

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 Heggland, City Attorney
Marie Balthrop, City Clerk

Notice Of Regular Meeting Of The Mayor And City Council Of The City Of Wichita Falls, Texas, To Be Held In The City Council Chambers, Memorial Auditorium, 1300 Seventh Street, Tuesday, October 3, 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 Ron Redding
Sunnyside Baptist Church

(b) Pledge of Allegiance
3. Presentations

(a) Employee of the Month – Fox Baker, Library

(b) Proclamation – Arts and Humanities Month, Wichita Falls Alliance for Arts and Culture

CONSENT AGENDA

4. Approval of minutes of the September 19, 2023 Regular Meeting of the Mayor and City Council.
5. Resolutions
 - (a) Resolution authorizing the purchase of three (3) Automated Side Loaders solid waste collection trucks through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$1,172,937.00
 - (b) Resolution authorizing the purchase of one (1) commercial front end loader solid waste collection truck through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$366,818.00
 - (c) Resolution authorizing the purchase of one (1) Commercial Side Loader solid waste collection truck through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$307,430.00
6. Receive Minutes
 - (a) Planning & Zoning Commission, August 9, 2023
 - (b) Landmark Commission, August 22, 2023

REGULAR AGENDA

7. Ordinances
 - (a) Ordinance amending Sections 11b-4, 11b-6, and 11b-8 of Ordinance No. 52-2023, the fee schedule applied to Sanitation, Sewage, & Stormwater; providing for severability; providing that such Ordinance shall not be codified; and providing an effective date
8. Resolutions
 - (a) Resolution authorizing the City Manager to execute the Joint Funding Agreement for Water Resources Investigations, Number 24SJJFATX039000, with the U.S. Geological Survey for \$88,673.00

- (b) Resolution authorizing the City Manager to execute Professional Services Agreement to Biggs and Mathews Environmental, Inc. for engineering services for the City of Wichita Falls Landfill in the amount of \$78,000.00
- (c) Resolution authorizing the purchase of a Powdered Activated Carbon feeder for the Cypress Water Treatment Plant, from Norit Americas Inc., in the amount of \$102,550.00
- (d) Resolution restructuring the composition of the Wichita Appraisal District's Board of Directors in compliance with Senate Bill 2
- (e) Resolution authorizing the transfer of ownership of Trustee properties at 1626 Pearl Avenue and 1807 Clark Street to Home For Freedom Inc. for the construction of low to moderate income housing for military veterans
- (f) Resolution to accept the written offers as presented for 3 Trustee parcels and authorizing execution of the Quitclaim Deed to convey title to Lupe Chavira, Jose Corona, and Henry Soto
- (g) Resolution authorizing award of bid for bicycle lane striping services for the Wichita Falls Traffic Engineering Division from the low bidder Linear Traffic Markings, LLC in the amount of \$85,214.00
- (h) Resolution authorizing award of bid for the City's estimated annual requirement of automotive lubricating oils and grease to Reladyne/Western Marketing, Inc. in the amount of \$255,489.60

9. Other Council Matters

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

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

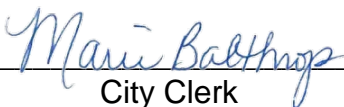
11. Adjourn

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 27th day of September, 2023 at 5:00 o'clock p.m.



City Clerk

CITY COUNCIL AGENDA
October 3, 2023

ITEM/SUBJECT: October Employee of the Month.

INITIATING DEPT: Human Resources

NAME: Fox Baker

DEPARTMENT: Library

HIRE DATE: 11/08/2021

PRESENT POSITION: Librarian

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

☒ **Director of Human Resources**

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**



City of Wichita Falls
City Council Meeting
Minutes
September 19, 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

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

Item 2b – Pledge of Allegiance

Mayor Santellana led the Pledge of Allegiance.

Item 3a – Proclamation – Hispanic Heritage Month, WFAAC Potencia Projects, and Zavala

8:33 a.m.

Mayor Santellana read a proclamation proclaiming September 15 - October 15, 2023, as Hispanic Heritage Month in Wichita Falls and called upon residents to build a community that is more just, peaceful, and celebratory of all cultures by taking part in events and activities during this month of celebration.

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Item 3b – Proclamation – Walk to End Alzheimer’s, Alzheimer’s Association North Central Texas Chapter

8:41 a.m.

Mayor Santellana read a proclamation proclaiming September 23, 2023, as Walk to End Alzheimer’s Day, and invited everyone to join him in this inspiring event that calls upon participants of all ages and abilities to join the fight against the disease.

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

8:45 a.m.

Mayor Santellana read a proclamation proclaiming September 17-23 2023, as Constitution Week in Wichita Falls and asked citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

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Item 3d – Proclamation – National Forensic Science Week, W.F.P.D. Crime Scene Unit

8:48 a.m.

Mayor Santellana read a proclamation proclaiming September 17-23, 2023 as National Forensic Science Week in Wichita Falls and urged residents to express their appreciation for the people, facilities, and technologies that make reliable forensic science possible in our community.

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Item 4-6 – Consent Items

8:55 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 September 5, 2023, Regular Meeting of the Mayor and City Council

Item 5a – Resolution 104-2023

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.

Item 5b – Resolution 105-2023

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.

Item 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

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Item 7a – Resolution 106-2023

8:56 a.m.

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

Moved by Councilor Brewer to approve Resolution 106-2023.

Motion seconded by Councilor Browning.

Russell Schreiber, Director of Public Works, discussed the background of the current 1977 agreement, the history of the power plant, proposed changes to the agreement, details regarding Lake Kemp as a water source, surface water regulations that dictate how the water can be used, and how the City has never used the full amount of water dedicated for municipal uses even during the previous drought. The water for this agreement comes out of the water allocated for industrial uses and does not affect the city's allotment of water. Water from Lake Kemp comprises on average around 20% of the city's water source since it is hard to treat, more expensive to treat, and harsh when blended with other water sources. Mr. Schreiber discussed the history of the power plant, recent ownership changes, the required minimum \$1 million payment, and how revenue is split between the City and the Wichita County Water District 2 (WCWD 2). The benefits of the amended agreement include increased revenue, annual rate increases, drought restrictions, and opens the door for an estimated \$4 billion in economic development in our region.

Steve Taft, 2535 Sleepy Hollow Trail, Frisco, TX, representing the Oklaunion Power Station (OPS) owners' group, addressed the Council and provided information and the history of OPS. The power plant was acquired from AEP by Frontier Group of Companies in 2020. In early 2022 the Jerry Jones Family, Stan Kroenke Organization, and the Wilks Brothers Development Company joined the Frontier Group of Companies as equal owners to form OPS. They intend to preserve and improve the asset as a source for local jobs and an economic engine for the region, and plan to maintain the plant for potential repowering in the future. Mr. Taft discussed the economic benefits to the region including a future 64-mile natural gas pipeline, carbon capture for enhanced oil recovery, and if repowered the plant could employ over 100 full-time positions. They are exploring Green Hydrogen production with AES and Air Products, which could potentially create over 1,800 construction jobs, 115 permanent local operations jobs, and 200 transportation jobs. Mr. Taft discussed the proposed water contract and stated that they must have the contract with a minimum forty-year term to move forward with the Air Products/AES project, and they do not anticipate using the full water allotment.

Jeff Norman, 2730 Imperial Crest Lane, Hellertown, PA, representing Air Products, discussed the proposed large investment in the project. Air Products is based in the United States and is the largest hydrogen producer in the country, and AES is also based in the United States and is a leader in wind, solar, and battery electric storage products. Mr. Norman discussed how they identified this region as one of the best locations, how the project will make Texas a leader in hydrogen productions, the benefits of the project, the capital investment, and the process of bringing together wind and solar energy to produce green hydrogen. They will build the solar and wind energy infrastructure which will not burden the local energy grid, and they estimate the plant to be operational in 2027.

He discussed the possible regional economic growth, employment impact, indirect and induced spending, and the importance of a partnership with local communities with both local government and community understanding and support. This project will increase the energy security of the United States, and will establish Texas as a global powerhouse in the industry. Mr. Norman discussed the importance of safety with the acceptable goal being zero accidents or incidents.

Kyle Miller, 4927 State Highway 258 West, General Manager of the WCWID 2, addressed the Council and complimented the knowledgeable City staff that look out for the citizen's needs. The WCWID 2 is jointly owned with the City under a contract dating back to April 4, 1923. Mr. Miller discussed the state water rights, and proposed budgets noting that the OPS contract minimum comprises forty percent of their operating budget. He discussed the district's drought contingency plan that reduces the allotted of 120,000-acre feet for irrigation to 50,000-acre feet, and he discussed the release of water to Lake Diversion. Mr. Miller stated that there has been no objection to the proposed agreement from their 2,800 taxable accounts, and the proposed agreement will allow improvements to pipelines, irrigation canals, and repairs and replacements of aging infrastructure.

Mr. Schreiber noted that this is an amendment to an existing contract, discussed how diligently the City, the WCWID 2, and OPS have worked together to negotiate the agreement, and the increased benefits to the City under the amended agreement. Mr. Schreiber discussed community comments regarding transparency and stated that the City followed normal procedures for confidential contract negotiations, and the public was notified once those confidential negotiations were completed. It will be four years before any additional water is used, and he feels by then, based on NOAA predictions, we will be out of the drought, and over that 4 years the City will have progressed with the future Lake Ringgold water supply. Mr. Schreiber stated that the City cannot close its doors to growth and economic investment due to a drought, and City staff has the best interest of the City and WCWID 2 in mind with this recommendation.

Councilor Brewer asked how long this project would last. Mr. Norman stated that they expect the plant to operate for 30-40 years or more and they will operate the plant as long as they possibly can.

David Gray, 1050 Jan Lee Drive, Burkburnett, asked the Council if they have read the contract word for word and page for page, and stated that he feels those that have not read the contract should not vote. He noted the contract is all about water and does not mention Air Products/AES, and he asked why the City doesn't negotiate directly with AES instead of allowing OPS to sell the water to AES. He feels this option would please more citizens and he recommended tabling the vote.

Mr. Leiker addressed Mr. Gray's comments and stated that AES does not own the infrastructure or existing contract and therefore cannot buy the water directly from the City. Mayor Santellana addressed Mr. Gray and stated that this process has been

ongoing for a couple of years and the Council has had the opportunity to ask questions and fully understand the project.

Councilor Whiteley addressed Mr. Gray and stated that he did not raise his hand because he felt Mr. Gray was being antagonistic, but he did read the contract, and he feels quite certain all of the Councilors have read the contract.

Phyllis Cowling, 5104 Crown Ridge Drive, thanked the Council and City Staff for the very innovative actions taken during the 2011 drought, for their ongoing short and long-term plans to ensure adequate water supply, for the amended provisions to include drought restrictions, for supporting economic development for the region, and encouraged support of the agreement.

Jack Browne, 2000 Margaret Dr., provided a handout in support of the amended contract, stated we should be looking towards 2050, stabilizing our population, and having a solution for water. He feels the City has done an outstanding job with the water reuse project, conservation, and the long-term plan to grow our water supply. He discussed how we missed the technology boom, and the economic impact and opportunity this project provides.

Mark Dora, 11068 Hodges Road, Iowa Park, thanked the Council and Staff, and discussed the importance of this contract to farmers, the City, the County, and surrounding areas, as well as providing a reliable stream of revenue to the City and WCWID 2. He read a prepared statement discussing the positive outcomes from this agreement and how the project will benefit the region. He thanked the City Council, staff, and WCWID 2 for negotiating a great contract that will benefit the region.

Ava Dora, 11068 Hodges Road, Iowa Park, family farmer and 4-H ambassador, addressed the Council and Staff and discussed the importance of agriculture in our area, and the importance of the Irrigation District. She discussed the importance of knowing where your food comes from, the expenses related to each stage of producing food, and the importance of water to her family and the agricultural community. Farmers pay irrigation taxes for the water that help with salaries and maintenance of the Irrigation District. She thanked the City Manager, City Council, and staff for negotiating a better contract that supports the future growth of the region.

Samuel Pak, 2918 Kyle Cove, addressed the Council and discussed his concerns regarding the 2011-2015 drought, and how this is an important issue for those against the contract because they went through that drought. He attended the public meetings, heard the frustrations, and listened to City staff speak. Mr. Pak stated that he learned Lake Kemp still had water during the drought, how water is use it or lose it since it evaporates, and stated there is enough water to invite other businesses to come in and grow in Wichita Falls. He wants the City to grow and he wants other companies to know we are open for business and we encourage economic growth. He has heard suggestions and complaints

from other citizens, but some of their suggestions would actually discourage businesses from coming to Wichita Falls and would prohibit growth.

Leo Lane, 2403 Martin St., addressed the council and discussed the low population growth in Wichita Falls, and the high poverty rate. He believes this discussion is about jobs and not about water, and about those individuals that need better paying jobs with benefits. He encouraged the Council to vote yes if they want to support more jobs, support economic growth, and encourage future employers. He urged the Council to have the courage to overcome the opposition to the project.

Steve Smith, 1 Brass Lantern, stated that he appreciated the attendance at the town hall meetings, stated that he does not want to do anything to negatively affect our farmers, but he does not believe not moving forward with the contract would negatively affect the farmers in his opinion. He discussed the safeguards in the contract, discussed the 50,000-acre feet for municipal uses, and how that water is unusable by the City. He asked the Council to consider the agreement since it obligates the City for the next 40 years and he does not want to see businesses have to close during the next drought.

Dwayne Peirce, 11868 Gulf Lake Road, Iowa Park, stated that he is a farmer, has worked in multiple irrigation systems around the United States, and we have an irrigation system here to be proud of. He believes passing the agreement is positive, and is vital for revenue to the irrigation district and farmers. He discussed how improvements to the irrigation district have been on hold, how the revenue from this contract is vital to the Irrigation District and farmers, and he encouraged Council to approve the agreement.

Ron Kitchens, 5307 Waterford Dr., CEO of the Chamber of Commerce, thanked Mr. Leiker and his team for the negotiation of the contract and stated we should be proud of the work they did to secure better rates on an existing contract as they represented the citizenry in an amazing fashion. The greatest force of change is a job, and if we want to change our community it takes more and better jobs, and this contract helps provide that. AES is committed to hiring local whenever possible, and committed to working with the Chamber to encourage other business to come to Wichita Falls. We will become the center of Hydrogen production, and this is a pivotal point and opportunity to create a new industry. He discussed the lack of jobs worldwide, the war for better jobs, and how we have been losing that war. He encouraged the Council to approve the agreement.

Bobby Baumer, 2785 S. Bell Road, Iowa Park, spoke on behalf of the WCWID 2 as President of the Board. The WCWID 2 is in partnership with the City and they voted unanimously on August 15th to approve adopting the contract with no opposition from their constituents. He expressed his appreciation for the City Council and encouraged them to approve the contract.

Dick Bundy, 2022 Avondale, stated that this is definitely an economic development decision for the City of Wichita Falls. Our citizens voted for a ½ cent sales tax for

economic development and he encouraged the council to vote for approval of the agreement today.

Glenn Barham, 3506 Copperas Cove, stated that this is a very important topic that no one is taking lightly including city management and staff. It is unfortunate the citizens do not get to hear the confidential negotiations, but he knows the Council has received the information they need, and have had their questions answered. Mr. Barham stated he is the Chair of the Water Resources Commission and the majority of the board supports the approval of the contract. He stated that if the rate had been set at \$1.30 when negotiations began in 2020 with a CPI increase included, today the rate would be \$1.54. He encouraged Council to vote for the project.

Annie Jackson, 1022 Crescent Lane, asked where the hydrogen would be stored, and why they chose this area. Mr. Norman stated that Air Products distributes the hydrogen through pipelines, over the road transportation and other technologies they have developed. There will be some storage at the facility but the hydrogen will be moved out on a daily basis. On site storage is not a current commitment but may be in the future.

Carla Schmehl, 1 Summer Tree Court, stated she attended both water meetings, and her observation is that the problem has been communication. She feels the confidential negotiations are a problem and the public is not informed that they are even negotiating a contract and does not have an opportunity to discuss the issue before the Council votes. She feels during the 2 years this has been discussed the City could have updated citizens. She felt Mr. Kitchens broke protocol and decorum at one of the meetings by raising his voice at a citizen for quoting incorrect information. She feels citizens should be involved in the process.

Mayor Santellana asked why one side is allowed to be passionate and the other side is not, as nothing is said when Council and staff are screamed at. He attended the public meetings and he did not feel Mr. Kitchens was inappropriate, but he was very passionate. He does not understand why the same group of passionate citizens that ask for growth are also opposing this agreement. We have an opportunity for growth and regional development, we have Mr. Kitchens who is passionately supporting our local economy, and he feels that a no vote is against farmers, industry, and economic growth. Mayor Santellana discussed restrictions on communication during contract negotiation, how negotiations were private due to the law, the two town hall meetings held on the issue, his support of the constitutional right to speak against government and projects, and how the City fights for transparency within the bounds of the law. Mayor Santellana said he attended both public meetings and has spent hours talking to citizens and answering questions. Ms. Schmehl feels like going forward, having a town hall meeting before it becomes a giant fire would be a better option.

Hardy McAlister stated he was on the Council when the initial project was approved in 1977, and the current council and staff have done a much better job of negotiating the contract and encouraged Council to move forward.

Gary McLendon, 5129 Tower Drive, discussed how executive sessions are designed so you can discuss incentives without disclosing information to other cities competing for the same projects, and he fully supports the contract.

Danny Brengle, 1616 Ridgemont Dr., expressed his concerns over the process, and although he understands the legal requirement to have negotiations behind closed doors, but he would have liked to have seen the presentation given earlier in the process and provide the citizens an opportunity to ask questions prior to a vote. He stated that concerned citizens initiated the town hall meetings, not the City, and he appreciates the information provided during those meetings and today. He addressed OPS, and AES and addressed the statement made regarding the importance of community partners. He feels that they established partnerships with the Council and staff, but not citizens. He suggested OPS and AES have town hall meetings to answer citizen questions. Mr. Brengle addressed Councilor Whiteley in reference to saying Mr. Gray was antagonistic and stated he did not feel that was appropriate and it offended him.

Mayor Santellana addressed the common theme of the citizens not being informed and the lack of transparency. Council and staff provided information as soon as legally possible, and even though they did not call a town hall, they negotiate over 350 contracts over the year and it is hard to determine which contract will rise to this level of concern. An example is the prairie dog agenda item that unexpectedly became a big issue. Council and staff have tried to answer all questions, city staff produced a Q&A and put it on the website, created social media posts, provided a copy of the contract to the public, and there were newspaper articles and candidates discussing the issue. He is not sure what other outlet they could have used to disseminate information, but he is open to suggestions for another avenue for citizen involvement. The City cannot have a town hall meeting on every contract, but you can always reach out to your elected officials and/or the City Manager. Mr. Brengle asked the Council to have the wisdom and discernment to know when a subject is important and the public needs to be educated.

Mr. Leiker addressed Mr. Brengle's concerns and stated this was on the agenda August 15, 2023, and one of the reasons it was pulled from the agenda was because the public asked for more information. Even though the City did not initiate the town hall meetings, they attended both town hall meetings, have been on the radio and television, and provided social media posts. The City has not turned down any request for more information. Mr. Leiker reiterated that the Council is representing the citizens in discussions held behind closed doors, how we cannot be competitive if discussions are held in an open meeting, how some companies require non-disclosure statements or they will not negotiate with us, and if we do not agree they will go to another city. All of this is done for the best interest of the public and not to be secretive.

Councilor Browning called for a vote.

Motion to call for a vote was seconded by Councilor Whiteley and carried by the following vote:

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

Nays: None

Main motion carried by the following vote:

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

Nays: Councilor Jackson

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Item 7b – Resolution 107-2023

10:51 a.m.

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.

Moved by Councilor Browning to approve Resolution 107-2023.

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

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

Nays: None

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Item 7c – Resolution 108-2023

10:53 a.m.

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.

Moved by Councilor Brewer to approve Resolution 108-2023.

Motion seconded by Councilor Smith.

Paul Menzies, Assistant City Manager, discussed the lease agreement and the following proposed changes.

- Allowing two additional one-year renewals as opposed to one.
- Reducing the amount of commercial property insurance to \$250,000
- All materials within the museum and museum grounds shall remain the property of the City of Wichita Falls, including the 304 locomotive and all rails cars, and the City nor the Wichita Falls Railroad Museum shall not sell such.

Alyssa Johnston, 2307 Speedway, said she is honored to be here at the culmination of their hard work and she encourages the Council to vote yes. They will be filing a DBA and rebranding the Wichita Falls Railroad Museum. She read a prepared statement discussing their intent to have a successful downtown museum site.

Moved by Councilor Smith amend the main motion with the changes discussed by Mr. Menzies.

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

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

Nays: None

Main motion as amended carried by the following vote:

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

Nays: None

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

11:01 a.m.

Mr. Leiker recognized Jessica Williams, CFO/Director of Finance, publicly thanked her for all of her efforts over the past 4 ½ years, and stated she will be leaving the City for a new endeavor.

Jessica Williams thanked the City Manager, Council, Staff, and colleagues, said it has been a pleasure to serve, and her leaving has nothing to do with her satisfaction professionally, but is an opportunity for her personally.

Mayor Santellana stated he knows we made the right hire 4 ½ years ago, and he appreciates all she has done and all of the awards she has received. The City has been blessed to have her, and he thanked her again for all she did for Wichita Falls, for getting the City through COVID, and wished her the best in her future endeavors.

Councilor Browning thanked everyone for attending, and for the positivity. He feels we did something good today to help Wichita Falls move forward.

Councilor Whiteley echoed Councilor Browning's statement, and he appreciates the respectful decorum. He apologized if he offended anyone today, but the public does not always know the conversations held behind the scenes. Citizens that contacted him were 10/1 in favor of approving the amended agreement. Councilor Whitely said he appreciates the Dora family for their comments, especially the comments from Ava Dora.

Councilor Nelson thanked Darron for the information he provided that assisted him in explaining the contract information. The Oklaunion area is underprivileged and this contract will help that area and provide jobs. He discussed upcoming projects in his district.

Mayor Santellana has spent a lot of time the last couple of months on the water agreement, and of those that contacted him at least 10 or 20 to 1 supported the agreement. He spent a lot of time trying to get information out to the community to explain why he supported the project, he thanked the staff for their hard work and research and stated that he feels we made the right decision. This agreement will help the City of Vernon and be a game changer for our region.

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

11:11 a.m.

Carol Murray, 3203 Beech, asked the Council to consider term limits for boards after having approved board members that have served for over 10 years. She reminded the Council that there are 8 applications to consider for the appointments being made today.

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Item 10 – Executive Sessions

CITY COUNCIL MINUTES
September 19, 2023
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City Council adjourned into Executive Session at 11:13 a.m. in accordance with Texas Government Code §551.074 and §551.087.

City Council reconvened at 11:36 a.m.

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

Item 11 – Appointments to Boards and Commissions

11:36 a.m.

Moved by Councilor Jackson to appoint Carol Murray to Place 2 on the Wichita Falls Economic Development Corporation Board with a term to expire 09/30/2026.

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

Ayes: Councilors Jackson, and Nelson

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

Moved by Councilor Whiteley to appoint Leo Lane to Place 3 on the Wichita Falls Economic Development Corporation Board with a term to expire 09/30/2026.

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

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

Nays: Councilor Jackson

Moved by Councilor Whiteley to appoint David Toogood to Place 2 on the Wichita Falls Economic Development Corporation Board with a term to expire 09/30/2026.

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

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

Nays: Councilor Jackson

- - - - -

Moved by Councilor Smith to appoint John Pezzano to Place 4 on the Lake Wichita Revitalization Committee with a term to expire 07/31/2027.

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

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

Nays: None

- - - - -

Moved by Councilor Smith to appoint Adam Arruda to Place 9 on the Lake Wichita Revitalization Committee with a term to expire 07/31/2027.

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

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

Nays: None

- - - - -

Moved by Councilor Smith to appoint Rick Hatcher to an unexpired term for Place 1 on the Tax Increment Financing District, Reinvestment Zone #2 Board with a term to expire 12/31/2023.

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

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

Nays: None

- - - - -

Moved by Councilor Smith to appoint Richard Milhollon to an unexpired term for Place 5 on the Water Resources Commission with a term to expire 12/31/2023.

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

CITY COUNCIL MINUTES
September 19, 2023
PAGE 14 OF 15

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

Nays: None

- - - - -

Item 12 –Adjourn

Mayor Santellana adjourned the meeting at 11:41 a.m.

PASSED AND APPROVED this 3rd day of October 2023.

Stephen Santellana, Mayor

ATTEST:

Marie Balthrop, TRMC, MMC
City Clerk

**CITY COUNCIL AGENDA
OCTOBER 3, 2023**

ITEM/SUBJECT: Resolution authorizing the purchase of three (3) Automated Side Loaders solid waste collection trucks through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$1,172,937.00.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Efficiently Delivery City Services

STRATEGIC OBJECTIVE: N/A

COMMENTARY: The Sanitation Division annually replaces three Automated Side Loaders (ASL) based on the age of the vehicle, mileage, and maintenance expenses. The ASLs are used for curbside solid waste collection. Each ASL is comprised of a Mack LR64 cab and chassis from Bruckner Truck Sales, Inc. and a Labrie Automated Right Hand 31 CY Automated Sideloader for the unit cost of \$390,979.00 each.

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

The Sanitation Division budgeted \$1,253,871.00 for the purchases of three ASL replacements. Staff recommends award for the purchase of three (3) turnkey automated side loaders through the H-GAC in the amount of \$1,172,937.00.

☒ **Director of Public Works**

ASSOCIATED INFORMATION: Resolution, Quote

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the purchase of three (3) Automated Side Loaders through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$1,172,937.00

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

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

WHEREAS, the City Council finds that Bruckner Truck Sales, Inc. is offering three (3) turnkey Automated Side Loaders through H-GAC Purchasing Cooperative comprised of the Mack LR64 cab and chassis from Bruckner Truck Sales, Inc. and the Labrie Automated Right Hand 31 CY Automated Sideloaders, and it is in the best interest to purchase equipment in accordance with the Cooperative Purchasing Programs.

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

City Staff is authorized to execute all documents necessary to purchase three (3) turnkey automated side loaders through the H-GAC Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$1,172,937.00.

PASSED AND APPROVED this the 3rd day of October, 2023.

MAYOR

ATTEST:

City Clerk

REPLACING:

DEPARTMENT	UNIT	YEAR	MAKE	MODEL	MILEAGE
SANITATION	1150	2019	Mack	LR64	57,182
SANITATION	1156	2019	Mack	LR64	48,538
SANITATION	1157	2019	Mack	LR64	51,914





Bruckner's Truck & Equipment Retail Proposal

Date: **September 18, 2023**

CUSTOMER INFORMATION	
Name:	City of Wichita Falls
Name:	
Address:	PO Box 1431
CSZ:	Wichita Falls, TX 76307
Phone:	940-761-7931 Cell: (940) 631-5549
Fax:	Contact: Teresa Rose
Email:	teresa.rose@wichitafallstx.gov

EQUIPMENT INFORMATION	
Stock #:	Ordered UNITID
Year:	2025 BODY Labrie ASL
Make:	Mack
Model:	LR64
VIN:	Ser #009872, 009873, & 009874
Salesperson:	Josh Phillips

EQUIPMENT SPECIFICATIONS			
Engine Make:	Mack MP7-355C	Wheelbase:	210" w/ 185" Clear CT & 67" AF
Horsepower:	355hp w/ 1250 Lb-ft Torque	Frame:	9.5mm Steel w/ 2,037,800 Lb-in RBM
Engine Brake:	Yes - Mack Powerleash For MP7	Interior Trim:	TE Steel Gray w/ Fabrifoam Seats
Transmission:	Allison 4500RDS - 6-Spd Automatic	Wheels Front:	Accuride Steel Powder Coated White
Front Axle:	Mack - 20,000#	Wheels Rear:	Accuride Steel Powder Coated White
Rear Axle:	Mack - 46,000# w/ Full Locking Rears	Tire Size:	3125/80R22.5
Rear Suspension:	Mack - mRide46 - 46,000# 3-Leaf Parabolic	Tire Front:	Bridgestone M870
Ratio:	5.31	Tire Rear:	Bridgestone M870

Chassis Includes the Following Local Extras:	
New Truck Prep - Includes PDI, Bruckner Mudflaps, Bruckner Floor Mats, \$100 Fuel, Truck Wash w/ Interior Detail, & State Inspection	Pricing Is Based On 25A Pricebook As Of 7/25/23 And Will Be Built In 2024. Price Is Subject To Any Material Surcharges Mack Or Labrie May Add. Customer Can Cancel Order At Time Of Notification Of Surcharge Without Any Penalty.
Labrie Automizer RH 31cy ASL Installed & Delivered To Bruckner's - Wichita Falls Reliance Quote #202300823	
FOB: Central Service Garage	Purchased Using Bruckner's HGAC Contract #HT06-20. HGAC Fee Included.
Chassis Builds Scheduled - Jan, Feb, & Apr.	

		Each	Multiple Total
Trade-In Information:	Trade 1: Trade 2:	\$390,679.00	\$1,172,037.00
Allowances:		-	
VIN:			
Year:			
Make:			
Model:			
Payoff:			
Quantity	3		
OTHER CHARGES:			
Title, and License Fees (Estimated):		-	-
Purchase Coverage	Type: _____	-	-
Insurance	Type: _____	-	-
Dealer Inventory Tax and Doc Fees:		300.00	900.00
Cash Down Payment:			
TOTAL:		\$390,979.00	\$1,172,937.00

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

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

**CITY COUNCIL AGENDA
OCTOBER 3, 2023**

ITEM/SUBJECT: Resolution authorizing the purchase of one (1) commercial front end loader solid waste collection truck through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$366,818.00.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Efficiently Delivery City Services

STRATEGIC OBJECTIVE: N/A

COMMENTARY: The Sanitation Division is scheduled to replace one Front End Loader (FSL) in 23-24 budget based on the age of the vehicle, mileage, and maintenance expenses. Sanitation Division will use this unit for front end commercial refuse collection. The Front End Loader will be comprised of Mack TE64R cab and chassis from Bruckner Truck Sales, Inc. and Labrie Wittke commercial front load through Bruckner Truck Sales, Inc. in the total amount of \$366,818.00.

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

The Sanitation Division budgeted \$413,584.00 for the purchase of one commercial front end loader collection vehicle. Therefore, staff recommends the purchase of one (1) turnkey front end loader through the H-GAC Purchasing Cooperative in the amount of \$366,818.00.

☒ **Director of Public Works**

ASSOCIATED INFORMATION: Resolution, Quote

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the purchase of one (1) commercial front end loader through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$366,818.00

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

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

WHEREAS, the City Council finds that Bruckner Truck Sales, Inc. is offering one (1) turnkey Front End Loader through the H-GAC Purchasing Cooperative comprised of the Mack TE64R cab and chassis and the Labrie Wittke commercial front loader body, and it is in the best interest to purchase equipment in accordance with the Cooperative Purchasing Programs.

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

City Staff is authorized to execute all documents necessary to purchase one (1) Front Loader through the H-GAC Purchasing Cooperatives from Bruckner Truck Sales, Inc. in the amount of \$366,818.00.

PASSED AND APPROVED this the 3rd day of October 2023.

MAYOR

ATTEST:

City Clerk

REPLACING:

DEPARTMENT	UNIT	YEAR	MAKE	MODEL	MILEAGE
SANITATION	1190	2010	MACK	MRU613	159,701





Bruckner's Truck & Equipment Retail Proposal

Date: **July 28, 2023**

CUSTOMER INFORMATION	
Name:	City of Wichita Falls
Name:	
Address:	PO Box 1431
CSZ:	Wichita Falls, TX 76307
Phone:	940-761-7931
Cell:	(940) 631-5549
Fax:	
Contact:	Teresa Rose
Email:	teresa.rose@wichitafallstx.gov

EQUIPMENT INFORMATION	
Stock #:	Ordered UNITID
Year:	2025 BODY Labrie CFL
Make:	Mack
Model:	TE64R
VIN:	
Salesperson:	Josh Phillips

EQUIPMENT SPECIFICATIONS			
Engine Make:	Mack MP7-355C	Wheelbase:	210" w/ 185" Clear CT & 87" AF
Horsepower:	355hp w/ 1250 Lb-ft Torque	Frame:	9.5mm Steel w/ 2,037,600 Lb-in RBM
Engine Brake:	Yes - Mack Powerleash For MP7	Interior Trim:	TE Standard Gray w/ FabriFoam Seats
Transmission:	Allison 4500RDS - 6-Spd Automatic	Wheels Front:	Accuride Steel Powder Coated White
Front Axle:	Mack - 20,000#	Wheels Rear:	Accuride Steel Powder Coated White
Rear Axle:	Mack - 48,000#	Tire Size:	315/80R22.5
Rear Suspension:	Mack - mRide48 - 48,000# 3-Leaf Parabolic	Tire Front:	Bridgestone M870
Ratio:	5.31	Tire Rear:	Bridgestone M870

Chassis Includes the Following Local Extras:	
New Truck Prep - Includes PDI, Bruckner Mudflaps, Bruckner Floor Mats, \$100 Fuel, Truck Wash w/ Interior Detail, & State Inspection	Pricing Is Based On 25A Pricebook As Of 7/28/23 And MAY Be Subject To Any Material Surcharges That Mack Or Labrie May Add. Customer Can Cancel At The Time Of Notification Of Surcharge Without Any Penalty.
Labrie Wittke CFL Installed & Delivered To Bruckner's - Wichita Falls Reliance Quote - 202300759	
FOB: Central Service Garage	Purchased Using Bruckner's HGAC Contract #HT06-20. HGAC Fee Included.

Trade-In Information:		Each	Multiple Total
Trade 1:	Trade 2:	\$366,518.00	
Allowances:		-	
VIN:			
Year:			
Make:			
Model:			
Payoff:			
Quantity			
OTHER CHARGES:			
Title, and License Fees (Estimated):		-	-
Purchase Coverage	Type: _____	-	-
Insurance	Type: _____	-	-
Dealer Inventory Tax and Doc Fees:		300.00	-
Cash Down Payment:			
TOTAL:		\$366,818.00	

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

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**CITY COUNCIL AGENDA
OCTOBER 3, 2023**

ITEM/SUBJECT: Resolution authorizing the purchase of one (1) Commercial Side Loader solid waste collection truck through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$307,430.00.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Efficiently Delivery City Services

STRATEGIC OBJECTIVE: N/A

COMMENTARY: The Sanitation Division is scheduled to replace one commercial side loader for alley service in 23-24 budget based on the age of the vehicle, mileage, and maintenance expenses. The commercial side loader will be comprised of Mack Terrapro Cabover MRU612 cab and chassis from Bruckner Truck Sales, Inc. and Curb Master RH08-137 Commercial Side Loader body with Eject Unloading from Kann Manufacturing Corporation in the amount of \$307,430.00.

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

The Sanitation Division budgeted \$317,368 for the purchases of one alley sideload solid waste collection vehicle. Therefore, Staff recommends the purchase of one (1) turnkey commercial side loader for the alley service through H-GAC Purchasing Cooperatives in the amount of \$307,430.00.

☒ **Director of Public Works**

ASSOCIATED INFORMATION: Resolution, Quote

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the purchase of one (1) Commercial Side Loaders through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$307,430.00

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

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

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

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

City Staff is authorized to execute all documents necessary to purchase one (1) Commercial Side Loader through the H-GAC Purchasing Cooperatives from Bruckner Truck Sales, Inc. in the amount of \$307,430.00.

PASSED AND APPROVED this the 3rd day of October, 2023.

MAYOR

ATTEST:

City Clerk

REPLACING:

DEPARTMENT	UNIT	YEAR	MAKE	MODEL	MILEAGE
SANITATION	1190	2010	MACK	MRU612	117,003





Bruckner's Truck & Equipment Retail Proposal

Date: **July 26, 2023**

CUSTOMER INFORMATION	
Name:	City of Wichita Falls
Name:	
Address:	PO Box 1431
CSZ:	Wichita Falls, TX 76307
Phone:	940-761-7931 Cell: (940) 631-5549
Fax:	Contact: Teresa Rose
Email:	teresa.rose@wichitafallstx.gov

EQUIPMENT INFORMATION	
Stock #:	Ordered UNITID
Year:	2025 BODY KANN Alley
Make:	Mack
Model:	TE42R
VIN:	
Salesperson:	Josh Phillips

EQUIPMENT SPECIFICATIONS			
Engine Make:	Mack MP7-355C	Wheelbase:	175" w/ 150" Clear CA & 83" AF
Horsepower:	355hp w/ 1250 Lb-ft Torque	Frame:	9.5mm Steel w/ 2,037,600 Lb-in RBM
Engine Brake:	Yes - Mack Powerleash For MP7	Interior Trim:	TE Steel Gray w/ FabriFoam Seats
Transmission:	Allison 4500RDS - 6-Spd Automatic	Wheels Front:	Accuride Steel Powder Coated White
Front Axle:	Mack FXL20 - 20,000#	Wheels Rear:	Accuride Steel Powder Coated White
Rear Axle:	Meritor - 30,000#	Tire Size:	315/80R22.5
Rear Suspension:	Mack 30,000# Multileaf	Tire Front:	Bridgestone M870
Ratio:	4.89	Tire Rear:	Bridgestone M870

Chassis Includes the Following Local Extras:	
New Truck Prep - Includes PDI, Bruckner Mudflaps, Bruckner Floor Mats, \$100 Fuel, Truck Wash w/ Interior Detail, & State Inspection	Pricing Is Based On 25A Pricebook As Of 7/26/23 And Will Be Ordered For A 2024cy Build. Price Is Subject To Change If Mack Or KANN Have Any Material Surcharges Added Prior To Build.
KANN Mfg RH08-137 Curb Master Commercial Side Loader Installed & Delivered To Bruckner's - WF KANN Quote ID #9037	Purchased Using Bruckner's HGAC Contract #HT06-20. HGAC Fee Included.
FOB: Central Service Garage	

		Each	Multiple Total
Trade-In Information:	Trade 1:	\$307,130.00	
Allowances:	Trade 2:	-	
VIN:			
Year:			
Make:			
Model:			
Payoff:			
Quantity			
OTHER CHARGES:			
Title, and License Fees (Estimated):		-	-
Purchase Coverage	Type: _____	-	-
Insurance	Type: _____	-	-
Dealer Inventory Tax and Doc Fees:		300.00	-
Cash Down Payment:			
TOTAL:		\$307,430.00	

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

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MINUTES
PLANNING & ZONING COMMISSION
August 9, 2023

PRESENT:

Michael Grassi	◆ Member
Blake Haney	◆ Member
Doug McCulloch	◆ Member
Matt Marrs	◆ Member
Noros Martin	◆ Member
Paul Mason	◆ Alternate No. 2
Wayne Pharries	◆ Member
Jeremy Woodward	◆ Vice-Chair
James McKechnie, Deputy City Attorney	◆ City Staff
Monica Aguon, City Attorney	◆ City Staff
Paul Menzies, Assistant City Manager	◆ City Staff
Terry Floyd, Development Services Director	◆ City Staff
Fabian Medellin, Planning Manager	◆ City Staff
Christal Cates, Senior Executive Asst.	◆ City Staff

ABSENT:

David Cook	◆ Chairman
Mark McBurnett	◆ SAFB Liaison
Cayce Wendeborn	◆ Member
Steve Wood	◆ Alternate No. 1
Councilor Bobby Whiteley	◆ Council Liaison

I. CALL TO ORDER

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

III. PUBLIC COMMENTS

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

IV. APPROVAL OF MINUTES

Mr. Noros Martin made a motion to adopt the July 12, 2023, minutes. Mr. Matt Marrs seconded the motion. The motion was passed unanimously, 7-0

VII. CONSENT AGENDA

Case P 23-13 – Trophy Park, Section 5
Case P 23-14 – Luther Nichols III Addition, Lot 1, Block 1

Case P 23-15 – Plum Creek Commercial Addition, Lot 1, Block 3

Vice Chairman Woodward asked if there were any items that needed to be moved the regular agenda. Mr. Medellin stated there were no items to be moved to the regular agenda, however, Case P 23-13 – Trophy Park, Section 5, was requested to be pulled from the consent agenda by the applicants.

With Case P 23-13 removed, Mr. Wayne Pharris made a motion to approve the consent agenda with Mr. Marrs seconding. The vote passed unanimously 7-0.

VIII. REGULAR AGENDA**1. Case R 23-03 – 2203 Missile Road - Rezone:**

Public hearing to discuss a proposed rezone at 2203 Missile Road (3.43 Acres of the Lewis Wells Survey, Abstract 323), from Limited Commercial (LC) to Planned Unit Development – Residential Use (PUD-RU) zoning district to allow for the construction of a 48-unit multi-family complex.

Applicant/Owner: Michael Grassi

**It is noted Mr. Michael Grassi, P&Z Commission member had recused himself, filing the paperwork with the City Clerk's Office for record.*

Vice Chairman Woodward opened the public hearing at 2:02 pm concerning case R 23-03. Mr. Fabian Medellin presented a review of the case. The proposed rezone concerning 2203 Missile Road, was not to allow for the development of the multi-residential complex, as that was currently allowed by-right, but to petition for a reduction in the setbacks. The subject property was an undeveloped parcel of land, zoned as Limited Commercial (LC), surrounded by single family uses in a Single Family-2 (SF-2) zoning district.

Mr. Medellin stated staff had previously met with the owner/applicant, Mr. Michael Grassi for a pre-development meeting to discuss the property and development options. During discussions to develop the property for multi-family uses, staff advised Mr. Grassi that multi-family uses are allowed by-right, up to 25 units per acre, up to 85 units for this subject property. Development regulations discussed were the 25ft. setback along frontages, 10ft. setback to the rear and a maximum of 35ft. in height of the structures.

Mr. Medellin stated that the owner, Mr. Grassi, was seeking a reduction of setbacks from the roadway from 25ft. down to 15ft. and to reduce the separation requirements for access points adjacent to alleys and other lots. During the pre-development meeting with Mr. Grassi, staff advised of a rezone that takes a base zoning and modifies it to support the unique development. Mr. Grassi was requesting the setbacks so that he could develop a more aesthetically pleasing development by pushing the structures closer to the roadways, creating more space to the rear of the property to provide a larger area for parking.

Staff advised Mr. Grassi the development of a Planned Unit Development (PUD) had a give and take. The PUD could relax some of the setbacks while enhancing

some sections of the ordinance to provide a unique and more elegant development.

After the meeting, Mr. Grassi contracted a civil engineer to work on the site designs and gather preliminary calculations on infrastructure. Mr. Grassi continued working with staff and provided the site plan the civil engineer had completed. Staff reviewed the site plan, noting the setback reductions and curb cut locations as discussed; however, with Mr. Grassi requesting the PUD, staff also made requests to protect and enhance the development. Mr. Medellin laid out the requirements staff had for the PUD.

Conditions of PUD

- Maximum of 48 Dwelling Units (12 Quadruplexes)
- Single story structures only
- Reduced setbacks of 15ft. along street frontages
- Reduction of distance of curb cuts from adjacent properties and alleys
- Decorative wrought iron fencing with brick columns along Hooper Drive, Greentree Avenue and Missile Road.
- Enhanced landscaping – open space/landscape screening

Mr. Medellin displayed photos of a developed complex provided by the applicant to show what the fencing would be modeled after, giving an example to the Commission. Mr. Medellin noted in addition, to the example photos given there would be additional landscaping required as the photos show only minimal landscaping.

Mr. Medellin displayed the applicant's site plan as well as providing large prints of the site plan to public attendees. Mr. Medellin noted the dual access points, created one drive from Hooper Drive to Greentree Avenue. Staff believes this is the best location to access the site as Missile Road is a minor arterial road on the City of Wichita Falls Thoroughfare classification, and as such is intended to facilitate and help move traffic from one neighborhood to the next, or to the next highest classification road to move them further beyond the neighborhoods to another portion of town. Public Works did not want to allow any access points along Missile Road as it is a minor arterial road.

Mr. Medellin stated the two entrances would allow for sanitation trucks to enter and exit safely, allowing each unit its own rolling poly-cart for sanitation services. Staff believes the two curb cuts will help with the flow of traffic versus funneling all traffic in and out of one access point.

Another element Mr. Medellin advised the Commission of was the proposed paved, internal walking trail inside the complex. In addition, Mr. Grassi would also be constructing a sidewalk outside of the complex, running along Missile Road for pedestrian's safety. Mr. Medellin stated each unit would consist of 2 bedrooms and 2 bathrooms, geared toward military housing. Each unit would be required to have 2 parking stalls, for a total of 96 parking stalls for the complex.

Mr. Medellin stated staff had mailed 50 notices to surrounding property owners within 200ft. of the subject property. A total of 14 responses had been received, 10 opposed and 4 in favor of the proposed development for the first responses. After the second notice, only 2 responses were received, both in opposition. One of the original concerns listed on some of the opposed responses was an increase in traffic on Missile Road. Mr. Medellin clarified that Missile road was a minor arterial street with a recommended usage of 16,000 vehicles a day. As of 2020, the recorded usage was shy of 6,000 vehicles a day, only a one third of the capacity recommended.

Another listed concern was for pedestrian safety, which Mr. Grassi has addressed with the construction of the sidewalk along Missile Road providing a safe place to walk. Privacy was another concern listed that staff has also taken into consideration and it is noted there will be 6ft.fences at the rear of the property. Grading will also be needed and will be leveled out, lowering the property 3-4 ft. That along with the 6 ft. fencing would be a 10ft. difference leaving only rooftops visible.

The last item of concern was listed as infrastructure. Utilities will be addressed in the next phase of platting. Mr. Grassi had already contracted a civil engineer that produced a site plan with noted future work to be done. The Public Works department has preformed testing on-site and stated the pressure was adequate and could handle the requirements the 48 units would need. Mr. Medellin stated there had been recent work performed by the Public Works department on that area but also stated there made be some upgrades needed for the sewer lines. As the developer, Mr. Grassi is aware he will be required to perform such upgrades at his expense.

Mr. Medellin stated the item was presented to Council on July 18, 2023 with staff's favorable recommendation and the unanimous recommendation for approval from the Planning & Zoning Commission. The Council tabled the discussion until August 15, 2023 to allow for additional public comments and the applicant opportunity to meet with concerned property owners.

Following the City Council meeting, the applicant reached out to the concerned property owners and shared the details of the project and expressed his desire to build a quality development. Staff will recommend approval of the proposed rezoning request of +/- 3.43 acres at 2203 Missile Road to Planned Unit Development – Residential Use (PUD-RU) to City Council on August 15, 2023 subject to the following developmental requirements:

1. If approved, the applicant is subject to all other zoning and building code regulations for commercial-related projects. Adhering to the zoning requirements may help lessen the potential impact on the abutting and adjacent residential neighborhood.

Mr. Martin stated he had questions about the notices and the State laws requiring a super majority required for City Council. Mr. Martin also asked why the City Council tabled the case. Mr. Medellin explained it was to give the applicant time to meet

with concerned neighbors to gather additional feedback as requested by the City Council. Mr. Martin asked why they would have to vote on this again when the Commission had already recommended approval. Mr. Terry Floyd advised the meeting was for discussion only and no voting would be happening since they had already voted to recommend to Council the previous month.

Mr. Paul Mason asked Mr. Medellin what the benefits of the approved rezone would be. Mr. Medellin stated the enhanced landscaping and the open space and landscape screening would benefit the neighborhood.

Vice Chairman Woodward asked if there were any other questions from the Commission. Mr. Woodward asked if there was anyone from the public that would like to speak, there were no members of the public present. Vice Chairman Woodward closed the public hearing at 2:15 pm.

IX. ADJOURN

Vice Chairman Woodward adjourned the meeting at 2:16 pm.



David Cook, Chairman

9/13/2023

Date



Terry Floyd, Director of Development Services

9/13/2023

Date

LANDMARK COMMISSION MINUTES

August 22, 2023

MEMBERS PRESENT:

Michele Derr
John Dickinson
Christy Graham
Joel Hartmangruber
Andy Lee
Noros Martin
Janel Ponder Smith
Tim Brewer

■ Chairwoman
■ Member
■ Member
■ Member
■ Member
■ P&Z Liaison
■ Member
■ Council Liaison

Monica Aguon, Assistant City Attorney
Terry Floyd, Development Services Director
Karen Montgomery-Gagné, Principal Planner/HPO
Christal Cates, Administrative Assistant

■ City Staff
■ City Staff
■ City Staff
■ City Staff

ABSENT:

Nadine McKown
Marcela Medellin

■ Vice-Chairwoman
■ Member

GUESTS:

Kim Tigrett, WFHHD President
Bill Andersen, Owner of 522 Ohio Avenue

■ 1301 Grant St.
■ 4403 Post Oak

I. Call to Order, Introductions and Welcome

Chairwoman Michele Derr called the meeting to order at 12:01 p.m. Ms. Derr had Commission members, staff and guests, introduce themselves.

II. Review & Approval of Minutes from: July 12th, 2023

Chairwoman Derr called for review and approval of the July 12, 2023 Landmark Commission meeting minutes. Mr. Joel Hartmangruber made a motion to approve the minutes, Mr. John Dickinson seconded the motion. Minutes were unanimously approved 7-0.

Regular Agenda

III. Action Item: Design Review – 522 Ohio Avenue (*Depot Square District – local & national designation*)

Request to Rehabilitate Ohio Facade:

- New windows (3): double pane, wood frame, tempered lowE glass

- New doors (2): Belleville smooth fiberglass entry door

Ms. Karen Montgomery-Gagné presented the case and stated the owner and applicant, Mr. Bill Andersen, was requesting approval from the Commission to rehabilitate the structure located at 522 Ohio Avenue. Ms. Gagné advised the Commission the structure was a non-contributing structure, however, it still had significance having both local and national designations.

Ms. Gagné stated the subject property was located at 522 Ohio Avenue, between 5th and 6th Streets. The structure, known as the H. C. Lueke Building, was built in 1909 in part of the downtown service area. In 1925 it was combined with the adjacent building for a tractor, implement and tin shop. Inventory photos from 2013 showed the brick veneer façade added in the 1950's. The second photo from the 2019 inventory showed doors repaired/replaced with wood panels.

Ms. Gagné advised the proposal she was presenting was for 3 new windows and 2 new doors and that there were no changes to the façade. Both windows and doors proposed for replacement with a fiberglass smooth finish commercial style door and a Lincoln-brand wood framed double-pane tempered lowE window. Ms. Gagné stated the precedent for use of fiberglass replacement doors had previously been set in the Depot Square Historic District and reminded the Commission this was a non-contributing structure. Staff recommended the proposal as it was in keeping with the City's design standards using materials accepted in the district and the original windows were not functional.

Mr. Noros Martin asked the owner the intended use of the building. Mr. Andersen stated it was currently used for storage (props and costumes) by the Backdoor Theatre and would remain storage. He added Backdoor Theatre had leased space at 600 6th St but additional space was needed for the Sixth Street Winery so he purchased abutting building. Mr. Andersen said he was petitioning to make changes for facade beautification while making the structure more secure.

Chairwoman Derr asked if there were any comments from the public. With no comments from the public, Ms. Derr asked if there were any further questions from the Commission. Mr. Andy Lee made a motion to approve the design review request at 522 Ohio Ave., a non-contributing building, to install 3 commercial windows with wooden frames and 2 commercial smooth fiberglass entry doors all utilizing existing openings. Project as outlined determined to be in compliance with Wichita Falls Design Guidelines and Standards Sec. 4 Item 6 (Windows and Screens) and Item 7 (Doors). Ms. Janel Ponder-Smith seconded. The motion passed with a vote of 7-0.

IV. Action Item: Design Review – Non-Compliance – 1501 Tilden Street (*West Floral Heights Historic District*)

Non-Conforming Items:

- Windows – vinyl; simulated divided lites
- Front Entry Door – double door; altered glazing; no side-lites

Ms. Karen Montgomery-Gagné presented the case and stated this petition was to consider the owner's request for additional delay in enforcement to give owner another extension of time to submit a revised design review application deemed sufficient for review by the Commission at the November 28, 2023 meeting. Ms. Gagné gave a brief overview of the project and timeline. The applicant was not present due to work scheduling. Ms. Gagné apologized to the Commission and stated she still had not received a fully completed revised application from owner.

Staff stated the subject property was located at 1501 Tilden Street, corner of Avenue E and Tilden Street in the West Floral Heights Historic District. The structure, built in 1920 was designated in 2004 and is contributing to the district. Inventory photos from 2013 showed the façade essentially unchanged other than paint and a missing shutter. The photos clearly show the 2nd story windows as 6 over 1 pattern, the 1st story, 5 over 1 windows and the 9 over 9 windows on the south wing. The home has a two-story entry porch with a flat roof with Greek style columns that are a defining feature. In 2017 the Commission approved design review alterations to address water leak damage to the interior; replacing the tile roof with alternate materials and flashing added along with alternate materials around the dormers. However, there were also unauthorized alterations made by a previous owner sometime in 2017/2018 that included replacing dormer windows with 2 over 2 pattern and other windows on the rear, side and upper story.

A stop-work order was issued December 19, 2022 for no building permits or design review authorization for alterations. Alterations included vinyl window inserts installed with an alternate pattern 4 over 1 instead of original 5 over 1 style; simulated divided lites and single hung. Original windows were constructed of wood with exterior muntins (wood strips separating glass panes); double-hung. The owners indicated replacement windows were installed for improved energy efficiency, conservation and security. On February 10, 2023, an on-site meeting was held to view the removed windows. It was determined by an Architect and Craftsman from the Landmark Commission that the original wood windows (from Tilden façade 1st story; 5 over 1 pattern); could be repaired; deglazed and repainted.

Ms. Gagné advised, the Secretary of the Interior Standards for wood stated replacement elements must match the design and detailing of the original or historic feature as closely as possible, and they must be replicated using similar elements at the site as a template or through the use of historic photographs. Ms. Gagné further advised the Design Guidelines for the City of Wichita Falls stated for windows (*pages 56-57*) the following:

- b. Retain & restore original windows, window surrounds, and screens unless deteriorated beyond repair.*
- c. Storm windows may provide increased energy efficiency without damaging historic windows.*
- d. If original windows or screens deteriorated beyond repair, replacement windows shall maintain the same size, profile, configuration, finish and details as the original windows.*

- f. False muntins inserted inside the glass are not permitted; true divided lites or dimensional muntins on outside of glass and spacers inside glass provide appearance of true divided lites.*
- h. Although some substitute materials, such as extruded aluminum, may be used for replacement windows, the appearance of the window from the public right-of-way shall closely resemble the original in size, configuration, profile, and finish. Vinyl is not an appropriate substitute material.*

On March 28, 2023 the Landmark Commission unanimously voted to deny the illegally installed sunroom windows as they did not meet the requirements (City's Design Review Guidelines Sec. 4, Item 6 – Windows/Screens) for replacement windows as they needed to be replaced with wood, aluminum or aluminum clad wood, exterior muntins and a 5 over 1 configuration. Also voted to deny the illegally installed replacement windows on Tilden facing facade (City's Design Review Guidelines Sec. 4, Item 6 – Windows/Screens) and recommended replace with an appropriate material with exterior muntins and same configuration of 5 over 1. At this same meeting the Commission unanimously voted to deny the illegally replaced double front doors as installed as they do not meet the City's Design Review Guidelines Sec. 4, Item 7 – Doors and submit a new application for a single front door with paired side lites that maintain the same configuration and design as original.

Current photos taken August 14, 2023 clearly show the non-compliant double front doors painted black. Ms. Gagné advised since the Commission's ruling in March only a partial design review application was submitted in April for replacement door options and windows. The Commission unanimously passed a motion at the May 23, 2023 meeting requiring action from owner within 90-days for submission of a revised Design Review application deemed sufficient for consideration by Landmarks. That time frame expired August 21, 2023.

Ms. Gagné stated the owner contacted staff August 7th requesting another 3 month or sooner extension after a significant 2nd floor water leak. Photos sent from the owner show damage to downstairs ceiling/walls. Insurance claim was denied as pipe burst not a faulty shower pan. Also discovered drainage pipes under house need replacement. Service Master was contacted to dry out walls and ceiling. The applicant was working with Scott Hollars at Builders Lumber, to obtain spec sheets for new door and aluminum clad windows with exterior muntins. Ms. Gagné did note that as of August 22, 2023, no permits were on file to initiate plumbing repairs.

Mr. Joel Hartmangruber asked if this motion was to enforce the non-compliance issues and if any action was taken against the contractor. Ms. Gagné advised the contractor was issued a ticket that was paid and a lengthy meeting with staff to explain why they were issued a ticket. Mr. Terry Floyd stated replacing windows required a permit even if they are not historical and the contractor had previous projects replacing windows.

Mr. Lee stated he felt a design review was needed with the applicant present and would like the Commission to consider possibly allowing an extension to be granted. Ms. Gagné stated staff recommended no more than a 30-day extension be given due to the

lack of progress. Mr. Martin asked if the extension was granted if staff believed the applicant would comply since they had not in the previous 6 months. Ms. Gagné stated it would be up to the Commission to grant an extension. The previous 90-day extension given was lengthy with no progress made and staff believed a 30-day extension was enough time to have all paperwork submitted with a completed design review application.

Discussion among the Commission on an exact time-frame with the Labor Day weekend and exactly what would be due at the time given for voluntary compliance. Mr. Martin made a motion to approve a 30-day extension with a design review application due on September 5, 2023. After brief discussions on the correct wording, Mr. Martin recanted his motion. Chairwoman Derr made the motion granting an additional time extension for 1501 Tilden until the next Landmark Commission meeting scheduled for Tuesday, September 26, 2023 and the applicant is informed the revised design review application (sufficiently complete for consideration) shall be made to City staff in a timely manner by Tuesday, September 5, 2023 to be considered by the Landmark Commission. Mr. Martin seconded the motion that passed unanimously with a vote of 7-0.

V. Action Item: Design Review – Non-Compliance – 1416 Hayes Street (*West Floral Heights Historic District*)

Non-Conforming Items:

- Windows – vinyl; simulated divided lites
- Front Entry Door – solid steel; no glazing; storm door

Ms. Karen Montgomery-Gagné presented the case and stated this non-compliance case was being brought before the Commission after lapse of 60-days the Commission provided to encourage owner's voluntary design review compliance, consider staff's plan to proceed with enforcement, including but not limited to issuance of any appropriate municipal court citations under supervision of the director.

Ms. Gagné stated the subject property, located at 1416 Hayes Street, northwest corner of Hayes Street and Avenue E was constructed in 1925 and was a contributing structure in the West Floral Heights Historic District. A brief overview of the previous proposal was given and a photo taken in 2019 showing a screen door added to the primary front entry and the former windows on Hayes Street façade with a 6 over 1 pattern and the east façade windows 6 over 6 pattern in place. In February, City staff were alerted to window installation being conducted by Home Depot. The installation was essentially completed when staff was notified with no permits or design review having been obtained. Ten windows had been replaced on the east and south facades, with direct visibility from Hayes Street and Avenue E. At the March 28, 2023 Landmark Commission meeting the Commission unanimously approved the denial of windows as installed with vinyl which did not meet the City's Design Review Guidelines Sec. 4- Item 6 Windows/Screens. The windows would need to be replaced with either wood, aluminum or aluminum clad materials, any color, muntins on exterior and 6 over 6 configurations, with the middle single window (Hayes façade) being 8 over 8 configurations.

On March 7, 2023 a stop-work order was issued during the process of removing and replacing the primary front entry door without an approved design review. The former front door had 8-lites and beveled glass. The door appeared original based on design and unique size (43.5 x 85.75 inches). The replacement door was a JELD-WEN steel single door unit with no glazing did not match the style, materials and design to fit the Craftsman architectural style or meet the minimum design review guidelines. At the March 28, 2023 Landmark Commission meeting the Commission unanimously denied the replacement solid steel door and recommended either repair original wood door or replace with either a wood or fiberglass door that matches the same architectural style. Home Depot agreed to work with the homeowner and agreed to return the custom ordered door and replace it with a recommended door that would meet the design guidelines. A photo from May 17, 2023 showed the steel front entry door denied by Landmark Commission on March 28, 2023 then installed by homeowner. The contractor for Home Depot attempted to work with applicant/owner to exchange the custom steel door with a typical Craftsman-style accepted by Commission. Owner requested contractor leave the premises. Vinyl windows still remain in place with no compliant alternative that meets Wichita Falls Design Review Guidelines. Owner indicated in May no funds to replace.

During preparation for the proposal, staff found the homeowners met with Home Depot and started designing the window project in September 2022. It was noted there would have been an abundance of time to come before the Commission for a design review approval for acceptable materials used on this project. The 60-day extension given by the Commission to submit a design review application expired July 21, 2023. During the most recent conversation with staff on August 9, 2023 the owner re-iterated, the windows and door will not be replaced due to inability to afford new replacements after already spending \$15,000.

Chairwoman Derr asked if there were any comments from the public, no comments made. Ms. Graham stated the Commission could enforce this case, however, it would only result in a one-time fine of \$500. Assistant City Attorney, Ms. Monica Aguon, stated it could be up to \$500 per day, each day the owner was in non-compliance. Mr. Floyd stated a ticket could legally be written every day but this case would be reviewed before each citation written. Ms. Aguon stated it was recommended staff prepare as it was the Commission's duty to enforce the non-compliance while staff continued to work with the property owner to bring the items into compliance. Mr. Floyd stated the frequency of the citations issued would increase with the amount of time the owner continued in non-compliance with no communication to staff. Mr. Floyd advised it was his and staffs wishes to work with the owner and move into compliance as soon as possible.

Mr. Hartmangruber stated he wished to see this resolved between the contractor and the homeowner. Mr. Martin made the motion to approve staff enforcement of the non-compliant items. Mr. John Dickinson seconded and the motion which passed with a vote 6 Commission members in favor and 1 opposed.

VI. Other Business:**a) Monthly Reports****Depot Square:**

Ms. Derr gave the following updates:

- August 25th – 27th Hotter 'N Hell weekend
- September 1st – Burn Shop hosting Block Cook-Off on Ohio
- September 7th – Art Walk

West Floral Heights:

Ms. Ponder-Smith gave the following updates:

- Letter drafted to West Floral Heights Historic District property owners about the importance of historic preservation and adhering to guidelines.

b) Updates:

- Revision – Chapter 62 Historic Preservation Ordinance
- 502 Ohio Ave. – Depot Square Historic District
- West Floral Heights HD – Marker Project
- THC – CLG Role: Monitoring State & Federally Designated Resources

c) Resources/Periodicals:

- Preservation – National Trust


d) Design Review – Staff Authorized – Minor Alteration/Repairs:

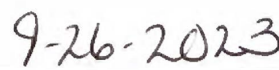
- 600 8th St – Historic Holt Hotel (Depot District/Landmark) – various site repairs (THC authorized)
- 615 7th St – Depot Square HD – sewer tap
- 617 7th St – Depot Square HD – fencing/shade sail permits (Landmark authorized)
- 1512 Buchanan – West Floral Heights HD – HVAC change out
- 1605 Buchanan – West Floral Heights HD – backflow/sprinkler replacement
- 1712 Buchanan – West Floral Heights HD – replace water heater
- 1300 Tilden – West Floral Heights HD – driveway approach replacement
- 1509 Tilden – West Floral Heights HD – 60ft sidewalk replacement/drive approach permits
- 1615 Hayes – West Floral Heights HD – in-kind replacement roof
- 1413 Hayes – West Floral Heights HD – meter panel repair/storm damage
- 408 Morningside (NRHP District) – Information purposes only: backflow test/replacement

VII. Adjourn

Next regularly scheduled meeting September 26, 2023 – 12 p.m.

Meeting adjourned at 1:08 p.m.


Michele Derr, Chairperson


Date

CITY COUNCIL AGENDA
October 3, 2023

ITEM/SUBJECT: Ordinance amending Sections 11b-4, 11b-6, and 11b-8 of Ordinance No. 52-2023, the fee schedule applied to Sanitation, Sewage, & Stormwater; providing for severability; providing that such Ordinance shall not be codified; and providing an effective date.

INITIATING DEPT: Legal

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice effective governance

COMMENTARY: City Staff has identified an administrative mistake in the fee calculations outlined in Sections 11b-4, 11b-6, and 11b-8 of the Fee Amendment Ordinance, which was officially passed and approved on September 5, 2023. A revision to the fee ordinance has been prepared to rectify this error, substituting the inaccurately computed fees with the correct ones. Furthermore, this amendment has been formatted using the tracked changes feature to transparently display the incorrect fees that were initially approved on September 5, 2023, alongside the accurate fees that will take immediate effect. The amendment encompasses the following adjustments:

11b. Sanitation, Sewer, and Stormwater

- 11b-4. Corrects Sewer Service Rates
- 11b-6. Corrects Water Usage Rates
- 11b-8. Corrects Industrial Water Reuse Rates

It is important to note that no residents were adversely affected by this oversight, as the error was identified prior to the implementation of these rates.

☒ **City Attorney**

ASSOCIATED INFORMATION: Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance amending Sections 11b-4, 11b-6, and 11b-8 of Ordinance No. 52-2023, the fee schedule applied to Sanitation, Sewage, & Stormwater; providing for severability; providing that such Ordinance shall not be codified; and providing an effective date

WHEREAS, the City Council previously enacted Ordinance No. 52-2023 on September 5, 2023, to provide an updated fee schedule necessary to provide for services and regulated programs; and,

WHEREAS, it has come to the attention of City Staff that a clerical error occurred in the calculation of the Sewer Service Rates, Water Usage Rates, and the Industrial Water Reuse Rate listed in Section 11b of said fee schedule, increasing the rates by the incorrect percentage; and,

WHEREAS, the administrative error was identified and rectified before the erroneous rates could go into effect, ensuring that no harm has been caused to the citizens; and,

WHEREAS, City Staff has studied the cost of providing the services and enforcing the regulatory schemes which are currently not being covered by the existing fees; and,

WHEREAS, after receiving and reviewing the aforementioned costs, the City Council finds that the fees established herein do not exceed the amount reasonably necessary to provide the services and administer and enforce the regulatory programs to which they are related; and,

WHEREAS, the City Council finds that the fines, fees, and rates described herein are necessary to provide for the services and regulated programs and further finds that any discrimination established against non-residents in fee amounts does not provide funds that exceed the taxpayer-funded amount of the described programs; and,

WHEREAS, in order to meet budget requirements for Fiscal Year 2024, an emergency shall be declared, and this Ordinance shall become effective on October 3, 2024, upon its passage and publication.

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

1. The following schedule of fees and charges of section 11b of Ordinance No. 52-2023 shall be *amended and adopted* for all City operations, which are authorized to create or enforce such fees by state or federal law or by the Code of Ordinances:

11b. Sanitation, Sewage, & Stormwater

11b-4. Sewer Service Rates:

- (1) Retail User Monthly Minimum ~~\$8.62~~\$8.30 per full billing cycle
- (2) Monthly Sewer Usage Rate(Non-Residential)..... ~~\$2.006~~\$1.93 for each 100 cubic feet of water
- (3) Monthly Sewer Usage Rate (Residential)based upon the average winter months' water usage

11b-6. Water Usage Rates:

- (1) The minimum monthly bill for all metered treated water service shall be as follows, exclusive of any water volume charge:

Meter Size (inches)	Minimum Bill
3/4	\$20.50 <u>\$19.75</u>
1	\$41.53 <u>\$40.00</u>
1½	\$76.56 <u>\$73.75</u>
2	\$118.60 <u>\$114.24</u>
3	\$216.73 <u>\$208.78</u>
4	\$356.91 <u>\$343.80</u>
6	\$707.30 <u>\$681.35</u>
8	\$1,253.96 <u>\$1,207.94</u>
10	\$1,954.92 <u>\$1,883.18</u>

- (2) For consumption, the rates per 100 cubic feet for single-family units and multi-family units up to four units shall be at an inclining block rate as follows:
 - First 200 cubic feet of water at ~~\$4.17~~ \$4.01 per hundred.
 - Next 800 cubic feet of water at ~~\$4.36~~ \$4.20 per hundred.
 - Next 1,000 cubic feet of water at ~~\$4.57~~ \$4.40 per hundred.
 - Next 2,000 cubic feet of water at ~~\$4.99~~ \$4.81 per hundred.
 - Next 2,000 cubic feet of water at ~~\$5.27~~ \$5.08 per hundred.
 - Next 6,000 cubic feet and above of water at ~~\$5.60~~ \$5.39 per hundred.
 - Specific use meters installed for lawn sprinklers, swimming pools, and other nondomestic uses will also be billed at the inclining block rate described above.
- (3) For Reilly Road Water Fill Station customers, the rates shall be:
 - City residents ~~\$7.71~~ \$7.42 per thousand gallons of water.

- Non-city residents ~~\$15.40~~ \$14.84 per thousand gallons of water.
 - Non-resident service fee ~~\$28.61~~ \$27.56 per month.
- (4) For multi-family units having 5 or more units, and all other non-residential use meters, the rate shall be a flat rate of ~~\$4.46~~ \$4.30 per hundred cubic feet.
- (5) During the first and last billing cycle in which an account is active, the minimum monthly bill shown in this section shall be prorated for the number of days the account is active; the prorated daily charge shall be based on a 30-day month. The amount charged in the first and last billing cycle for water consumed and the prorated minimum bill shall not exceed the charges for the same amount of water in a full billing cycle.
- (6) The current rate structure for raw water retail customers inside the corporate city limits is as follows:
- Minimum bill, per month ~~\$20.50~~ \$19.75
 - Volume charge per 100 cubic feet for consumption ~~\$0.60~~ \$0.57
 - Retail treated and raw water customers outside the corporate city limits will pay two times the above rates.
- (7) Wholesale Water Rates: The following rates are approved for the indicated category of wholesale water customer, and shall apply unless a contract expressly provides for fees to be charged or calculated in a different manner than as shown below:

Category	Per 1,000 Gallons	Per 100 Cubic Feet
Treated water transmitted (TWT)	NA	\$4.2470
Raw water only (RWO)	\$0.6924	NA

The rates in the above part of this section shall apply to the following contract customers. Unless otherwise shown, the applicable rate will be effective during the first full billing cycle after October 1 of the year in which the rate was modified, and thereafter:

Customer	Rate Category	Remarks
Sheppard Air Force Base (SAFB)	TWT, sole source	Pump station meter
Sheppard Air Force Base	TWT	Capehart housing meter
Sheppard Air Force Base	TWT	Puckett Tower Meter
Archer Co. Municipal Utility Dist. #1	TWT	
City of Burkburnett	TWT	
Dean Dale Water Supply	TWT	

Corporation		
Friberg-Cooper Water Supply Corporation	TWT	
City of Holliday	TWT	
City of Iowa Park	TWT, sole source	
City of Lakeside City	TWT	
Town of Pleasant Valley	TWT	
City of Scotland	TWT	
City of Olney	RWO	
City of Archer City	RWO	
Red River Authority of Texas	TWT	Lake Arrowhead System
Windthorst Water Supply Corporation	TWT	
Wichita Valley Water Supply Corporation	RWO	Lake Kickapoo Meter
Wichita Valley Water Supply Corporation	TWT	Wranglers Retreat Meter

(8) Credit Card Convenience Fee \$3.25 per transaction.

(9) City Utilities Division Fees for Service:

- Standard water tap: A three-quarter-inch or one-inch water tap that does not exceed 15 feet of service line. Excavation is performed in soil using a backhoe and no additional construction (e.g. cutting of asphalt or concrete; underground boring or specialized construction to avoid other utility lines, etc.) is required.

Size of Tap	
3/4"	\$1,593
1"	\$1,695

- Non-standard water tap: A water tap that is larger than one inch or that includes a service line longer than 15 feet; requires underground boring, breaking of concrete or asphalt in street, alley or behind curb, or other non-standard construction techniques such as carrier pipe encasement or excavation by a means other than backhoeDetermined by job estimate using standard charges.

- Standard sewer tap: A sewer tap installed on an existing sewer main line or manhole using standard equipment and materials where the property owner or agent has excavated and no additional preparation by the city is required, and where the excavation meets OSHA standards for trench/excavation safety.

Type of Tap	
Pipe	\$160.10
Manhole	\$340.00

- Non-standard sewer tap: A sewer tap where non-standard equipment or materials are required; additional preparation by the city is required; or trench/excavation safety to meet OSHA standards must be achieved by the cityDetermined by job estimate using standard charges.
- Standard charges for labor, equipment and materials. The following standard charges for labor, equipment and materials will be used to estimate non-standard water and sewer taps and other special utility-related services:

Item	Charge
Labor (Normal duty hours)	\$23.50/hour
Labor (Overtime)	\$35.00/hour
Materials	Current cost City + 10% for Administration & Warehousing
Backhoe/ditcher/front-end loader	\$63.50/hour (4-hour min.)
Crew truck with tools	\$40.00/day (1/2 day min.)
Sewer rod truck, or jet cleaner with crew	\$80.00/hr (Normal duty hours) \$112.50/hr (Overtime)
Sewer Recycle Unit with crew	\$160.00/hr (Normal duty hours) \$225.00/hr (Overtime)
Air compressor	\$33.00/hr (2-hour min.)
Tap machine (6" and smaller)	\$200.00/job
Tap machine (larger than 6")	\$364.00/job
Lighted arrow board	\$132.25/day (1/2 day min.)
Standard barricading of excavation: use of not more than 3 Type I barricades w/lights as necessary and/or plastic fencing,	\$86.00/day (1/2 day min.)

3 standard traffic signs and 6 standard traffic cones. Includes 1 on-site check per day.	
Standard manhole (5' deep)	\$2,148.34 plus \$380/ft. over 5'
Fire Hydrant (installed)	Determine by job estimate using standard charges

- Standard charges for general services: The price for the general utility-related services shown below will be as indicated:

Service	Charge
Meter size reduction or increase	Determine by job estimate using standard charges
Underground boring without casing (up to 60') (for 1" and less)	\$476.10/job
Underground boring without casing	Diameter in Inches X \$4 + \$4/linear foot
Underground boring with casing	Boring cost plus materials cost
Shoring (if required for other services)	\$264.50/day
Backfill and Pavement Repair:	
Labor (Normal duty hours)	\$23.50/hour (2-hour min.)
Labor (Overtime)	\$35.00/hour (2-hour min.)
Materials	Current cost City + 10% for Administration and Warehousing
Backhoe/Front End Loader	\$63.50/hour (2-hour min.)
Dump Truck	\$74.00/hour (2-hour min.)
Crew truck with tools	\$20.00/hour (2-hour min.)

Pavement repair for water tap	\$525.00/job min.
Unload septic waste from vacuum truck at City Wastewater Treatment Plant	\$0.08 per gallon for loads originating within city limits; \$0.16 per gallon for loads originating outside city limits
Laboratory testing of septic loads with excessive levels of FOG, TSS, or BOD or with other constituents not acceptable at plant.	Commercial lab cost plus 10% for administration and handling
Dewatering and disposal of grease and/or grit waste at City Waste-water Treatment Plant	N/A - refer customer to private Type 5 facility
Returned check (no cut-off required)	\$30.00
Cut-off/reconnect as per request of customer	\$30.00
Service Disconnect and Restoration Fee	\$30.00 plus \$20.00 extra if same day reconnect requested
Remove meter (up to and including 1")	\$66.00 plus deposit or payment
Remove meter (larger than 1")	Determine by job estimate using standard charges
Meter Reset for Pre-existing Residence (up to and including 1")	\$500.00, unless within 5 years after removal of the meter
Meter Reset for Pre-Existing Residence (larger than 1")	Determine by job estimate using standard charges
Padlock and saddle damage	\$37.00
Water-off lid (customer damage)	\$53.00
Cut-off/replacement (customer damage)	\$125.00
Meter damage (customer tampering) up to 1"	\$66.00 plus parts
Remove/install cut-off and install/remove plug customer	\$190.00

service line (up to 1")	
Additional measures to prevent illegal use of water	Determine by job estimate using standard charges
Meter test (of accurate meter) (up to 1")	\$72.75
Meter test (of accurate meter) (larger than 1")	Determine by job estimate using standard
Reread (reading accurate)	\$20.00
Establish temporary water Account	\$30.00 (includes establishment of account, turn-on/turn-off of water)
Deposit for Fire Hydrant Meter	\$1,900.00 meter deposit plus \$100.00 billing deposit
Manual invoicing (minimum charge)	\$22.50/hr., 1 hr. min.
Standard barricading of excavation: use of not more than 3 Type I barricades w/lights as necessary and/or plastic fencing, 3 standard traffic signs and 6 standard traffic cones. Includes 1 on-site check per day.	\$86.00/day (½ day Min.)

11b-8. Miscellaneous Water/Sewer/Sanitation/Stormwater Fees:

- (1) New landscaping fee during Stage 1 & 2 drought.....\$50
- (2) New Landscaping Water Rate during Stage 2 ...3 x normal rate over 10 ccf
- (3) Stormwater fee\$5.00 per unit. Maximum commercial fee \$1,666.65 per month
- (4) Street Sweeper Fee \$95.00 per hour. Minimum 2-hour charge.
- (5) Engineering Construction Bid Plan Set \$35.00
- (6) Late Payment Fee \$25.00 for every 30 days after due date
- (7) Municipal Settings Designation (MSD) Application Fee\$2,500.00
- (8) Industrial Water Reuse Rate.... ~~\$4.27~~ \$4.11/1000 ~~ccf~~gals.
- (9) Water Bacteriological Analysis \$60.00 per test

2. The fee schedule established by this Ordinance shall be made available to the public through the Office of the City Clerk and be published online in such a manner as to be available to the public.

3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

4. To the extent that the Code of Ordinances establishes the existence of a fee, this Ordinance will govern the amount of that fee, but this Ordinance shall not be codified.

5. An emergency is declared, and this Ordinance goes into effect on October 3, 2023.

PASSED AND APPROVED this 3rd day of October, 2023.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
October 3, 2023

ITEM/SUBJECT: Resolution authorizing the City Manager to execute the Joint Funding Agreement for Water Resources Investigations, Number 24SJJFATX039000, with the U.S. Geological Survey for \$88,673.00.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Provide Adequate Infrastructure

STRATEGIC OBJECTIVE: Complete Public Improvements Projects

COMMENTARY: For 34 years, the City of Wichita Falls has participated in funding existing gauging stations operated and maintained by the U.S. Geological Survey (USGS). The stations the City has historically participated in funding are listed below:

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

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

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

The total cost to operate and maintain the stations for 2023-2024 is \$116,090.00. The City will fund \$88,673.00 for the annual operations and maintenance costs which has increased by \$2,210 from the previous year for the water quality monitoring on the Wichita River at Loop 11. The USGS funds \$27,417.00.

Funding for this agreement is budgeted from two funding sources; Water/Sewer Fund and Stormwater Utility Fund in the amount of \$88,673.00. Staff recommends approving the Joint Funding Agreement with the USGS in the amount of \$88,673.00 for the annual maintenance and operations of nine gauging stations.

☒ Director of Public Works

ASSOCIATED INFORMATION: Resolution, Agreement, and Location Map

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to execute the Joint Funding Agreement for Water Resources Investigations, Number 24SJFATX039000, with the U.S. Geological Survey for \$88,673.00

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

WHEREAS, U.S. Geological Survey is proposing to do this work for an amount of \$88,673.00.

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

The Joint Funding Agreement for Water Resources Investigations, Number **24SJFATX039000**, with the U.S. Geological Survey is approved in the total amount of \$88,673.00, and the City Manager is authorized to execute the agreement with the said agency for the operations and maintenance of such gauging stations.

PASSED AND APPROVED this the 3rd day of October, 2023.

MAYOR

ATTEST:

City Clerk

Form 9-1366
(May 2018)

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

Customer #: 6000000609
Agreement #: 245JFATX039000
Project #: SJ009ME
TIN #: 75-6000714

Fixed Cost Agreement YES[☒] NO[☐]

THIS AGREEMENT is entered into as of the October 1, 2023, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Wichita Falls party of the second part.

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

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

- (a) \$27,417 by the party of the first part during the period
October 1, 2023 to September 30, 2024
- (b) \$88,673 by the party of the second part during the period
October 1, 2023 to September 30, 2024
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0
Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

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

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

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

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

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

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366
(May 2018)

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

Customer #: 6000000609
Agreement #: 24SJFATX039000
Project #: SJ009ME
TIN #: 75-6000714

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

USGS Technical Point of Contact

Name: Marsha Gipson
Branch Chief - North Texas
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (882) 444-8392
Fax: (882) 316-5022
Email: mgipson@usgs.gov

Customer Technical Point of Contact

Name: Teresa Rose, P.E.
Deputy Director
Address: 1300 7th Street
Wichita Falls, TX 76307
Telephone: (940) 761-7477
Fax: (940) 761-8873
Email: teresa.rose@wichitafallstx.gov

USGS Billing Point of Contact

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

Customer Billing Point of Contact

Name: Russell Schreiber
Director of Public Works
Address: PO BOX 1431
Wichita Falls, TX 76307
Telephone: (940) 761-7477
Fax: (940) 761-8873
Email: russell.schreiber@wichitafallstx.gov

U.S. Geological Survey
United States
Department of Interior

City of Wichita Falls

Signature

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

Signatures

By _____ Date: _____
Name: _____
Title: _____

By _____ Date: _____
Name: _____
Title: _____

By _____ Date: _____
Name: _____
Title: _____

**City of Wichita Falls
24SJFATX039000**

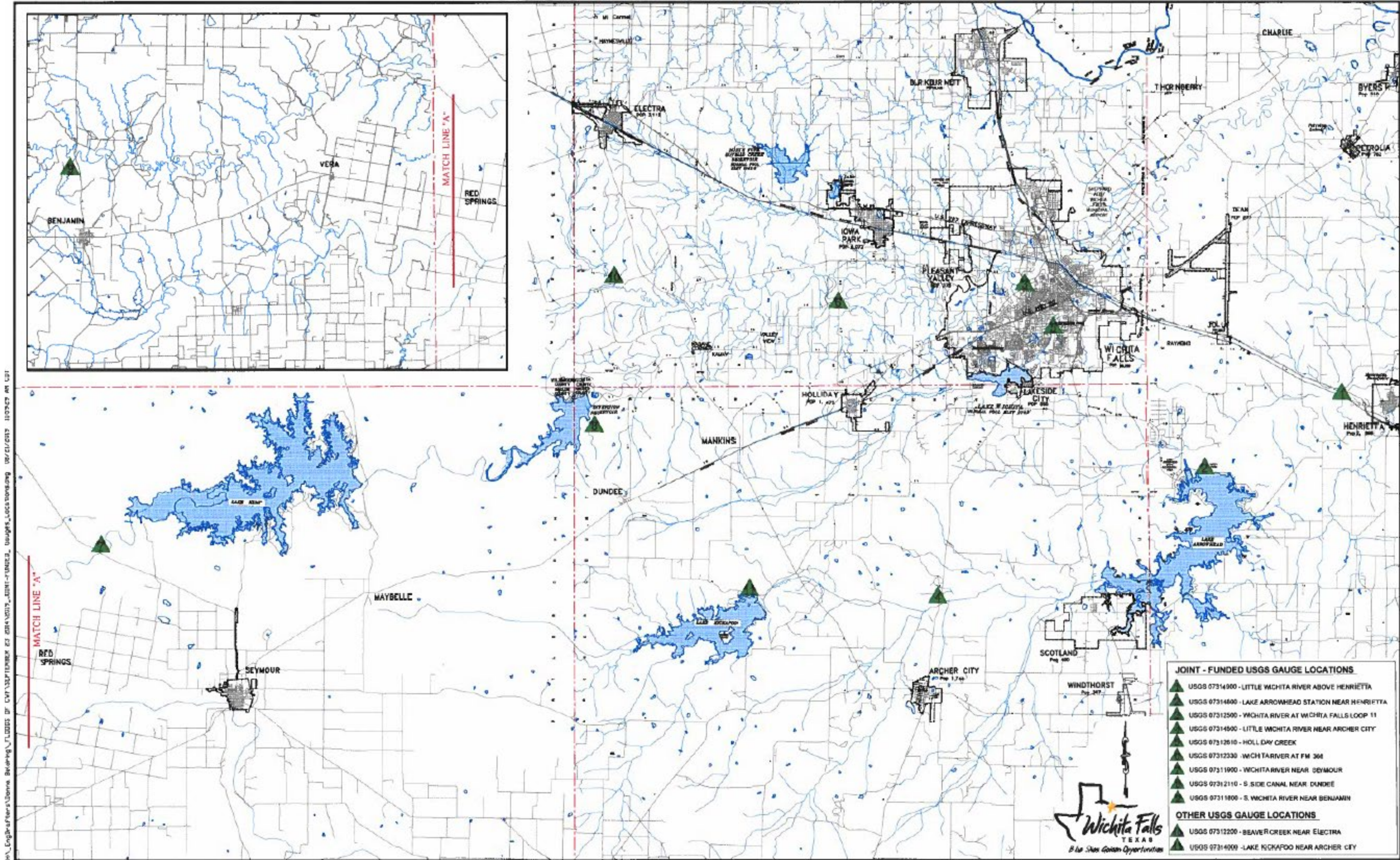
Station Number	Description	Code	No. Units	Diff. Factor	USGS Funds	City of Wichita Falls Funds	Total Cost
001: SURFACE WATER							
07311800	S Wichita Rv nr Benjamin, TX Full Range Streamflow Station (USACE Tulsa funds \$5200)	QCONT	0.68	1	\$5,400	\$5,700	\$11,100
Site Totals:					\$5,400	\$5,700	\$11,100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

003: WATER QUALITY

07312500	Wichita River at Wichita Falls, TX						
	O&M of Water-Quality Monitor T, SC	WQMON2	1	1	\$5,800	\$10,950	\$16,750
	Collection and analysis of Water-Quality Samples	WQSPER	6	1		\$11,450	\$11,450
	Major dissolved inorganic ions	S1022	6	1			
	Dissolved nutrients and orthophosphate	S1034	6	1			
Site Totals:					\$5,800	\$22,400	\$28,200
WATER QUALITY TOTAL					\$5,800	\$22,400	\$28,200

PROJECT	USGS FUNDS	CITY OF WICHITA FALLS FUNDS	TOTAL COST
SURFACE WATER: 00180	\$21,617	\$66,273	\$87,890
WATER QUALITY: 00380	\$5,800	\$22,400	\$28,200
PROJECT TOTAL	\$27,417	\$88,673	\$116,090

USGS AND CITY GAUGES



CITY COUNCIL AGENDA
October 3, 2023

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

INITIATING DEPT: Public Works / Sanitation

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: N/A

COMMENTARY: The City of Wichita Falls Landfill requires annual environmental engineering services for testing, surveying, and reporting in order to meet Texas Commission on Environmental Quality (TCEQ) regulations. Annually, the City is required to submit data and reports on air permitting, landfill capacity evaluation, and groundwater monitoring. The air permitting requirements include a Greenhouse Gas (GHG) Summary Report, Emissions Inventory, Air Emissions/Inspection Fee Basis Form, Federal Operating Permit Annual Compliance, Tier II Testing Report, and other air permits as required by the EPA and TCEQ. The landfill capacity evaluation requires on-site ground survey, capacity calculations, and waste-fill drawings. Annual groundwater monitoring includes sampling, testing, analytical evaluation, and reporting on existing monitoring wells. The basic services for the annual requirements in 2024 are expected not to exceed \$78,000.

Biggs and Mathews Environmental, Inc. have performed these services for the City for the past 20 plus years. The staff has been very pleased with the level of service from Biggs and Mathews Environmental, Inc. They are highly qualified and maintain expertise to complete these services within the timeline specified while adhering to TCEQ's reporting processes.

Staff recommends award of the agreement to Biggs and Mathews Environmental, Inc. in the amount of \$78,000.00 for FY 2023 - 2024 basic services. These costs have been included in this year's budget.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

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

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

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

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

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

PASSED AND APPROVED this the 3rd day of October, 2023.

MAYOR

ATTEST:

City Clerk

**CITY COUNCIL AGENDA
OCTOBER 3, 2023**

ITEM/SUBJECT: Resolution authorizing the purchase of a Powdered Activated Carbon feeder for the Cypress Water Treatment Plant, from Norit Americas Inc., in the amount of \$102,550.00.

INITIATING DEPT: Public Works and Finance/Purchasing

STRATEGIC GOAL: Provide Quality Infrastructure

STRATEGIC OBJECTIVE: n/a

COMMENTARY: The City of Wichita Falls has undergone a transformational period of ascertaining and attenuating a wide variety of compounds that can produce undesirable taste and odors in the drinking water supplied to our customers. One of the treatment processes that has been extremely effective at eliminating these tastes and odors is the addition of Powdered Activated Carbon (PAC).

Last fiscal year (22/23), Water Purification leased a new PAC feeding unit to test the feeding accuracy and ease of operation. This testing period has proven to be successful. The unit is quick to be brought online and easy to operate. The feeding mechanism is much more precise than the previous method of feeding PAC, which has led to a reduction of “overfeeds” and lowered the cost of using this expensive chemical in treating drinking water. The operation of this unit is also much safer for our employees.

Therefore, Water Purification would like to exercise the purchase option in last year’s lease-to-purchase contract. Last year’s lease payment would be applied to the overall cost of the feeder unit.

The purchase of the PAC feeder is currently budgeted in Water Purifications FY23/24 normal operating budget for \$110,000.00. The quote for the remaining purchase price for the PAC feeder is \$102,550.00, which is below the FY23/24 budgeted amount.

Therefore, staff recommends award of the purchase of a PAC feeder to Norit Americas, Inc., at a cost of \$102,550.00.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the purchase of a powdered activated carbon feeder for the Cypress Water Treatment Plant, from Norit Americas Inc., in the amount of \$102,550.00

WHEREAS, one of the City of Wichita Falls' Strategic Goals is to Provide Adequate Infrastructure; and,

WHEREAS, the City desires to continue to have a reliable treatment system to produce drinking water, and,

WHEREAS, the City desires to produce drinking water for its citizens that is as free of taste and odors as can be achieved, and,

WHEREAS, it is in the best interest of the City of Wichita Falls to exercise the purchase option of a previous lease-to-purchase contract.

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

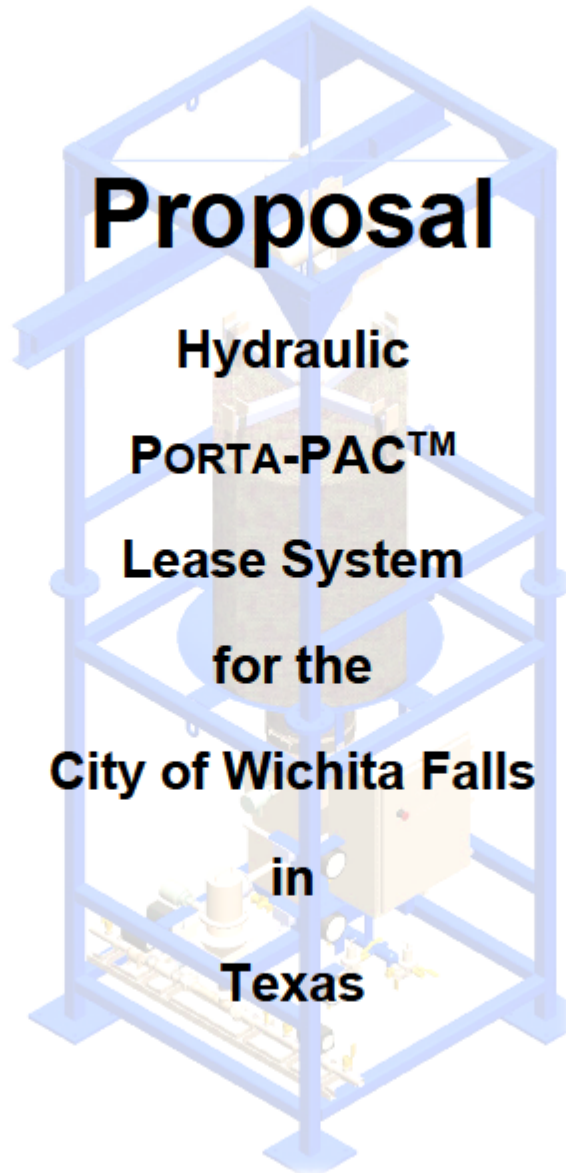
City staff is authorized to execute all documents necessary to purchase the Powdered Activated Carbon feeder at Cypress Water Treatment Plant from Norit Americas, Inc., in the amount of \$102,550.00.

PASSED AND APPROVED this the 3rd day of October, 2023.

MAYOR

ATTEST:

City Clerk



Hydraulic Porta-PAC™
Bid Proposal
NAI-22209, Rev A



Norit Americas Inc. does hereby propose to sell the existing equipment, property number 2021-04, currently under lease by, and on the property of, the undersigned.

EQUIPMENT PRICING (USD):

HYDRAULIC PORTA-PAC™ SYSTEM, MSRP:	\$109,500.00
FIRST LEASE PAYMENT DISCOUNT:	-\$6,950.00
EQUIPMENT AGE/CONDITION DISCOUNT:	N/A
TOTAL CONTRACT AMOUNT:	\$102,550.00

This proposal does not include taxes.

The included *NORIT Americas Inc GENERAL TERMS & CONDITIONS OF SALE* shall govern.

All equipment is warranted for a period of one (1) year from date of purchase.

This proposal is valid from: September 6, 2023, thru November 30, 2023.

Acceptance of Proposal

Both parties hereby accept the above pricing and conditions.

City of Wichita Falls
4801 Big Ed Neal Drive
Wichita Falls, TX 76310

Signature _____ Date: _____

Name: _____

Title: _____

NORIT AMERICAS INC.
3200 University Avenue
Marshall, Tx 75670

Signature _____ Date: _____

Name: _____

Title: _____

3200 University Ave, Marshall, TX 75670, USA

T: +1 (800) 641 9245
W: norit.com



1. Application; Conflicting Terms.

These terms and conditions shall apply to all sales agreements, acknowledgements, or confirmations which incorporate or reference these terms (each, an "Agreement") and all other sales of goods ("Products") by NORIT Americas Inc or one of its affiliates or subsidiaries (each, a "Seller") to a party or parties purchasing Products (each, a "Buyer"), unless otherwise agreed in writing signed by an authorized representative of Seller. **Any representations, warranties, conditions or indemnities or other terms or conditions proposed or stated by Buyer in connection with any sale of products by Seller or in any purchase order or other document sent by Buyer which are in conflict with the these terms and conditions are expressly rejected by Seller and waived by Buyer.** Any waiver, modification or amendment of these terms and conditions shall only be effective as against Seller if such waiver, modification or amendment is contained in a written instrument duly executed by an authorized representative of Seller. These terms and conditions shall survive any termination (by mutual agreement or otherwise) or expiration of an Agreement.

2. Contract Formation.

A quotation by Seller does not constitute an offer and Seller reserves the right to withdraw or revise any quotation prior to time of Seller's acceptance of an order from Buyer. A contract for the sale of Products shall be formed at the time when Buyer's order is confirmed in writing or by means of electronic acknowledgement by Seller, or the date Seller releases the order for shipment, whichever occurs first.

3. Price.

Seller reserves the right to revise the price, point of delivery, shipment and payment terms hereunder upon written notice to Buyer. Unless other pricing arrangements are set forth in Seller's order acknowledgement, the price applicable to any order accepted under an Agreement shall be the price in effect on the scheduled shipment date stated in Seller's order acknowledgement. Unless Seller has agreed to pay for the costs of delivery, Buyer shall be responsible for payment of all freight charges, and any freight charges incurred by Seller shall be for the account of Buyer and shall be added by Seller as a separate item to Seller's invoices.

Any tax, tariff, duty or charge which Seller may be required to pay or collect, now or hereafter imposed by any governmental authority or agency, foreign or domestic, with respect to the sale, purchase, production, processing, storage, delivery, transportation, use, or consumption of any of the Products or services covered hereby, including all taxes upon or measured by receipts from sales or services, shall be for the account of Buyer, and any such charges may be added by Seller as a separate item to Seller's invoices.

4. Delivery; Title; and Risks.

If an Agreement provides for multiple shipments over a period longer than a month, Seller shall not be required to ship Products in any month more than the monthly quantities specified, and if monthly quantities are not specified in an Agreement, in no event more than the monthly pro rata amount of the whole quantity covered by an Agreement. In the event of failure of Buyer to take pro rata quantity in any month, such deliveries or parts thereof may be canceled or included in subsequent deliveries hereunder at Seller's option. Each delivery under an Agreement shall be deemed to be a separate transaction, and the cancellation or rejection of any delivery shall not affect the rights and obligations of the parties under the Agreement as a whole.

Except as set forth in an Agreement, all stated delivery terms (eg EXW, FCA, etc.) shall have the meanings set forth in INCOTERMS 2010, with title to Products passing to Buyer at the point risk passes under the applicable Incoterm. If no Incoterm is specified, the applicable Incoterm shall be Ex-Works, Norit's facility. Seller's weight designation shall govern. Dates proposed by Seller for shipment are approximate and Seller shall not be liable for any delay in shipment or delivery of Products. Time for delivery shall not be of the essence.

5. Payment.

Unless otherwise agreed in writing by Seller, invoices are issued on the date an order is released for shipment, and invoices are payable in full within thirty (30) days of date of the invoice and payable in United States Dollars. (unless a different currency is specified in the invoice), free of foreign exchange fees, discounts, or other charges. Seller may alter or revoke credit terms at any time without notice. Buyer shall not have the right to suspend, retain or set off any amounts that are due. If Buyer fails to pay any invoice in full when due, or if Seller shall have any doubt at any time as to Buyer's financial responsibility or capability, Seller may, without prejudice to any other lawful remedies, defer and/or decline to make further shipment(s), or treat such default as a final refusal by Buyer to accept further shipments hereunder. Seller reserves the right to request payment or other form of security prior to delivery. In addition, Seller may charge a late fee specified on the invoice on any overdue amounts.

6. Force Majeure.

Seller shall not be liable for any failure to perform or delays in its performance due to forces of nature, acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, acts of terrorism, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods or washouts, acts, restraints or requirements of any government or government agency, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, unavailability of raw materials or supplies, strandings, perils of the sea, the binding order of any court or governmental authority, or any other causes or contingencies, whether similar or dissimilar, beyond Seller's reasonable control (a "Force Majeure Event"). Failure to prevent or settle any labor dispute(s) or strike(s) shall not be considered a matter within the control of the Seller. In the case of a Force Majeure Event, Seller may, in its sole discretion, upon written notice to the Buyer, cancel, delay, reduce or modify its deliveries to Buyer without liability for any damages whatsoever.

7. Warranty; Claims; Limitation of Liability; and Material Safety Data Sheet.

(a) **Limited Warranty.** (i) The Seller warrants that all Products to be supplied by Seller to Buyer shall, on the date an order is released for shipment, meet Seller's standard product specifications for such Product then in effect, or such other specifications that have been expressly made a part of an Agreement. Seller also warrants title to the Products free and clear of all liens, restrictions, reservations, security interests or other encumbrances, except for any security interest in favor of an unpaid seller of goods arising under applicable law. Claims in respect of any Products at any time sold or agreed to be sold by Seller, whether in contract, tort or otherwise (including negligence or misrepresentation), including claims on account of weight, quality, loss or damage to said Products, are waived by Buyer unless made in writing within 30 days after arrival thereof at destination. In case of a timely claim concerning quality, Buyer shall promptly furnish to Seller appropriate samples of nonconforming Product for testing and analysis. (ii) Seller makes no warranty, either express or implied, as to the accuracy or completeness of, or the results to be obtained from, any technical advice furnished or recommendations made by Seller or a representative of Seller concerning any use or application of the Products. Buyer assumes full responsibility for quality control, testing and determination of suitability of a Product for Buyer's intended application or use. (iii) The warranties set forth in this paragraph 7(a) extend only to the Buyer.

(b) **Disclaimer of Other Warranties, Representations and Conditions.** THE LIMITED WARRANTY ABOVE SETS FORTH THE SOLE WARRANTY OF SELLER WITH RESPECT TO ANY PRODUCTS AT ANY TIME SOLD TO BUYER OR ANY TECHNICAL ADVICE FURNISHED OR RECOMMENDATIONS MADE BY SELLER. ALL OTHER WARRANTIES AND REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING UNDER STATUTE OR UNDER CONVENTION (INCLUDING THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS), ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. THIS SHALL APPLY WHETHER THE PRODUCTS ARE USED ALONE OR IN COMBINATION WITH OTHER SUBSTANCES OR MATERIALS, EVEN IF THE PURPOSES OR USES OF THE PRODUCTS BY BUYER ARE KNOWN BY SELLER OR IF SELLER HAS BEEN INVOLVED IN THE ANALYSIS OF THE PURPOSES OR USES OF THE PRODUCTS OR HAS PROVIDED ANY RECOMMENDATIONS, ASSISTANCE OR INSTRUCTIONS IN CONNECTION THEREWITH. BUYER ACCEPTS AND ASSUMES ALL RISK AND LIABILITY FOR, AND AGREES TO DEFEND, INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST, ANY CLAIMS OR LIABILITIES RELATING EITHER TO BUYER'S USE OF THE PRODUCTS OR TO ANY GOODS MANUFACTURED BY BUYER CONTAINING ANY OF SELLER'S PRODUCTS.

(c) **Limitation of Remedies.** Seller's liability, and Buyer's sole remedy, for any claim in respect of any Products at any time sold or agreed to be sold by Seller, is limited to, at Seller's option (i) replacing the particular quantity of nonconforming Product or (ii) refunding the purchase price of the particular quantity of nonconforming Product, less the value, if any, to Buyer of the nonconforming Product. No claim or recovery by Buyer of any kind (whether as to Product delivered or for non-delivery of Product) shall be greater than the purchase price of the Product to which the claim relates. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE TO BUYER OR ANY THIRD PARTY UNDER ANY THEORY OF LAW FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS) EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

(d) **Material Safety Data Sheets and Warnings.** Buyer acknowledges and represents that it has received, read and understands the Material Safety Data Sheet(s) ("MSDS(s)") for the Product(s) and will read and undertake to understand any subsequent MSDS(s) or written warnings provided by Seller from time to time and undertakes to exercise the degree of care required to protect persons and properties from all hazards of the Products disclosed in the MSDS(s) or warning,



including but not limited to (i) warning the employees of Buyer and its affiliates who may become exposed to the Product of the said hazards of the Product, providing such employees with copies of the latest MSDS(s) and providing necessary and appropriate safety equipment and taking appropriate measures to assure that such safety equipment is adequately maintained and properly used, and (ii) warning third parties who may purchase or come into contact with the Product or who handle or transport the Product on behalf of the Buyer of the aforesaid hazards. Seller's Products are not tested for safety or efficacy in any applications intended for contact with or ingestion in the human body, including, but not limited to, food or food contact, tobacco, pharmaceuticals, cosmetics, and medical applications, unless otherwise stated in Seller's MSDS(s) or in Seller's Product literature available on Seller's website www.norit.com.

8. Intellectual Property.

(a) If any Product itself, as and when sold at Seller's product specifications, becomes the subject of a patent infringement claim, Seller may, at its sole option and expense, either replace or modify such Product, provide for the return of such Product and refund the purchase price paid by Buyer, or procure for Buyer the right to continue to use such Product. The foregoing states Seller's entire obligation and liability with respect to any and all intellectual property claims. Seller reserves the right, without liability to the Buyer, to discontinue deliveries of any Product or terminate an Agreement with respect to any Product, if in the reasonable opinion of the Seller, such Product's manufacture, sale or use would infringe any third party intellectual property right now or hereafter issued.

(b) Buyer shall defend, indemnify and hold harmless Seller from and against all loss, costs, expenses, damages and liability of any kind arising out of any claims of infringement or alleged infringement of any patent or other intellectual property right with respect to (i) the use of Products in any application by Buyer or its affiliates, contract manufacturers or customers, including but not limited to the use of Products alone or in combination with other substances or components; (ii) any modification to the Products by Buyer or its affiliates, contract manufacturers or customers; or (iii) Products furnished, or methods used, by Seller in accordance with the specifications or instructions furnished by or expressly or implicitly prescribed by Buyer.

(c) Nothing herein shall be construed as granting a license to use Seller's trademarks without the express prior written permission of an authorized representative of NORIT Americas Inc.

9. Miscellaneous.

Buyer may not assign its rights and obligations under an Agreement without the prior written consent of Seller. Seller may at any time assign its rights and obligations under an Agreement without the consent of the Buyer. An Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. If any provision of an Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings are for convenience only, they form no part of the terms and conditions and shall not affect their interpretation. Seller's failure to strictly enforce any term or condition of an Agreement or to exercise any right arising thereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such rights thereafter.

10. Governing Law; Forum Selection; and Consent to Jurisdiction.

Any claim or dispute arising hereunder shall be governed by the laws of The Commonwealth of Massachusetts, U.S.A., irrespective of the choice of law rules thereof. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any legal proceedings arising out of or relating in any way to an Agreement shall be commenced only in federal or state court located where Seller has business operations and each of the parties hereto consents to the jurisdiction of said courts in any such proceedings and waives any objection to venue laid therein, provided, however, that nothing in this paragraph shall be construed to preclude either party from asserting cross claims or third party claims in any forum outside The Commonwealth of Massachusetts, U.S.A.

CITY COUNCIL AGENDA
October 3, 2023

ITEM/SUBJECT: Resolution restructuring the composition of the Wichita Appraisal District's Board of Directors in compliance with Senate Bill 2.

INITIATING DEPT: City Clerk

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: Senate Bill 2 of the Second Called Special Session of the 88th Texas Legislature added Tax Code §6.0301 for Appraisal Districts in a county with a population of 75,000 or more changing the composition of the Wichita Appraisal District's Board of Directors. The Board currently has nine members appointed from the various taxing entities, with two of the members being appointed by the City of Wichita Falls. With the legislative changes, the Board will have nine members, five appointed by taxing entities, three elected at a general election with the first election being in May 2024, and the Tax Assessor-Collector. These changes will become effective upon the approval of Proposition 4 at the November election. Lisa Stephens-Musick, Chief Appraiser, is present to answer any questions.

☒ **City Clerk**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution restructuring the composition of the Wichita Appraisal District's Board of Directors in compliance with Senate Bill 2

WHEREAS, the method or procedure of selection and appointing of members serving to the Wichita Appraisal District's ("WAD") Board of Directors was previously changed in the 1980's from Texas Property Tax Code § 6.03 to one in accordance with Texas Property Tax Code § 6.031;

WHEREAS, Tax Code § 6.031(b) states: "The taxing units participating in an appraisal district may increase the number of members on the board of directors of the district to not more than 13, change the method or procedure for appointing the members, or both, if the governing bodies of three-fourths of the taxing units that are entitled to vote on the appointment of board members adopt resolutions providing for the change";

WHEREAS, the WAD's Board of Directors was previously increased in accordance with Tax Code § 6.031 from five members to nine;

WHEREAS, Senate Bill 2 of the Second Called Special Session of the 88th Texas Legislature added Tax Code Section 6.0301 for Appraisal Districts in a county with a population of 75,000 or more. Wichita County's population is greater than 75,000 according to the 2020 U.S. Census.

WHEREAS, when effective, Senate Bill 2 will eliminate Texas Property Tax Code § 6.031 in counties with a population of 75,000 or more and will require changes to the composition of the WAD Board of Directors to be nine members as follows:

Five directors appointed by the taxing units;
Three directors elected by majority vote of the public;
The County Assessor-Collector as an ex officio director.

WHEREAS, to be in compliance with the new board composition requirements of Senate Bill 2 when it becomes effective, the WAD's Board of Directors should prepare and decrease the size of appointed members from the current number of 9 to 5 members that are appointed by the taxing units participating in the appraisal district.

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

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted;
2. For the term beginning on January 1, 2024, that the Wichita Falls City Council approves the decrease from nine WAD appointed board members to five appointed

members, in addition to a member being the county assessor-collector in accordance with § 6.03 or 6.0301 of the Tax Code;

3. That the Wichita Falls City Council approves the method provided in § 6.03 of the Tax Code to select members serving on the WAD's Board of Directors;

4. This action voids and rescinds any and all previously agreed upon methods of WAD Board membership selection and composition.

5. The effective date of this resolution shall be immediate upon adoption and shall govern the appointment of WAD Board of Director members for the term beginning on January 1, 2024.

6. Changes enacted by this Resolution remain in effect until changed in a manner provided for by the Texas Property Tax Code or January 1, 2025.

7. That it is hereby found, determined and declared that a sufficient written notice of the date, time, place and subject of the meeting of the Wichita Falls City Council at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting as required by chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and posting thereof.

PASSED AND APPROVED this the 3RD day of October, 2023.

MAYOR

ATTEST:

City Clerk

Certificate for Resolution

I hereby certify that the foregoing resolution was presented to the Wichita Falls City Council during a regularly scheduled meeting on October 3, 2023. A quorum of the City Council being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____

Nays: _____

Abstentions: _____

To certify which, witness my hand this ____ day of September 2023.

By: _____
Mayor, City of Wichita Falls, Texas

THE STATE OF TEXAS }
 }
COUNTY OF WICHITA } ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared, Stephen Santellana, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the Mayor of the Wichita Falls City Council; that he was authorized to execute such instrument pursuant to resolution of the City of Wichita Falls, City Council adopted on October 3, 2023; and that said instrument is executed as the free and voluntary act and deed of such governmental entity for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of October 2023.

Notary Public, State of Texas

CITY COUNCIL AGENDA
October 3, 2023

ITEM/SUBJECT: Resolution authorizing the transfer of ownership of Trustee properties at 1626 Pearl Avenue and 1807 Clark Street to Home For Freedom Inc. for the construction of low to moderate income housing for military veterans.

INITIATING DEPT: Property Administration

STRATEGIC GOAL: Accelerate Economic Development

STRATEGIC OBJECTIVE: Support Neighborhood Revitalization

COMMENTARY: In accordance with Section 272.001 and 253.010 of the Texas Local Government Code, Home For Freedom, Inc., a Texas Domestic Non-Profit Corporation, has submitted a request for the City of Wichita Falls, as Trustee, to donate two (2) vacant parcels at **1626 Pearl Ave.** and **1807 Clark St.** for the construction of new homes for military veterans.

This item relates to two (2) trustee properties:

- 1626 Pearl Ave. (struck-off value: \$11,485.85, land market tax appraisal: \$2,000.00, Struck off Date: 07/07/2020)
- 1807 Clark St. (struck-off value: \$3,425.30, land market tax appraisal: \$2,000.00, Struck off Date: 07/07/2020)

Staff requests the City Council approve the conveyance of the properties above.

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

- August 28, 2023 County Commissioner's Court approved
- September 12, 2023 WFISD School Board approved

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

City staff recommends approval of the resolution authorizing the City Manager to execute all necessary documents to facilitate the conveyance of the parcels of vacant land.

☒ **Asst. City Manager**

☒ **Property Administrator**

ASSOCIATED INFORMATION: Resolution, Location Map.

☒ **Budget Office Review:**

☒ **City Attorney Review:**

☒ **City Manager Approval**

Resolution No. _____

**Resolution authorizing the transfer of ownership of Trustee properties
at 1626 Pearl Avenue and 1807 Clark Street to Home For Freedom Inc.
for the construction of low to moderate income housing for military
veterans**

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

WHEREAS, in accordance with Chapter § 272.001 and § 253.010 of the TEXAS LOCAL GOVERNMENT CODE, the City of Wichita Falls may convey property without the solicitation of bids to non-profit entities for economic development programs authorized by Title 1 of the Housing and Community Development Act; and,

WHEREAS, Home For Freedom, Inc. desires to construct homes for veterans in the Wichita Falls Community for the benefit of qualified low-to-moderate income families.

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

The City Manager is hereby authorized to execute all necessary documents to facilitate the conveyance of 1626 Pearl Avenue and 1807 Clark Street to Home For Freedom, Inc. for the construction of low to moderate income housing for military veterans.

PASSED AND APPROVED this the 3rd day of October, 2023.

MAYOR

ATTEST:

City Clerk

LOCATION MAP – 1626 Pearl Ave. and 1807 Clark St.



CITY COUNCIL AGENDA
October 3, 2023

ITEM/SUBJECT: Resolution to accept the written offers as presented for 3 Trustee parcels and authorizing execution of the Quitclaim Deed to convey title to Lupe Chavira, Jose Corona, and Henry Soto.

INITIATING DEPT: Property Administration

STRATEGIC GOAL: Accelerate Economic Development

STRATEGIC OBJECTIVE: Support Neighborhood Revitalization

COMMENTARY: In accordance with Section 272.001 and 253.008 of the Texas Local Government Code, written offers have been made for the properties located at **2403 Taylor St.** which was struck off on 05/04/2021, **1911 Polk St.** which was struck off on 11/02/2021, and **502 Virginia Ave.** which was struck off on 02/04/2020.

This item relates to three (3) trustee properties:

- 2403 Taylor St. (struck-off value: \$33,525.86, land market tax appraisal: \$3,000.00, **written offer: \$1,200.00**, Struck off Date: 05/04/2021)
- 1911 Polk St. (struck-off value: \$5,899.55, land market tax appraisal: \$3,000.00, **written offer: \$1,200.00**, Struck off Date: 11/02/2021.)
- 502 Virginia Ave. (struck-off value: \$3,746.68, land market tax appraisal: \$970.00, **written offer: \$650.00**, Struck off Date: 02/04/2020.)

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

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

- August 21, 2023 County Commissioner's Court approved
- September 12, 2023 WFISD School Board approved

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

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

☒ **Asst. City Manager**

☒ **Property Administrator**

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

☒ **Budget Office Review:**

☒ **City Attorney Review:**

☒ **City Manager Approval**

Resolution No. _____

Resolution to accept the written offers as presented for 3 Trustee parcels and authorizing execution of the Quitclaim Deeds to convey titles to Lupe Chavira, Jose Corona, and Henry Soto

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

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

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

The City Manager is hereby authorized to execute all necessary documents to facilitate the sale of 2403 Taylor St. to Lupe Chavira in the amount of \$1,200.00, 1903 Polk St. to Jose Corona in the amount of \$1,200.00, and 502 Virginia to Henry Soto in the amount of \$650.00.

PASSED AND APPROVED this the 3rd day of October, 2023.

MAYOR

ATTEST:

City Clerk

Request to Purchase

2403 Taylor St. – Lot 11, Block 1, C.W. Walker Addition to the City of Wichita Falls, Wichita County, Texas

Lupe Chavira

Written Offer	\$1,200.00
Judgement Amount	\$33,525.86
Tax Appraisal Value (Land)	\$3,000.00
Struck off Date	05/04/2021

2403 Taylor St.



LOCATION MAP – 2403 Taylor St.



Request to Purchase

1911 Polk St. – Lots 11, Block 85A, Highland Addition to the City of Wichita Falls, Wichita County, Texas

Jose Corona

Written Offer	\$1,200.00
Judgement Amount	\$5,899.55
Tax Appraisal Value (Land)	\$3,000.00
Struck off Date	11/02/2021

1911 Polk St.



LOCATION MAP – 1911 Polk St.



Request to Purchase

502 Virginia Ave. – Lot 15, Block 32, Barwise & Jalonick Addition to the City of Wichita Falls, Wichita County, Texas

Henry Soto

Written Offer	\$650.00
Judgement Amount	\$3,746.68
Tax Appraisal Value (Land)	\$970.00
Struck off Date	02/04/2020

502 Virginia Ave.



LOCATION MAP – 502 Virginia Ave.



CITY COUNCIL AGENDA
October 3, 2023

ITEM/SUBJECT: Resolution authorizing award of bid for bicycle lane striping services for the Wichita Falls Traffic Engineering Division from the low bidder Linear Traffic Markings, LLC in the amount of \$85,214.00.

INITIATING DEPT: Aviation, Traffic, & Transportation

STRATEGIC GOAL: Provide quality infrastructure; Accelerate economic growth

STRATEGIC OBJECTIVE: Continue the bicycle friendly initiative; Continue the alignment of the priorities of the City, Chamber, and EDC Boards

COMMENTARY: On September 12, 2023, the City of Wichita Falls received bids (Bid 23-22) for approximately 102,800 lineal feet of bicycle lane striping. In addition, the bid requested quotations for the installation of 330 bicycle pavement marking emblems.

Dedicated bicycle lanes will be installed on various thoroughfares in Wichita Falls. These thoroughfares include 9th Street, Old Seymour Road, Stonelake, Puckett, and Hooper. In addition, TxDOT has allowed the City to use the shoulders on Barnett Road from Seymour Highway to the Wichita River as a bicycle lanes.

The Wichita Falls Traffic Engineering Division has stopped using traffic paint to mark roadway surfaces. Painted pavement markings have a service life of 2-3 months on high volume roadways, but fade away quickly thereafter. To replace paint as a pavement marking, staff recommends the use of thermoplastic type materials. These materials can last up to 3-5 years, depending on traffic volumes and turning movements. These materials also have better reflectivity performance than paint, particularly at night and in weather-related driving conditions.

Staff received two bids to perform this work:

<u>Company</u>	<u>Amount</u>
Linear Traffic Markings	\$85,214.00
Traffic Highway Maintenance	\$145,100.00

Staff recommends the award of bid for roadway striping services from the low bidder, Linear Traffic Markings, LLC, in the amount of \$85,214.00.

Funding for this project will come from the Type B (4B) Sales Tax Corporation for bicycle related infrastructure. 4B has budgeted \$112,650 for the 2023-2024 fiscal year for bicycle lane improvements. Staff recommends the approval of this resolution.

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

☒ **Purchasing**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

9/12/2023

BID TABULATION

23-22
BICYCLE LANE STRIPING PROJECT

VENDOR	TOTAL
LINEAR TRAFFIC MARKINGS FORT WORTH, TX	\$85,214
TRAFFIC HIGHWAY MAINTENANCE CEDAR HILL, TX	\$145,100

Resolution No. _____

Resolution authorizing award of bid for bicycle lane striping services for the Wichita Falls Traffic Engineering Division from the low bidder Linear Traffic Markings, LLC in the amount of \$85,214.00.

WHEREAS the City of Wichita Falls is responsible for the installation of bicycle pavement markings on City streets; and,

WHEREAS, the City has determined that additional bicycle lanes are required to protect the health and safety of the cycling public; and,

WHEREAS, it is found that Linear Traffic Markings, LLC was the low bidder for 102,800 lineal feet of bicycle pavement markings and other work in the amount of \$85,214.00; and

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

City staff is authorized to execute all documents necessary for roadway striping services from the low bidder, Linear Traffic Markings, LLC, in the amount of \$85,214.00.

PASSED AND APPROVED this the 3rd day of October, 2023.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
October 3, 2023

ITEM/SUBJECT: Resolution authorizing award of bid for the City's estimated annual requirement of automotive lubricating oils and grease to Reladyne/Western Marketing, Inc. in the amount of \$255,489.60.

INITIATING DEPT: Aviation, Traffic, & Transportation

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: Bids (Bid 23-19) were opened September 1, 2023, for the purchase of the City's estimated annual requirement of automotive lubricating oil, transmission fluids, hydraulic fluids, and grease used by the Fleet Maintenance Division. Two (2) bids were received (bid tabulation attached).

Lubrication products are bid for a 1-year contract with a 1-year renewal option.

The FY 2024 budget includes \$257,040.00 for this purchase. In FY 2021 when this was last bid, the total cost was estimated at \$183,190.70. As a result, the total cost of these items has increased by \$72,298.90 in the last two years.

Staff recommends award of bid for the City's estimated annual requirement of automotive lubricating oils and grease to Reladyne/Western Marketing, Inc. in the amount of \$255,489.60.

Budgeted Cost:	\$257,040.00
Actual Cost:	<u>\$255,489.60</u>
Budget Savings:	\$1,550.40

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

☒ **Purchasing**

ASSOCIATED INFORMATION: Resolution; Bid Tabulation Sheet

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

BID # 23-19 AUTOMOTIVE LUBRICATING OILS & GREASE 2023

ITEM	QTY	BID UNIT	ITEM DESCRIPTION	MATORI INDUSTRIES		RELADYNE / WESTERN MARKETING	
				UNIT COST	TOTAL	UNIT COST	TOTAL
1	2,500	GAL	SYNTHETIC BLEND MOTOR OIL 5W30	\$ 10.56	\$ 26,400.00	\$ 7.99	\$ 19,975.00
2	2,500	GAL	SYNTHETIC BLEND MOTOR OIL 15W40	\$ 13.84	\$ 34,600.00	\$ 10.29	\$ 25,725.00
3	550	GAL	FULL SYNTHETIC MOTOR OIL 5W40 - DEISEL ENGINES	\$ 41.82	\$ 23,001.00	\$ 20.54	\$ 11,297.00
4	1100	GAL	SYNTHETIC BLEND MOTOR OIL 15W40	\$ 21.72	\$ 23,892.00	\$ 10.29	\$ 11,319.00
5	240	QT	SYNTHETIC BLEND MOTOR OIL 5W30	\$ 6.70	\$ 1,608.00	\$ 2.95	\$ 708.00
6	240	QT	SYNTHETIC BLEND MOTOR OIL 15W40	\$ 7.22	\$ 1,732.80	\$ 3.60	\$ 864.00
7	120	GAL	SYNTHETIC BLEND MOTOR OIL 15W40	\$ 30.69	\$ 3,682.80	\$ 14.03	\$ 1,683.60
8	480	QT	CASTROL GTX MOTOR OIL 5W30	\$ 8.07	\$ 3,873.60	\$ 4.56	\$ 2,188.80
9	480	QT	FULL SYNTHETIC MOTOR OIL 0W-40	\$ 15.18	\$ 7,286.40	\$ 5.08	\$ 2,438.40
10	960	QT	FULL SYNTHETIC MOTOR OIL 5W-20	\$ 8.80	\$ 8,448.00	\$ 3.99	\$ 3,830.40

2021 PRICING		
UNIT	TOTAL	DIFFERENCE
\$ 5.72	\$ 14,300.00	\$ 5,675.00
\$ 7.39	\$ 18,475.00	\$ 7,250.00
\$ 9.90	\$ 5,445.00	\$ 5,852.00
\$ 7.95	\$ 8,745.00	\$ 2,574.00
\$ 2.38	\$ 571.20	\$ 136.80
\$ 3.03	\$ 727.20	\$ 136.80
\$ 9.90	\$ 1,188.00	\$ 495.60
\$ 2.73	\$ 1,310.40	\$ 878.40
\$ 3.51	\$ 1,684.80	\$ 753.60
\$ 2.30	\$ 2,208.00	\$ 1,622.40

ITEM	QTY	BID UNIT	ITEM DESCRIPTION	MATORI INDUSTRIES		WESTERN MARKETING	
				UNIT COST	TOTAL	UNIT COST	TOTAL
11	550	GAL	ENGINE OIL, SAE 15W40 DELO, PREFERRED CHOICE HDD CJ-4/SM OR ROTELLA	\$ 41.73	\$ 22,951.50	\$ 9.91	\$ 5,450.50
12	550	GAL	ENGINE OIL, SAE 10W	\$ 23.71	\$ 13,040.50	\$ 10.58	\$ 5,819.00
13	120	QT	ENGINE OIL, SAE 30W	\$ 7.86	\$ 943.20	\$ 3.46	\$ 415.20
14	220	GAL	ENGINE OIL, SAE 30W	\$ 25.79	\$ 5,673.80	\$ 10.65	\$ 2,343.00
15	240	QT	FULL SYNTHETIC ENGINE OIL SAE 0W20 DEXOS APPROVED	\$ 12.35	\$ 2,964.00	\$ 3.83	\$ 919.20
16	480	QT	FULL SYNTHETIC ENGINE OIL SAE 5W20 DEXOS APPROVED	\$ 8.07	\$ 3,873.60	\$ 3.99	\$ 1,915.20
17	240	QT	FULL SYNTHETIC ENGINE OIL SAE 5W30 DEXOS APPROVED	\$ 8.19	\$ 1,965.60	\$ 3.73	\$ 895.20
18	60	GAL	ENGINE OIL, SAE 10W30 SHELL ROTELLA T5 ULTRA LOW	\$ 29.52	\$ 1,771.20	\$ 20.20	\$ 1,212.00
19	300	GAL	FULL SYNTHETIC ENGINE OIL, 5W30 DELO 400 XSP	\$ 55.35	\$ 16,605.00	\$ 36.65	\$ 10,995.00
20	880	GAL	ENGINE OIL, SAE 10W30 DELO 400 XLE	\$ 23.96	\$ 21,084.80	\$ 18.54	\$ 16,315.20
21	880	GAL	ENGINE OIL, SAE 15W40 DELO 400 SDE	\$ 23.96	\$ 21,084.80	\$ 14.35	\$ 12,628.00
22	440	GAL	HYDRAULIC OIL, ISO 68	\$ 20.99	\$ 9,235.60	\$ 9.27	\$ 4,078.80
23	2500	GAL	HYDRAULIC OIL, ISO 68	\$ 20.99	\$ 52,475.00	\$ 9.27	\$ 23,175.00

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2021 PRICING		
UNIT	TOTAL	DIFFERENCE
\$ 7.95	\$ 4,372.50	\$ 1,078.00
\$ 7.56	\$ 4,158.00	\$ 1,661.00
\$ 2.68	\$ 321.60	\$ 93.60
\$ 9.64	\$ 2,120.80	\$ 222.20
\$ 3.16	\$ 758.40	\$ 160.80
\$ 2.73	\$ 1,310.40	\$ 604.80
\$ 2.97	\$ 712.80	\$ 182.40
\$ 13.60	\$ 816.00	\$ 396.00
	NEW ITEM	
\$ 7.09	\$ 6,239.20	\$ 10,076.00
\$ 7.95	\$ 6,996.00	\$ 5,632.00
\$ 6.31	\$ 2,776.40	\$ 1,302.40
\$ 6.31	\$ 15,775.00	\$ 7,400.00

ITEM	QTY	BID UNIT	ITEM DESCRIPTION	MATORI INDUSTRIES		WESTERN MARKETING	
				UNIT COST	TOTAL	UNIT COST	TOTAL
24	300	GAL	HYDRAULIC OIL, AW 32	\$ 19.87	\$ 5,961.00	\$ 8.75	\$ 2,625.00
25	360	LB	GEAR LUBE, SAE 80W90 120 LB	\$ 4.80	\$ 1,728.00	\$ 1.66	\$ 597.60
26	1200	LB	GEAR LUBE, SAE 85W140 ALL-PURPOSE GEAR LUBRICANT GL5	\$ 4.62	\$ 5,544.00	\$ 2.21	\$ 2,652.00
27	550	GAL	TRACTOR HYDRAULIC FLUID PTIII	\$ 22.19	\$ 12,204.50	\$ 7.21	\$ 3,965.50
28	1200	GAL	TRACTOR HYDRAULIC FLUID PTIII	\$ 22.19	\$ 26,628.00	\$ 9.39	\$ 11,268.00
29	240	QT	TRANSMISSION FLUID DEXTRON III	\$ 11.46	\$ 2,750.40	\$ 3.11	\$ 746.40
30	240	QT	TRANSMISSION FLUID DEXTRON VI	\$ 15.83	\$ 3,799.20	\$ 4.35	\$ 1,044.00
31	1100	GAL	TRANSMISSION FLUID TES 295 SPEC. TRANSYND SYNTHETIC	\$ 39.00	\$ 42,900.00	\$ 39.94	\$ 43,934.00
32	550	GAL	TRANSMISSION FLUID ALLFLEET TO-4 10W CAT SPECS	\$ 23.20	\$ 12,760.00	\$ 10.30	\$ 5,665.00
33	550	GAL	TRANSMISSION FLUID ALLFLEET TO-4 30W CAT SPECS	\$ 25.80	\$ 14,190.00	\$ 12.64	\$ 6,952.00
34	240	QT	TRANSMISSION FLUID MERCON V	\$ 17.70	\$ 4,248.00	\$ 4.09	\$ 981.60

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2021 PRICING		
UNIT	TOTAL	DIFFERENCE
\$ 6.22	\$ 1,866.00	\$ 759.00
\$ 2.01	\$ 723.60	\$ (126.00)
\$ 2.21	\$ 2,652.00	\$ -
\$ 6.96	\$ 3,828.00	\$ 137.50
\$ 6.48	\$ 7,776.00	\$ 3,492.00
\$ 2.41	\$ 578.40	\$ 168.00
\$ 2.65	\$ 636.00	\$ 408.00
\$ 33.25	\$ 36,575.00	\$ 7,359.00
\$ 8.70	\$ 4,785.00	\$ 880.00
\$ 9.02	\$ 4,961.00	\$ 1,991.00
\$ 2.65	\$ 636.00	\$ 345.60

ITEM	QTY	BID UNIT	ITEM DESCRIPTION	MATORI INDUSTRIES		WESTERN MARKETING	
				UNIT COST	TOTAL	UNIT COST	TOTAL
35	1200	LB	LITHIUM COMPLEX GREASE EP2 120LB	\$ 13.23	\$ 15,876.00	\$ 3.65	\$ 4,380.00
36	1200	LB	LITHIUM COMPLEX GREASE EP-0 55 GALLON DRUMS	\$ 3.71	\$ 4,452.00	\$ 3.74	\$ 4,488.00

2021 PRICING		
UNIT	TOTAL	DIFFERENCE
\$ 1.96	\$ 2,352.00	\$ 2,028.00
\$ 3.69	\$ 4,428.00	\$ 60.00

ITEMS 37 - 39: TRANSIT MAINTENANCE FACILITY - 2004 WINDTHORST RD

37	550	GAL	TRANSMISSION FLUID ALLFLEET TO-4 10W CAT SPECS	\$ 23.40	\$ 12,870.00	\$ 10.29	\$ 5,659.50
38	550	GAL	TRANSMISSION FLUID ALLFLEET TO-4 30W CAT SPECS	\$ 20.07	\$ 11,038.50	\$ 12.14	\$ 6,677.00
39	240	QT	TRANSMISSION FLUID MERCON V	\$ 39.00	\$ 9,360.00	\$ 39.94	\$ 9,585.60
TEXAS USED OIL FEE \$0.04/GAL							
DRUM DEPOSIT CHARGES							
TOTAL					\$ 461,234.30		\$ 255,489.60

\$ 8.70	\$ 4,785.00	\$ 874.50
\$ 9.02	\$ 4,961.00	\$ 1,716.00
\$ 2.65	\$ 636.00	\$ 8,949.60
	\$ 183,190.70	\$ 83,226.00

Resolution No. _____

Resolution authorizing award of bid for the City's estimated annual requirement of automotive lubricating oils and grease to Reladyne/Western Marketing, Inc. in the amount of \$255,489.60

WHEREAS, the City of Wichita Falls advertised and requested bids for the purchase of the City's annual requirement of automotive lubricating oils and grease; and,

WHEREAS, bids were received and publicly opened on September 1, 2023; and,

WHEREAS, the City Council desires to purchase lubricating oils and grease for the City's vehicle fleet.

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

Authorization is granted to award the bid for the purchase of lubricating oils and grease to Reladyne/Western Marketing, Inc., in the amount of \$255,489.60.

PASSED AND APPROVED this the 3rd day of October, 2023.

MAYOR

ATTEST:

City Clerk