee parcels and authorizing execution of the Quitclaim Deeds to convey titles to Samuel Majano, Marvin Baggett, Judy Charley, Henry Soto, and Delfino Maldonado

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

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

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

The City Manager is hereby authorized to execute all necessary documents to facilitate the sale of 606 Waco to Samuel Majano in the amount of \$500.00, 2202 8th to Marvin Baggett in the amount of \$1,255.00, 1802 Britain to Samuel Majano in the amount of \$2,500.00, 1503 Giddings to Samuel Majano in the amount of \$1,500.00, 2802 Lebanon to Judy Charley in the amount of \$3,500.00, 1323 N. 8th to Henry Soto in the amount of \$500.00, and 1310 35th to Delfino Maldonado in the amount of \$2,000.00.

PASSED AND APPROVED this the 20th day of June 2023.

MAYOR

ATTEST:

City Clerk

Request to Purchase

606 Waco St. – Lot 11, Block 16, Kemp Addition to the City of Wichita Falls, Wichita County, Texas

Samuel Majano

Written Offer	\$500.00
Judgment Amount	\$3,320.47
Tax Appraisal Value (Land)	\$750.00
Struck off Date	08/06/2019

606 Waco



LOCATION MAP – 606 Waco



Request to Purchase

2202 8th – Lots 11 and 12, Block 10, Floral Heights Addition to the City of Wichita Falls, Wichita County, Texas

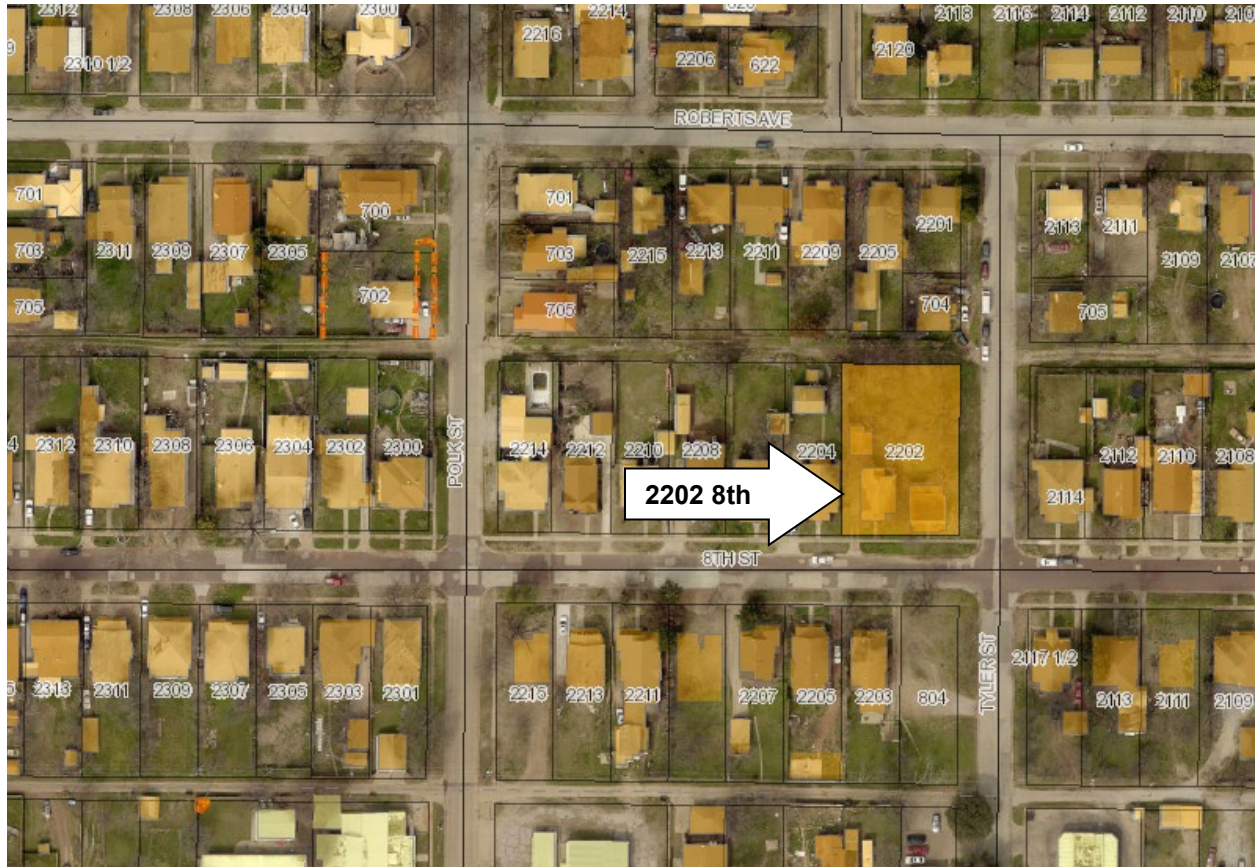
Marvin Baggett

Written Offer	\$1,255.00
Judgment Amount	\$1,880.35
Tax Appraisal Value (Land)	\$6,000.00
Struck off Date	09/03/2019

2202 8th



LOCATION MAP – 2202 8th



Request to Purchase

1802 Britain – Lot 2, Block 1, M.D. Walker Jr. of Block 2, Jackson-Roberts Addition to the City of Wichita Falls, Wichita County, Texas

Samuel Majano

Written Offer	\$2,500.00
Judgment Amount	\$23,394.98
Tax Appraisal Value (Land)	\$66,001.00
Struck off Date	04/04/2023

1802 Britain









AGREEMENT OF UNDERSTANDING

I, Samuel Majano, understand and agree that the final sale of 1802 Britain St. Wichita County, Wichita Falls, TX is contingent upon major repair of the structure located at Lot 2, Block 1, M.D. Walker Jr. of Block 2, Jackson-Roberts Addition to the City of Wichita Falls, Wichita County, Texas AKA 1802 Britain St. It is agreed that the full expense of the major repair is the responsibility of the buyer. It is also agreed that if permits for major repair are not obtained within one-hundred and twenty (120) days of the date of purchase, the City of Wichita Falls will enforce specific action.

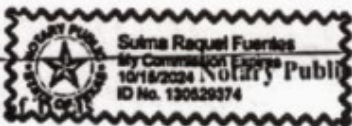
City of Wichita Falls

By Patricia Hoffman
Patricia Hoffman,
Property Administrator

STM Buyer

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Samuel Majano, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
this the 21 day of May, 2023.

State of Texas  Sulma Raquel Fuentes
My Commission Expires 10/18/2024
ID No. 130529374
Notary Public in and for the

Request to Purchase

1503 Giddings – Lot 15, Block 2, Dutton Addition to the City of Wichita Falls, Wichita County, Texas

Samuel Majano

Written Offer	\$1,500.00
Judgment Amount	\$7,895.79
Tax Appraisal Value (Land)	\$3,000.00
Struck off Date	11/07/2017

1503 Giddings



1409 1320 1321 2112 1322 1521 1320

2132 1322 1323 1324

AVENUE E

2129 1500 2117 2117 2115 1500

2133 2131 1504 1502 1503

1503 Giddings

1506 1507 1508 1509 1510 1511 1512 1513 2114 B 1514

AVENUE F

2132 2130 2126 2124 2122 1/2 1512 1513 1515 1516

BRANT ST

1501 1503 1505 1504 1506 1508 1510 1511 1512 1513 1515

HARRISON ST

1601 1600 1601 1602

Request to Purchase

2802 Lebanon – Lot 2, Block 19, Fairview Addition to the City of Wichita Falls, Wichita County, Texas

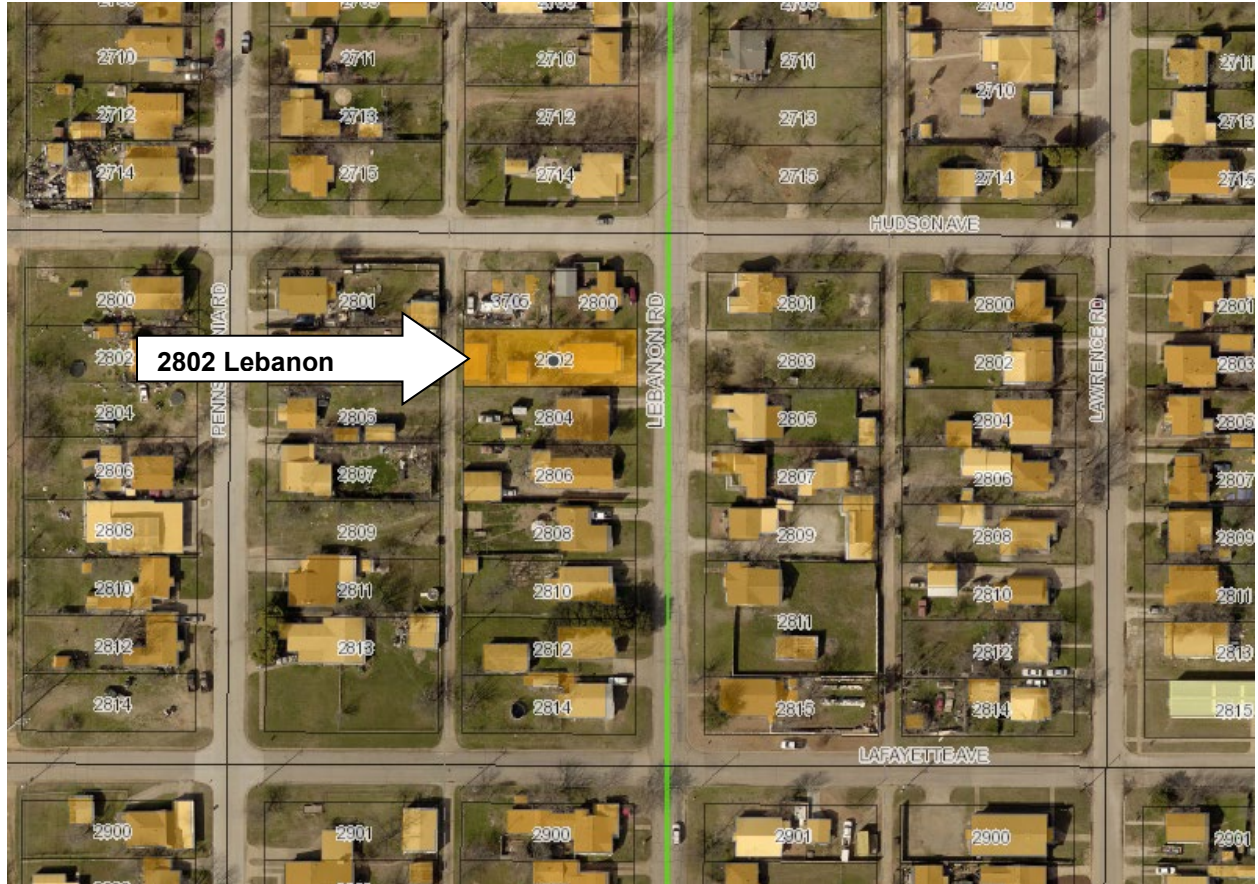
Judy Charley

Written Offer	\$3,500.00
Judgment Amount	\$6,647.28
Tax Appraisal Value (Land)	\$3,500.00
Struck off Date	11/05/2019

2802 Lebanon



LOCATION MAP – 2802 Lebanon



Request to Purchase

1323 N 8th – Lot 12, Block 15, Scotland Addition to the City of Wichita Falls, Wichita County, Texas

Henry Soto

Written Offer	\$500.00
Judgment Amount	\$37,612.60
Tax Appraisal Value (Land)	\$1,700.00
Struck off Date	10/02/2018

1323 N 8th



LOCATION MAP – 1323 N 8th



Request to Purchase

1310 35th – Lot 2, Block 14, Hillcrest Addition to the City of Wichita Falls, Wichita County, Texas

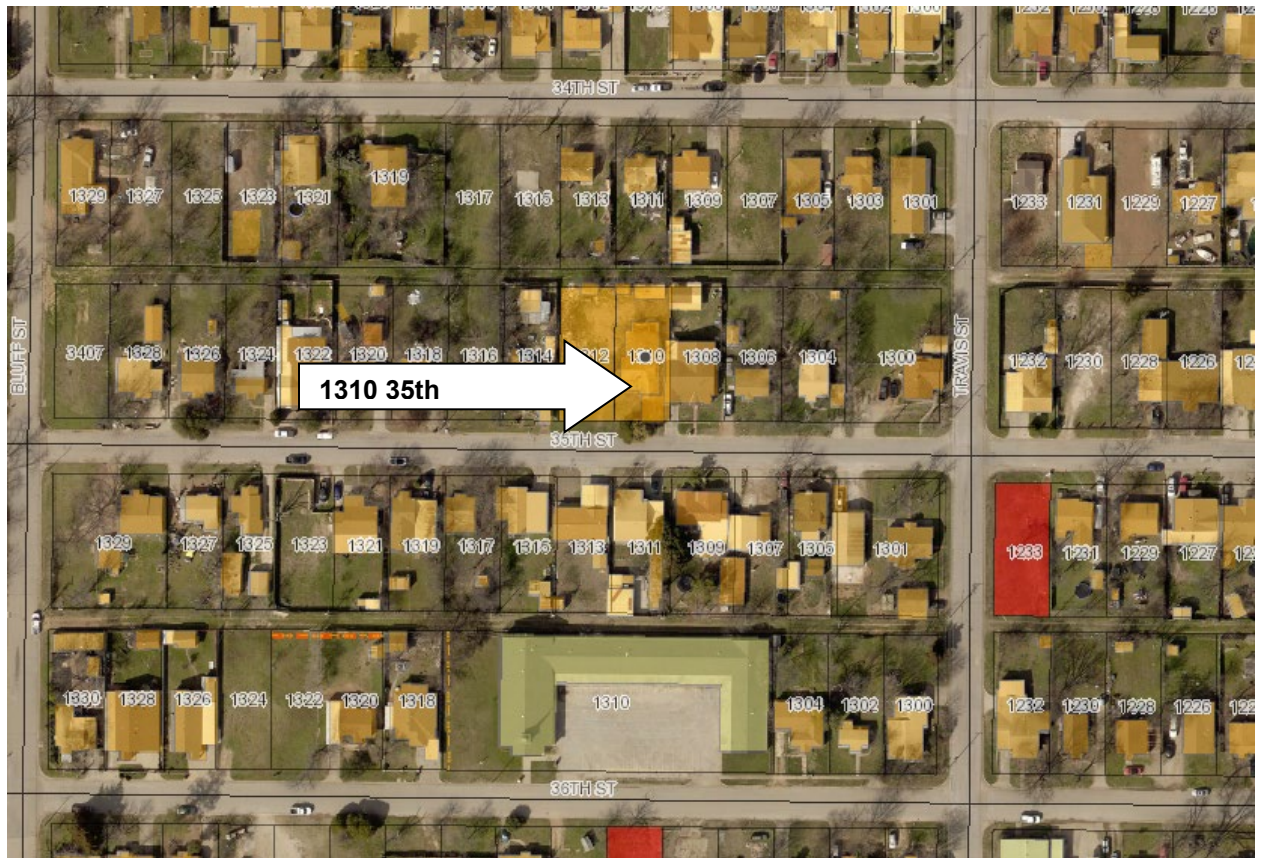
Delfino Maldonado

Written Offer	\$2,000.00
Judgment Amount	\$2,837.41
Tax Appraisal Value (Land)	\$1,000.00
Struck off Date	04/05/2022

1310 35th



LOCATION MAP – 1310 35th



CITY COUNCIL AGENDA
June 20, 2023

ITEM/SUBJECT: Resolution re-appointing Troy Farris, Ed.D. to the Wichita County-City of Wichita Falls Hospital Board.

INITIATING DEPT: City Clerk

STRATEGIC GOAL: Actively Engage & Inform the Public

STRATEGIC OBJECTIVE: Enhance public outreach and engagement.

COMMENTARY: Troy Farris has served on the Wichita County-City of Wichita Falls Hospital Board since 2015 and is eligible for and desires re-appointment with a term to expire on July 1, 2025.

Additional current applicants are: Sidney Gills and Shammann Smith.

**Appointments to this board may be discussed in executive session.

☒ **City Clerk**

ASSOCIATED INFORMATION: Letter from United Regional, Current Board Roster, and Resolution.

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**



May 2, 2023

The Honorable Stephen Santellana
Mayor, City of Wichita Falls
P.O. Box 1431
Wichita Falls, TX 76307

Dear Mayor Santellana:

I am writing to remind you that the current two-year term of the following City of Wichita Falls appointee to the Wichita County – City of Wichita Falls, Texas Hospital Board expires on July 1, 2023:

Troy Farris, Ed.D

Dr. Farris is concluding his fourth term and may be reappointed; alternatively, a new appointment may be made.

Should you have any questions or comments, please contact me. Otherwise, I look forward to hearing from you regarding this appointment.

Sincerely,

Phyllis Cowling
President and
Chief Executive Officer

cc: Troy Farris, Ed.D
Tim Cornelius, Chairman of the Wichita County – City of Wichita Falls, Texas Hospital Board

WC CWF HOSPITAL BOARD

<i>PLACE</i>	<i>NAME</i>	<i>APPOINTED</i>	<i>EXPIRATION</i>	<i>QUALIFICATIONS</i>	<i>DISTRICT</i>
1	Troy Farris	07/07/2015 07/05/2017 06/18/2019 06/15/2021	07/01/2023	CWF	2
2	Darron Leiker	06/21/2018 06/16/2020 06/21/2022	07/01/2024	CWF	4
3	Holly Allsup Lane	06/19/2018 06/16/2020 06/21/2022	07/01/2024	CWF	3
4	Jeff Watts	06/15/2020 05/23/2022	07/01/2024	Wichita County	
5	Rita Vokes	07/01/2017 06/17/2019 05/10/2021 06/05/2023	07/01/2025	Wichita County	
6	Jim Johnson	06/05/2023	07/01/2025	Wichita County	
7	Tim Cornelius	06/18/2018 06/15/2020 06/15/2022	07/01/2024	Wichita County	

Current applicants: Sydney Gills and Shammann Smith

Resolution No. _____

**Resolution of the City Council of the City of Wichita Falls, Texas,
appointing/reappointing directors to the Wichita County/City of
Wichita Falls, Texas, Hospital Board; and designating term of office**

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

Troy Farris, Ed.D. is hereby reappointed for a two-year term to Place 1 on the
Wichita County/City of Wichita Falls Hospital Board with term to expire July 1, 2025.

PASSED AND APPROVED this the 20th day of June 2023.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
June 20, 2023

ITEM/SUBJECT: Resolution authorizing the City Manager to execute all documents necessary to purchase 144 computer workstations from Unique Digital Technology, LLC in the amount of \$121,979.52.

INITIATING DEPT: Information Technologies & Facilities

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The current year FY 2023 Budget includes approximately \$115,000 to replace 144 computer workstations across the organization. The low bid received (see below) is about \$6,800 more than what was budgeted due to computer component cost increases. The IT budget has additional funds available due to cost savings with other purchases. The new Dell workstations will be put into service over the next year. The workstations that we are replacing have been in service for 5 years or longer and are no longer supported by the manufacturer. The Information Technology Staff solicited proposals from vendors on the State Department of Information Resources (DIR) list for the purchase of this equipment. Responses were received from 3 different DIR Vendors:

<u>Company</u>	<u>Price</u>
CDWG (HP)	\$154,775.52
Global Asset (Dell)	\$155,334.24
UniqueDigital (Dell)	\$121,979.52

It is recommended that the City Council authorize the City Manager to sign all documents necessary to purchase 144 Dell computer workstations from UniqueDigital in the amount of \$121,979.52.

☒ Assistant City Manager

ASSOCIATED INFORMATION: Resolution

☒ Budget Office Review

☒ City Attorney Review

☒ City Manager Approval

Resolution No. _____

Resolution authorizing the City Manager to execute all documents necessary to purchase 144 Dell computer workstations from Unique Digital Technology, LLC in the amount of \$121,979.52

WHEREAS, the City's 2022-23 budget includes funds to replace 144 computer workstations that are in excess of 5 years old or older and are no longer supported by the manufacturer; and,

WHEREAS, Bids were received from various State DIR Vendors for the purchase of these computers.

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

The City Manager is authorized to execute all documents necessary to purchase 144 computer workstations from Unique Digital Technology, LLC in the amount of approximately \$121,979.52.

PASSED AND APPROVED this the 20th day of June 2023.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
June 20, 2023

ITEM/SUBJECT: Resolution authorizing the City Manager to Approve Change Order No. 1 & Final for the 2022 Sewer Budget Utility Improvement Project - Phase 2 in the amount of \$99,050.00.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Provide Quality Infrastructure

STRATEGIC OBJECTIVES: n/a

COMMENTARY: On August 2, 2022, bids were opened for the 2022 Sewer Budget Utility Improvement Project - Phase 2. This project is generally described as the replacement of selected sanitary sewer lines and manholes and associated work. The project removed and replaced deteriorated 8" & 18" vitrified clay pipes that had begun to fail and cause blockages in the collection system as well as the manholes.

During the course of construction, a manhole that was outside the project scope and was used for the bypass system was found to be in very poor shape with deteriorated concrete walls and exposed reinforcement as a result of the hydrogen sulfide gases. Also due to a conflict with the 48" raw water line supplying our Jasper Water Treatment Plant, a re-route of the new sewer line was required. This re-route required the installation of additional manholes. All of this additional work resulted in an increase to the contract in the amount of \$99,050.00

The contractor has completed the required work and final quantities have been calculated. This Change Order will balance the final quantities and allow staff to close out the project.

Staff recommends the approval of Change Order No. 1 & Final. Funds for this work will come from the 2023/24 capital sewer main replacement budget.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution, Change Order No. 1 & Final

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to Approve Change Order No. 1 & Final for the 2022 Sewer Budget Utility Improvement Project - Phase 2 in the amount of \$99,050.00

WHEREAS, the City of Wichita Falls entered a unit price contract with Bowles Construction Co. with the estimated total cost of \$1,192,530.00; and

WHEREAS, Change Order No. 1 & Final will increase the contract by \$99,050.00 for a final contract amount of \$1,291,580.00.

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

The City Manager is authorized to execute Change Order No. 1 & Final for the 2022 Sewer Budget Utility Improvement Project - Phase 2 in the amount of \$99,050.00.

PASSED AND APPROVED this the 20th day of June 2023.

MAYOR



ATTEST:

City Clerk

CITY OF WICHITA FALLS, TEXAS CONTRACT CHANGE ORDER FORM		CHANGE ORDER NO.: DATE: AMOUNT OF CHANGE:		1 & FINAL 5/31/2023 \$ 99,050.00
PROJECT/CONTRACT: 2022 Sewer Budget Utility Improvement Project Phase 2, CWF22-550-10				
TO: Bowles Construction Co., this Change Order, after approval by the Owner, will be your (Contractor) authority to make the following changes in the work under your contract.				
Description of Changes	Decrease in Contract	Increase in Contract	Total Change in Contract	
This change order will modify plan quantities to final in-place quantities.				
107-TS, Trench Safety System	\$ -	\$ 500.00	\$ 500.00	
Increased 50 LF at \$10.00 per LF for a final total of 2511 LF				
Item 203.3-RP, Remove Existing Pavement	\$ 200.00	\$ -	\$ (200.00)	
Decreased 10 SY at \$20.00 per SY for a final total of 493 SY				
Item 305.1-CG, Install 6" Curb & Gutter	\$ -	\$ 870.00	\$ 870.00	
Increased 29 LF at \$30.00 per LF for a final total of 77 LF.				
Item 305.2-SW, Install 4" Reinforced Concrete Sidewalk	\$ 30.00	\$ -	\$ (30.00)	
Decreased 0.5 SY at \$60.00 per SY for a final total of 326.5 SY.				
Item 402-PR, Pavement Repair	\$ -	\$ 10,650.00	\$ 10,650.00	
Increased 71 SY at \$150.00 per SY for a final total of 187 SY.				
Item 501.17-18, Install 18" PS 115 PVC Sanitary Sewer Pipe	\$ -	\$ 3,600.00	\$ 3,600.00	
Increased 12 LF at \$300.00 per LF for a final total of 497 LF.				
Item 501.17-24, Install 24" PS 115 PVC Sanitary Sewer Pipe	\$ -	\$ 13,300.00	\$ 13,300.00	
Increased 38 LF at \$350.00 per LF for a final total of 1932 LF.				
Item 502.1-A, Abandon Sanitary Sewer Manhole	\$ -	\$ 2,000.00	\$ 2,000.00	
Increased 1 EA at \$2000.00 per EA for a final total of 3 EA.				
Item 502.1-N, Install New 4" Dia Sanitary Sewer Manhole	\$ -	\$ 18,000.00	\$ 18,000.00	
Increased 2 EA at \$9000.00 per EA for a final total of 4 EA.				
Item 502.1-RR, Rem & Rep 4" Dia Sanitary Sewer Manhole	\$ -	\$ 16,000.00	\$ 16,000.00	
Increased 2 EA at \$8000.00 per EA for a final total of 6 EA.				
Item 502.1-RRE, Rem & Rep 4" Dia Sanitary Sewer Manhole w/ External Drop	\$ 9,000.00	\$ -	\$ (9,000.00)	
Decreased 1 EA at \$9000.00 per EA for a final total of 0 EA.				
Item 502.9-WC, Warren Manhole Coating	\$ -	\$ 40,860.00	\$ 40,860.00	
Increased 681 SF at \$60.00 per SF for a final total of 1281 SF.				
Item 506.8-CP, Cut & Plug Sewer Line	\$ -	\$ 2,500.00	\$ 2,500.00	
Increased 1 EA LF at \$2500.00 per EA for a final total of 3 EA.				
TOTAL	\$ 9,230.00	\$ 108,280.00	\$ 99,050.00	

AMOUNT OF ORIGINAL CONTRACT:	\$ 1,192,530.00
TOTAL AMOUNT OF THIS CHANGE ORDER:	\$ 99,050.00
TOTAL AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ -
CONTRACT AMOUNT TO DATE:	\$ 1,291,580.00

The completion time under your contract will be extended by zero (0) days because of this change order making the revised completion date July 6, 2023.

Accepted By Contractor:	Recommended By Arch/Eng: (if applicable)	Approved By Owner:
By: <u></u> Andrew W. Bowles	By: <u></u>	By: _____
Title: <u>Vice President</u>	Title: <u>City Engineer</u>	Title: <u>City Manager</u>
Date: <u>6/1/23</u>	Date: <u>6-1-23</u>	Date: _____

CITY COUNCIL AGENDA
June 20, 2023

ITEM/SUBJECT: Resolution authorizing the City Manager to award bid and contract for the Quail Creek Drainage Improvements to Scales Concrete Construction Co., Inc. in the amount of \$6,971,470.00.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Provide Quality Infrastructure

STRATEGIC OBJECTIVE: Complete Signature Public Improvements Projects

COMMENTARY: On May 23, 2023, bids were opened for the Quail Creek Drainage Improvements. This project is generally described as concrete lined flood control channels and structures consisting of concrete pavement, concrete retaining walls, concrete block walls, excavation, and other various appurtenances, and associated work.

The purpose of the project is to reduce flooding of public infrastructure and private property from Sikes Lake upstream to the Kemp Blvd area. Phase I generally consists of widening and concrete lining of three existing drainage ways: Quail Creek, North Quail Creek and Gladney Channel. The bids received for this project, which include the Base Bid (Quail Creek) plus Additive Alternates A (North Quail Creek) & B (Gladney Channel) are as follows:

<u>COMPANY</u>	<u>AMOUNT</u>
Scales Construction – Wichita Falls, TX	\$6,971,470.00
Earth Builders, LP – Decatur, TX	\$9,817,563.00
MH Civil Constructors, Inc. – Amarillo, TX	\$14,570,495.00

Construction of this project should require approximately 730 consecutive days to complete. The current FY 2023 stormwater fund/budget includes \$7M allocated for this project.

Scales Construction Company is a local contractor and has performed extensive concrete work for the City in the past. Therefore, staff recommends award of the contract to Scales Construction Company in the amount of \$6,971,470.00, which includes the Base Bid and Additive Alternates A & B based on unit price quantities.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution, Bid Tab, Location Map

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

**Resolution authorizing the City Manager to award bid and contract
for the Quail Creek Drainage Improvements to Scales Concrete
Construction Co, Inc. in the amount of \$6,971,470.00**

WHEREAS, the City of Wichita Falls has advertised for bids for the Quail Creek Drainage Improvements; and,

WHEREAS, it is found that the lowest responsible bidder is Scales Construction Company who made a unit price bid with an estimated total of \$6,971,470.00.

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

The unit price bid for the Quail Creek Drainage Improvements is awarded to Scales Construction Company, in an estimated total amount of \$6,971,470.00, and the City Manager is authorized to execute a contract for the City with Scales Concrete Construction Co., Inc. for the construction of such project.

PASSED AND APPROVED this the 20th day of June 2023.

MAYOR

ATTEST:

City Clerk



BIGGS & MATHEWS INC.
Consulting Engineers

June 5, 2023

Russell Schreiber, Director of Public Works
City of Wichita Falls
P.O. Box 1431
Wichita Falls, TX 76301

RE: Quail Creek Drainage Improvements

Mr. Schreiber,

On May 23, 2023 competitive bids were received for the Quail Creek Drainage Improvements Project, a project to reduce flooding of public infrastructure and private property upstream of Sikes Lake to Kemp Blvd. The project's contract documents included: a base bid, alternate A (set of items), and alternate B (set of items). The base bid items addressed channel improvements to the Quail Creek portion of the project from Midwestern Pkwy. upstream to Maplewood Ave., while alternates A and B included improvements to North Quail Creek and Gladney Channel, respectively.

Three bidders submitted sealed bid proposals for the project, which are summarized herein. A detailed list of bids received for each item is available in the attached Bid Tabulation: Quail Creek Drainage Improvements sheet.

Bid Summary: Quail Creek Drainage Improvements

Bidder	Base	Alternate A	Alternate B	Total
Scales Concrete Construction, Inc.	\$ 4,730,185	\$ 1,745,500	\$ 495,785	\$ 6,971,470
Earth Builders, L.P.	\$ 7,020,051	\$ 2,140,451	\$ 657,061	\$ 9,817,563
MH Civil Constructors, Inc.	\$ 8,424,650	\$ 4,460,550	\$ 1,685,295	\$ 14,570,495

After a review and acceptance from the City's Legal Department, Biggs and Mathews, Inc. recommends the combination of the base bid, alternative A, and alternative B of the project be awarded to Scales Concrete Construction, Inc. for a total contract amount of \$6,971,470.

Regards,
Biggs & Mathews, Inc.


Tyson Traw, P.E.

Page 1 of 1

TEXAS REGISTERED ENGINEERING FIRM F-834
2500 BROOK AVENUE · WICHITA FALLS, TEXAS 76301-6105 · (940) 766-0156 · FAX: (940) 766-3383

Bid Tabulation: Quail Creek Drainage

Base Bid - Quail Creek

Scales Conc. Const., Inc.

Earth Builders, L.P.

MH Civil Constructors, Inc.

Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Insurance, and Bonding	1	LS	\$ 180,000.00	\$ 180,000.00	\$ 350,000.00	\$ 350,000.00	\$ 400,000.00	\$ 400,000.00
2	Demolition & Site Preparation	1	LS	\$ 90,000.00	\$ 90,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00
3	Dewatering	17.35	STA	\$ 1,000.00	\$ 17,350.00	\$ 3,000.00	\$ 52,050.00	\$ 24,000.00	\$ 416,400.00
4	Asphalt Street Repair	50	SY	\$ 70.00	\$ 3,500.00	\$ 150.00	\$ 7,500.00	\$ 500.00	\$ 25,000.00
5	Protection of Existing Structures and Utilities	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00	\$ 75,000.00	\$ 75,000.00
6	Unclassified Channel Excavation	14,750	CY	\$ 25.00	\$ 368,750.00	\$ 40.00	\$ 590,000.00	\$ 65.00	\$ 958,750.00
7	Compacted Channel Fill	1,950	CY	\$ 25.00	\$ 48,750.00	\$ 40.00	\$ 78,000.00	\$ 65.00	\$ 126,750.00
8	Midwestern Pkwy. Culvert Extension	1	LS	\$ 34,100.00	\$ 34,100.00	\$ 150,000.00	\$ 150,000.00	\$ 170,000.00	\$ 170,000.00
9	Concrete Pavement (8" thick)	10,750	SY	\$ 148.00	\$ 1,591,000.00	\$ 150.00	\$ 1,612,500.00	\$ 200.00	\$ 2,150,000.00
10	Concrete Pavement (6" thick)	225	SY	\$ 130.00	\$ 29,250.00	\$ 120.00	\$ 27,000.00	\$ 160.00	\$ 36,000.00
11	Concrete Pavement (4" thick)	1,350	SY	\$ 110.00	\$ 148,500.00	\$ 90.00	\$ 121,500.00	\$ 150.00	\$ 202,500.00
12	Concrete Retaining Wall	2,750	SF	\$ 69.00	\$ 189,750.00	\$ 100.00	\$ 275,000.00	\$ 320.00	\$ 880,000.00
13	Concrete Block Retaining Wall	20,900	SF	\$ 45.75	\$ 956,175.00	\$ 85.00	\$ 1,776,500.00	\$ 30.00	\$ 627,000.00
14	Finished Grade Backfill	6,700	SY	\$ 2.00	\$ 13,400.00	\$ 20.00	\$ 134,000.00	\$ 9.00	\$ 60,300.00
15	Geotextile Filter Fabric	15,000	SY	\$ 2.25	\$ 33,750.00	\$ 3.00	\$ 45,000.00	\$ 8.00	\$ 120,000.00
16	Underdrain Pipe (4" dia.)	4,000	LF	\$ 17.00	\$ 68,000.00	\$ 15.00	\$ 60,000.00	\$ 40.00	\$ 160,000.00
17	Weep Holes	300	EA	\$ 375.00	\$ 112,500.00	\$ 750.00	\$ 225,000.00	\$ 900.00	\$ 270,000.00
18	Type A Filter Material	6,000	CY	\$ 75.00	\$ 450,000.00	\$ 100.00	\$ 600,000.00	\$ 130.00	\$ 780,000.00
19	Type B Filter Material	500	CY	\$ 75.00	\$ 37,500.00	\$ 120.00	\$ 60,000.00	\$ 130.00	\$ 65,000.00
20	Lateral Storm Drain #2	1	LS	\$ 1,800.00	\$ 1,800.00	\$ 4,000.00	\$ 4,000.00	\$ 100.00	\$ 100.00
21	Lateral Storm Drain #3	1	LS	\$ 1,300.00	\$ 1,300.00	\$ 4,000.00	\$ 4,000.00	\$ 100.00	\$ 100.00
22	Lateral Storm Drain #13	1	LS	\$ 20,250.00	\$ 20,250.00	\$ 21,000.00	\$ 21,000.00	\$ 15,000.00	\$ 15,000.00
23	Lateral Storm Drain #16	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
24	Lateral Storm Drain #17	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 16,000.00	\$ 16,000.00	\$ 15,000.00	\$ 15,000.00
25	Lateral Storm Drain #18	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 100.00	\$ 100.00
26	Lateral Storm Drain (6" - 2" Diameter)	3	EA	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00
27	Sewer Manhole (4' dia.)	2	EA	\$ 6,300.00	\$ 12,600.00	\$ 6,500.00	\$ 13,000.00	\$ 10,000.00	\$ 20,000.00
28	Sewer Line (6" dia.)	430	LF	\$ 159.00	\$ 68,370.00	\$ 130.00	\$ 55,900.00	\$ 200.00	\$ 86,000.00
29	Sewer Line (8" dia.)	310	LF	\$ 159.00	\$ 49,290.00	\$ 140.00	\$ 43,400.00	\$ 210.00	\$ 65,100.00
30	Sewer Cleanout	1	EA	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
31	Rock Rip Rap (24" thick)	100	CY	\$ 130.00	\$ 13,000.00	\$ 150.00	\$ 15,000.00	\$ 250.00	\$ 25,000.00
32	Stormwater Pollution Prevention	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00	\$ 15,000.00	\$ 15,000.00
33	Erosion Control Blanket	6,700	SY	\$ 3.25	\$ 21,775.00	\$ 3.00	\$ 20,100.00	\$ 4.00	\$ 26,800.00
34	Hydromulch Seeding, Fertilizing, and Watering	6,700	SY	\$ 3.75	\$ 25,125.00	\$ 3.00	\$ 20,100.00	\$ 3.00	\$ 20,100.00
35	Rock Filter Dam	450	LF	\$ 50.00	\$ 22,500.00	\$ 50.00	\$ 22,500.00	\$ 45.00	\$ 20,250.00
36	Maintenance Ramp Gate	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 1,800.00	\$ 1,800.00	\$ 10,000.00	\$ 10,000.00
37	Removable Bollard	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,200.00	\$ 2,400.00	\$ 3,000.00	\$ 6,000.00
38	Pedestrian Railing	58	LF	\$ 350.00	\$ 20,300.00	\$ 350.00	\$ 20,300.00	\$ 300.00	\$ 17,400.00
39	Traffic Control Plan, Devices, and Structures	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00
40	Trench Safety Plan, Devices, and Structures	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1.00	\$ 1.00	\$ 25,000.00	\$ 25,000.00
Base Bid - Subtotal				\$ 4,730,185.00		\$ 7,020,051.00		\$ 8,424,650.00	

Biggs Mathews, Inc (F-834)
2500 Brook Ave.
Wichita Falls, TX 76306

2019-027

1 of 3
May 23, 2023

Additive Alternate Bid A - North Quail Creek
Scales Conc. Const., Inc.
Earth Builders, L.P.
MH Civil Constructors, Inc.

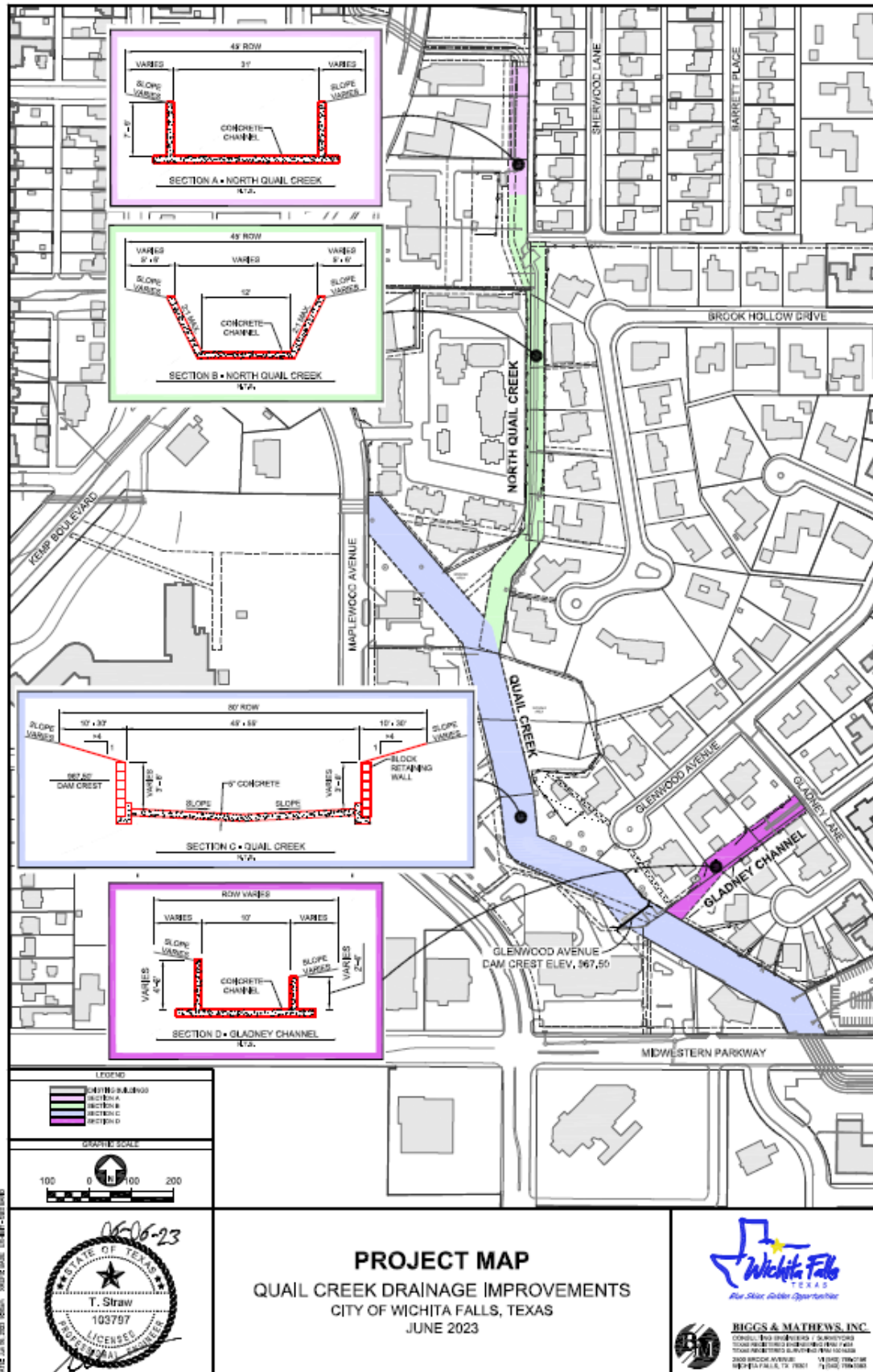
Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1-A	Mobilization, Insurance, and Bonding	1	LS	\$ 51,000.00	\$ 51,000.00	\$ 10,000.00	\$ 10,000.00	\$ 200,000.00	\$ 200,000.00
2-A	Demolition & Site Preparation	1	LS	\$ 62,500.00	\$ 62,500.00	\$ 110,000.00	\$ 110,000.00	\$ 300,000.00	\$ 300,000.00
3-A	Dewatering	12.5	STA	\$ 1,000.00	\$ 12,500.00	\$ 3,000.00	\$ 37,500.00	\$ 24,000.00	\$ 300,000.00
4-A	Asphalt Street Repair	40	SY	\$ 60.00	\$ 2,400.00	\$ 150.00	\$ 6,000.00	\$ 500.00	\$ 20,000.00
5-A	Protection of Existing Structures and Utilities	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 60,000.00	\$ 60,000.00
6-A	Unclassified Channel Excavation	6,100	CY	\$ 25.00	\$ 152,500.00	\$ 40.00	\$ 244,000.00	\$ 65.00	\$ 396,500.00
7-A	Compacted Channel Fill	50	CY	\$ 25.00	\$ 1,250.00	\$ 40.00	\$ 2,000.00	\$ 65.00	\$ 3,250.00
8-A	Concrete Pavement (8" thick)	2,800	SY	\$ 155.00	\$ 434,000.00	\$ 150.00	\$ 420,000.00	\$ 200.00	\$ 560,000.00
9-A	Concrete Pavement (6" thick)	2,700	SY	\$ 130.00	\$ 351,000.00	\$ 120.00	\$ 324,000.00	\$ 160.00	\$ 432,000.00
10-A	Concrete Pavement (4" thick)	160	SY	\$ 110.00	\$ 17,600.00	\$ 90.00	\$ 14,400.00	\$ 150.00	\$ 24,000.00
11-A	Concrete Retaining Wall	4,800	SF	\$ 69.00	\$ 331,200.00	\$ 100.00	\$ 480,000.00	\$ 320.00	\$ 1,536,000.00
12-A	Finished Grade Backfill	2,800	SY	\$ 2.00	\$ 5,600.00	\$ 20.00	\$ 56,000.00	\$ 9.00	\$ 25,200.00
13-A	Geotextile Filter Fabric	5,000	SY	\$ 2.25	\$ 11,250.00	\$ 3.00	\$ 15,000.00	\$ 8.00	\$ 40,000.00
14-A	Underdrain Pipe (4" dia.)	2,700	LF	\$ 17.00	\$ 45,900.00	\$ 15.00	\$ 40,500.00	\$ 40.00	\$ 108,000.00
15-A	Weep Holes	135	EA	\$ 375.00	\$ 50,625.00	\$ 750.00	\$ 101,250.00	\$ 900.00	\$ 121,500.00
16-A	Type A Filter Material	1,775	CY	\$ 75.00	\$ 133,125.00	\$ 100.00	\$ 177,500.00	\$ 130.00	\$ 230,750.00
17-A	Type B Filter Material	260	CY	\$ 75.00	\$ 19,500.00	\$ 120.00	\$ 31,200.00	\$ 130.00	\$ 33,800.00
18-A	Lateral Storm Drain #19	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 100.00	\$ 100.00
19-A	Lateral Storm Drain #23	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 100.00	\$ 100.00
20-A	Lateral Storm Drain (6" - 2" Diameter)	3	EA	\$ 400.00	\$ 1,200.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00
21-A	Stormwater Pollution Prevention	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 7,500.00	\$ 7,500.00
22-A	Erosion Control Blanket	2,800	SY	\$ 3.25	\$ 9,100.00	\$ 3.00	\$ 8,400.00	\$ 4.00	\$ 11,200.00
23-A	Hydromulch Seeding, Fertilizing, and Watering	2,800	SY	\$ 3.75	\$ 10,500.00	\$ 3.00	\$ 8,400.00	\$ 3.00	\$ 8,400.00
24-A	Rock Filter Dam	50	LF	\$ 55.00	\$ 2,750.00	\$ 50.00	\$ 2,500.00	\$ 45.00	\$ 2,250.00
25-A	Maintenance Ramp Gate	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 1,800.00	\$ 1,800.00	\$ 10,000.00	\$ 10,000.00
26-A	Traffic Control Plan, Devices, and Structures	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00	\$ 12,000.00
27-A	Trench Safety Plan, Devices, and Structures	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1.00	\$ 1.00	\$ 15,000.00	\$ 15,000.00
Additive Alternate Bid A - Subtotal				\$ 1,745,500.00		\$ 2,140,451.00		\$ 4,460,550.00	

Additive Alternate Bid B - Gladney Channel
Scales Conc. Const., Inc.
Earth Builders, L.P.
MH Civil Constructors, Inc.

Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1-B	Mobilization, Insurance, and Bonding	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 10,000.00	\$ 10,000.00	\$ 75,000.00	\$ 75,000.00
2-B	Demolition & Site Preparation	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00	\$ 100,000.00	\$ 100,000.00
3-B	Dewatering	3.74	STA	\$ 1,000.00	\$ 3,740.00	\$ 2,500.00	\$ 9,350.00	\$ 24,000.00	\$ 89,760.00
4-B	Asphalt Street Repair	15	SY	\$ 60.00	\$ 900.00	\$ 150.00	\$ 2,250.00	\$ 500.00	\$ 7,500.00
5-B	Protection of Existing Structures and Utilities	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 45,000.00	\$ 45,000.00
6-B	Unclassified Channel Excavation	425	CY	\$ 25.00	\$ 10,625.00	\$ 40.00	\$ 17,000.00	\$ 65.00	\$ 27,625.00
7-B	Compacted Channel Fill	200	CY	\$ 25.00	\$ 5,000.00	\$ 40.00	\$ 8,000.00	\$ 65.00	\$ 13,000.00
8-B	Concrete Pavement (8" thick)	610	SY	\$ 160.00	\$ 97,600.00	\$ 150.00	\$ 91,500.00	\$ 200.00	\$ 122,000.00
9-B	Concrete Pavement (6" thick)	10	SY	\$ 130.00	\$ 1,300.00	\$ 120.00	\$ 1,200.00	\$ 160.00	\$ 1,600.00
10-B	Concrete Pavement (4" thick)	185	SY	\$ 110.00	\$ 20,350.00	\$ 90.00	\$ 16,650.00	\$ 150.00	\$ 27,750.00
11-B	Concrete Retaining Wall	3,000	SF	\$ 69.00	\$ 207,000.00	\$ 100.00	\$ 300,000.00	\$ 320.00	\$ 960,000.00
12-B	Finished Grade Backfill	1,585	SY	\$ 2.00	\$ 3,170.00	\$ 20.00	\$ 31,700.00	\$ 9.00	\$ 14,265.00
13-B	Geotextile Filter Fabric	1,400	SY	\$ 2.25	\$ 3,150.00	\$ 3.00	\$ 4,200.00	\$ 8.00	\$ 11,200.00
14-B	Underdrain Pipe (4" dia.)	790	LF	\$ 17.00	\$ 13,430.00	\$ 15.00	\$ 11,850.00	\$ 40.00	\$ 31,600.00
15-B	Weep Holes	25	EA	\$ 375.00	\$ 9,375.00	\$ 750.00	\$ 18,750.00	\$ 900.00	\$ 22,500.00
16-B	Type A Filter Material	410	CY	\$ 75.00	\$ 30,750.00	\$ 100.00	\$ 41,000.00	\$ 130.00	\$ 53,300.00
17-B	Lateral Storm Drain #27	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
18-B	Lateral Storm Drain (6" - 2" Diameter)	2	EA	\$ 400.00	\$ 800.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
19-B	Curb Inlet (10')	1	EA	\$ 8,500.00	\$ 8,500.00	\$ 6,500.00	\$ 6,500.00	\$ 25,000.00	\$ 25,000.00
20-B	Stormwater Pollution Prevention	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00
21-B	Erosion Control Blanket	1,585	SY	\$ 3.25	\$ 5,151.25	\$ 3.00	\$ 4,755.00	\$ 4.00	\$ 6,340.00
22-B	Hydromulch Seeding, Fertilizing, and Watering	1,585	SY	\$ 3.75	\$ 5,943.75	\$ 3.00	\$ 4,755.00	\$ 3.00	\$ 4,755.00
23-B	Rock Filter Dam	20	LF	\$ 55.00	\$ 1,100.00	\$ 50.00	\$ 1,000.00	\$ 45.00	\$ 900.00
24-B	Pedestrian Railing	14	LF	\$ 350.00	\$ 4,900.00	\$ 400.00	\$ 5,600.00	\$ 300.00	\$ 4,200.00
25-B	Traffic Control Plan, Devices, and Structures	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00	\$ 10,000.00
26-B	Trench Safety Plan, Devices, and Structures	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1.00	\$ 1.00	\$ 10,000.00	\$ 10,000.00

Additive Alternate Bid B - Subtotal
\$ 495,785.00
\$ 657,061.00
\$ 1,685,295.00
Summary - Quail Creek Drainage Improvements
Scales Conc. Const., Inc.
Earth Builders, L.P.
MH Civil Constructors, Inc.

Base Bid - Quail Creek	\$ 4,730,185.00	\$ 7,020,051.00	\$ 8,424,650.00
Additive Alternate Bid A - North Quail Creek	\$ 1,745,500.00	\$ 2,140,451.00	\$ 4,460,550.00
Additive Alternate Bid B - Gladney Channel	\$ 495,785.00	\$ 657,061.00	\$ 1,685,295.00
Total	\$ 6,971,470.00	\$ 9,817,563.00	\$ 14,570,495.00



CITY COUNCIL AGENDA
June 20, 2023

ITEM/SUBJECT: Resolution approving an agreement under the Meet and Confer process to allow for the creation of a non-civil service classification of temporary, part-time Reserve Police Officers; and to allow for the hiring of temporary, part-time Reserve Police Officers to assist in non-patrol sections of the Police Department to perform duties where there are insufficient numbers of regular, full-time Police Officers to fulfill the required duties.

INITIATING DEPT: Police

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The Wichita Falls Police Department wishes to augment staffing with temporary, part-time Reserve Police Officers to assist in those areas where there are insufficient numbers of regular, full-time police officers to fulfill the necessary tasks. For example, currently, the Police Department is down approximately 20 officers. There are no officers available to work the ever-growing caseload in the misdemeanor section. Reserve Officers, who will be selected from WFPD retirees, will assist in working those cases. Reserve Officers may work in other areas, except patrol, to assist in fulfilling required tasks where there are no regular, full-time Police Officers available. Reserve Officers will work on a temporary basis, as needed and will be employed part-time. Reserve Officers will not be civil service employees and will not fill any positions where a regular, full-time Police Officer is qualified and available.

Staff recommends approval of the resolution.

☒ **Police Chief**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution approving an agreement under the Meet and Confer process to allow for the creation of a non-civil service classification of temporary, part-time Reserve Police Officers; and to allow for the hiring of temporary, part-time Reserve Police Officers to assist in non-patrol sections of the Police Department to perform duties where there are insufficient numbers of regular, full-time Police Officers to fulfill the required duties

WHEREAS, the Wichita Falls Police Department is currently understaffed by approximately 20 Police Officers; and

WHEREAS, the personnel shortage in the Police Department is resulting in case back logs and other assignments being unfilled; and

WHEREAS, the Wichita Falls Police Department wishes to create a non-civil service position of temporary, part-time Reserve Police Officer and to hire these individuals to work various non-patrol assignments in the Police Department when regular, full-time Police Officers are not available;

WHEREAS, under the State Civil Service Statute, the Civil Service Director cannot hire non-civil service employees to perform tasks usually assigned to civil service employees; and

WHEREAS, a Meet and Confer Agreement between the City and the Wichita Falls Police Officers' Association allows the Civil Service Director to create the position of Temporary, Part-Time Reserve Officer and place those employees in the Police Department to assist in performing tasks that would normally be performed by regular, full-time Police Officers but for the significant shortage of those Officers; and

WHEREAS, for public safety, the Wichita Falls Police Officers' Association wishes to have assistance in working through the backlog of cases and other assignments currently not being performed due to the significant shortage of Police Officers.

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

1: The City Council of the City of Wichita Falls, Texas, approves the attached **Meet and Confer Agreement** between the City and the Wichita Falls Police Officers' Association.

2. The new agreement will go into effect immediately and will remain in effect for three (3) years or unless and until either the City or the Association wishes to terminate the agreement in writing upon 90 days' notice.

PASSED AND APPROVED this the 20th day of June 2023.

MAYOR

ATTEST:

City Clerk

MEET AND CONFER AGREEMENT TO MODIFY CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE (MUNICIPAL CIVIL SERVICE) THE CITY OF WICHITA FALLS FIREFIGHTERS AND POLICE OFFICERS' CIVIL SERVICE COMMISSION RULES AND REGULATIONS TO ALLOW FOR THE CREATION OF TEMPORARY, PART-TIME RESERVE POLICE OFFICER POSITIONS WITHIN THE WICHITA FALLS POLICE DEPARTMENT

THIS AGREEMENT is made pursuant to Section 142.059 of the Texas Local Government Code, memorializing an agreement previously made by and between the city of Wichita Falls and the Wichita Falls Police Officers' Association.

Section 1. INTENT. The Parties agree to modify Chapter 143 of the Texas Local Government Code to allow for the hiring of temporary, part-time Reserve Police Officers. These Officers would be utilized to assist in working the backlog of cases in the Misdemeanor Division as well as in other areas where there are insufficient numbers of regular, full-time Police Officers to fulfill the required duties. The intent of this agreement is to augment the number Officers available in the Investigative Operations Division and non-patrol positions in the Community Operations Division. Temporary, part-time Reserve Officers will not replace regular, full-time Police Officers in any assignment. Rather, temporary, part-time Reserve Officers will assist in those areas where there is a shortage of regular, full-time Police Officers.

A. "Reserve Officer" means an honorably retired Wichita Falls Police Officer who meets the minimum standards as determined by the Department. This definition may be amended by agreement of the Association President and the City Manager.

B. Conditions of Employment: To enhance the Department's ability to staff and to lessen workforce disruption caused by short-term significant schedule changes, the City and the Association agree that the Department may employ part-time, Reserve Officers, as defined in this Agreement, under the following circumstances:

- (1) Reserve Officers shall be temporary, part-time employees.
- (2) Reserve Officers will not be classified under Chapter 143 of the Texas Local Government Code (Municipal Civil Service) and will not be afforded any of the privileges and protections guaranteed by Chapter 143.
- (3) Employment and assignment of Reserve Officers shall be limited to performing duties in areas of the Police Department where there are insufficient numbers of regular, full-time police officers to fulfill the required duties.
- (4) Subject to the discretion of the Chief, Reserve Officers may perform any and all duties of a commissioned peace officer while working such assignments only.
- (5) Reserve Officers may be required to attend and complete training as determined by the Chief.

(6) Reserve Officers shall not be approved by the Department for any secondary employment that is conditioned on the actual or potential use of law enforcement powers by the Reserve Officer, or for elective Department overtime.

(7) Regular, full-time Police Officers will have priority over Reserve Officers for any assignments if there are sufficient regular, full-time officers available to be placed in that assignment.

C. Benefits and Salary: Temporary, Part-Time Reserve Officers

1. Salary based on amount approved by City Council in the Classification Plan
2. Designated as a temporary, part time employee
3. Not eligible for pension benefits
4. Not eligible for permanent appointment or promotion
5. Not eligible to become a Civil Service employee
6. A paid Reserve Police Officer must be dismissed before a permanent civil service employee may be dismissed in the event of a reduction of force

D. Qualifications and Requirements: Temporary, Part-Time Reserve Officers

1. Be a United States Citizen
2. Be at least 21 years of age
3. Possess a High School diploma or GED equivalency
4. Possess a valid Texas Driver's license and acceptable driving record
5. Must be a fully licensed Peace Officers with the State of Texas
6. Must successfully pass a background investigation
7. Not required to take department written and physical entrance examination
8. Must maintain certification and training hours at the same level as a regular officer
9. Must adhere to policies of the City of Wichita Falls' Personnel Policies, policies of the Wichita Falls Police Department and general and special orders of the Wichita Falls Police Departments.

Section 2. EFFECTIVE DATE. This Agreement is immediately effective upon signing by both parties.

Section 3. SUNSET PROVISIONS. This Agreement shall remain in effect for three (3) years from the date of ratification by the City Council unless either Party requests termination of this Agreement with 90 days' written notice.

Section 4. AGREEMENT SUPERCEDES CHAPTER 143 of the Texas Local Government Code and the City of Wichita Falls Firefighter and Police Officers' Civil Service Commission Rules and Regulations to the extent necessary to implement this agreement.

SIGNED this _____ day of June 2023.

CITY OF WICHITA FALLS, TEXAS

**WICHITA FALLS POLICE OFFICERS'
ASSOCIATION**

By: _____
Darron Leiker, City Manager

President, Wichita Falls Police
Officers' Association