

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, September 19, 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 Brian Bosworth
Floral Heights United Methodist
- (b) Pledge of Allegiance
3. Presentations
- (a) Proclamation – Hispanic Heritage Month, WFAAC Potencia Projects, and Zavala
- (b) Proclamation – Walk to End Alzheimer's, Alzheimer's Association North Central Texas Chapter
- (c) Proclamation – Constitution Week, Daughters of the American Revolution
- (d) Proclamation – National Forensic Science Week, W.F. P. D. Crime Scene Unit

CONSENT AGENDA

4. Approval of minutes of the September 5, 2023 Regular Meeting of the Mayor and City Council.
5. Resolutions
 - (a) Resolution authorizing the sole-source refurbishment of the inbound Transfer Station scale to Rusty's Weigh Scale & Service, Inc. in the amount of \$109,461
 - (b) Resolution authorizing the City Manager to award bid and contract for the 2023 Sewer Budget Utility Improvement Project - Phase 2 to Bowles Construction Co. in the amount of \$1,458,767
6. Receive Minutes
 - (a) Water Resource Committee, January 17, 2022
 - (b) Water Resource Committee, October 17, 2022
 - (c) Wichita Falls-Wichita County Public Health Board, July 14, 2023
 - (d) Lake Wichita Revitalization Committee, August 8, 2023

REGULAR AGENDA

7. Resolutions
 - (a) Resolution authorizing the City Manager to Execute a Raw Water Purchase contract with Oklaunion Power Station LLC
 - (b) Resolution authorizing the expenditure of \$176,000.00 from the General Fund to be carried over to the 2023-2024 budget for the purchase of Safety Storage Vaults for the Police SUV's
 - (c) Resolution authorizing the City Manager to execute a one-year lease with the Wichita Falls Railroad Museum, a Texas nonprofit corporation, for the use of City-owned property located at LaSalle and 9th Streets downtown
8. Other Council Matters
 - (a) 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 the municipal court sub-judge and members of the following boards and commissions:
- Type A Wichita Falls Economic Development Corporation
 - Tax Increment Financing District Reinvestment Zone #2
- (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.

11. Appointments to Boards and Commissions

- Type A Wichita Falls Economic Development Corporation
- Lake Wichita Revitalization Committee
- Tax Increment Financing District Reinvestment Zone #2
- Water Resources Commission

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 13th day of September, 2023 at 3:48 o'clock p.m.

A handwritten signature in blue ink, reading "Mari Ballhogs", is written over a horizontal line.

City Clerk



City of Wichita Falls
City Council Meeting
Minutes
September 5, 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

Michael Smith, Councilor District 1, gave the invocation.

Item 2b – Pledge of Allegiance

Mayor Santellana led the Pledge of Allegiance.

Item 3a – Employee of the Month – Andrew Borchardt, Fire Department
8:32 a.m.

Mayor Santellana recognized Andrew Borchardt as Employee of the Month for September 2023 and shared a brief video. Mayor Santellana congratulated Mr. Borchardt 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 4-6 – Consent Items

8:35 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 August 15, 2023, Regular Meeting of the Mayor and City Council

Item 5a – Resolution 96-2023

Resolution authorizing the purchase of nine $\frac{3}{4}$ -ton pickups for various City Divisions through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Sam Pack's Five Star Ford in the amount of \$365,328.29.

Item 6 – Receive Minutes

(a) Landmark Commission, July 12, 2023

(b) Planning & Zoning Commission, July 12, 2023

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Item 7a – Public Hearing on the Fiscal Year 2023-24 Proposed Tax Rate

8:37 a.m.

Mayor Santellana opened the public hearing at 8:37 a.m.

Jessica Williams, Director of Finance, stated that the current tax rate is \$0.694321, the no new revenue tax rate is \$0.639708, the voter approval tax rate is \$0.685010, and the proposed tax rate for FY 2023-2024 is \$0.680000. The proposed tax rate is a 2.1% reduction in the tax rate compared to last year. Tax rates were calculated and certified by the Wichita County Tax Assessor-Collector. There were no comments from the public.

Mayor Santellana closed the public hearing at 8:38 a.m.

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Item 7b – Ordinance 48-2023

8:39 a.m.

Ordinance adopting the Annual Budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

Moved by Councilor Brewer to approve Ordinance 48-2023.

Motion seconded by Councilor Browning.

David Coleman, 3719 Cedar Elm Lane, discussed the need for a bike safety coordinator, the new revenue stream available from the county for child safety issues which could help fund the position, and how this position could provide bike safety classes in the school district. Mr. Coleman asked the Council to consider funding the position.

Becky Raeke, 2420 Reilly Road, echoed Mr. Coleman's comments and stated that if it were a budget issue in the past it should not be now. Ms. Raeke asked the Council to consider funding this position.

Mr. Leiker addressed the comments regarding the new fee of \$1.50 fee per registered vehicle paid to the County and stated those funds will be used for the school crossing guard program. If there are excess revenues from that fund they can go towards the bike safety coordinator position, along with funds that were already in the City's budget for the school crossing guard program.

Councilor Whiteley asked about the timeframe and Mr. Leiker said there is not a specific time but it would be this fiscal year. The City will meet with the County on September 7, 2023, to discuss how the revenue will be distributed to the City. Councilor Whiteley requested that Becky Raeke be involved in drafting the job description for the bike safety coordinator position.

Motion carried by the following vote:

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

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Nays: Councilor Jackson

Item 7c – Ordinance 49-2023

8:42 a.m.

Ordinance ratifying the increase in property tax revenue as reflected in the Annual Budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

Moved by Councilor Smith to adopt this budget that will raise more total property taxes than last year's budget by \$3,246,905 or 7.19% and of that amount \$603,283 is tax revenue to be raised from new property added to the tax role this year.

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

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

Nays: None

Item 7d – Ordinance 50-2023

8:45 a.m.

Ordinance levying, assessing, and fixing the tax rate for the use and support of the Wichita Falls Municipal Government and providing for the Interest and Sinking Fund for the 2023-24 fiscal year.

Moved by Councilor Smith that the property tax rate be increased by the adoption of a tax rate of \$0.68000 which is effectively a 6.3% increase in the tax rate.

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

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

Nays: None

Item 7e – Ordinance 51-2023

8:47 a.m.

Ordinance adopting the Five-Year Capital Improvement Plan for the Fiscal Year beginning October 1, 2023 and ending September 30, 2028.

Moved by Councilor Browning to approve Ordinance 51-2023.

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

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

Nays: None

Item 7f – Ordinance 52-2023

8:48 a.m.

Ordinance replacing Ordinance No. 10-2023, the fee schedule applied to City operations; providing for severability; providing that such ordinance shall not be codified; and providing an effective date.

Moved by Councilor Brewer to approve Ordinance 52-2023.

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

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

Nays: Councilor Jackson

Item 7g – Ordinance 53-2023

8:50 a.m.

Ordinance authorizing the City Manager to award contract to Patagonia Health, Inc. for the Health Department Electronic Health Record (EHR) Conversion Project, in the amount of \$80,025.

Moved by Councilor Browning to approve Ordinance 53-2023.

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 7h – Ordinance 54-2023

8:52 a.m.

Ordinance making an appropriation to the Special Revenue Fund in the amount of \$41,947.62 for grant revenue from the Texas Department of Transportation (TxDOT) for a Comprehensive Selective Traffic Enforcement Program (STEP) Grant for Fiscal Year 2024 and authorizing the City Manager to execute all documents necessary to accept said funds.

Moved by Councilor Brewer to approve Ordinance 54-2023.

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 8a – Resolution 97-2023

8:54 a.m.

A Resolution of the City Council of the City of Wichita Falls, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the Company’s 2023 Rate Review Mechanism Filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC’s legal counsel.

Moved by Councilor Browning to approve Resolution 97-2023.

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

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

Nays: None

Item 8b – Resolution 98-2023

8:59 a.m.

Resolution authorizing the replacement of the Multi-Purpose Event Center's (MPEC) in-house sound system located inside the Ray Clymer Exhibit Hall through the TIPS Purchasing Cooperative from AVI-SPL, LLC in the amount of \$121,595.66.

Moved by Councilor Brewer to approve Resolution 98-2023.

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

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

Nays: None

Item 8c – Resolution 99-2023

9:04 a.m.

Resolution authorizing the City Manager to apply for and accept funding in an amount up to \$320,000 for planning and preliminary engineering to develop active transportation networks under the 2023 Reconnecting Communities and Neighborhood Program provided by the United States Department of Transportation.

Moved by Councilor Browning to approve Resolution 99-2023.

Motion seconded by Councilor Smith.

Becky Raeke, 2420 Reilly Road, thanked John Burrus for being a champion for the bicycle community, and for this proposal. The Ohio Street bridge is already being used by citizens walking and cycling, and it connects the North side of town where there is a lot of new development including homes and businesses. Ms. Raeke said it is time to connect the trail to the North side of Wichita Falls and to Sheppard Air Force Base, and she thanked the Council for their consideration.

David Coleman, 3719 Cedar Elm Lane, also thanked Mr. Burrus for being an advocate to the biking community, stated that this item has been in the circle trail master plan, and the bridge would open up the whole corridor for bike traffic. Having the preliminary engineering work completed will put us in a better position to receive an Alternative Transportation Grant from TxDOT in the future. Mr. Coleman said he appreciates the Council's support and hopes this item is approved.

Motion carried by the following vote:

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

Nays: None

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Item 8d – Resolution 100-2023

9:12 a.m.

Resolution approving the Wichita Falls Type B (4B) Sales Tax Corporation Budget for Fiscal Year 2023-24.

Moved by Councilor Brewer to approve Resolution 100-2023.

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

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

Nays: Councilor Jackson

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Item 8e – Resolution 101-2023

9:19 a.m.

Resolution approving the programs and expenditures of the Wichita Falls Type B Sales Tax Corporation Board of Directors and amending the budget to include funding up to \$197,000 to the City of Wichita Falls to upgrade and/or replace various items at the Wichita Falls Sports Complex on Sheppard Access Road.

Moved by Councilor Brewer to approve Resolution 101-2023.

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 8f – Resolution 102-2023

9:27 a.m.

Resolution approving the programs and expenditures of the Wichita Falls Type B Sales Tax Corporation Board of Directors and amending the budget to include funding up to \$219,000 to the Wichita Falls Chamber of Commerce and Industry for consulting services to support Sheppard Air Force Base.

Moved by Councilor Brewer to approve Resolution 102-2023.

Motion seconded by Councilor Smith.

Ron Kitchens, Wichita Falls Chamber of Commerce CEO, 5307 Waterford Drive, discussed the economic impact of Sheppard Air Force Base (SAFB), how the base represents 34.4% of our local economy, the importance of SAFB to our housing market, and the importance of the community advocating for SAFB for improvements and recognition. SAFB competes with five other NATO training bases, and we are currently fifth on list, making us the least likely to receive trainees. The Chamber of Commerce has a strategic partnership with Sheppard Military Affairs Committee (SMAC) and they are asking the Type A and Type B boards to partner with them, as well as accepting private donations. Mr. Kitchens discussed the need to have someone in Washington, D.C. advocating for SAFB every day, and noted the contract amount is for a three-year period. There was brief discussion regarding the consulting group, the work they have performed in other communities, the membership the committee that the contractor will answer to, and the expectations for the contract. Councilor Nelson asked that Councilor Jackson be included in the committee as the Sheppard Air Force Base Liaison.

Glenn Barham, President of SMAC, discussed the upcoming steering committee meeting that will be held within the next couple of weeks in London, and reminded the Council that in 2005 when the last base realignment and closure round was held, SAFB was the home of all medical training, and even though SAFB scored first to keep the medical training, a political decision moved the training to San Antonio resulting in a \$42 million negative impact on our local economy. We must be more proactive in what we do to support SAFB, and we need feet on the ground in Washington D.C. that can advocate for SAFB and this community.

Motion carried by the following vote:

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

Nays: None

Item 8g – Resolution 103-2023

9:41 a.m.

Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC, “4A”) Budget for Fiscal Year 2023- 24.

Moved by Councilor Browning to approve Resolution 103-2023.

Motion seconded by Councilor Nelson,

Mr. Kitchens, Chamber of Commerce CEO, provided an update on Panda Biotech and Clayton Homes.

Motion carried by the following vote:

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

Nays: Councilor Jackson

Item 9a – Staff Reports Discussion of Railroad Museum Lease Terms

9:50 a.m.

Paul Menzies, Assistant City Manager, updated Council on matters concerning the Railroad Museum lease terms.

Alyssa Johnston, 2307 Speedway Ave., addressed the Council and stated the board has finalized the business plan and emailed it to the City Council. They have a strong board and are ready to move forward with the lease and requests that an item be placed on the next agenda to approve the lease. She asked the City for specific terms regarding liability insurance, and stated she is unsure what else the Council is waiting on before placing this item on the agenda. They want to rebrand the museum to get support and interest from around the nation regarding rail history.

Councilor Jackson asked if we can get this item on the agenda in two weeks, and Mr. Leiker stated we need to have some discussion in executive session to get specific information before moving forward.

Ms. Johnston stated they greatly appreciate the Council's support.

Councilor Browning asked about board resignations and who is currently serving. Ms. Johnston discussed the ebb and flow of the board, and stated there are 9 current board members and they are vetting others.

Councilor Smith added his name to the list of Councilors requesting this item to be on the agenda. He also asked about the insurance issue since the City is asking for insurance before the lease, and the lease being required to get insurance. Ms. Johnston stated she can get a policy contingent upon the lease being approved.

Ms. Johnston thanked the Council and encouraged them to reach out to her if they have any questions.

Councilor Jackson thanked Alyssa Johnston for her work, and Councilor Smith for being the third councilor to request an agenda item.

Councilor Smith stated that the Museum of North Texas History is ready to work with the committee to move items once the weather is cooler.

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Item 9b – Announcements concerning items of community interest from members of the City Council. No action will be taken or discussed.

10:07 a.m.

Councilor Jackson stated he thinks the Railroad Museum will be a great asset downtown, and discussed a company that has volunteered to assist with landscaping. He encouraged citizens that smoke to be careful due to grassfires and stated that over 500 acres close to his home burned over the weekend. Councilor Jackson thanked the Fire Department for their work and encouraged people to be aware of their surroundings and pray for rain.

Councilor Brewer discussed the 76th Police Academy graduation and the new graduates who will be a great asset to the community.

Councilor Smith discussed the Police Academy and Fire Academy graduations that were both inspiring and professional. He encouraged individuals to attend a graduation even if they do not have a vested interest, and stated new academies are starting if anyone is interested.

Councilor Whiteley thanked and congratulated Andy Bochart, employee of the month. He also went to both well attended graduations, and he gave kudos to both sets of graduates.

Councilor Nelson thanked Ron Kitchens regarding the CGA contract and stated he hopes we stay on top of it. He also hopes we get the contract for the three weeks of softball tournaments and he mentioned items regarding the Sears and Pepsi buildings that he is working on with Development Services.

Mayor Santellana attended the Police Officer graduation, but was unable to attend the Fire Department graduation due to a family emergency. We are in the heart of election season and he recognized all candidates in attendance, and encouraged citizens to reach out to the candidates. The League of Women Voters is having a candidate event on September 28th, and he encouraged citizens to attend. He also encouraged citizens to go see the MPEC improvements.

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Item 10 – Comments from the Public to Members of the City Council Concerning Items That Are Not on the City Council Agenda

10:20 a.m.

Carol Murray, 3203 Beech, invited the Council and staff to a town hall meeting being held at the Realtors Association on September 6, 2023, to discuss the proposed water contract with OPS. As a Crime Stoppers Board member she discussed the Armadillo Race and encouraged people to contribute to Texoma Gives.

David Coleman, 3719 Cedar Elm Lane, race director for Hotter 'N Hell, thanked the City of Wichita Falls for the event. It was a phenomenal success and the MPEC facilities are great. He thanked the City departments that supported the event, discussed the economic impact, and thanked the Council again for their support.

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Item 11 – Executive Sessions

City Council adjourned into Executive Session at 10:22 a.m. in accordance with Texas Government Code §551.071 and §551.087.

City Council reconvened at 11:05 a.m.

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

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Item 12 –Adjourn

Mayor Santellana adjourned the meeting at 11:05 a.m.

PASSED AND APPROVED this 19th day of September 2023.

Stephen Santellana, Mayor

ATTEST:

Marie Balthrop, TRMC, MMC
City Clerk

CITY COUNCIL AGENDA
September 19, 2023

ITEM/SUBJECT: Resolution authorizing the sole-source refurbishment of the inbound Transfer Station scale to Rusty's Weigh Scale & Service, Inc. in the amount of \$109,461.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Provide Quality Infrastructure

STRATEGIC OBJECTIVE: n/a

COMMENTARY: Throughout the last year, the inbound Transfer Station scale steel frame has failed multiple times. In addition to the 50+ trips our own trucks make across the scale each day, there is also the public and other commercial customers that roll across this scale on a daily basis delivering around 1,500 tons per week to the Transfer Station. The City is required by the TCEQ to track the solid waste tonnages that are being delivered to the Transfer Station; therefore, this scale is essential for operations of the facility. Each time the scale fails it causes the Transfer Station to be closed for 3 to 5 days. This scale has reached the end of its useful life and needs to be refurbished.

The refurbishment includes replacing the existing decking with a steel deck and replacement of the load cells. The refurbishment will be warrantied 10 years and is expected to take one week to complete. Staff budgeted \$300,000 for miscellaneous repairs at the Transfer Station in the 22/23 budget. A small portion of these funds have been used to repair the sewer system, and adequate funding is still available to complete the refurbishment of the scale.

Rusty's Weigh Scale & Service, Inc. is the only regional provider certified to work on Mettler Toledo scales. They have performed this work for the City in the past and they are very familiar with the Transfer Station scale system. They have just recently refurbished the Landfill scale and provided the new scale. Therefore, staff recommends award of the contract to Rusty's Weigh Scale & Service, Inc. in the amount of \$109,461.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution , Quote, Sole-Source Letter, Scale Photos

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the sole-source refurbishment of the inbound Transfer Station scale to Rusty's Weigh Scale & Service, Inc. in the amount of \$109,461

WHEREAS, the City of Wichita Falls has found Rusty's Weigh Scale & Services, Inc. to be the only regional certified company to refurbish Mettler Toledo scales and is the only sole source provider; and,

WHEREAS, the City of Wichita Falls has received a quote from Rusty's Weigh Scale & Services, Inc. for the sole source services, labor, and materials to refurbish the inbound Transfer Station scale.

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 for the services, labor, and materials to refurbish the inbound Transfer Station scale, from Rusty's Weigh Scale & Services, Inc., in the amount of \$109,461.

PASSED AND APPROVED this the 19th day of September, 2023.

M A Y O R

ATTEST:

City Clerk

METTLER TOLEDO
Premier Distributor

QUOTE NUMBER: DE0000278-A

PROPOSAL TO: City Of Wichita Falls - Transfer Station

DESCRIPTION

(800) 761-7477

Artist: Teresa Rose

teresa.rose@wichita-fallco.edu

[illegible]

* Tear Out Existing Scale and Stack On Customers Yard A Reasonable Distance From Foundation. Customer Responsible For Disposal Of Debris.

* Equipment To Set Scale	\$ 2,000.00
* Set Scale, Install Load Cells, Wire, and Test	\$ 3,000.00
* Test and Calibrate Scales In Accordance With HS&H Rules and Regulations	\$ 2,000.00
* PWS to utilize customers existing conduit. If existing conduit can not be used, customer will be responsible for installation of new conduit.	
* Customer Responsible For Disposal Of All Debris.	
TOTAL INSTALLATION PRICE	\$ 15,000.00

Shipment: 8 - 8 Weeks

F.O.B.: Job Site

Terms of Payment:

THIS QUOTATION VALID FOR 30 DAYS FROM DATE ISSUED.

TOTAL EQUIPMENT	\$ 87,961.00
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INSTALLATION/TEST PRICE	\$ 10,000.00
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SHIPPING & HANDLING	\$ 3,500.00
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SUBTOTAL	\$ 109,461.00
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SALES TAX	0.00%	Add As Applies
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TOTAL PRICE	\$ 109,461.00
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All quotations subject to verification as to the compatibility of equipment ordered and to credit approval by the Invoice Office. The terms and conditions on the reverse side hereof are part of this quotation and such terms and conditions shall govern the sale of equipment and services hereunder, whether or not such order is placed on Customer's Purchase Order or pursuant to this form. Customer has read and understood the terms and conditions printed on the reverse side of this form and attachment A hereto and agrees that such terms and conditions shall govern the sale of the aforementioned services set forth in this quotation and shall govern the sale of the equipment and services set forth in this quotation and order sheet when Customer order is accepted. Prices are firm for requested shipment of equipment and services within 2 months of order date. Shipments required by buyer more than 2 months, up to 6 months from order date, are accepted at the current published price level, with a maximum increase of 5%. All special orders are subject to receipt for up to 25% for equipment not received and up to 10% for equipment to be used in sales promotion. Credit card payments are accepted on a NET 15 invoice payment. After 15 days credit card fees shall be applied to the invoice total. Fees shall not exceed 5%.

SUBMITTED BY:	Tell Shekhal
DATE:	8/26/2020

ACCEPTED BY:
TITLE:

TERMS AND CONDITIONS

The following provisions form part of the quotation(s) presented, as express agreements between RUSTY'S WEIGH, 408 NORTH INTERSTATE 27, LUBBOCK, TEXAS 79403 and the Buyer governing the terms and conditions of the sale, subject to modification only in writing signed by the local manager or an executive officer of the Company. In the event of any differences between these terms and conditions and those of Buyer, Buyer acknowledges that notwithstanding anything to the contrary, that these terms and conditions shall prevail and Buyer's signing of this quotation or accepting the goods and services to be delivered hereunder shall be conclusive proof thereof.

1. If the order is under and according to a Company dealer or distributor contract with Buyer in force at the time of acceptance, the provisions of such contract will control except as expressly otherwise provided on the face hereof.
2. The Company warrants and agrees that if, within one year after shipment thereof, any part manufactured by the Company should fail because of defective material or workmanship in its manufacture and the Company be notified promptly in writing of the nature of the defect, the Company will, (if Buyers account with Seller is then and remains current), replace such part, free of charge, provided the Buyer pays travel expense to and from the nearest Rusty's Weigh Division Service Shop. (Travel charges incurred during the first 90 days following installation are non-chargeable). The warranties, if any, of the respective manufactures thereof must be resorted to with respect to articles and materials not manufactured by the Company. Under this provision the Company will be deemed to have manufactured articles bearing the Company's name—plate or trademark and components bearing plates or marks of others, special accessories, steel, and materials or supplies for installation. COMPANY'S WARRANTIES AS SET FORTH IN THIS PARAGRAPH 2 ARE EXCLUSIVE AND ARE IN LIEU OF, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS. ANY WARRANTIES IMPLIED OR PRESENTED WITHIN THE QUOTATION DOCUMENT SHALL PREVAIL OVR ANY OTHER WARRANTY. IN EXAMPLE METTLER TOLEDO MAY OFFER WARRANTIES OR GUARANTEES AFR EXCEEDING THE ABOVE LISTED WARRANTY. THESE WARRANTIES MAY BE TRANSFERABLE AND SUPPLIED BY METTLER TOLEDO BY ANY AUTHORIZED AGENT.
3. Unless and until all sums (however evidenced) payable in respect of the sale and delivery of the goods have been fully paid in money and satisfied: (a) the goods shall remain strictly personal property, however affixed to realty, title thereof and ownership thereof shall remain in Company; and Buyer shall keep the property insured and free from liens or encumbrances, pay all taxes thereon, make good all loss, damage, or deterioration, and take all steps necessary to preserve the Company's title, including the execution and filing of all instruments necessary for such purpose. (b) Company shall have, and in the event of default in the terms hereof, may exercise cumulatively and not in the alternative, all rights and remedies provided by the applicable laws of the jurisdiction, as if expressly herein so provided, and, in so far as permitted by such laws, may declare all sums payable hereunder immediately due and payable, may take possession of the property or any part thereof wherever found, and may the same at public or private sale on such terms as it may deem advisable, giving Buyer 10 days written notice of the time and place of the sale, at which Company may bid and become a Buyer, the proceeds of such sale, shall be applied, in the order stated, to the costs of the expenses of search, seizure, removal, storage, advertisement, sale, collection and enforcement, to the interest on the amount due and unpaid purchase price, and to any other sums owing to the Company and Buyer; any excess shall be remitted to Buyer and the Buyer shall forthwith pay any deficiency.
4. (a) Except as otherwise expressly stated on the face of this acknowledgment: The goods shall be delivered F.O.B. cars, Company's factory; the prices charged shall be the Company's prices regularly established at the time of shipment, all stated discounts shall apply to list prices; Buyer shall, in addition, pay all shipping and handling charges from factory, or their equivalent, and also taxes on the sale, delivery or use. Nevertheless, in all cases: Company reserves the right to elect terms of payment C.O.D., SDB/L or Net 30 days after shipment and accounts past due shall bear interest at the highest lawful contract rate, and Buyer shall pay all costs and expenses, including attorney's fees, incurred in collecting the same.
5. The order is not subject to cancellation by Buyer except prior to shipment and then only on the payment to Company of 20% of the Net price as agreed liquidated damages, which Buyer agrees to pay.
6. UNDER NO CIRCUMSTANCES SHALL THE SELLER HAVE ANY LIABILITY FOR LIQUIDATED DAMAGES OR FOR COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR THE LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION, WHETHER RESULTING FROM DELAYS IN DELIVERY OR PERFORMANCE, BREACH OF WARRANTY, CLAIMS OF INCORRECT WEIGHING, CLAIMS OF OR FOR NEGLECT MANUFACTURE, ACTS OF GOD, OR OTHERWISE. THE AGGREGATE TOTAL LIABILITY OF THE SELLER5 UNDER THIS CONTRACT, WHETHER FOR BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE CONTRACT PRICE. BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER FROM ALL CLAIMS BY THIRD PARTIES WHICH EXTEND BEYOND THE FOREGOING LIMITATIONS ON SELLERS LIABILITY.
7. WARRANTY repairs performed at the customers request out side of normal working hours (8 AM thru 5 PM; Monday thru Friday) or on Legal Holidays, the Customer will be charged 1/2 the current published rate for regular over time and the Regular hourly rate for Sundays or Holidays.

This Quote is valid for thirty (30) days from Date issued.

Standard Terms of payment. Down payment on acceptance, substantial payment on completion of concrete work and delivery of the majority of equipment, minimal retainage balance on completion of installation.

Accepted By Purchaser

By: _____ Title: _____

Date: _____



PUBLIC WORKS DEPARTMENT

September 5, 2023

SUBJECT: Sole Source – Transfer Station Scale Refurbishment

This letter is to confirm that Rusty's Weigh Scales & Service is a lone regional supplier capable of refurbishing the current inbound scale at the Transfer Station. Rusty's Weigh Scales & Service complete all repairs and calibrations on the scales at the Landfill and Transfer Station and are certified by TCEQ for the service, repair and refurbishment.

Respectfully,

TERESA L. ROSE, P.E., CFM
Deputy Director of Public Works



INCREASED CRACKING IN LESS THAN 2 WEEKS



**CITY COUNCIL AGENDA
September 19, 2023**

ITEM/SUBJECT: Resolution authorizing the City Manager to award bid and contract for the 2023 Sewer Budget Utility Improvement Project - Phase 2 to Bowles Construction Co. in the amount of \$1,458,767.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Provide Quality Infrastructure

STRATEGIC OBJECTIVE: n/a

COMMENTARY: On September 5, 2023, bids were opened for the 2023 Sewer Budget Utility Improvement Project - Phase 2. This project is generally described as the replacement of various sanitary sewer lines and manholes, and the removal of lift station 52 and associated work as shown on the attached maps. The project will remove and replace deteriorated 6", 8" & 18" vitrified clay pipe that has begun to fail and cause blockages in the collection system as well as install new 8" pipe for the abandonment of existing lift station 52.

The bids received for this project on the Base Bid & Add/Alts No. 2-4 are as follows:

<u>COMPANY</u>	<u>AMOUNT</u>
Bowles Construction Co. – Wichita Falls, TX	\$ 1,458,767

Construction of this project should require approximately 250 calendar days to complete and adequate funding of \$1.8 million is available in this year's budget to complete the project.

Bowles Construction Co. is a local contractor that has performed work for the City in the past and therefore staff recommends award of the contract to Bowles Construction Co.

☒ **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 Sewer Budget Utility Improvement Project - Phase 2 to Bowles Construction Co. in the amount of \$1,458,767

WHEREAS, the City of Wichita Falls has advertised for bids for the 2023 Sewer Budget Utility Improvement Project - Phase 2; and

WHEREAS, it is found that the lowest responsible bidder is Bowles Construction Co., who made a unit price bid with an estimated total of \$1,458,767.

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

The unit price bid for the 2023 Sewer Budget Utility Improvement Project - Phase 2 is awarded to Bowles Construction Co. in an estimated total amount of \$1,458,767, and the City Manager is authorized to execute a contract for the City with said Contractor for the construction of such project.

PASSED AND APPROVED this the 19th day of September, 2023.

MAYOR

ATTEST:

City Clerk

2023 Sewer Budget Utility Improvement Project Phase 2

CWF23-550-13

BID DATE: SEPTEMBER 5, 2023

BASE BID				Bowles Construction Co., Wichita Falls, TX	
Pay Item	Description	Unit	Quantity	Unit Price	Total
107-TS	Trench Safety System	LF	2293	\$3.00	\$6,879.00
200.1	Site Prep & Mobilization (Not to Exceed 5%)	LS	1	\$50,000.00	\$50,000.00
202	Temporary Erosion Control	LS	2	\$8,000.00	\$16,000.00
203-BR	Box Culvert Removal	LS	1	\$10,000.00	\$10,000.00
203-LS	Lift Station 52 Abandonment	LS	1	\$30,000.00	\$30,000.00
203-SP	Lift Station Site Prep	LS	1	\$45,000.00	\$45,000.00
203.1-RP	Remove Existing Pavement	SY	722	\$15.00	\$10,830.00
301.1	6" Subgrade Stabilization	SY	359	\$14.00	\$5,026.00
303-6	6" Reinforced Concrete Channel Repair	SY	15	\$105.00	\$1,575.00
3003.6-A	6" Reinforced Concrete Alley	SY	270	\$105.00	\$28,350.00
303.6-AA	6" Reinforced Concrete Alley Approach	SY	81	\$105.00	\$8,505.00
305.2-DA	6" Reinforced Concrete Drive Approach	SY	16	\$105.00	\$1,680.00
305.2-PR	Pedestrian Ramp	EA	1	\$2,500.00	\$2,500.00
305.2-SW	4" Concrete Sidewalk	SY	53	\$90.00	\$4,770.00
402-PR	Pavement Repair	SY	287	\$135.00	\$38,745.00
501.17-6	Install 6" SDR 26 PVC Sanitary Sewer Pipe	LF	372	\$105.00	\$39,060.00
501.17-8	Install 8" SDR 26 PVC Sanitary Sewer Pipe	LF	684	\$150.00	\$102,600.00
501.17-12	Install 12" SDR 26 PVC Sanitary Sewer Pipe	LF	693	\$165.00	\$114,345.00
501.17-18	Install 18" PS 115 PVC Sanitary Sewer Pipe	LF	544	\$240.00	\$130,560.00
502.1-N	Install New 4' Dia Sanitary Sewer Manhole	EA	2	\$8,500.00	\$17,000.00
502.1-NE	Install New 4' Dia Sanitary Sewer Manhole w/ External Drop	EA	1	\$10,000.00	\$10,000.00
502.1-RR	Remove & Replace 4' Dia Sanitary Sewer Manhole	EA	7	\$8,000.00	\$56,000.00
502.1-RRE	Remove & Replace 4' Dia Sanitary Sewer Manhole w/ External Drop	EA	2	\$9,000.00	\$18,000.00
502.9-MC	Manhole Coating	SF	526	\$70.00	\$36,820.00
502.10-RMS	Relocate Water Meter & Install House Service Line	EA	1	\$4,000.00	\$4,000.00
503-10	Install 10" Steel Casing	LF	35	\$275.00	\$9,625.00
503-12	Install 12" Steel Casing	LF	35	\$290.00	\$10,150.00
503-16	Install 16" Steel Casing	LF	20	\$325.00	\$6,500.00
600-EP	Reinstall Electrical Components	EA	1	\$31,000.00	\$31,000.00
600-TP	Temporary Bypass Pumping	EA	1	\$40,000.00	\$40,000.00
702.9-VV	Install Valve Vault Base & Riser	EA	1	\$65,000.00	\$65,000.00
702.9-WW	Install Wet Well Base & Riser	EA	1	\$130,000.00	\$130,000.00
801	Temporary Barricading & Traffic Control	LS	1	\$25,000.00	\$25,000.00
Engineers Estimate: \$1,370,000.00				TOTAL	\$1,105,520.00

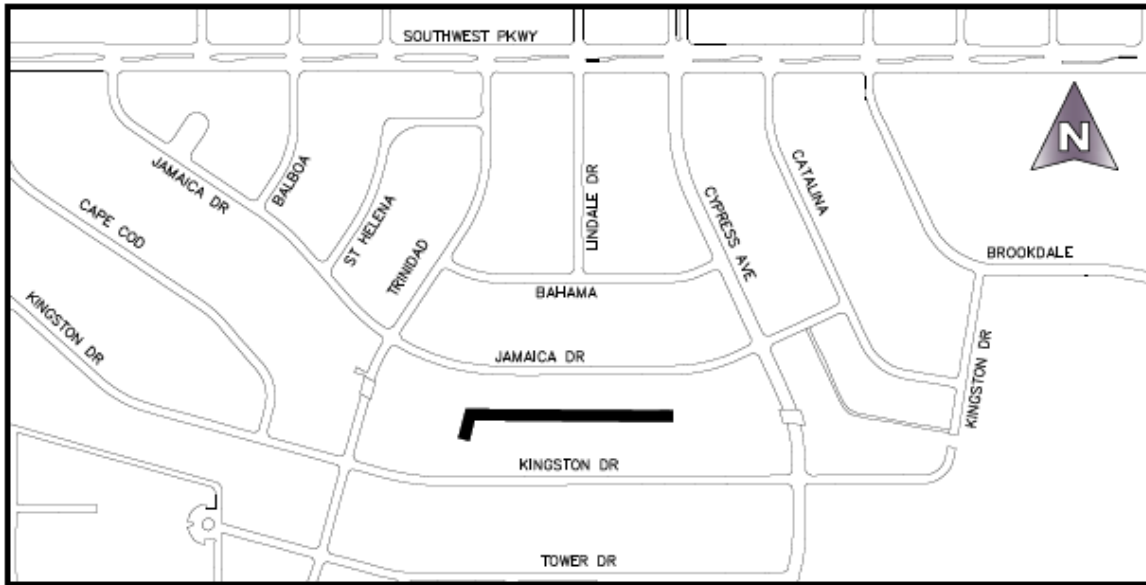
ADD/ALT No. 2 - McGregor Avenue-3				Bowles Construction Co., Wichita Falls, TX	
Pay Item	Description	Unit	Quantity	Unit Price	Total
107-TS-ALT2	Trench Safety System	LF	297	\$3.00	\$891.00
203.1-RP-ALT2	Remove Existing Pavement	SY	171	\$15.00	\$2,565.00
305.2-PR-ALT2	Pedestrian Ramp	EA	2	\$2,500.00	\$5,000.00
305.2-SW-ALT2	4" Concrete Sidewalk	SY	137	\$90.00	\$12,330.00
402-PR-ALT2	Pavement Repair	SY	34	\$135.00	\$4,590.00
501.17-12-ALT2	Install 12" SDR 26 PVC Sanitary Sewer Pipe	LF	297	\$175.00	\$51,975.00
502.9-MC-ALT2	Manhole Coating	SF	95	\$70.00	\$6,650.00
Engineers Estimate: \$137,000.00				TOTAL	\$84,001.00

ADD/ALT No. 3 - McGregor Avenue-2				Bowles Construction Co., Wichita Falls, TX	
Pay Item	Description	Unit	Quantity	Unit Price	Total
107-TS-ALT3	Trench Safety System	LF	360	\$3.00	\$1,080.00
203.1-RP-ALT3	Remove Existing Pavement	SY	338	\$15.00	\$5,070.00
301.1-ALT3	6" Subgrade Stabilization	SY	375	\$14.00	\$5,250.00
303.6-A-ALT3	6" Reinforced Concrete Alley	SY	288	\$105.00	\$30,240.00
303.6-AA-ALT3	6" Reinforced Concrete Alley Approach	SY	50	\$105.00	\$5,250.00
305.2-SW-ALT3	4" Concrete Sidewalk	SY	9	\$90.00	\$810.00
402-PR-ALT3	Pavement Repair	SY	9	\$135.00	\$1,215.00
501.17-12-ALT3	Install 12" SDR 26 PVC Sanitary Sewer Pipe	LF	360	\$190.00	\$68,400.00
502.9-MC-ALT3	Manhole Coating	SF	60	\$70.00	\$4,200.00
Engineers Estimate: \$191,000.00				TOTAL	\$121,515.00

ADD/ALT No. 4 - McGregor Avenue-1				Bowles Construction Co., Wichita Falls, TX	
Pay Item	Description	Unit	Quantity	Unit Price	Total
107-TS-ALT4	Trench Safety System	LF	377	\$3.00	\$1,131.00
203.1-RP-ALT4	Remove Existing Pavement	SY	427	\$15.00	\$6,405.00
301.1-ALT4	6" Subgrade Stabilization	SY	475	\$14.00	\$6,650.00
303.6-A-ALT4	6" Reinforced Concrete Alley	SY	325	\$105.00	\$34,125.00
303.6-AA-ALT4	6" Reinforced Concrete Alley Approach	SY	103	\$105.00	\$10,815.00
402-PR-ALT4	Pavement Repair	SY	25	\$135.00	\$3,375.00
501.17-12-ALT4	Install 12" SDR 26 PVC Sanitary Sewer Pipe	LF	377	\$190.00	\$71,630.00
502.1-RR-ALT4	Remove & Replace 4' Dia Sanitary Sewer Manhole	EA	1	\$8,000.00	\$8,000.00
502.9-MC-ALT4	Manhole Coating	SF	80	\$70.00	\$5,600.00
Engineers Estimate: \$234,000.00				TOTAL	\$147,731.00

Base Bid & Add/Alts No. 2-4 Total: \$1,458,767.00

2023 SEWER BUDGET UTILITY IMPROVEMENT PROJECT - PHASE 2 CWF23-550-13



BETWEEN JAMAICA DRIVE & KINGSTON DRIVE
NOT TO SCALE



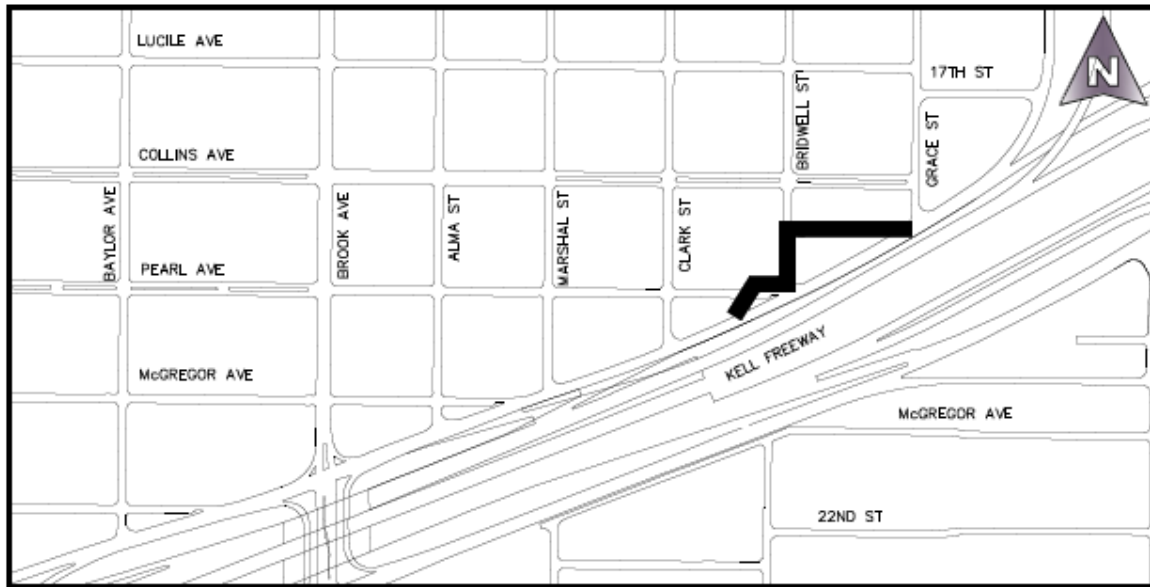
SANTA FE STREET
NOT TO SCALE



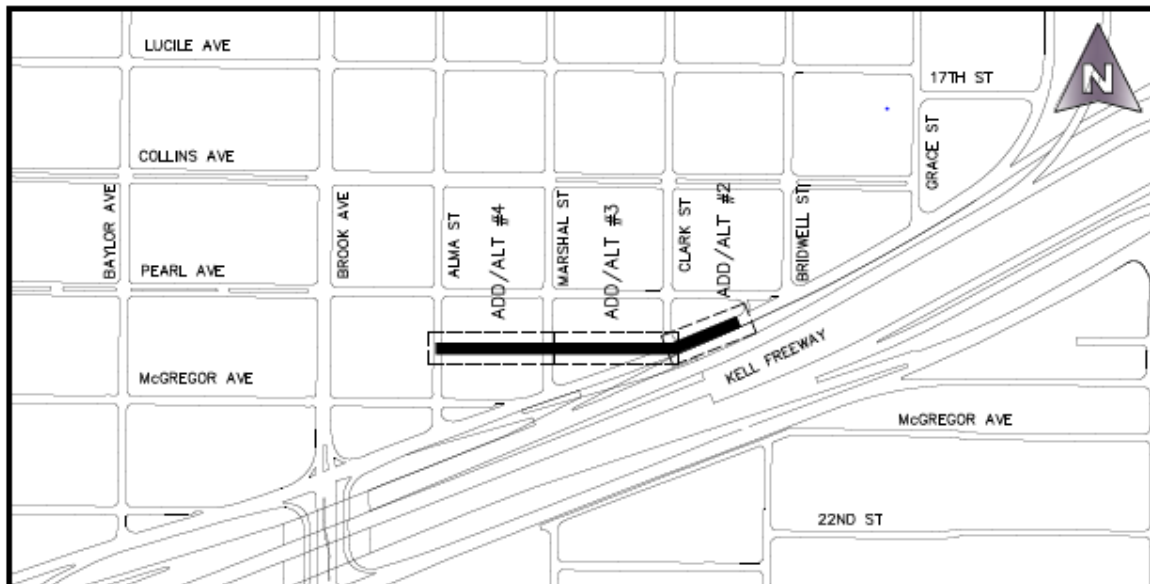
LIFT STATIONS 52 & 69
NOT TO SCALE

AGENDA MAP 1 OF 2

2023 SEWER BUDGET UTILITY IMPROVEMENT PROJECT - PHASE 2 CWF23-550-13



McGREGOR AVENUE (BASE BID)
NOT TO SCALE



McGREGOR AVENUE (ADD/ALTS)
NOT TO SCALE

AGENDA MAP 2 OF 2

Water Resource Committee Meeting 01/17/2022

- Meeting called to Order: 2:04pm
- Introductions
- Administration of Oaths of Office - Cheryl Nix , Glenn Barham, Tyson Traw, Shane FitzHenry and Robert Huezo
- Distribute and Discuss New Water Conservation/Drought Contingency Plans

Discussed the plan for the last drought

- Discuss current drought conditions
- Update on Reuse Projects
 1. Indirect Potable Reuse
 2. Modeling Spreadsheet
 3. Industrial Reuse
- Update on Lake Ringgold Project
- Conservation Outreach Materials
 1. New Social Media Campaign
- Other Business
- Adjourned: 3:43pm

Water Resource Committee Meeting

10/17/22

1) *Meeting Called to Order: 4:00pm*

2) *Drought Conditions*

Lake levels are currently sitting at 66.4%. Predictions are that the combined lake levels will reach 65% around November 7th, triggering Stage 1 of the drought. May ask council to trigger Stage 1 at the next City Council meeting depending on Lake levels.

3) *Reuse Update*

IPR has been running since July 2021 and has discharged 3 billion gallons to Lake Arrowhead.

Industrial Reuse has added 12.4 million gallons.

4) *Discuss Current Preparations by City Staff for Triggering Stage 1 Drought Watch*

A. *Preparations for Enforcement of Ordinance*

Currently working with the Municipal Court. Reviewed citation door hangers and have updated hangers ordered. We are currently just issuing warnings for violations.

B. *Social Media Campaign*

Currently working with PIO on improving our social media campaign. We will start posting weekly conservation tips on Facebook. As well as planning to add a daily reminder.

C. *Reverse Osmosis Element Replacement*

The RO contributed 12% in 2022. All six skids will be replaced with the goal of the RO contributing 20-25%.

D. *Coordination on Lake Kemp Operations*

Wichita County Water Improvement District #2 (WCWID) is shutting down the HQ Road Canal. Stage 1 of the drought has triggered already. They are 1 ft. away from triggering Stage 2 depending on Lake Kemp levels.

5) *Update on Lake Ringgold Project*

We are in the Contested Case hearing phase for Lake Ringgold. The draft permit issued in 2020. Due to Covid-19 in 2020-2021, the hearing is scheduled for August of 2023.

6) *Old Business*

None.

7) *New Business*

We will be shifting to a new water schedule to limit watering to 2x a week.

Typically Wastewater employees were deputized to issue water violation citations, considering using other water department employees as well.

8) *Set Next Meeting Date*

To be determined based on drought conditions and lake levels.

9) *Meeting Adjourned: 4:53pm*



WICHITA FALLS-WICHITA COUNTY PUBLIC HEALTH BOARD MINUTES

July 14, 2023

Wichita Falls-Wichita County Public Health District
1700 Third Street – Clements Conference Room
Wichita Falls, Texas

BOARD MEMBERS PRESENT:

Keith Williamson, M.D., Chair
Paris Ward, M.A.B.S.
Jered Harlan, D.V.M.
Melissa Plowman
Nichole Jefferson, RN
Tonya Egloff, D.D.S.
Raymond Forsythe

Physician – City Appointment
Citizen At-Large – City Appointment
Veterinarian – City Appointment
Restaurant Association – City Appointment
Registered Nurse – City Appointment
Dentist – County Appointment
Citizen At-Large – County Appointment

BOARD MEMBERS EXCUSED ABSENCE:

OTHERS PRESENT:

Amy K. Fagan, M.P.A.
Robert McBroom, M.D., FACP
Jim Johnson
Mark Beauchamp

Interim Director of Health
Health Authority
County Judge
County Commissioner

I. CALL TO ORDER

Dr. Williamson, Chair, called the meeting to order at 12:05 pm after a quorum of members attained.

II. APPROVAL OF MINUTES AND ABSENCES

Dr. Williamson called for the review and approval of the May 12, 2023 minutes.

A motion was made by Nichole Jefferson to accept the minutes and Raymond Forsythe seconded. The minutes were approved unanimously.

III. HEALTH DISTRICT STAFFING UPDATE

Dr. Williamson introduced Amy Fagan, Director of Health. Amy thanked him and said she was appointed by Darron Leiker, City Manager, on May 31st as Health Director.

Amy stated that some of the COVID funds have been rescinded and will not continue after the contract ends on December 31, 2023. There are 4 staff in the DIS program that is being cut. One person has left. We are trying to save the money and let it carry us forward into next year. DSHS has asked CDC for an extension of funds or reallocation of funds. The program is very important. There are outbreaks all over Texas. Our STI numbers are up. The staff does intervention work to get people tested and treated. It is a sad update, but hopefully there will be a resolution.

The Assistant Health Director position should be open by the end of the month and posted. Maybe she will be able to introduce the new Assistant Health Director at the next meeting.

IV. 88th LEGISLATIVE SESSION UPDATE

James McKechnie, Deputy City Attorney, spoke about House bill 1750.

During the 88th Legislative Session, House Bill 1750 was passed by both the House and Senate and subsequently signed into law by Governor Abbott on 6/2/23, with an effective date of 9/1/23. The bill does the following:

- 1) Expands the definition of "Agricultural operation" to include the following: growing vegetation for human food, animal feed, livestock forage for wildlife management, etc. The definition already included raising or keeping livestock or poultry.
- 2) Defined "Governmental requirement" as any rule, regulation, ordinance, zoning, license or permit requirement, or other requirement or restriction enacted or promulgated by a county, city, or other municipal corporation that has the power to enact or promulgate the requirement or restriction.
- 3) Amends Section 251.005© of the Agriculture Code to read as follows: (2) applies to an agricultural operation located in the corporate boundaries of the city only if the governmental requirement complies with section 251.0055, which reads as follows:

Limitations on city governmental requirements applicable within corporate boundaries.

House Bill 1750 states there will need to be a report written to address public health issues. The bill states if you are going to have regulations you will need a report to show clear and convincing evidence why you will have the regulations and how it will protect the citizens and property. The Health District would like to write a report.

Amy spoke and explained the Health Districts position. The report will help the Health District keep the current restrictions regarding livestock and poultry within the city limits for the protection of the citizens. We need to be clear and consistent on the issues. We have a week to respond.

What this bill calls for is a resolution by City Council if they want to look at and approve the Health Officials report indicating the need and if the City Council agrees with the resolution they can pass the resolution and we can retain our stricter requirements. That is our understanding and interpretation from this bill. It needs to be evidence based and we have lots of evidence.

Amy passed out an executive summary draft of what will be in the larger report. Dr. McBroom has agreed to review, add to and additionally sign as our local Health Authority and Medical Director.

Dr. McBroom asked if there was a threshold for how many large or small animals constitute an agriculture operation versus having a pet or hobby. James McKechnie, Deputy City Attorney and Nicki Bacon, Administrator for Wichita Falls Animal Services stated no it does not.

Amy asked as a Board do you have any input, do you feel this is a good way forward, do you have any suggestions as to how to move forward differently? The challenge becomes with the 5 or 6 weeks we have in order for it to be on the City Council agenda in the month of August it needs to be prepared by August 2nd in order for it to be on the August 15th agenda.

Amy asked for the Boards thoughts and feedback on this before proceeding.

Dr. Jared Harlan asked for clarification on what happens. Amy explained.

Ray Forsythe asked who would do the inspections. Nicki Bacon answered that Animal Services would.

Amy asked if the Board felt this was a good direction to take for the city limits for the City of Wichita Falls. The Board answered yes.

Dr. Williamson asked for a motion to support the overview and plan of action that is presented in the Executive Summary. Melissa Plowman made a motion to accept and Paris Ward seconded to keep the current restrictions the same. Dr. Williamson took a vote and motion was approved unanimously.

James talked about other House Bills 2127 and 876.

V. VECTOR CONTROL PROGRAM TECHNOLOGY

Dr. Williamson introduced Andrew Skinner, Environmental Sanitarian.

Amy gave an introduction for his slides about Vector Control and spoke about what Vector Control does.

Drew showed slides and talked about the focus on preventing vector borne diseases. Mosquitoes are the primary insect disease vector works to control locally. There are many different types of mosquitoes but the program focus on controlling *Culex quinquefasciatus*, the local vector of West Nile Virus. They have a large jurisdiction, separated into 32 City & 15 County Mosquito sectors.

West Nile Virus primarily affects birds. Bird to Bird transmission.

About 80% of infected people have no symptoms.

Febrile illness - About 1 in 5 develop fever, headache, body aches, joint pains, vomiting. Recovery in a few weeks to a few months.

Neuroinvasive illness – About 1 in 150 develop symptoms affecting Central Nervous System.

Encephalitis (inflammation of the brain) or meningitis (inflammation of the membranes that surround the brain and spinal cord).

1 in 10 people who develop neuroinvasive symptoms die.

Others with permanent CNS damage

The *Culex quinquefasciatus* prefers to breed in nasty, stinky water. It emerges at dusk and feeds through the night. It will lay 250-300 eggs that hatch at the same time called a "Brood". From egg to adult is 7 – 10 days.

Vector Control uses Gravid Traps to attract female mosquitoes that have taken a bloodmeal and are ready to lay eggs. They are sent to the lab in Austin to test for West Nile Virus. Vector Control treats different areas where there is standing water and mosquitoes are present. They use Bti granules, S-methoprene pellets and water soluble pouches. They also spray which is the most expensive and least effective but, highly visible and useful in specific situations such as where there is West Nile Virus positive mosquitoes are and breeding places.

Vector Control has developed a map that is on the City website. It shows problem areas and is divided into Mosquito sectors. The ArcMap tracks exact locations of known *Culex* breeding sites through systematic sampling, identification and recordkeeping. It also increases program efficiency and transparency with better communication with the public in form of visual maps. ArcMap is a good place to look for more information and is updated weekly.

Amy mentioned the ArcMap is also on the Health District web page.

VI. NEXT MEETING DATE

Next meeting will be September 8, 2023.

VII. ADJOURN

Dr. Williamson adjourned the meeting at 1:05.

Signature

Keith Williamson, MD

*Print - Keith Williamson, MD, Chair, Tonya Egloff, D.D.S., Vice-Chair, Paris Ward, MA, BS,
Secretary*

MINUTES
LAKE WICHITA REVITALIZATION COMMITTEE
August 8, 2023

PRESENT:

David Coleman, Chair
Steve Garner, Vice Chair
Sharon Roach
Matt Marrs

■ Members

Terry Points, Parks Administrator

■ Staff

Wes Dutter, TP&W
John Pezzano, Lakeside City resident

■ Guests

ABSENT: Alison Sanders, Kari Shaw, Michael Battaglino
Alicia Castillo, Austin Cobb, Rick Hernandez, Tim Brewer

1. **Call to Order:** David called the meeting to order at 1:05 pm and introduced John Pezzano, a former member of the LWRC. David informed the group that both Ford Swanson and John Strenski have submitted their resignations from the LWRC. Additionally, John Strenski resigned as City Administrator of Lakeside City, which complicates our ability to manage our Wells Fargo checking account.
2. **Approval of Minutes:** June meeting minutes were approved unanimously.
3. **Project Updates:**
 - 3.a. **Veteran's Plaza Project:**

The City Project Manager has prepared a Change Order to the MPC contract to raise the saluting soldier statue approximately 2 feet, and the Committee voted unanimously to approve the cost of \$3,500 using the funds already in the City account (which leaves a balance of approximately \$6,500.)

Terry mentioned that the City will be mowing the Veterans Plaza weekly, and Steve put Terry in touch with a Veteran volunteer who would like to do regular cleaning of the monuments.

David stated that he is part of a group who wants to bring more recognition to Thomas W Fowler, a Wichita Falls native who was awarded the Medal of Honor and is buried at Crestview cemetery. The goal is to erect a new monument at the entrance to the cemetery, make his gravesite more notable, upgrade the memorial at Fowler Elementary, and recognize him at the Veterans Memorial Plaza. The Committee unanimously approved a cost of \$4,200 to erect a marker alongside the walkway similar to the Soldier's Prayer marker, with a black granite face engraved with a likeness of Thomas Fowler, noting him to be a recipient of the Medal of Honor. David will work with the Fowler family members to get their input, and bring a proposal back to the group for discussion and approval.

August 8, 2023

3.b. Lake Deepening:

David stated that the 150 acre site on the south side of the Lake is a viable site for a dredging spoils settling basin. Steve will check out a 90 acre site on the west side of the Lake, to see if it's feasible. David summarized his discussion with the Tulsa Corps of Engineers regarding the Section 1135 Grant program, which exists to modify existing Corps projects for environmental restoration and ecosystem improvement. These grants are 65% Corps and 35% local, with a max Corps contribution of \$10 million, which makes a max overall project cost of approximately \$13 million. This would be adequate for Phase One of the Lake Wichita deepening, so David will pursue a meeting with City Leadership to discuss this potential project.

3.c. Former Yacht Club Rehabilitation: Development of this project will be tied into the upcoming Parks Master Plan update.

3.e. Lakeside City Boat Ramp Dredging Project: The project is complete, with a final cost of \$3,877.50. The contractor has not yet been paid, so David will work with Corey Glassburn, Mayor of Lakeside City, to get this bill paid.

4. Discussion of Brick Sales and Fundraising Initiatives: David stated that the City Clerk's office has established a process and pricing to engrave the blank bricks that were installed in the Plaza walkway. David has requested the City PIO to publicize the process and the form, and the group agreed we should place a sign at the Veterans Plaza. So far, we have 10 orders for brick engraving, and David will contact Austin Stone & Monument to get the work moving.

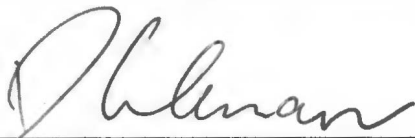
5. Other Business Matters:

The Committee voted unanimously to recommend that City Council appoint Adam Arruda to the vacant Wichita Falls seat, and John Pezzano to the vacant Lakeside City seat on the Committee. David will contact Marie Balthrop to request this action be placed on the next City Council meeting agenda.

Terry announced the repaving work on the Lake Wichita Park parking lot is scheduled to begin on 16 August.

David informed the group that our PayPal balance is \$23,768.85 and our checking account balance is \$3,700.35

6. Adjournment: The meeting adjourned at 2:03 pm.



David Coleman, Chair

12 Sep 2023
Date

August 8, 2023

CITY COUNCIL AGENDA
September 19, 2023

ITEM/SUBJECT: Resolution authorizing the City Manager to Execute a Raw Water Purchase contract with Oklaunion Power Station LLC.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Accelerate Economic Growth

STRATEGIC OBJECTIVES: ...Pursue Recruitment of High-Value Businesses

COMMENTARY: On January 1, 1977, the City and the Wichita County Water Improvement District #2 (District) entered into a raw water purchase agreement with West Texas Utilities to provide up to 20,000 acre-feet of water per year of cooling water for the power plant to be constructed in Oklaunion. The raw water is supplied through the Lake Kemp/Diversion system. Since 1977, ownership of the power plant site has changed several times, with the last sale of the property being to Oklaunion Power Station LLC (OPS). The power plant has been off-line since early 2020 and remains off-line today. While OPS investigates the financial feasibility of converting the existing coal fired power plant to a cleaner gas fired power plant, they have entered into negotiations with a company to produce “green” hydrogen. This new hydrogen plant would be located on or near their existing 1,700 ac site.

The existing raw water contract specifies the water can only be used for cooling purposes of the coal fired power plant and does not allow for other uses of the water. Therefore, the new owners have requested the contract be modified to allow the water to be used for other industrial purposes. City staff and the Manager of the District have been in negotiations with OPS since 2021 to modify the existing water agreement to allow other uses of the water. A comparison of the existing contract conditions and the new contract conditions are listed below:

Existing 1977 Agreement

- Volume 20,000 ac-ft/yr
- Minimum Payment \$1.0M/yr
- Rate \$0.40 /1000gals
- Rate increase (other power plants)
- \$2.0M termination fee
- Term 60 yrs (Exp 2037)
- Power generation only

New Agreement

Volume 20,000 ac-ft/yr
Minimum Payment \$1.0M/yr
Rate \$1.30/1000 gals
Rate increase based on CPI
\$2.0M termination fee
Term 40 yrs
Power and other industrial uses

Staff, the District Manager, and OPS believe the new contract conditions are beneficial to all parties. The District approved the agreement at their August 15, 2023 Board Meeting and therefore, staff is recommending approval today.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution , Contract

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to Execute a Raw Water Purchase contract with Oklaunion Power Station LLC

WHEREAS, the City of Wichita Falls has historically provided raw water to the Oklaunion power plant previously owned by American Electric Power; and

WHEREAS, American Electric Power has sold the facilities to Oklaunion Power Station LLC (OPS); and

WHEREAS, OPS desires to expand the use of the raw water to include industrial process water; and

WHEREAS, the City has agreed to allow for these expanded uses of the water.

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

The City Manager is authorized to execute the Raw Water Purchase contract with Oklaunion Power Station LLC in a form as attached and approved by the City Attorney.

PASSED AND APPROVED this the 19th day of September 2023.

MAYOR

ATTEST:

City Clerk

**OKLAUNION POWER STATION, L.L.C.
RAW WATER PURCHASE CONTRACT**

THIS CONTRACT for the sale and purchase of raw water (the "Contract") is entered into as of the ____ day of _____, 2023, (the "Effective Date") between the City of Wichita Falls, Texas ("City"), Wichita County Water Improvement District #2, hereinafter referred to as "Owners," and Oklaunion Power Station, LLC hereinafter referred to as "Customer."

WHEREAS, Customer is a Texas limited liability company legally authorized to do business in the State of Texas, which desires to purchase from the Owners raw water for certain industrial uses, all as more particularly provided in Section 1.0 below; and

WHEREAS, said water will be taken from Lake Kemp/Lake Diversion System ("Water") at a diversion point located at Lake Diversion (as more specifically provided in Section 1.1 below) in amounts hereinafter specified; and

WHEREAS, Owners, pursuant to Certificate of Adjudication No. 02-5123, are entitled to divert and use the water of Lake Kemp, and the diversion and use of the water by Customer from Lake Kemp will affect the water rights of the Owners in Lake Kemp; and

WHEREAS, on January 1, 1977, the Owners and West Texas Utilities Company entered into an agreement (the "1977 Water Contract") to purchase up to 20,000 acre-feet of water per year for the use of a coal power plant being constructed by said company; and

WHEREAS, AEP Texas, Inc., a Delaware Corporation ("AEP") was the successor to West Texas Utilities Company and AEP assigned all of all of its rights, titles, interests and duties under the 1977 Water Contract to Customer; and

WHEREAS, this Contract replaces all prior contracts, including but not limited to the 1977 Water Contract, between the parties relating to the purchase of Water from the Lake Kemp/Lake Diversion System and such prior contracts shall have no further effect; and

WHEREAS, by resolution of the Wichita Falls City Council enacted on September 19, 2023, and by resolution of the Board of Directors for the Wichita County Water Improvement District #2 enacted on August 15, 2023, they each respectively authorized the purchase of Water by Customer under the terms of this mutually agreed upon Contract; and

WHEREAS, this Contract is a raw water contract authorized pursuant to Texas Water Code § 11.036 under the jurisdiction of the Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, Customer is required by TCEQ regulations to comply, implement and enforce the Owners' Water Conservation and Drought Contingency Plans, as may be amended by Owners, whichever is most restrictive, through all subsequent sales of Water, and shall include such obligation in any subsequent contract for sale that Customer may execute with any third party purchaser of Water.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for value received, Owners and Customer mutually agree to the following, to wit:

1.0. Diversion and Use Authorized. Owners will sell to Customer, and Customer will purchase from Owner, the raw water being provided under this Contract (“Water”) pursuant to the terms and provisions of this Contract. Customer shall only use the Water for industrial purposes as defined in Section 297.1(25) of 30 Texas Administrative Code, including but not limited to electrical generation (excluding hydroelectric), and the production and storage of industrial gasses. Customer shall not be allowed to use or resell the Water for agricultural use or municipal water use or supply. The place of use of Water shall be restricted to the property identified by a map and metes and bounds included in Exhibit A (the “Property”). Tract One in Exhibit A is identified as the original property (“Oklaunion Property”) purchased by OPS. Tract Two is an additional 800 acres (more or less) which is solely for the green hydrogen project. Use of Water on Tract Two shall be limited to the production, processing, liquefaction, and storage of industrial gases, and only to the extent the lands in Tract Two are owned or controlled by Felix 3, LLC or its successors and assigns; Water provided under this Contract shall not be used on Tract Two for any other purpose. Customer shall have the right without the approval of Owners to resell the Water to third parties on any terms and conditions acceptable to Customer; provided, however, the Water may only be used for the purposes provided in this Section and may only be used on the Property.

1.1. Diversion Point. The diversion point and point of delivery (collectively referred to herein as the “Diversion Point”) of the Water from the Owners shall be at the Customer’s raw water Intake Structure at Lake Diversion. Included as Exhibit B is map depicting the location of the Diversion Point. Any change in the existing Intake Structure and location of the raw water line shall be with the approval of City Public Works Director and the General Manager of the Wichita County Water Improvement District #2, which approval shall not be unreasonably withheld, conditioned or delayed, and at the sole expense of the Customer.

1.2. Maximum Delivery Obligation. Customer shall purchase Water from the Lake Kemp/Lake Diversion System in such quantities as it desires up to, but not more than, 20,000 acre-feet of Water per Water Year (as herein defined). The Maximum Annual Quantity of Water to be diverted from the water supply system by Customer from the Lake Kemp/Lake Diversion System shall not exceed **20,000 acre-feet** per year (“Annual Quantity”) in any Water Year unless a greater amount is approved in writing by Owners. “Water Year” means the period between January 1 of each calendar year through December 31 of that calendar year. The Annual Quantity is calculated as the amount of Water Customer consumes in each monthly billing cycle during a Water Year. Customer shall not take more than the Annual Quantity without prior written consent of Owners. Customer agrees that, except as provided herein, Owners are under no obligation to provide Customer with a sufficient amount of Water for Customer to meet its minimum production, storage, service pump, or pressure maintenance requirements, or any other requirements imposed on Customer under 30 Texas Administrative Code, or any other requirement of law. Customer also agrees that Owners are under no obligation to increase any of its water utility infrastructure or capacity in order to satisfy any of the provisions of this Contract.

1.3. Metering.

a. Customer shall furnish, install, operate and maintain at its own sole expense at the Diversion Point, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring and recording the quantity of Water diverted. Owners and Customer shall agree on the type of any replacement meter before purchase by Customer. Metering equipment shall be calibrated by Customer whenever requested by Owners, but not more frequently than once every 12 months. Within 30 days after such calibration, Customer shall furnish a certification of such calibration to the Owners. A meter registering not more than 2% above or below the rated capacity of the meter shall be deemed accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the 12 months

previous to such test in accordance with the percentage of inaccuracy found by such tests and existing records. If any meter fails to register for any period, and if check meters or other meter readings are not available as a resource for calculation, then the amount of Water furnished during such period shall be deemed to be the amount of Water diverted in the corresponding period immediately prior to the failure, based on existing records unless Owners and Customer shall agree in writing upon a different amount. If Customer's measuring equipment is out of service for 30 consecutive days or more, Owners may purchase, install and maintain any required measuring equipment, as determined by Owners, and charge the expense therefore to Customer.

b. During any reasonable business hours, Owners shall have access to the metering equipment. Owners shall further have access to all records pertinent to determining the measurement and quantity of Water actually delivered. Customer agrees that Owners may furnish, install, operate and maintain check meters, should Owners so choose. Customer also agrees that the design and construction of its diversion facility and metering equipment will facilitate Owners' installation and operation of check meters. Should check meters be installed by Owners, then if any of Customer's meters fail to register for any period, then the amount of Water furnished during such period shall be deemed to be the amount of Water as registered by such check meter.

c. Customer will be responsible for reading the raw water meter on the first Business work day of each month during the term of this Contract. Customer and Owners shall have free access to read meters daily if they so desire. Owners will provide Customer, no later than the 10th day of each month, with an itemized statement showing the amount of Water metered to Customer during the preceding month and the resulting charges. Customer shall pay to Owners the amount of the itemized statement no later than the 20th day of the month in which the charges are incurred. Customer will remit 50% of the amount owed to the City and 50% to the Wichita County Water Improvement District #2.

d. "Business hours" are defined as between the hours of 8:00 a.m. and 5:00 p.m. CST. "Business work day" is defined as week days that exclude federal and state holidays, and Saturdays and Sundays. Any day specified for performance under the terms of this Contract that falls on a weekend or holiday shall be performed not later than the conclusion of the next successive Business work day.

1.4. Reporting of Withdrawals. Customer is required to report withdrawals in accordance with applicable state rules to the appropriate regulatory agencies. Customer is required to furnish annual reports to Owners.

1.5. Plans and Specifications Approval. Plans and Specifications for new or additions to existing intake structure and pumping facilities shall be approved by the Owners, such approval not to be unreasonably withheld, conditioned or delayed, before advertising for construction, such approval being for factors that may affect the Owners' operation and use of the reservoir and environs.

2.0. Base Rate and Minimum Charge. For Water actually diverted to Customer at the Diversion Point, Customer will pay Owners at the "Base Rate" of \$1.30 per one thousand (1,000) gallons, on a monthly basis for water diverted, or at least an annual minimum charge of One Million Dollars (\$1,000,000.00) per Water Year beginning January 1, 2024. If the cumulative amount of monthly payments by Customer for any Water Year is less than One Million Dollars (\$1,000,000.00) (the "Minimum Charge"), then on or before January 10 following such Water Year, beginning with January 10, 2025, Customer shall pay the difference between

Page 3 of 9

the amount of Water actually purchased, consumed or used during said Water Year and the amount of the Minimum Charge.

2.1. Annual Changes to Water Rates. The Base Rate shall be adjusted annually to reflect increases in the Consumer Price Index-All Urban Consumers for the U.S. City Average (Base Period 1982-84:100) ("CPI") as computed by the United States Department of Labor, Bureau of Labor Statistics (the "Bureau"), or any other agency succeeding to the Bureau's function of computing the CPI. The new Base Rate will become effective at the beginning of each Water Year (January 1). Adjustment to the Base Rate does not constitute an amendment to the Contract.

2.2. Disputed Water Rates. Customer stipulates and agrees that the rate, rate setting method, and rate adjustment in this Contract are just, reasonable, and without discrimination.

2.3. Additional Charges. Customer is a for-profit private business entity and will pay all Texas state sales tax that it is legally obligated to pay on all Water purchased. Owners will collect this sales tax and remit it to the State; provided, however, that Customer shall first have the right to apply for and/or assert any applicable tax exemptions before such sales tax amounts are collected from Customer. In the event that any sales or use taxes, or taxes, assessments, or charges of any similar nature are imposed on purchasing, diverting, storing, delivering, gathering, impounding, taking, selling, using, or consuming the Water received by Customer from the Diversion Point, the amount of the tax, assessment, or charge shall be borne by Customer, in addition to all other charges, and whenever Owners shall be required to pay, collect, or remit any tax, assessment, or charge on Water received by Customer, then Customer shall promptly pay or reimburse Owners for the tax, assessment, or charge in the manner directed by Owners.

2.4. Default in Payments. All amounts due and owing to Owners by Customer shall, if not paid when due, bear interest at the Texas post-judgment interest rate set out in Texas Finance Code § 304.003, or any successor statute, from the date when due until paid. If any amount due and owing by Customer to Owners is placed with an attorney for collection, Customer shall pay to Owners, in addition to all other payments provided for by this Contract, including interest, Owners' reasonable collection expenses, including court costs and attorneys' fees. Owners may, upon not less than 10 days' prior written notice and to the extent permitted by law, suspend delivery of Water from the Diversion Point to Customer if Customer remains delinquent in any payments due hereunder for a period of 60 days ("Payment Default") and shall not be required to resume delivery of Water while Customer is in Payment Default. In the event of a Payment Default, Owners may pursue all legal remedies against Customer to enforce and protect the rights of Owners, Owners' customers, and the holders of Owners' bonds. It is understood that the foregoing provisions are for the benefit of the holders of Owners' bonds. At Owners' option (and following suspension), Owners may terminate this Contract if any such Payment Default is not cured within 90 days after Customer has been provided with written notice of the Payment Default.

3.0. Water Shortages. In the event of an extended shortage of Water, or the supply of Water available to Owners is otherwise diminished over an extended period of time so that it becomes necessary to ration water sold to citizens of City or the agricultural customers of the Wichita County Water Improvement District #2, the supply of Water to Customer shall be reduced or diminished in the same ratio or proportion as the supply to the citizens of City is reduced or diminished pro rata in accordance with Texas Water Code § 11.039. Customer agrees that once the storage capacity reaches 50,000 acre feet in the Lake Kemp/Lake Diversion System, that 50,000 acre feet is solely for the purpose of use by Owners for municipal purposes. If Customer fails to implement restrictions that emulate or exceed either Owner's Drought Contingency Plans, as may be amended by the Owners, whichever is most restrictive, when trigger conditions occur, then

City's City Manager or the General Manager of Wichita County Water Improvement District #2 is authorized to institute rationing pursuant to this Contract, as well as enforce any contractual, statutory, or common law remedies available to City or Wichita County Water Improvement District #2 necessary to protect the public welfare.

4.0. Rules and Regulations. This Contract is subject to such rules, regulations, or laws as may be applicable to agreements in the State of Texas; Owners and Customer will collaborate in obtaining such permits, certificates, or the like, as may be required to comply herewith;. Customer shall solely bear the cost of its own compliance.

4.1. Access. Owners and Customer shall have reasonable access to easements, and rights-of-way, together with rights of ingress and egress across each other's land for the life of this Contract and any extensions thereof for water intake structures and water discharge structures, for water intake and discharge canal or canals and/or pipelines, pumping equipment, cables, and for dredging water intake and discharge canals.

4.2. Recirculation Prohibited. Customer is prohibited from recirculating water back into the Lake Kemp/Lake Diversion System for any reason.

5.0. Term. This Contract shall extend for a term of **40 years** from the date of Contract execution. Customer shall have the right to terminate this Contract upon written notice at any time. Customer shall pay a one-time cancellation fee of Two Million Dollars (\$2,000,000.00). Owners may cancel this Contract at any time during any term of the Contract if the Customer breaches any covenant herein (other than the payment obligation in Section 2.4), and such non-monetary breach continues for 90 days after Owners give Customer written notice of such Default. If such non-monetary Default is of the type that cannot reasonably be cured within a 90-day period, then the parties shall agree on a longer period as reasonably necessary to effect a cure, provided Customer initiates such cure within 90 days and thereafter diligently proceeds with such cure until completion. The cancellation fee shall be remitted as follows: 50% to the City of Wichita Falls, and 50% to the Wichita County Water Improvement District #2.

6.0. No Assignment or Discrimination. This Contract shall not be assignable by any party without the approval of all the other parties, which approval shall not be unreasonably withheld, conditioned or delayed. Owners hereby agree that Felix 3, LLC shall be an approved assignee in the event of a default by Customer under this Contract and a demonstration by Felix 3, LLC that it possesses a valid right to acquire ownership or control of (i) Customer's rights under this Contract, and (ii) the infrastructure necessary to deliver water hereunder. The parties hereto shall not discriminate against any employee or applicant for employment or service because of race, religion, color, sex, national origin, age, or handicap.

7.0. Independent Contractor. This Contract is intended to create an independent contractor relationship, and the employees of each party shall never be considered the employees of the other party.

8.0. Notices to Customer. Notices by the parties to each other shall be written and be provided to:

_____	City of Wichita Falls
_____	Director of Public Works
_____	1300 7 th Street
	Wichita Falls, Texas 76307

Wichita County Water Improvement District #2
General Manager
402 East Scott Avenue
Wichita Falls, Texas 76301

If a document is sent via certified U.S. mail, notice shall be considered received by the Customer if a representative of the Customer fails to sign for or accept said document within 5 days after receipt thereof.

9.0. Title to Water. Title for liability purposes to all Water supplied hereunder to Customer shall be in Owners up to the Diversion Point, at which point title shall pass to Customer. Customer will not obtain any water rights, but may use and reuse any wastewater effluent flows resulting from the Water supplied pursuant to this Contract or the continuation thereof on the Property as specified in Exhibit A.

10.0. Compliance with Rules of Texas Commission on Environmental Quality (TCEQ or the Commission). The effectiveness of this Contract is dependent upon Owners and Customer complying with the rules of the TCEQ (or its successor agency), specifically including the rules codified as Texas Administrative Code, Title 30, § 295.101 as of the Effective Date of this Contract. Within 3 business days of the Effective Date of this Contract, Owners will file a signed copy of this Contract with the Executive Director of the Commission as required by the rules of the Commission. Customer may continue diverting Water from the Diversion Point unless Owners notify Customer that Owners have received written notification from the Commission that a copy of this Contract has been received by the Commission but not accepted for filing. Customer shall submit written reports annually to the Commission, with a copy to Owners regarding the quantity of Water Customer diverts, on forms provided by the Commission.

11.0. Owners and Customer Right to Execute Other Water Supply Contracts. Owner maintains its right to enter into any other water supply contracts without restriction. Customer may enter into water supply contracts consistent with the uses and place of use restrictions specified in this Contract.

12.0. Location and Quantity of Water. Water supplied by Owners to Customer under this Contract shall be Water stored by Owners in the Lake Kemp/Lake Diversion System and from no other source, unless Owners, at their sole discretion, decide to supply water from another source available to Owners. Owners and Customer hereby agree that Customer shall have no right or entitlement to any portion of Owners' water in the Lake Kemp/Lake Diversion System after the expiration of the Term of this Contract. Owners will use their best efforts to provide Water to Customer in accordance with the terms of this Contract. Owners' agreement to provide Water to Customer shall not be deemed a guarantee on Owners' part that any particular quantity of Water will be available, and the quantity of Water taken shall at all times be subject to the right of Owners to reduce said quantity of Water as Owners, in their sole judgment, may deem necessary in order to meet Owners' commitments under its existing contracts, comply with any order of any court or administrative body having appropriate jurisdiction, reduce flooding, or prevent injury.

Customer recognizes Owners' rights to maintain and operate the reservoirs owned or used by Owners and its water transportation facilities and at any and all times in the future to impound and release waters thereby in any lawful manner and to any lawful extent Owners may see fit, and, except as otherwise provided herein, there shall be no obligation hereunder upon Owners to release or not to release any impounded waters at any time or to maintain any waters at any specified level. Further, if the permitted yield of the Lake Kemp/Lake Diversion System or the authorized quantity of the diversion is reduced by TCEQ, Owners reserves the right to decrease the Contract quantity by a like percentage.

Customer is solely responsible for all losses from transportation and evapotranspiration after the Water passes through the Diversion Point from the Lake Kemp/Lake Diversion System.

13.0. Raw Water Quality. THE WATER WHICH OWNERS OFFER TO SELL TO CUSTOMER IS NON-POTABLE, RAW, AND UNTREATED. CUSTOMER HAS SATISFIED ITSELF THAT SUCH WATER IS SUITABLE FOR ITS NEEDS. OWNERS EXPRESSLY DISCLAIM ANY WARRANTY AS TO THE QUALITY OF THE RAW WATER OR SUITABILITY OF THE RAW WATER FOR ITS INTENDED PURPOSE. OWNERS EXPRESSLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY AND FITNESS. CUSTOMER AGREES THAT ANY VARIATION IN THE QUALITY OR CHARACTERISTICS OF THE RAW WATER OFFERED FOR SALE AS PROVIDED BY THIS AGREEMENT SHALL NOT ENTITLE CUSTOMER TO AVOID OR LIMIT ITS OBLIGATION TO MAKE PAYMENTS PROVIDED FOR BY THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE CONTAINED IN THIS AGREEMENT.

14.0. No Third-Party Beneficiaries.

This Contract shall inure only to the benefit of the parties hereto, and third persons not privy hereto shall not, in any form or manner, be considered third-party beneficiaries of this Contract. each party hereto shall be solely responsible for the fulfillment of its customer contracts or commitments, and Owners shall not be construed to be responsible for Customer's contracts or commitments by virtue of this Contract or any provision contained herein.

15.0. Choice of Venue.

All acts performable under the terms of this Contract and all amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Wichita County, Texas, said Wichita County, Texas, being the place of performance agreed to by the parties to this Contract. In the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought solely in Wichita County, Texas.

16.0. Insurance and Indemnity. Customer shall continuously maintain valid liability insurance covering all of its operations of at least \$500,000 per incident and \$1,000,000 in the aggregate, naming the City and the Wichita County Water Improvement District #2 as an additional insured and providing a waiver of subrogation in favor of the City and the Wichita County Water Improvement District #2. Customer shall provide the City and the Wichita County Water Improvement District #2 with copies of the policy and certificate of insurance within 72 hours of the City's or the Wichita County Water Improvement District #2's demand for a copy of said policy and/or certificate. The Customer's failure to maintain such insurance and endorsements as required above shall constitute a breach of this Contract. **IF CUSTOMER FAILS TO MAINTAIN SUCH INSURANCE, THEN CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND THE WICHITA COUNTY WATER IMPROVEMENT DISTRICT #2 AND THEIR ELECTED AND APPOINTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "OWNER-INDEMNIFIED PARTIES") FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION INCLUDING ATTORNEYS' FEES AND EXPENSES BROUGHT FOR ANY INJURIES TO PERSONS OR DAMAGES TO PROPERTY IN CONNECTION WITH THE PERFORMANCE OR ATTEMPTED PERFORMANCE OF THIS CONTRACT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OWNER INDEMNIFIED PARTIES). CUSTOMER SHALL FURTHER INDEMNIFY THE OWNER-INDEMNIFIED**

PARTIES FOR ANY LIABILITY OCCURRING AS A RESULT OF THE CUSTOMER'S NEGLIGENCE OR WRONGFUL ACTS OR OMISSIONS.

17.0. Signs and Warning Devices. Customer shall have the duty to erect and maintain signs or other devices warning of any danger to third persons upon any facility or portion of the power plant or portion of the power plant operation which is located upon or in the Lake Kemp/Lake Diversion System or the property of the Owners. Provided, however, that the foregoing sentence shall inure to the benefit of the Owners only and shall not serve to enhance or establish the liability of Customer to any such third party.

18.0 Hold Harmless. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS OWNERS FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION ARISING BY VIRTUE OF THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ANY OF SUCH CUSTOMER FACILITIES WHICH ARE LOCATED UPON OR IN THE LAKE KEMP/LAKE DIVERSION SYSTEM OR OTHER PROPERTY OF OWNERS, EXCEPT TO THE EXTENT OF THE OWNERS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

19.0 Dredging Rights. Customer shall have dredging rights to the extent reasonably necessary to effectuate circulation; provided that, everything dredged from the bottom of the lake will be removed by Customer and handled and disposed of in compliance with all applicable local, state, and federal law and regulations to Owners' reasonable satisfaction and at Customer's expense.

20.0. Amendments to be in Writing. The parties to this Contract agree that they have read all provisions of this Contract and any exhibits hereto. This Contract and any exhibits hereto are the complete and exclusive statements of the terms agreed upon, superseding all prior agreements or statements, either written or oral. No modification, amendment, or addition to this Contract is valid unless in writing and signed by all parties.

21.0. Severability. If any of the provisions of this Contract (other than the rates and obligation to pay for the Water) shall be invalid or unenforceable, same shall not invalidate or affect the validity and enforceability of any other provision, which provisions shall remain in force and effect.

22.0. No City or Wichita County Water Improvement District #2 Liability. Owners shall never be liable to Customer for any shortage of Water, failure of any part of system, condition of the Water, strike, disaster, government action, or any other condition that affects Water supply or usefulness for any purpose, except to the extent caused by Owners' gross negligence or willful misconduct. Owners disclaim any and all warranties with respect to the Water supplied pursuant to this Contract.

23.0. No Waiver. Failure of either party to enforce a provision of this Contract shall not waive any future right to enforce that provision.

24.0. Interpretation and Recitals. This Contract shall be considered to be mutually drafted in accordance with negotiation between the parties hereto. Accordingly, it shall not be interpreted against either party on the basis that said party supplied its language.

25.0. Exhibits and Recitals Incorporated. The recitals and exhibits of this Contract are true and correct and are hereby incorporated into the body of this Contract as though fully set forth in their entirety herein.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this Contract to be duly executed in three counterparts, each of which shall constitute an original.

Oklahoma Power Station, L.L.C.

City of Wichita Falls

Darron Leiker, City Manager

Wichita County Water Improvement District #2

Kyle Miller, General Manager

(seal)

(seal)

ATTEST:

ATTEST:

Marie Balthrop, City Clerk

APPROVED AS TO FORM:

Kinley Heggland, City Attorney



WO#23-0607

BASIS OF BEARINGS ARE NAD 83 - TEXAS NORTH CENTRAL

Rev. S. J. 9/12/23

BOUNDARY SURVEY OF TWO TRACTS OUT OF
SECTIONS 22, A-766, 23, A-378, 33, A-383, 34,
A-744, 39, A-386, 40, A-1068 AND 41, A-387,
H. & T. C. RAILROAD COMPANY SURVEY, BLOCK 14,
WILBARGER COUNTY, TEXAS

CORLETT, PROBST & BOYD, P.L.L.C.
ENGINEERS & SURVEYORS 4605 OLD JACKSBORO HIGHWAY
PH. (940)723-1455, FAX (940)397-0549 WICHITA FALLS, TEXAS, 76302

EXHIBIT A

TRACT 1 FIELD NOTES

FIELD NOTES OF 1937.07 ACRES BEING ALL OF SECTIONS 33, A-383 AND 40, A-1068 AND A PORTION OF SECTIONS 34, A-744, 39, A-386 AND 41, A-387, H. & T.C. RAILROAD COMPANY SURVEY, BLOCK 14 WILBARGER COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found in concrete at the Southeast corner of said Section 33 and the Northeast corner of said Section 34, also being in the most Easterly line of this tract;

THENCE S 13° 25' 51" E, along the East line of said Section 34, a distance of 1329.86 feet to an iron rod set for the Southeast corner of this tract;

THENCE S 76° 25' 56" W a distance of 10554.62 feet to a broken monument found in the West line of said Section 39 for the Southwest corner of this tract;

THENCE N 13° 34' 41" W, with the West line of said Sections 39 and 40, a distance of 6648.40 feet to an iron rod found in concrete at the Northwest corner of said Section 40 and the Southwest corner of said Section 41;

THENCE N 13° 36' 53" W, with the West line of said Section 41, a distance of 2683.38 feet to an iron rod found for the Northwest corner of this tract;

THENCE N 76° 25' 45" E a distance of 5280.30 feet to an iron rod found in the East line of said Section 41 for the most Northerly Northeast corner of this tract;

THENCE S 13° 37' 43" E, with the East line of said Section 41, a distance of 2680.56 feet to an iron rod found in concrete at the Northeast corner of said Section 40, the Southeast corner of said Section 41, and the Northwest corner of said Section 33, for an ell corner of this tract;

THENCE N 76° 28' 43" E, with the North line of said Section 33, a distance of 5281.21 feet to an iron rod set at the Northeast corner of said Section 33 for the most Easterly Northeast corner of this tract;

THENCE S 13° 32' 01" E, with the East line of said Section 33, a distance of 5317.38 feet to the PLACE OF BEGINNING and containing 1937.07 acres of land.



PAGE 2 OF 3

WO#23-0607

BASIS OF BEARINGS ARE NAD 83 - TEXAS NORTH CENTRAL

THE ABOVE DESCRIBED TRACT WAS
SURVEYED JULY 13, 2023 AND THE DIMENSIONS
SHOWN ARE HEREBY CERTIFIED TO BE TRUE AND
CORRECT.

Devin G. Smith 9/12/23

DEVIN G. SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5849
TBPLS-100541-00 TBPE F-279

BOUNDARY SURVEY OF TWO TRACTS OUT OF

SECTIONS 22, A-766, 23, A-378, 33, A-383, 34,

A-744, 39, A-386, 40, A-1068 AND 41, A-387,

H. & T. C. RAILROAD COMPANY SURVEY, BLOCK 14,

WILBARGER COUNTY, TEXAS

CORLETT, PROBST & BOYD, P.L.L.C.

ENGINEERS & SURVEYORS
PH. (940)723-1455, FAX (940)397-0549

4605 OLD JACKSBORO HIGHWAY
WICHITA FALLS, TEXAS, 76302

S:\WALT\2023\23-0607.DWG EXHIBIT A (2) P-9/12/2023 11:09 AM S-9/12/2023 11:09 AM WALTER THOMPSON

EXHIBIT A

TRACT 2 FIELD NOTES

FIELD NOTES OF 806.24 ACRES BEING ALL OF SECTION 23, A-378 AND A PORTION OF SECTION 22, A-766, H. & T. C. RAILROAD COMPANY SURVEY, BLOCK 14, WILBARGER COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a spike nail found in the centerline of FM 2897 South, at the Northeast corner of said Section 23, A-378, at the Southeast corner of a tract of land conveyed to Electric Transmission Texas, LLC by deed recorded in Volume 617, Page 354, Official Public Records of Wilbarger County and at the Northwest corner of a tract of land conveyed to NPDC, LLC by deed recorded in Volume 745, Page 524, Official Public Records of Wilbarger County, for the Northeast corner of this tract, from which a 6" wooden fence corner bears S 74° 51' 39" W 33.9 feet;

THENCE S 13° 56' 45" E, with the centerline of FM 2897 South, the East line of said Section 23, A-378 and the West line of said NPDC, LLC tract, at 5297.7 feet pass a spike nail set at the Southeast corner of said Section 23, A-378, at the Northeast corner of said Section 22, A-766, at the Southwest corner of said NPDC, LLC tract and at the Northwest corner of a tract of land conveyed to Joe Tom Rainwater by deed recorded in Volume 751, Page 291, Official Public Records of Wilbarger County and continuing on the same course with the centerline of FM 2897 South, the East line of said Section 22, A-766 and the West line of said Rainwater tract a total distance of 7949.17 feet to a spike nail found at the Northeast corner of a tract of land conveyed to Frances Jane Stone by deed recorded in Volume 613, Page 128, Official Public Records of Wilbarger County, for the Southeast corner of this tract;

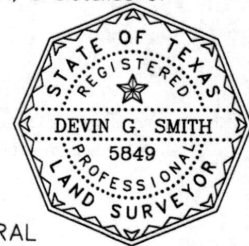
THENCE S 76° 04' 20" W, with the North line of said Stone tract, a distance of 2666.87 feet to an iron rod set in the East line of a tract of land conveyed to Clifford D. Gfeller by deed recorded in Volume 600, Page 388, Official Public Records of Wilbarger County and at the Northwest corner of said Stone tract, for the most Southerly Southwest corner of this tract;

THENCE N 13° 53' 00" W, with the East line of said Gfeller tract, a distance of 2656.31 feet to a capped iron rod found in the fenced South line of said Section 23, A-378 at the Northeast corner of said Gfeller tract, for an ell corner of this tract;

THENCE S 76° 15' 04" W, with the fenced South line of said Section 23, A-378 and the North line of said Gfeller tract, a distance of 2663.60 feet to an iron rod set in the East line of a tract of land conveyed to W. T. Waggoner Estate as recorded in Volume 28, Page 449, Official Public Records of Wilbarger County, at the Southwest corner of said Section 23, A-378 and at the Northwest corner of said Gfeller tract, for the most Westerly Southwest corner of this tract, from which a 2" pipe fence corner bears S 62° 59' 28" W 5.0 feet;

THENCE N 13° 25' 51" W, with the West line of said Section 23, A-378, the East line of said W. T. Waggoner Estate tract and the West line of a tract of land conveyed to Oklaunion Industrial Park, Inc. by deed recorded in Volume 742, Page 687, Official Public Records of Wilbarger County, a distance of 5276.45 feet to an iron rod found at the Northwest corner of said Section 23, A-378 and an ell corner of said Oklaunion Industrial Park, Inc. tract, for the Northwest corner of this tract, from which a 2" pipe fence corner bears S 75° 34' 11" W 49.5 feet;

THENCE N 75° 58' 56" E, with the North line of said Section 23, A-378, the South line of said Oklaunion Industrial Park, Inc. tract and the South line said Electric Transmission Texas, LLC tract, a distance of 5280.13 feet to the PLACE of BEGINNING and containing 806.24 acres of land, of which 5.5 acres lies within the right-of-way of FM 2897 South.



PAGE 3 OF 3

WO#23-0607

BASIS OF BEARINGS ARE NAD 83 - TEXAS NORTH CENTRAL

THE ABOVE DESCRIBED TRACT WAS
SURVEYED JULY 13, 2023 AND THE DIMENSIONS
SHOWN ARE HEREBY CERTIFIED TO BE TRUE AND
CORRECT.

Devin G. Smith 9/12/23

DEVIN G. SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5849
TBPLS-100541-00 TBPE F-279

BOUNDARY SURVEY OF TWO TRACTS OUT OF

SECTIONS 22, A-766, 23, A-378, 33, A-383, 34,

A-744, 39, A-386, 40, A-1068 AND 41, A-387,

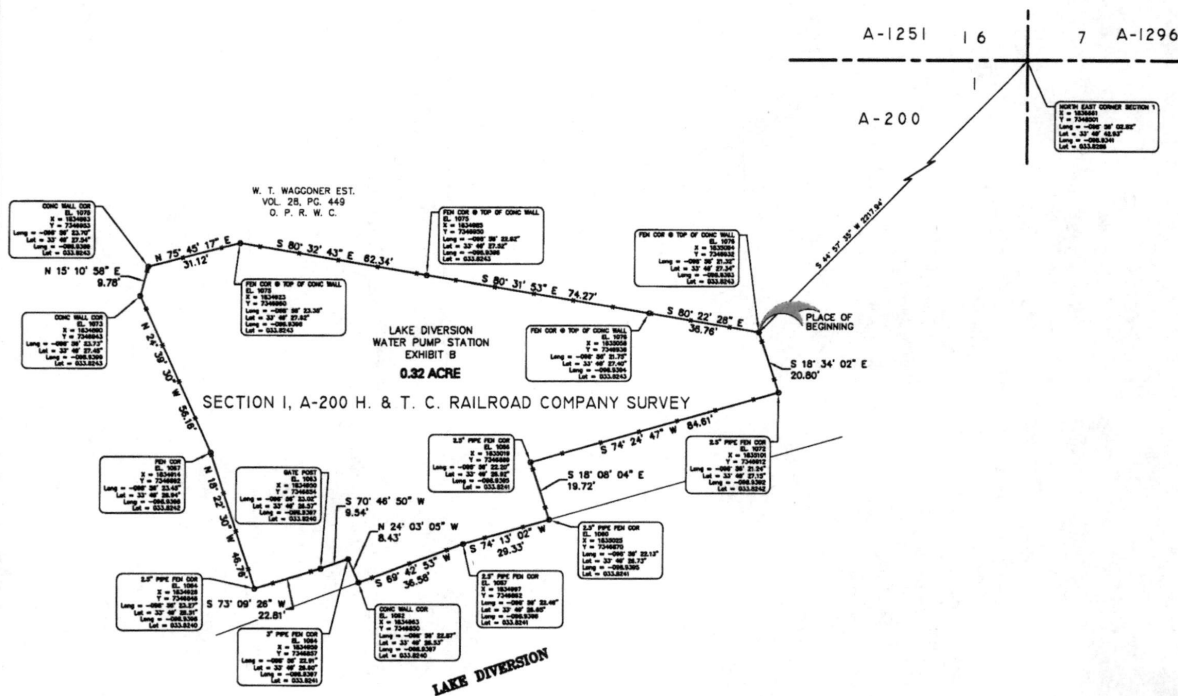
H. & T. C. RAILROAD COMPANY SURVEY, BLOCK 14,

WILBARGER COUNTY, TEXAS

CORLETT, PROBST & BOYD, P.L.L.C.
ENGINEERS & SURVEYORS 4605 OLD JACKSBORO HIGHWAY
PH. (940)723-1455, FAX (940)397-0549 WICHITA FALLS, TEXAS, 76302

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EXHIBIT B



PAGE 1 OF 2

WO#23-06078

BASIS OF BEARINGS ARE NAD 83 - TEXAS NORTH CENTRAL

THE ABOVE DESCRIBED TRACT WAS SURVEYED JULY 13, 2023 AND THE DIMENSIONS SHOWN ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

Devin G. Smith 9/12/23

DEVIN G. SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5849
TBPLS-100541-00 TBPE F-279

BOUNDARY SURVEY OF A 0.32 ACRE

TRACT OF LAND OUT OF SECTION 1,

A-200, H. & T. C. RAILROAD COMPANY

SURVEY ARCHER COUNTY TEXAS

CORLETT, PROBST & BOYD, P.L.L.C.
ENGINEERS AND SURVEYORS 4605 OLD JACKSBORO HIGHWAY
PH. (940)723-1455, FAX (940)397-0549 WICHITA FALLS, TEXAS, 76302

EXHIBIT B

EXHIBIT B FIELD NOTES

FIELD NOTES OF A 0.32 ACRE TRACT OF LAND OUT OF SECTION 1, A-200, H. & T. C. RAILROAD COMPANY SURVEY, ARCHER COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a fence corner at the top of a concrete wall found for the most Northerly Northeast corner of this tract, said fence corner being called S 44° 57' 35" W 2217.94 feet from the Northeast corner of said Section 1, A-200;

THENCE S 18° 34' 02" E, generally with a fence, a distance of 20.80 feet to a 2.5" pipe fence corner found for the most Easterly Southeast corner of this tract;

THENCE S 74° 24' 47" W, generally with a fence, a distance of 84.61 feet to a 2.5" pipe fence corner found for an ell corner of this tract;

THENCE S 18° 08' 04" E, generally with a fence, a distance of 19.72 feet to a 2.5" pipe fence corner found for the most Southerly Southeast corner of this tract;

THENCE S 74° 13' 02" W, generally with a fence, a distance of 29.33 feet to a 2.5" pipe fence corner found for an ell corner of this tract;

THENCE S 69° 42' 53" W, generally with a fence, a distance of 36.58 feet to a corner of a concrete wall found for the most Southerly Southwest corner of this tract;

THENCE N 24° 03' 05" W, generally with a fence, a distance of 8.43 feet to a 3" pipe fence corner found for an ell corner of this tract;

THENCE S 70° 46' 50" W, generally with a fence, a distance of 9.54 feet to a gate post found for an angle corner of this tract;

THENCE S 73° 09' 26" W, generally with a fence, a distance of 22.81 feet to a 2.5" pipe fence corner found for the most Westerly Southwest corner of this tract;

THENCE N 18° 22' 30" W, generally with a fence, a distance of 46.76 feet to a fence corner found for an angle corner of this tract;

THENCE N 24° 39' 30" W, generally with a fence, a distance of 56.16 feet to a corner of a concrete wall found for the most Westerly Northwest corner of this tract;

THENCE N 15° 10' 58" E, generally with a fence, a distance of 9.78 feet to a corner of a concrete wall found for the most Northerly Northwest corner of this tract;

THENCE N 75° 45' 17" E, generally with a fence, a distance of 31.12 feet to a fence corner found at the top of a concrete wall for an angle corner of this tract;

THENCE S 80° 32' 43" E, generally with a fence, a distance of 62.34 feet to a fence corner found at the top of a concrete wall for an angle corner of this tract;

THENCE S 80° 31' 53" E, generally with a fence, a distance of 74.27 feet to a fence corner found at the top of a concrete wall for an angle corner of this tract;

THENCE S 80° 22' 28" E, generally with a fence, a distance of 36.76 feet to the PLACE of BEGINNING and containing 0.32 acre of land.



PAGE 2 OF 2

WO#23-0607B

BASIS OF BEARINGS ARE NAD 83 - TEXAS NORTH CENTRAL

THE ABOVE DESCRIBED TRACT WAS
SURVEYED JULY 13, 2023 AND THE DIMENSIONS
SHOWN ARE HEREBY CERTIFIED TO BE TRUE AND
CORRECT.

Devin G. Smith 9/12/23

DEVIN G. SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5849
TBPLS-100541-00 TBPE F-279

BOUNDARY SURVEY OF A 0.32 ACRE

TRACT OF LAND OUT OF SECTION 1,

A-200, H. & T. C. RAILROAD COMPANY

SURVEY ARCHER COUNTY TEXAS

CORLETT, PROBST & BOYD, P.L.L.C.

ENGINEERS & SURVEYORS 4605 OLD JACKSBORO HIGHWAY
PH. (940)723-1455, FAX (940)397-0549 WICHITA FALLS, TEXAS, 76302

S:\WALT\2023\23-0607\23-0607B.DWG EXHIBIT B (2) P-9/12/2023 1:54 PM S-9/12/2023 1:09 PM WALTER THOMPSON

CITY COUNCIL AGENDA
September 19, 2023

ITEM/SUBJECT: Resolution authorizing the expenditure of \$176,000.00 from the General Fund to be carried over to the 2023-2024 budget for the purchase of Safety Storage Vaults for the Police SUV's.

INITIATING DEPT: Police

STRATEGIC GOAL: Efficient Delivery of City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The Wichita Falls Police Department intends to purchase 115 Public Safety Storage Vaults for the Police SUV's through the Buy Board Purchasing Cooperative from Big Country Supply in the amount of \$176,000.00 using the City's general fund. These Storage Vaults are needed as soon as possible to protect Patrol Weapon Systems and other sensitive equipment that are stored in Police Vehicles. This need was not identified at the time the current year's budget was approved but arose in the current year. Staff is requesting the use of \$170,000.00 in current year contingency funds, budgeted in the current year, in alignment with the City's Contingency Fund use policy. Depending on product availability, this funding request may be carried over into the FY 2024 budget year that begins October 1, 2023.

Staff recommends approval of the resolution.

☒ **Police Chief**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the expenditure of \$176,000.00 from the General Fund to be carried over to the 2023-2024 budget for the purchase of Safety Storage Vaults for the Police SUV's

WHEREAS, the Wichita Falls Police Department intends to purchase 115 Public Safety Storage Vaults through the Buy Board Purchasing Cooperative from Big Country Supply using General Funding in the amount of \$176,000.00; and,

WHEREAS, the storage vaults were not available to purchase from Big Country Supply during the 2022-2023 budget cycle; and,

WHEREAS, the \$176,000.00 from the General Fund may be carried over to the 2023-2024 budget year for future purchases from Big Country Supply.

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 documents necessary to authorize the amount of \$176,000.00 from the General Fund to be carried over to the 2023-2024 budget year for the purchase of storage vaults for the Police SUV's.

PASSED AND APPROVED this the 19th day of September, 2023.

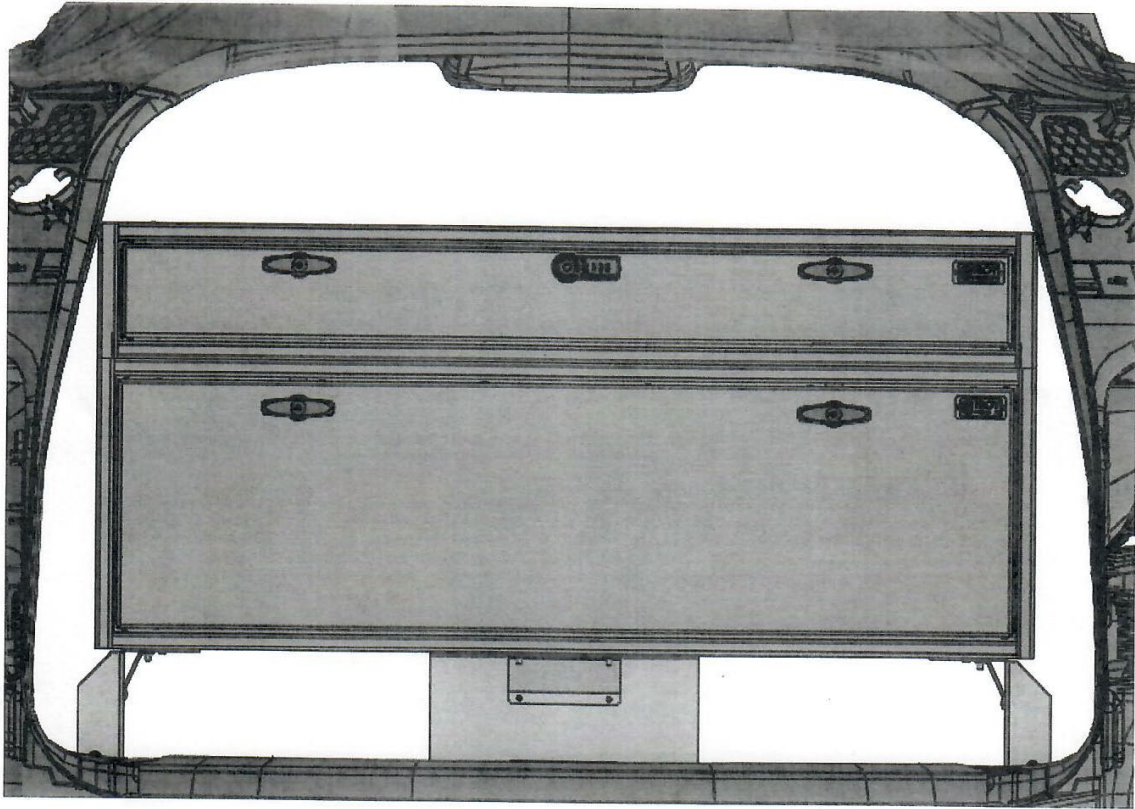
MAYOR

ATTEST:

City Clerk

P/N# KIT-SB-ECO42CBL-PIU \$2,350.00 LIST PRICE

- Top box measure 42 x 19 x 6 – Top Box to include a push button lock. (**maybe the cypher lock that we use on all other boxes)
- Bottom box measure 42 x 20 x 13
- Bottom boxes (Ref. P/n# SB-UV20-BKT)



CITY COUNCIL AGENDA
September 19, 2023

ITEM/SUBJECT: Resolution authorizing the City Manager to execute a one-year lease with the Wichita Falls Railroad Museum, a Texas nonprofit corporation, for the use of City-owned property located at LaSalle and 9th Streets downtown.

INITIATING DEPT: City Manager's Office

STRATEGIC GOAL: Redevelop Downtown

STRATEGIC OBJECTIVE: Enhance Focus on Culture, Arts, and Entertainment Venues

COMMENTARY: Previously, the City and a former iteration of the nonprofit Wichita Falls Railroad Museum (WFRRM) entered into a lease agreement to facilitate the organization's management and operation of a railroad museum on City-owned property at LaSalle and 9th Street in downtown. In 2020, the now-previous iteration of the WFRRM nonprofit disbanded, vacated the City-owned facility, leaving behind all of the museum's holdings and railcars which then became the property of the City. Now, a new, reconstituted WFRRM nonprofit organization wishes to enter into a new lease to operate and reopen the museum.

Material provisions of the proposed lease agreement are:

- Term of the agreement is for one (1) year, commencing upon execution of said agreement by both parties, with the agreement renewing for one additional 1-year term upon agreement by both parties. The agreement can be terminated by either party with a 60-day notice;
- WFRRM shall *at minimum* open and operate the museum on Fridays from 8 a.m. to 3 p.m. and Saturdays from 8 a.m. to 6 p.m. unless modified in consultation with the City;
- WFRRM is responsible for the management, operation, maintenance, marketing, and promotion of the facility;
- WFRRM is responsible for all utilities and any taxes;
- WFRRM shall obtain and retain for the entirety of the agreement general liability insurance in an amount of at least \$500,000, and commercial property insurance in an amount of at least \$1.0M and name the City of Wichita Falls as an additional insured. Commercial property insurance shall cover the building, the contents of the building, and the rail cars;
- Any repairs or restoration of the railroad cars shall be submitted to the City for prior written approval;
- WFRRM is responsible for preparing and maintaining annual budgets, audits, and financial records consistent with standard procedures for nonprofits;
- WFRRM shall create a board position for the City. The mayor shall appoint;
- All materials within the museum and on museum grounds shall remain the property of the City of Wichita Falls.

Staff recommends approval of the resolution.

☒ **City Manager**

☒ **Assistant City Manager**

ASSOCIATED INFORMATION:

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to execute a one-year lease with the Wichita Falls Railroad Museum, a Texas nonprofit corporation, for the use of City-owned property located at LaSalle and 9th Streets downtown

WHEREAS, a railroad museum serves as a custodian of our rich railway history, preserving artifacts, equipment, and stories that would otherwise be lost to time, and reopening the railroad museum presents numerous educational benefits and attracts tourists and visitors from far and wide, contributing to the local economy; and,

WHEREAS, the Wichita Falls Railroad Museum desires to lease property at LaSalle and 9th Streets for the display of trains, railroad-related memorabilia, and other local historical items owned by the City of Wichita Falls; and,

WHEREAS, the City Council of Wichita Falls determines this lease serves a governmentally-related municipal public purpose; and,

WHEREAS, the City Council of Wichita Falls and Wichita Falls Railroad Museum desire to enter into a one-year lease agreement for operations and management of the railroad museum.

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

The City Manager is authorized to negotiate and execute a Lease Agreement with Wichita Falls Railroad Museum for the management, operations, and maintenance of the Railroad Museum in a form approved by the City Attorney incorporating the material lease terms found in the commentary.

PASSED AND APPROVED this the 19th day of September, 2023.

MAYOR

ATTEST:

City Clerk

**CITY COUNCIL AGENDA
September 19, 2023**

ITEM/SUBJECT: Appointments to Boards and Commissions

INITIATING DEPT: City Clerk

STRATEGIC GOAL: Actively Engage and Inform the Public

STRATEGIC OBJECTIVE: Enhance public outreach and engagement.

COMMENTARY: Terms on the Type A Wichita Falls Economic Development Corporation for David Toogood and Leo Lane expire on September 30, 2023, and there are midterm vacancies on the Lake Wichita Revitalization Committee, Tax Increment Financing District Reinvestment Zone #2 Board, and the Water Resources Commission.

Appointments/reappointments for the Type A Wichita Falls Economic Development Corporation, and the Tax Increment Financing District Reinvestment Zone #2 may be discussed in Executive Session.

☒ **City Clerk**

ASSOCIATED INFORMATION: Member Rosters

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

WF 4A ECONOMIC DEVELOPMENT CORPORATION

<i>PLACE</i>	<i>NAME</i>	<i>APPOINTED</i>	<i>EXPIRATION</i>	<i>QUALIFICATIONS</i>	<i>DISTRICT</i>
1	Darron Leiker	06/04/2013 07/05/2016 06/18/2019 05/03/2021 09/20/2022	09/30/2025		4
2	David Toogood	07/05/2017 07/07/2020 05/03/2021	09/30/2023		4
3	Leo Lane, <i>Chair</i>	07/01/2014 07/05/2017 07/07/2020 05/03/2021	09/30/2023		1
4	Brent Hillery	10/20/2020 05/03/2021 07/20/2021	09/30/2024		1
5	Phyllis Cowling	06/18/2019 05/03/2021 07/20/2021	09/30/2024		1

Current Applicants: Adam Arruda, John Deeson, Stephen Gustafson, Rick Hatcher, Kevin Hunter, Stephanie Ingle, Carol Murray, and Josh Phillips.

LAKE WICHITA REVITALIZATION COMMITTEE

<i>PLACE</i>	<i>NAME</i>	<i>APPOINTED</i>	<i>EXPIRATION</i>	<i>QUALIFICATIONS</i>	<i>DISTRICT</i>
1	Tim Brewer	11/06/2018	07/31/2027	City Council Rep.	4
2	Michael Battaglino	03/15/2022	12/31/2027	Park Board Rep.	4
3	Kari Shaw	09/20/2022	07/31/2027	CWF Rep.	
4	Vacant		07/31/2027	Lakeside City Rep.	
5	Matt Marrs	01/19/2021	07/31/2027	CWF Rep.	3
6	Sharon Roach	07/07/2020 03/15/2022	07/31/2027	CWF Rep. (moved from Alt. 03/15/2022)	4
7	Stephen Garner	12/15/2020	12/31/2027	CWF Rep.	4
8	David Coleman, Chair	02/19/2019 11/05/2019	07/31/2027	CWF Rep. (moved from Alt. 11/5/19)	3
9	Vacant		07/31/2027	CWF Rep.	
10	Alison Sanders	10/05/2021	07/31/2027	Lakeside City Ex-Officio	
11	Rick Hernandez	12/21/2021	07/31/2027	Voting Alternate	4
12	Austin Cobb	03/15/2022	07/31/2027	Voting Alternate	3
13	Alicia Castillo	10/20/2020	07/31/2027	Gold Star Family Member Ex-Officio	2

Current applicants: Adam Arruda (City of Wichita Falls Representative), and John Pezzano (Lakeside City Representative)

TAX INCREMENT FINANCING DISTRICT, REINVESTMENT ZONE #2

PLACE	NAME	APPOINTED	EXPIRATION	QUALIFICATIONS	DISTRICT
1	Vacant		12/31/2023	City of Wichita Falls	
2	Jim Chandler	10/18/2005 12/04/2007 12/01/2009 12/06/2011 12/03/2013 12/01/2015 11/07/2017 12/03/2019 12/21/2021	12/31/2021 12/31/2023	City of Wichita Falls	3
3	Ben J. Filer, Chair	10/18/2005 12/04/2007 12/01/2009 12/06/2011 12/04/2012 12/02/2014 12/06/2016 12/04/2018 12/15/2020	12/31/2020 12/31/2022	City of Wichita Falls	3
4	Jerry Taylor	12/27/2006 02/09/2008 12/06/2010 12/27/2012 11/10/2014 12/27/2016 11/13/2018 12/07/2020 01/09/2023	12/31/2022 12/31/2024	Wichita County	1
5	Mark Schroeder	12/07/2020 01/09/2023	12/31/2022 12/31/2024	Wichita County	

Current applicant: Rick Hatcher

WATER RESOURCES COMMISSION

PLACE	NAME	APPOINTED	EXPIRATION	QUALIFICATIONS	DISTRICT
1	Shane FitzHenry	03/15/2016 11/07/2017 12/03/2019 12/21/2021	12/31/2021 12/31/2023	Homebuilding Industry (Comm. Business Rep)	1
2	Steve Smith	08/05/2014 12/02/2014 12/06/2016 12/04/2018 12/15/2020 12/20/2022	12/31/2020 12/31/2022 12/31/2024	Industry	4
3	Cheryl Nix	07/07/2020 12/15/2020 12/20/2022	12/31/2020 12/31/2022 12/31/2024	Education	4
4	Glenn Barham	12/06/216 11/07/2017 12/03/2019 12/21/2021	12/31/2021 12/31/2023	At-Large	1
5	Vacant		12/31/2023	SAFB/Govt Rep.	
6	Tyson Traw	04/07/2015 12/06/2016 12/04/2018 12/15/2020 12/20/2022	12/31/2020 12/31/2022 12/31/2024	Engineer (Water Resources Engineer)	

Current applicant: Richard Milhollon (SAFB/Govt. Rep)