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 Hegglund, City Attorney
Marie Balthrop, City Clerk

Notice Of Regular Meeting Of The Mayor And City Council Of The City Of Wichita Falls, Texas, To Be Held In The City Council Chambers, Memorial Auditorium, 1300 Seventh Street, Tuesday, November 7, 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 City's Facebook page (City of Wichita Falls, Texas Government) (https://www.facebook.com/cityofwichitafalls)**
2. **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: Reverend David Sapata
   DAV TX Chapter 41

   (b) Pledge of Allegiance

3. Presentations

   (a) Proclamation – Employee of the Month, Michael Moreno, Code Enforcement

   (b) Proclamation – Nurse Practitioner Day, Wichita County Nurse Practitioners

CONSENT AGENDA

4. Approval of minutes of the October 17, 2023 Regular Meeting of the Mayor and City Council.

5. Resolutions
   (a) Resolution authorizing the purchase of two (2) Aluminum Solid Waste Transfer Trailers to BTE Body Company, Inc. in the amount of $241,732.00

6. Receive Minutes

   (a) WFMPO, Technical Advisory Committee, July 6, 2023

   (b) Employee Benefits Trust Board, August 24, 2023

   (c) Planning & Zoning Commission, September 13, 2023

   (d) Park Board, September 28, 2023

REGULAR AGENDA

7. Ordinances

   (a) Ordinance making an appropriation to the Special Revenue Fund for STD/HIV-DIS Prevention Services Program in the amount of $299,909; received from the Department of State Health Services; authorizing the City Manager to execute contract accepting same

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

   (c) Ordinance appropriating $868.12 of grant funds pursuant to the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2023 ALERRT Travel Assistance, appropriating said funds to the Special Revenue Fund, and authorizing the City Manager to execute all documents necessary to accept and share said funds

   (d) Ordinance appropriating $150,334.65 of grant funds pursuant to the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2024 Body-Worn Camera Grant Program, appropriating said funds to the Special Revenue Fund, and authorizing the City Manager to execute all documents necessary to accept and share said funds

(e) Ordinance appropriating $113,560.00 of grant funds pursuant to the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2024 Criminal Justice Grant Program, appropriating said funds to the Special Revenue Fund, and authorizing the City Manager to execute all documents necessary to accept and share said funds

8. Resolutions

(a) Resolution authorizing the emergency rehabilitation of 436 feet of sewer collections pipeline at Lift Station 14, by Insituform Technologies LLC., in the amount of $84,850.00

(b) Resolution authorizing the award of a sole source rehabilitation of a Belt Filter Press at the Wichita Falls Resource Recovery Facility, to Andritz Separation Technologies Inc., in the amount of $309,942.00

(c) Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC/4A) by amending the budget to include an up to $75,000 performance agreement with Magic Aire, Inc. to assist in site improvements at the existing facility in Wichita Falls

(d) Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC/4A) by amending the budget and the existing performance agreement with Panda Biotech for an additional amount not to exceed $200,000 related to the company's operation out of their existing facility on I-44.

9. Other Council Matters

(a) Staff Reports

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

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

11. Executive Sessions

(a) Executive Session in accordance with Texas Government Code § 551.087, to discuss or deliberate the offer of a financial or other incentive to a business prospect that the City Council seeks to have, locate, stay, or expand in or near the

territory of the City of Wichita Falls and with which the City and/or economic development corporations created by the City are conducting economic development negotiations (including, but not limited to, Magic Aire, Inc. and Panda Biotech).

12. Adjourn

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

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

CERTIFICATION

I certify that the above notice of meeting was posted on the bulletin board at Memorial Auditorium, Wichita Falls, Texas on the 1st day of November, 2023 at 5:30 o'clock p.m.

Marie Balthrop

City Clerk

CITY COUNCIL AGENDA
November 7, 2023

ITEM/SUBJECT: November Employee of the Month.

INITIATING DEPT: Human Resources

NAME: Michael Moreno

DEPARTMENT: Code Enforcement Division

HIRE DATE: 11/18/2011

PRESENT POSITION: Code Enforcement Officer

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
October 17, 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
Tim Brewer	-	Councilors
Jeff Browning	-	
Steve Jackson	-	
Larry Nelson	-	
Michael Smith	-	
Darron Leiker	-	City Manager
Kinley Hegglund	-	City Attorney
Marie Balthrop	-	City Clerk

Absent: Bobby Whiteley, Councilor At-Large

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

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Item 2a – Invocation

Pastor Michael Hanson, First Presbyterian Church, gave the invocation.

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Item 2b – Pledge of Allegiance

Mayor Santellana led the Pledge of Allegiance.

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Item 3-5 – Consent Items
8:32 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 Nelson and carried by the following vote:

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

Nays: None

Item 3 – Approval of Minutes of the October 3, 2023, Regular Meeting of the Mayor and City Council

Item 4 – Ordinance 56-2023

Ordinance authorizing the City Manager to award contract to Hedgerow Software US Inc for the Health Department Environmental Health Systems Conversion Project, in the amount of $72,000.

Item 5 – Receive Minutes

(a) Library Advisory Board, July 18, 2023

(b) Lake Wichita Revitalization Committee, September 12, 2023

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Item 6a(i) – Public hearing on an ordinance finding certain buildings and/or structures to be dangerous; requiring property owners to demolish said buildings and/or structures within thirty (30) days of the date of this ordinance and declaring an emergency and immediate effective date
8:33 a.m.

Mayor Santellana opened the public hearing at 8:33 a.m.

Rita Miller, Code Enforcement & Housing Administrator, discussed the dangerous structure criteria, demolition process, and notice timeline. Mrs. Miller requested that 304 6th Street, 2009 8th Street, and 1008 Austin Street be removed from the list due to owners

either making substantial progress on renovation or having demolished the structures prior to the meeting. She presented the following dangerous structures for demolition:

2614 9th Street, accessory structure – Date of notice January 30, 2023, no taxes are owed, and water is still connected. There were no public comments.

813 Chance Street, main structure – Date of notice May 31, 2023, no taxes are owed, and the water was disconnected on June 5, 2001. Julie Lewis, 5226 Air Force Dr., asked for an extension beyond the 30 days to demolish the property since she purchased it less than a year ago. Rita Miller stated that there is time built into the process due to environmental evaluations and receiving bids. Ms. Lewis will have time to hire her own contractor and demolish the property if she chooses.

1102 Corwin Street, main structure – Date of notice October 13, 2022, $3,408.76 taxes are owed, and the water was disconnected on November 14, 2007. There were no public comments.

202 Farris Street, main structure – Date of notice January 20, 2023, no taxes are owed, the water was disconnected November 4, 2008, and animals are inhabiting the structure. There were no public comments.

1816 E. Fort Worth Street, commercial structure – Date of notice October 14, 2022, no taxes are owed, the water was disconnected March 19, 2019, and a structure fire was reported on May 20, 2022. Michael Jones, 103 Chaparral, son of the owner, stated that his father has dementia, and he is currently using the property for storage. There was brief discussion regarding the condition of the building, the repairs that would be required, and how the property would have to meet commercial requirements. Mr. Jones is not the owner and does not have power of attorney.

1306 Giddings Street, accessory structure – Date of notice January 20, 2023, $2,273.49 taxes are owed, the water was disconnected November 4, 2022, and a structure fire was reported on August 14, 2022. Manuel Mejia, 4518 Woodcrest Circle, is the lien holder and is in the process of taking back ownership of the property through the court. Since Mr. Mejia is not the current owner the City cannot provide him additional time, but he can continue to work with staff when he takes ownership.

1112 Holliday Street, commercial structure – Date of notice October 13, 2022, no taxes are owed, and the water was disconnected July 26, 2005. There were no public comments.

5114 Inlet Drive, main structure – Date of notice November 8, 2022, $2,979.45 taxes are owed, and the water was disconnected on January 31, 2023. There were no public comments.

2620 Iowa Park Road, AKA 1005 Harlan Avenue, residential/commercial structure – Date of notice May 31, 2023, no taxes are owed, and the water meter was pulled on December 15, 1998. The property owner would like to demolish the building. It was noted that there is time built into the process for the owner to hire a contractor of his choice to demolish the building.

1800 McGregor Avenue, main structure – Date of notice March 27, 2023, no taxes are owed, the water was disconnected December 20, 2022, a structure fire was reported on December 17, 2022, and a demolition and cleaning lien was signed October 5, 2023. There were no public comments.

606 Walnut Street, commercial structure – Date of notice January 20, 2023, no taxes are owed, the water was disconnected May 13, 2015, there is an active commercial roofing and window replacement permit that was issued February 6, 2023, and extended in July with no progress. The contractor has pulled a permit, demolished the ceiling and sheetrock to repair the trusses, and he intends to install a metal roof. Contractor is asking for an extension of 120 days to obtain a restoration permit.

Beverly Taylor Ellis, 1605 Parkdale, thanked the City Council for agreeing to accommodate the owner of 606 Walnut Street to repair his property.

Tom Taylor, 2318 Rockhill Rd., seconded Ms. Ellis's comments and applauded all of the Council for their empathy in handling these issues.

Mayor Santellana closed the public hearing at 9:11 a.m.

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Item 6a (ii) – Ordinance 57-2023
9:11 a.m.

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

Moved by Councilor Browning to approve Ordinance 57-2023 and remove 604 6th Street, 2009 8th Street, and 1008 Austin from the list, and move 606 Walnut Street, to the list for repairs.

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

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

Nays: None

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Item 6b – Ordinance 58-2023
9:12 a.m.

Ordinance amending Ordinance No. 12-2023 Declaring Certain Structures As Dangerous By Allowing Additional Time To Rehabilitate 914 E. Scott Ave. (Abandoned Motel).

Moved by Councilor Brewer to approve Ordinance 58-2023.

Motion seconded by Councilor Browning.

Mrs. Miller discussed the desire to allow the new property owner additional time to rehabilitate the property. This property was previously on the demolition list, was sold at a Sheriff's Sale to Doyle Property Management, and Mr. Doyle has made improvements to the property but is unable to pull any permits since it is on the demolition list. David Doyle, 3500 Noble, Fort Worth, TX, addressed the Council. He has purchased several properties in Wichita Falls, has invested approximately $2 million, and is currently focusing on Scott Street and the downtown area. He obtained a report from a structural engineer and he intends to completely remodel the old Budget Inn Motel at 914 E. Scott Ave.

Motion carried by the following vote:

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

Nays: None

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Item 6c – Ordinance 59-2023
9:18 a.m.

Ordinance appropriating $950.00 of grant funds pursuant to the FY 2023 Patrick Leahy Bulletproof Vest Partnership Grant, appropriating said funds to the Special Revenue Fund, and authorizing the City Manager to execute all documents necessary to accept and share said funds.

Moved by Councilor Browning to approve Ordinance 59-2023.

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

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

Nays: None

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Item 6d – Ordinance 60-2023
9:19 a.m.

Ordinance appropriating $37,692.00 of grant funds pursuant to the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, appropriating said funds to the Special Revenue Fund, and authorizing the City Manager to execute all documents necessary to accept and share said funds.

Moved by Councilor Browning to approve Ordinance 60-2023.

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

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

Nays: None

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Item 6e – Ordinance 61-2023
9:21 a.m.

Ordinance authorizing the City Manager or his designee, to accept from the Office of the Governor, Homeland Security Grant Division for the 2023 State Homeland Security Program, Law Enforcement Terrorism Prevention Activities – Grant #4727401, in the amount of $65,259.00.

Moved by Councilor Brewer to approve Ordinance 61-2023.

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

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

Nays: None

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Item 7a – Resolution 120-2023
9:22 a.m.

Resolution authorizing the City Manager to execute contracts with several community service organizations and organizations that promote the convention and tourism industry.

Moved by Councilor Browning to approve Resolution 112-2023.

Motion seconded by Councilor Nelson carried by the following vote:

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

Nays: None

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Item 7b – Resolution 121-2023
9:23 a.m.

Resolution to accept the written offers as presented for 1 Trustee parcel and authorizing execution of the Quitclaim Deed to convey title to Akiel Hardy and Andrew Skinner.

Moved by Councilor Brewer to approve Resolution 121-2023.

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

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

Nays: None

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Item 7c – Resolution 122-2023
9:25 a.m.

Resolution authorizing a contract for professional services to Halff Associates, Inc. to provide planning services for a new Parks and Recreations Master Plan in the amount not to exceed $200,000.

Moved by Councilor Browning to approve Resolution 122-2023.

Motion seconded by Councilor Nelson.

Blake Jurecek, Assistant City Manager, discussed the importance of the Master Plan, the process, opportunities for public engagement, and how the plan is a requirement for some grant applications.

Councilor Jackson asked about the number of parks, how we compare with other cities, and the possibility of reducing the number of parks.

Beverly Taylor Ellis, 1605 Parkdale, applauded Mr. Jurecek for his work on city parks, and asked that the City consider not weighing heavily on online public input since not everyone has access to the internet. She discussed community involvement with park improvements, grant applications, and how the city might consider hiring a grant writer to apply for the various federal, state, and local grants available.

Tom Taylor, 2318 Rockhill Rd., thanked the Council for allocating funds to this project. He serves as the vice-chair of the Parks Board, and discussed the review of the 39 parks completed by the board. They looked at the conditions of each park, completed an equipment inventory, and discussed the age of some of the equipment. Good parks and recreation bring businesses, tourists, and new residents to town, and without the Master Plan we will be limited on grants and other funds to improve our parks.

Mayor Santellana addressed comments he has heard regarding the expense of hiring an outside company to complete the Master Plan, the importance of the plan, the importance of community input, and the importance of hiring professionals to complete the process.

Councilor Jackson gave kudos to Terry Points for his work on all of our City parks, and for staying on top of removing graffiti.

Steve Garner, 2806 S. Shepherds Glen, discussed the importance of recreational opportunities for quality of life, especially for residents at Sheppard Air Force Base and students attending Midwestern State University. He encouraged individuals participating in process to include those groups, and discussed the benefits of park improvements to our community.

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

Nays: None

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Item 7d – Resolution 123-2023
9:48 a.m.

Resolution authorizing the acquisition of approximately 6.1 acres of land belonging to Burlington Northern Railway Company for the construction of South Wenonah Boulevard, and authorizing the City Manager to execute all related documents to purchase said property for an amount not to exceed $362,500 plus standard closing costs.

Moved by Councilor Brewer to approve Resolution 123-2023.

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

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

Nays: None

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Item 7e – Resolution 124-2023
10:01 a.m.

Resolution authorizing the City Manager to execute a Professional Services Agreement with Biggs & Mathews, Inc. for the design of the South Wenonah Extension in the amount of $668,500.00.

Moved by Councilor Browning to approve Resolution 124-2023.

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

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

Nays: None

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Item 7f – Resolution 125-2023
10:03 a.m.

Resolution authorizing the City Manager to enter into an agreement with Anthony Inman Construction, Inc for demolition and asbestos abatement services, as well as, the purchase and installation of the replacement building HVAC system and electrical switch gear for Memorial Auditorium with an estimated cost of $1,984,293 and delegating evaluation authority to the City Manager to the maximum extent authorized by Texas Gov't Code § 2269.053.

Moved by Councilor Brewer to approve Resolution 125-2023.

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

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

Nays: None

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Mayor Santellana moved to Executive Session

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Item 10 – Executive Sessions

City Council adjourned into Executive Session at 10:15 a.m. in accordance with Texas Government Code §551.072 and §551.074.

City Council reconvened at 10:50 a.m.

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

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Mayor Santellana returned to item 7g

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Item 7g – Resolution 126-2023
10:50 a.m.

Resolution authorizing a two-year lease agreement with Big Blue Properties WF, LLC for leasing office space for government operations during the Memorial Auditorium renovation for $17,500 per month.

Moved by Councilor Brewer to approve Resolution 118-2023.

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

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

Nays: None

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Item 7h – Resolution 127-2023
10:59 a.m.

Resolution authorizing a two-year lease agreement with Wichita Tower, INC. for leasing office space for government operations during the Memorial Auditorium renovation for $18,585 per month.

Moved by Councilor Brewer to approve Resolution 127-2023.

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

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

Nays: None

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Item 7i – Resolution 128-2023
11:00 a.m.

Resolution of the City Council of the City of Wichita Falls, Texas nominating individuals to serve on the Wichita Appraisal District Board of Directors.

Moved by Councilor Nelson to approve Resolution 128-2023.

Motion seconded by Councilor Smith.

Marie Balthrop, City Clerk, discussed the changes to the appointment process due to SB 2.

Councilor Smith moved to recommend Glenn Barham and Jeff Taylor for the Wichita Appraisal District Board of Directors.

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

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

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.
11:01a.m.

Councilor Jackson encouraged everyone to get out and vote, Early Voting begins October 23, and Election Day is November 7th.

Councilor Brewer asked Russell Schreiber, Director of Public Works, to explain the importance of the water reuse system. Mr. Schreiber stated the reuse system has been used nonstop since June 2021, how efficiently it is run, how without it we would be well into stage 2 drought restrictions, and how we continue with the Lake Ringgold permitting process to advance our future water supply. There was brief discussion regarding the cost of service, and services water bill fees cover.

Councilor Smith discussed the need for citizens to stay on top of lawn care before grass grows too tall. He discussed the new non-profit, Help Me Grow Wichita County, that will support families with small children and is sponsored by United Way. He attended a meeting at the State Hospital and there will be a new State Hospital facility built on the property and construction will begin this fall and it will open in 2027. This Saturday is Halloween in the Park at the Softball Complex on Sheppard Access Road, and he reminded everyone of the upcoming election and suggested everyone get the League of Women Voters Guide that discusses candidates and the constitutional amendments on the ballot.

Councilor Nelson congratulated Mr. Kelty and thanked him for his work downtown, and thanked Mr. Doyle for his work. He enjoyed the TML conference and enjoyed networking with other city officials.

Mayor Santellana discussed the upcoming election, and the importance of the TML Conference and the classes they provide. He encouraged everyone to grab a buddy and get out and vote.

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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
11:16 a.m.

There were no comments from citizens.

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Item 11 –Adjourn

Mayor Santellana adjourned the meeting at 11:17 a.m.

PASSED AND APPROVED this 7th day of November 2023.

_____
Stephen Santellana, Mayor

ATTEST:

_____
Marie Balthrop, TRMC, MMC
City Clerk

CITY COUNCIL AGENDA
NOVEMBER 7, 2023

ITEM/SUBJECT: Resolution authorizing the purchase of two (2) Aluminum Solid Waste Transfer Trailers to BTE Body Company, Inc. in the amount of $241,732.00.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: N/A

COMMENTARY: Bids were opened on October 13, 2023 for the purchase of two aluminum solid waste transfer trailers for the Sanitation Division. One responsive bid was received meeting all specifications.

VENDOR	MODEL	Per UNIT	TOTAL
BTE Body Co.	MAC WASTE TRAILER	$120,866.00	$241,732.00

These replacement trailers are used for transporting solid waste from the Transfer Station to the Landfill. The Transfer Station rotates five trailers throughout the day averaging a total of 25 trips per day to the landfill.

Staff recommends award of bid for the aluminum solid waste transfer trailers to BTE Body Co. in the amount of $241,732.00. The budget for this purchase was $280,000.00.

☒ **Director of Public Works**

ASSOCIATED INFORMATION: Resolution, Bid Tab

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the purchase of two (2) Aluminum Solid Waste Transfer Trailer to BTE Body Company, Inc. in the amount of $241,732.00.

WHEREAS, the City advertised and requested bids for the purchase of two Aluminum Solid Waste Transfer Trailers; and

WHEREAS, bids were received and publicly opened on October 13, 2023; and

WHEREAS, the City Council finds that the lowest responsible bidder was BTE Body Company, Inc.

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

The bid for the purchase of two Aluminum Solid Waste Transfer Trailers is awarded to BTE Body Company, inc. in the amount of $241,732.00, and City Staff is authorized to execute all documents, in forms approved by the City Attorney, necessary to purchase said item in accordance with the bid specifications.

PASSED AND APPROVED this the 7th day of November, 2023.

_____
M A Y O R

ATTEST:

_____
City Clerk

10/13/2023

BID TABULATION

BID 23-24 ALUMINUM SOLID WASTE TRANSFER TRAILER

(2 EACH)

VENDOR	MODEL	UNIT	TOTAL
BTE BODY CO IRVING TX	MAC WASTE TRAILER	120,866.00	$241,732.00

WICHITA FALLS METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee

Minutes

Thursday, July 6, 2023

Voting Members Present:
Lin Barnett, Wichita Falls MPO, MPO Director, TAC Chairperson
Blane Boswell, City of Wichita Falls, City Engineer
Callan Coltharp, TxDOT, Area Engineer
Karen Montgomery-Gagne, City of Wichita Falls, Planning Administrator
Monty Brown, TxDOT, Director of Construction
Scot Reaves, TxDOT, Director of TP&D

MPO Staff:
Jaimie Lee, Wichita Falls MPO, Senior Transportation Planner

Absent:
David Rohmer, TxDOT, Director of Operations
Doug Wooster, City of Wichita Falls, Interim Traffic Superintendent
Terry Floyd, Director of Development Services

I. Welcome & Introduction
Mr. Barnett, TAC chairperson, called the meeting to order at 9:32 a.m. and welcomed everyone in attendance.

II. Public Comment on Agenda and Non-Agenda Items
Mr. Barnett asked for any public comments on agenda and non-agenda items. Receiving none, the committee moved on to the next agenda item.

III. Review and Approval of the April 6, 2023 Technical Advisory Committee's (TAC) Meeting Minutes
Mr. Barnett asked for any comments or corrections to the April 6, 2023 TAC meeting minutes. Receiving none, he asked for a motion to approve the minutes. Mr. Boswell made the motion to approve. Mr. Reaves seconded the motion, which passed unanimously.

IV. Review and Comment Regarding the April 25, 2023 Transportation Policy Committee's (TPC's) Meeting Minutes – No Action Required
Mr. Barnett asked for comments on the April 25, 2023 TPC meeting minutes. Receiving none, the committee moved on to the next agenda item.

V. Review and Recommendation to the Policy Board to Approve Resolution #5-2023: Adopt the FY 2022 Annual Project Listing (APL) for Authorization and Submittal to TxDOT

Mr. Barnett directed the committee's attention to page 9 of the meeting packet. Mr. Barnett stated this resolution complies with the new TxDOT requirement that all MPO's collaborate with their local TxDOT districts during the production of the Annual Project Listing (APL). He stated that all MPO's must submit an APL at the end of each year, in early December. The expectation is that the District Offices will verify the APL information with the MPO's as the District has more in-depth information to support the MPO. Mr. Barnett stated WFMPO posted the 2022 APL on the MPO's homepage for public comment from May 26th through June 26th. He stated that these new procedures for the APL – consulting with the TxDOT District Office, posting the APL for public comment, and asking the TPC Policy Board to approve the resolution – will now become an annual requirement. The resolution will be presented to the Policy Board at the July 25th TPC meeting. Mr. Barnett asked for any comments or questions regarding Resolution #5-2023. Receiving none, he asked for a motion to forward the document to the Policy Board for their review and approval. Mr. Coltharp made the motion to forward the document to the Policy Board. Mr. Brown seconded the motion, which passed unanimously.

VI. Review and Recommend to the Policy Board to Approve Wichita Falls Transit System TIP Amendments for 2023 and 2024

Mr. Barnett directed the committee's attention to the Transportation Improvement Program (TIP) enclosure. He stated the Wichita Falls Transit System had submitted their request to amend Fiscal years 2023 and 2024 in Section IV – Federally Funded Transit Projects of the 2023-2026 TIP. Mr. Barnett stated these changes reflect updates to Capital, Preventive, Maintenance, Operation Assistance and Planning based on forecasted Section 5307 formula dollars. He stated WFMPO will present the amendments to the Policy Board for approval at the July 25th TPC meeting. Mr. Barnett asked for any comments or questions regarding the amendments. Receiving none, he asked for a motion to forward the amendments to the Policy Board for their review and approval. Ms. Gagne made the motion to approve. Mr. Boswell seconded the motion, which passed unanimously.

VII. Update on the 2023 Bicycle Friendly Community Application for Bronze Level Renewal

Mr. Barnett updated the committee on the current progress of the 2023 Bicycle Friendly Community Application renewal. He stated he will contact the Bicycle Friendly Working Group today for progress updates as well. Mr. Barnett stated that starting Friday, he will begin inputting information into the online application. Mr. Barnett asked for comments or questions regarding the Bicycle Friendly Community Application. Receiving none, the committee moved on to the next agenda item.

VIII. Other Business:

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

City: Mr. Boswell reported Taft Blvd. widening was 100% complete. 2023 Asphalt St. Rehab was 85% complete. The Business Park Streets and Drainage Project is 99%

complete. 2022 Concrete St. Rehab project was 98% complete. 2023 Concrete St. Rehab project is at 0% complete. Future projects include Lake Wichita Parking Lot.

TxDOT: Mr. Coltharp reported on the current construction projects: SH 240 intersection improvements, FM 369 Districtwide Seal Coat, FM 1814 Roadway Widening, LP 473 Mill at Gutters, FM 2380, SH 79 and SL 473 are pavement repair and overlay.

b. **MPO Quarterly Financial Report (2nd Quarter FY 2023 – January, February, March)**
Mr. Barnett reported on the 3rd quarter expenses for the MPO. He stated that the MPO had spent 45% of its total allocation for FY 2023. Mr. Barnett asked for any comments or questions on the first quarter financial report. He received none.

c. **Other Items**
Mr. Barnett stated the MPO would begin the process for hiring a qualified consultant for the MTP update. He stated the update is due January 2025 and a consultant would be hired by January 2024 because it is a yearlong process to update the MTP.

IX. Meeting Adjournment

The meeting adjourned at 10:12 a.m.

Lin Barnett

Irvan F. "Lin" Barnett Jr.
MPO Transportation Planning Director
Wichita Falls MPO

City of Wichita Falls
Employee Benefits Trust Board
Meeting Minutes
August 24th, 2023

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

Present: Darron Leiker, City Manager
Paul Menzies, Assistant City Manager
Kinley Hegglund, City Attorney
Christi Klyn, Director of Human Resources
Jessica Williams, Chief Financial Officer
Stephen Santellana, Mayor
Angela Bosma, Employee Benefits Specialist II
Via remote:
Brent Weegar, HUB International, Senior Vice President
Blaze McCarthy, Senior Account Manager

Agenda Items:

I. Meeting was called to order at 10:00 am.

II. Minutes from the previous meeting on 6/12/23 were approved.

III. The financial report was included within the HUB presentation.

IV. 2023 Mid-Year review by HUB International:

Overview:

Financial Results:

The City of Wichita Fall's total per capita healthcare cost decreased by -16.0% at year end 2022. Per capita health claims decreased by -21.0% and prescription claims decreased by -10.8% at year end. Over the past 5 years, the City has achieved a 0.4% average claims trend vs the nation at 6.2%

Through April, of the 2023 total per capita costs are up 13% over prior period results when compared to 2022…Claims expenses for FY23 are within budget projections at this time.

Moving forward:

The City has experienced significant growth in its fund balance due to positive fund performance over the past 5 years. For FY24, it is recommended to consider utilizing fund balance to improve its health insurance program and align with best practices/municipal benchmarks. HUB has worked with Human Resources and Finance to propose strategic options for the City's consideration which are presented in this report.

Strategic Recommendations

Budget:

Projected fund balance for year end FY23 is expected to grow of $2.5m and exceed $12.2m in cumulative fund balance. HUB recommends a minimum fund balance of 25% of total expense which is $3.5m for FY23. For FY24, it is recommended to consider utilizing fund balance to take measured steps toward improving the City's health insurance program and align with best practices/municipal benchmarks.

Health Plan Design:

HUB has provided the City with plan options including the following recommended considerations for the 2024 Plan year:

- *Reduction to deductibles except for required increase for HSA plan*
- *Reductions to Out of Pockets Maximums for all plans*
- *Elimination of inpatient and outpatient surgery copay for Core & Cat plans*
- *Reductions to specialist copay levels for Core & Cat plans*
- *Increase in Employer contributions to HSA accounts*
- *Elimination of out of network benefits (EPO Plan)*

Contributions:

For the 2023 plan year, the City is expected to fund 78.0% of the total cost of health care. The City funds 92.5% to employee only and 68.6% to dependent coverage for the HSA plan. The City is cost neutral between the HSA and CAT plans however funds more to the PPO Core plan. It is recommended to consider moving the PPO Core plan towards cost neutrality over time.

However, for PY24 it is recommended to apply no increase to the employee contributions & consider a one-time (FY24) premium holiday for employees. The budget includes a 3-month premium holiday with use of fund balance.

Retiree Plans:

As a best practice, the City applies separate risk adjusted rates for the retiree health programs which explicitly sates the employer and employee subside levels of retiree risk. HUB has provided the recommended premium structure for retiree rates assuming the City implements the plan new plan options. Although increases are required for retiree rates, retirees would have access to the improved plan designs if implemented by the City.

Dental:

The Humana dental plan of benefits and funding structures are in line with benchmarking. No significant changes are recommended at this time.

Vision:

The fully insured Superior vision plan of benefits and funding structures are in line with benchmarking. NO significant changes are recommended to the plan design or funding levels at this time.

***Life and Disability**:*

The Symetra life …insurance is in line with benchmarking, however it is recommended to evaluate increasing the $7.000 monthly maximum benefit for the long term disability plan.

Health clinic services:

The City continues to experience positive results from the Employee Health Clinic. In 2023, the City expanded its services and implemented a 16 hour per week behavioral health counselor. The provider visits have steadily increased each month since the flood impacted services. HUB is evaluating pricing to increase provider time if needed in FY24.

This was the end of the HUB presentation; everything italicized is quoted from the HUB presentation.

V. A motion was made and seconded to approve all HUB recommendations for PY24. All members voted in favor.

VI. A motion was made and seconded to approve the fund balance policy letter. All members voted in favor.

VII. A motion was made and seconded to approve renewal with UnitedHealthcare for the Medicare Advantage Plan. All member voted in favor.

VIII. With no further business, the meeting was adjourned.

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

Approved on 10/12/23
ADB

MINUTES

PLANNING & ZONING COMMISSION

September 13, 2023

PRESENT:

David Cook	◆ Chairman
Michael Grassi	◆ Member
Doug McCulloch	◆ Member
Matt Marrs	◆ Member
Noros Martin	◆ Member
Paul Mason	◆ Alternate No. 2
Mark McBurnett	◆ SAFB Liaison
Wayne Pharries	◆ Member
Cayce Wendeborn	◆ Member
Jeremy Woodward	◆ Vice-Chair
James McKechnie, Deputy City Attorney	◆ City Staff
Terry Floyd, Development Services Director	◆ City Staff
Fabian Medellin, Planning Manager	◆ City Staff
Christal Cates, Senior Executive Asst.	◆ City Staff

ABSENT:

Blake Haney	◆ Member
Steve Wood	◆ Alternate No.1
Councilor Bobby Whiteley	◆ Council Liaison

I. CALL TO ORDER

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

III. PUBLIC COMMENTS

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

IV. APPROVAL OF MINUTES

Ms. Cayce Wendeborn made a motion to adopt the August 9, 2023, minutes. Mr. Jeremy Woodward seconded the motion. The motion was passed unanimously, 9-0

VII. CONSENT AGENDA

Case P 23-13 Trophy Park, Section 5 – Final Plat
Case P 23-16 Cooper Milly Addition, Lot 1, Block 1 – Preliminary Plat

Case P 23-17 Rancho Vista Place, Lots 2-5, Block 39 – Final Plat

Chairman Cook 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.

Ms. Cayce Wendeborn made a motion to approve the consent agenda with Mr. Marrs seconding. The vote passed unanimously 9-0.

VIII. REGULAR AGENDA

1. Case R 23-15 – 807 N. Broadway Street:
Consider taking action on a conditional use at 807 N. Broadway Street to allow for a limited restaurant in a Limited Commercial (LC) district.

Mr. Wayne Pharries made a motion to approve the case. Ms. Wendeborn seconded the motion. Mr. Medellin presented the case and stated, the applicant and owners, Ms. Lopez & Mr. Gomez had met with staff many times over the last 2 years about development of the subject property located at 807 N. Broadway Street and what would fit the neighborhood. Ms. Lopez would like to open a Paleta shop, translated in English means popsicle store and in Hispanic cultures are regularly found in neighborhoods, similar to a neighborhood convenient store. Mr. Medellin advised the Commission the reason for the proposal for a restaurant was because Ms. Lopez would like to offer a seating area where patrons could enjoy popsicles and other pre-packed food that would be for sale. A pre-development meeting was held with staff and Ms. Lopez regarding her proposal, and regulations and requirements for the use were given to Ms. Lopez. Staff also participated in a walk-through on the subject property with the owner to advise of additional Health, Fire and Building code requirements.

The subject property is located on the northside of Wichita Falls, northeast of Scotland Elementary and south of the Iowa Park and Sheppard Access Road intersection. Mr. Medellin stated the structure was currently a residential property and that Ms. Lopez would require approval for a conditional use from the Commission to convert the residence into a commercial structure for the business. Mr. Medellin advised Ms. Lopez and Mr. Gomez (owner the adjacent lot 1223 North 9th Street) where the applicant intended to provide onsite parking once they had both properties combined in the re-platting process.

Mr. Medellin displayed maps showing the subject property in a primarily residential neighborhood zoned Single Family-2 (SF-2) except for N. Broadway Street which was Limited Commercial (LC). Staff believe the store will be utilized by the surrounding community and will have minimal traffic impacts. During the walk-through with City staff, it was noted the structure would require minimal changes needed to convert from residential to commercial use.

Staff notified 24 property owners in the surrounding 200ft. notification area and received back a total of four responses, all in favor of this proposal. Mr. Medellin stated after consideration of the proposed use, staff recommends approval of this

Conditional Use Permit request for 807 N Broadway St. to allow for a limited restaurant in a Limited Commercial (LC) zoning district with the following conditions:

1. Obtain all necessary permits and licenses in accordance with city ordinances, adopted building code and health code regulations.
2. Any additional site improvements, non-conforming site elements, and developmental requirements as required by the Health, Building, or Zoning Codes will be subject to the site plan review/re-occupancy process.
3. Comply with all special conditions unique to the Limited Commercial (LC) zoning district to include limitations of hours of operation and signage.
4. Prior to initiating operations all developmental requirements, conditions, permits and licensing shall be reviewed, approved, constructed and inspected.
5. No illuminated signage, either by internal or external lighting, will be allowed on the eastern property line, adjacent to the residences.

Chairman Cook asked if the applicant was present and wish to make a presentation. Mr. Medellin advised the Commission Ms. Lopez was present, however, she only spoke Spanish and that she did not wish to make a presentation and that he would translate if the Commission had any questions for her. Chairman Cook asked if there were any comments from the public. With no comments Mr. Cook asked the Commission if they had any comments or questions. Ms. Wendeborn stated she thought it was an ideal use for that neighborhood and would be utilized by the community. Chairman Cook asked if the adjacent lot would provide enough parking stalls. Mr. Medellin stated it would as the minimum requirement would be four stalls. Mr. Doug McCulloch stated he noticed a church nearby and asked if the applicant intended on selling alcohol. Mr. Medellin stated, if in the future the owner wanted to sell alcohol, approval would be required from the Commission; however, certain criteria would have to be meet, including being 300ft. from a church, which this location would not met that requirement. Chairman Cook called for a vote. The proposal passed unanimously with a vote of 9-0

IX. ADJOURN

Chairman Cook adjourned the meeting at 2:13 pm.

David Cook, Chairman — Date: 10/11/2023

Terry Floyd, Director of Development Services — Date: 10/11/23

Wichita Falls Park Board Meeting
September 28, 2023

W.F. Recreation Center
600 11th St. Room 205
Time: 1:30pm

Presiding:	**Jim Heiman**
Members Present:	**Jessica Traw, Josh Phillips, Larri Jean Jacoby, Alan Donaldson, Michael Battaglino, Dorcas Chasteen, Tom Taylor, Patrick Hearn**
Members Absent:	**Sandy Fleming**
City Council Representative:	**Steve Jackson**
Other:	**Scott McGee, Terry Points, Blake Jurecek**

CALL TO ORDER:

Jim Heiman called the meeting to order at 1:30 p.m.

1 APPROVAL OF MINUTES:

The minutes from June 22, 2 2023 were put before the Board for approval. Alan Donaldson made the motion to approve the minutes and Dorcas Chasteen second the motion.

3. DEPARTMENTAL REPORT:

A. Recreation: Scott McGee
- **See Attached Recreation Report**

B. Parks: Terry Points
- **See Attached Parks Report**

C. Lake Wichita Revitalization Committee:
- **Brick sale are on the City's website for sale. Cut off date will be November 30,2023**
- **Parks Dept is raising the solider statute 2 ft.**
- **Guest speaker Steve Garner for the Lake Wichita Revitalization committee**

D. Circle Trail Update:
- **Warranty work is being done on trail at Kell West and Smith's Gardner Town.**

E. Parks Review Update:
- **No update attached**

F. Other Business, Announcements, Comments:
- **No update attached**

Meeting was adjourned at 2:30pm.

Signature: Jim Heiman

It’s been a hot brutal summer for Parks Maintenance.

We were doing ok being shorthanded in July because things were starting to burn up and giving us a break in mowing. It was hot, but we were catching up. Getting ready for the HHH is a big deal and we had just started gearing up to make the City look good.

Then came August 10. 100 MPH wind storm called a MICRO BURST has made the 2023 summer the worst year in long long time. Our crews have been steady cutting and hauling storm debris for the past six weeks. We estimate over 350 loads of tree limbs have been hauled. We opened the center area of Lucy Park up to the public for a temporary tree only landfill for four weeks. Parks employees manned it for 13 hours a day for the first two weeks and 10-hour days until we closed it down. The debris up in the trees will keep us busy well into winter if not longer. We have to borrow bucket trucks from traffic and the navigation up into the trees is very time consuming. We also had damage to several structures and roofs.

Splash Pad will be shut down September 30. We normally shut down the Tuesday after Labor Day, but by popular request due to the heat we stayed open for a few weeks longer.

The new WCMA shelter at Hamilton is finished and already very popular for reservations.

The north shelter at Scotland will have electric service this week.

The berm shelter at Scotland is under construction at our shop.

The 2600 feet of railing and new drainage structure along the Holiday Creek/Circle Trail are complete.

Upcoming Projects are very delayed by the MICRO BURST.

Loch Lomond Playground should be delivered mid-October

Morningside Playground is on the yard at our shop. We have the border and mulch. This should start in October. CDBG

Bridwell Fountain and Drain under review.

Bridwell Multi-Purpose Courts Architect working on specs/drawings November?? CDBG

Bridwell Baseball Diamond November?? CDBG

10 th St. Pocket Park Benches November/December CDBG

Lions Park playground and sidewalks. CDBG

Lamar Park playground. CDBG

Williams Park playground on hold due to floodway issue CDBG

I am in discussion with Community Development on this one.

Recreation Report September 2023 ; 28

50 Plus Zone daily attendance at 237 per day.

Annual 50 Plus Zone Quilter Quilt sale October 5th.

Recreation Class enrollment at 56 for September.

Softball and Volleyball leagues continue play. Basketball league registration underway.

Largest tournament of year so far on the weekend of Sept. 23-24 had 27 out of town teams and over 300 players competing.

Economic Impact from tournaments for the year total $2,115,938.

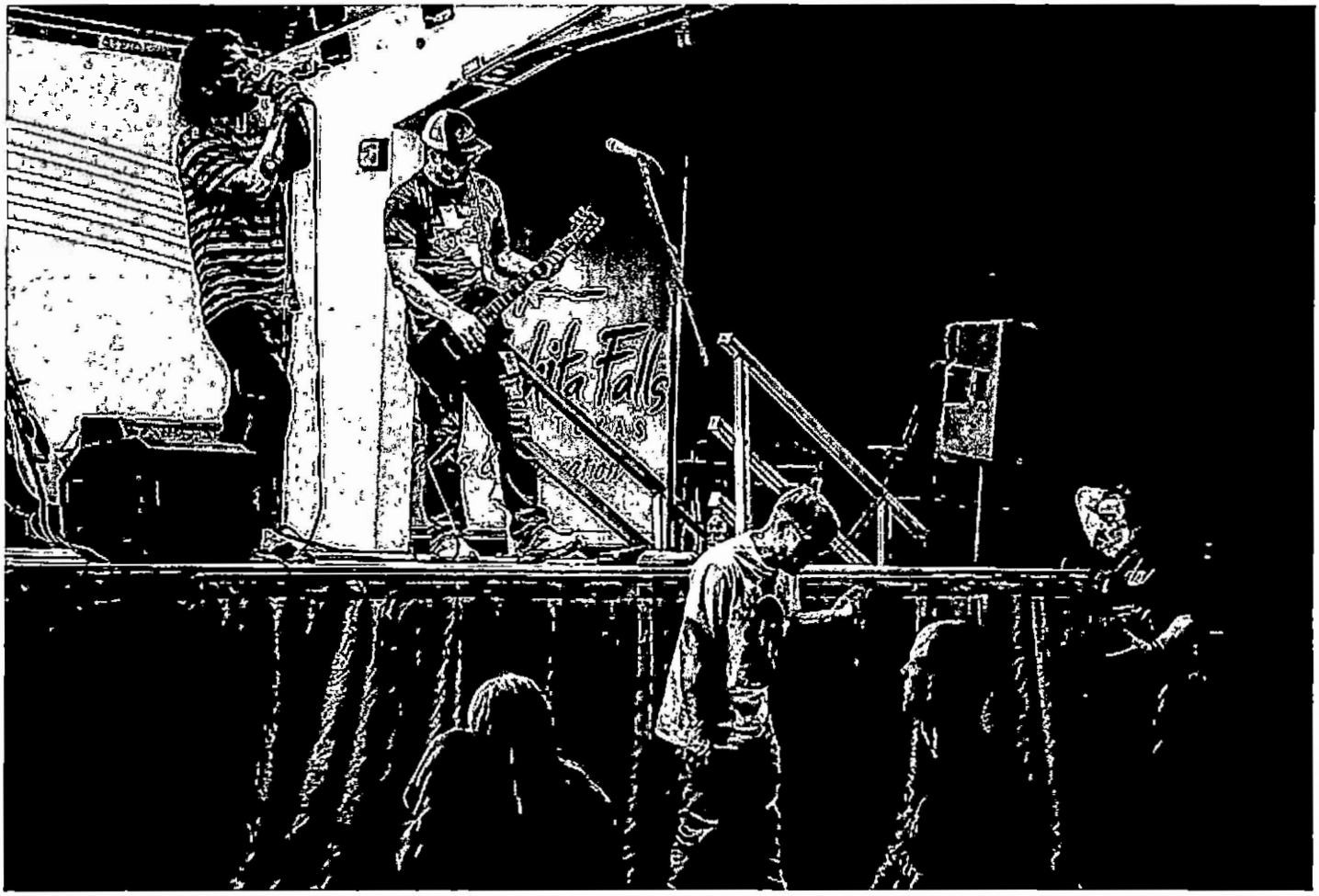
4 B board has granted $197,000 for improvements to the Sports Complex. These projects are being scheduled at this time. Projects include concession and rest room updates, dugout and bleacher improvements, portable fencing and major field fencing repairs.

1st Annual Pickleball City Championships were held 9/23 with 41 entries.

Turkey Trot Tournament 11/3-4

Hamilton Tennis hosting MSU tennis on weekend of 10/7-8 and 10/14-15.

USTA has awarded Falls Town Courts and the City of Wichita Falls 4 tournament for 2024 returning 3 tournaments that were lost several years ago and 1 new tournament These tournaments bring a large number of Junior tennis players and their families to Wichita Falls.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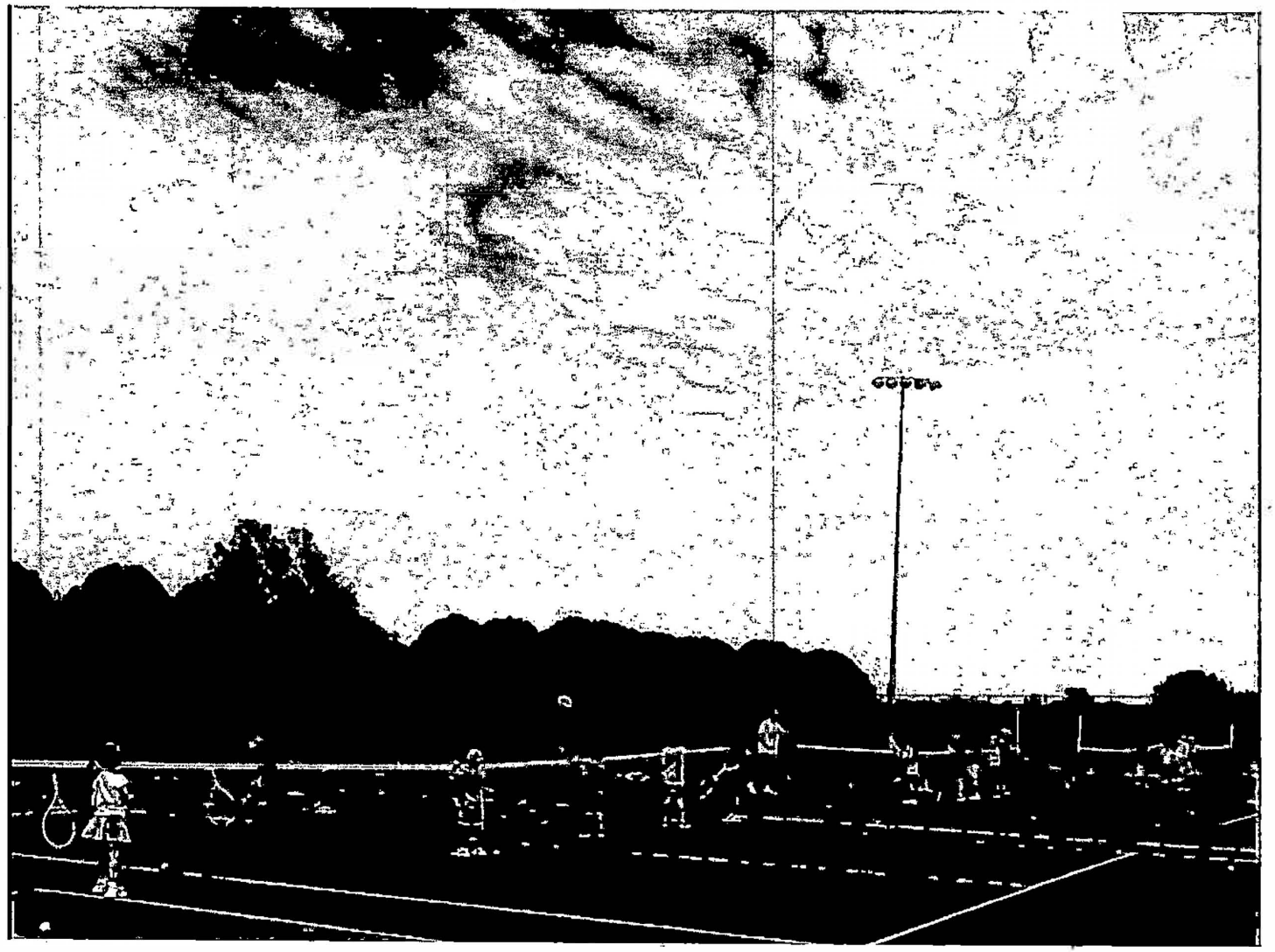

CITY COUNCIL AGENDA
November 07, 2023

ITEM/SUBJECT: Ordinance making an appropriation to the Special Revenue Fund for STD/HIV-DIS Prevention Services Program in the amount of $299,909; received from the Department of State Health Services; authorizing the City Manager to execute contract accepting same.

INITIATING DEPT: Health

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The Department of State Health Services (DSHS) is amending the current STD/HIV-DIS contract to add $299,909 of funding for calendar year 2024. Through this contract, Disease Intervention Specialist (DIS) services are offered to the public with the goal of controlling and preventing the spread of Sexually Transmitted Diseases (STDs), including Human Immunodeficiency Virus (HIV). There is no match requirement. The grant provides salary and fringe funding to support a DIS Program Manager, DIS, and Disease Investigation and Statistics Specialist (DISS). These individuals will perform the following seven core activities: community and individual behavior change interventions, medical and laboratory services, partner services, leadership and program management, surveillance and data management, program evaluation, and training and professional development. The contract period for this grant is January 1, 2024 to December 31, 2024.

Staff recommends approval of the ordinance.

☒ **Director of Health**

ASSOCIATED INFORMATION: Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance making an appropriation to the Special Revenue Fund for STD/HIV-DIS Prevention Services Program in the amount of $299,909; received from the Department of State Health Services; authorizing the City Manager to execute contract accepting same

WHEREAS, the Department of State Health Services wishes to enhance local response to prevent and control Sexually Transmitted Diseases; and,

WHEREAS, the approval of these funds could not have been anticipated prior to the adoption of the 2023 – 2024 budget.

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

There is hereby appropriated in the Special Revenue Fund $299,909 for the STD/HIV–DIS Prevention Services Program, and the City Manager is authorized to enter into a contract with the Department of State Health Services for the Wichita Falls – Wichita County Public Health District.

PASSED AND APPROVED this the 7th day of November, 2023.

_____
M A Y O R

ATTEST:

_____
City Clerk

CITY COUNCIL AGENDA
November 07, 2023

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

INITIATING DEPT: Health

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The Department of State Health Services (DSHS) is amending the current Federal Tuberculosis (TB) Prevention and Control Program contract to add $16,052 of funding for Fiscal Year 2024. There continues to be a required match of 20% or $3,210, which makes the entire contract amount $19,262. The match requirement is met by in-kind services from the City of Wichita Falls. A portion of TB Certified Medical Assistant (CMA) position is covered by this grant; the primary job duties of the CMA are to conduct contact investigations, coordinate and document care of TB patients, and provide education to the public regarding TB prevention and control. The contract period for this grant is September 01, 2023 to August 31, 2024.

Staff recommends approval of the ordinance.

☒ **Director of Health**

ASSOCIATED INFORMATION: Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

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

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

WHEREAS, approval of these funds could not have been anticipated prior to the adoption of the 2023 - 2024 budget.

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

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

PASSED AND APPROVED this the 7th day of November, 2023.

_____
M A Y O R

ATTEST:

_____
City Clerk

CITY COUNCIL AGENDA
November 7, 2023

ITEM/SUBJECT: Ordinance appropriating $868.12 of grant funds pursuant to the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2023 ALERRT Travel Assistance, appropriating said funds to the Special Revenue Fund, and authorizing the City Manager to execute all documents necessary to accept and share said funds.

INITIATING DEPT: Police

STRATEGIC GOAL: Efficient Delivery of City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The City Council on May 2, 2023 authorized the City Manager to make application for a non-matching grant from the Office of the Governor, Public Safety Office, Criminal Justice Division, Advanced Law Enforcement Rapid Response Training (ALERRT) Travel Assistance Grant for FY 2023. The Wichita Falls Police Department sent (2) Officers for ALERRT training in Ft. Worth, Texas in the month of March of 2023. The Department was notified that it was awarded the amount of $868.12 for reimbursement of travel cost for sending (2) Officers for ALERRT Training.

Staff recommends the City Council approve the attached ordinance appropriating the grant funds.

☒ **Police Chief**

ASSOCIATED INFORMATION: Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance appropriating $868.12 of grant funds pursuant to the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2023 ALERRT Travel Assistance, appropriating said funds to the Special Revenue Fund, and authorizing the City Manager to execute all documents necessary to accept and share said funds

WHEREAS, the City of Wichita Falls has been notified that it has been awarded a non-matching grant, from the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2023 ALERRT Travel Assistance, in the amount of $868.12; and,

WHEREAS, the Police Department intends to use these funds to reimburse for travel costs associated with sending (2) Officers to ALERRT Training.

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

The City Manager is hereby authorized to execute all documents necessary to accept $868.12 from the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2023 ALERRT Travel Assistance Grant (#4712501).

PASSED AND APPROVED this the 7th day of November, 2023.

_____
M A Y O R

ATTEST:

_____
City Clerk

CITY COUNCIL AGENDA
November 7, 2023

ITEM/SUBJECT: Ordinance appropriating $150,334.65 of grant funds pursuant to the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2024 Body-Worn Camera Grant Program, appropriating said funds to the Special Revenue Fund, and authorizing the City Manager to execute all documents necessary to accept and share said funds.

INITIATING DEPT: Police

STRATEGIC GOAL: Efficient Delivery of City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The City Council on January 17, 2023 authorized the City Manager to make application for a 25% matching grant ($50,111.55) from the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2024 Body-Worn Camera Grant Program. The Department was notified that it was awarded the amount of $150,334.65 for assisting in the implementation of Body-Worn Cameras at the department, and will use awarded funds to off-set the cost of purchasing body-worn cameras for all officers conducting calls for service and any traffic enforcement or pedestrian stops. Total project funding will be $200,446.20.

Staff recommends the City Council approve the attached ordinance appropriating the grant funds.

☒ **Police Chief**

ASSOCIATED INFORMATION: Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance appropriating $150,334.65 of grant funds pursuant to the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2024 Body-Worn Camera Grant Program, appropriating said funds to the Special Revenue Fund, and authorizing the City Manager to execute all documents necessary to accept and share said funds

WHEREAS, the City of Wichita Falls has been notified that it has been awarded a 25% matching grant, from the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2024 Body-Worn Camera Grant Program, in the amount of $150,334.65; and,

WHEREAS, the City of Wichita Falls will fund $50,111.55 to pay the 25% matching grant requirement; and,

WHEREAS, the Police Department intends to use these funds to off-set the cost of equipping all Officers conducting Calls for Service, all Traffic Enforcement, and Pedestrian stops for accountability of Police operations.

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

The City Manager is hereby authorized to execute all documents necessary to accept $150,334.65 from the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2024 Body-Worn Camera Grant Program (#4693501).

PASSED AND APPROVED this the 7th day of November, 2023.

_____
M A Y O R

ATTEST:

_____
City Clerk

Select and Enter Budget Line Item Details

	Budget Category	OOG Funds	Cash Match	In Kind Match	GPI	Total Project
	Contractual and Professional Services	$20,081.25	$6,693.75	$0.00	$0.00	$26,775.00
	Equipment	$0.00	$0.00	$0.00	$0.00	$0.00
	Supplies and Direct Operating Expenses	$130,253.40	$43,417.80	$0.00	$0.00	$173,671.20

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
$150,334.65	$50,111.55	$0.00	$0.00	$200,446.20

CITY COUNCIL AGENDA
November 7, 2023

ITEM/SUBJECT: Ordinance appropriating $113,560.00 of grant funds pursuant to the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2024 Criminal Justice Grant Program, appropriating said funds to the Special Revenue Fund, and authorizing the City Manager to execute all documents necessary to accept and share said funds.

INITIATING DEPT: Police

STRATEGIC GOAL: Efficient Delivery of City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The City Council on February 7, 2023 authorized the City Manager to make application for a non-matching grant from the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2024 Criminal Justice Grant Program. The Wichita Falls Police Department is going to use awarded funds to send various officers to necessary training events to improve current job skills and improve the operating efficiency at the department. The Department was notified that it was awarded the amount of $113,560.00 for the Officer Training Projects.

Staff recommends the City Council approve the attached ordinance appropriating the grant funds.

☒ **Police Chief**

ASSOCIATED INFORMATION: Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance appropriating $113,560.00 of grant funds pursuant to the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2024 Criminal Justice Grant Program, appropriating said funds to the Special Revenue Fund, and authorizing the City Manager to execute all documents necessary to accept and share said funds

WHEREAS, the City of Wichita Falls has been notified that it has been awarded a non-matching grant, from the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2024 Criminal Justice Grant Program, in the amount of $113,560.00; and,

WHEREAS, the Police department intends to use these funds to send various Officers to necessary training to improve current job skills and improve operating efficiency at the department.

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

The City Manager is hereby authorized to execute all documents necessary to accept $113,560 from the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2024 Criminal Justice Grant Program (#4738901).

PASSED AND APPROVED this the 7th day of November, 2023.

_____
M A Y O R

ATTEST:

_____
City Clerk

CITY COUNCIL AGENDA
November 7, 2023

ITEM/SUBJECT: Resolution authorizing the emergency rehabilitation of 436 feet of sewer collections pipeline at Lift Station 14, by Insituform Technologies LLC., in the amount of $84,850.00.

INITIATING DEPT: Public Works and Finance/Purchasing

STRATEGIC GOAL: Provide Adequate Infrastructure

STRATEGIC OBJECTIVE:

COMMENTARY: On October 5th, the 10-inch cast iron force main at Lift Station 14 located north of Old IP Road and west of Harlan Ave failed and caused a reportable Sanitary Sewer Overflow (SSO), discharging over 20,000 gallons of raw, untreated sewage into 3 residential backyards and into a stormwater channel that feeds into Plum Lake at the Soft Ball Complex. Wastewater Collection crews were able to contain the SSO and prevent it from flowing into Plum Lake, thereby averting a major environmental compliance failure. Due to the advanced deterioration of the cast iron line, it took crews and contractors several days to get the pipeline repaired and back into service, only to have the pipeline fail again a week later at a location further downstream.

Due to the condition of the cast iron pipeline, the most recent multiple failures, and the increased risk of regulatory non-compliance due to an environmental contamination with its close proximity to a stormwater channel, it has been deemed that a more permanent rehabilitation is needed on an emergency basis. To quickly and ultimately rehabilitate the pipeline, it has been determined that pipe bursting the pipeline with a more durable HDPE pipe is warranted.

Due to the emergency nature of this work, staff recommends utilizing Insituform Technologies LLC., a Buy Board member, who has provided the City with a quote in the amount of $84,850.00 for the pipeline replacement and associated labor. The costs for this repair will be funded through the annual sewer system rehab budget line item.

Staff recommends award of the emergency rehabilitation of 436 feet of sewer collections pipeline at Lift Station 14, by Insituform Technologies LLC., in the amount of $84,850.00.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the emergency rehabilitation of 436 feet of sewer collections pipeline at Lift Station 14, by Insituform Technologies LLC., in the amount of $84,850.00

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

WHEREAS, the City desires to continue to remain compliant with Federal and State regulations regarding Sanitary Sewer Overflows with a reliable wastewater collections system; and,

WHEREAS, the City has recently experienced a failure of said wastewater collections system at Lift Station 14; and,

WHEREAS, it is in the best interest of the City of Wichita Falls to sole-source the emergency rehabilitation of the discharge pipeline at Lift Station 14 to Insituform Technologies LLC.,

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 pipe and services to rehabilitate the Lift Station 14 discharge pipeline from Insituform Technologies LLC., in the amount of $84,850.00.

PASSED AND APPROVED this the 7th day of November, 2023.

_____
M A Y O R

ATTEST:

_____
City Clerk

Insituform Technologies, LLC
An Aegion Company

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

1103 Postwood Dr.
Corinth, TX 76210
www.insituform.com

Name: Tim Peterle
Phone: 214-317-0950

Fax: 940-498-0265
Email: tpeterle@insituform.com

October 30, 2023

SF#: SO-00120432

Mr. Russell Schreiber PE
City of Wichita Falls
1300 7th St.
Wichita Falls, TX 73601

Buyboard Proposal

Project Name: **City of Wichita Falls, TX – Harlan Ave 10" Force Main Rehab by Pipe Burst HDPE SDR 13.5**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the project location maps and other information presented by the City of Wichita Falls) utilizing the Local Purchasing Cooperative Contract #635-21, administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

We have based this proposal on a nominal wall thickness as shown in the price. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. The Owner shall furnish Insituform Technologies, LLC with required water meters and pay all associated fees, deposits, and charges. Insituform Technologies, LLC will follow all required backflow prevention and metering procedures.

Insituform will supply the City of Wichita Falls a Certificate of Insurance following acceptance of this proposal. The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.

Special:
1. **Water shall be provided as noted above.**
2. **Insituform estimates starting this project the week of November 13th.**
3. **Owner will provide access pits, area to off load and fuse pipe, string line for pipe bursting, pre/post-TV if required, traffic control, bypass, restoration, and testing.**

PROPOSAL PRICING

PAY ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	ESTIMATED AMOUNT
1	Travel & Mobilization – Pipe Burst Crew	1	EA	$7,500.00	$7,500.00
2	Trucking/Load/Off Load HDPE Pipe	1	LS	$7,500.00	$7,500.00
3	Burst Existing 10" or 10" IPS SDR 19 (0'-8' deep)	436	LF	$70.00	$30,520.00
4	Change Pipeburst Pipe to Non-Standard Pipe SDR 13.5 Add-On (Pressure Rated)	4,360	IN-DIA/LF	$6.75	$29,430.00
5	Connect to Existing Manhole or PVC Pipe in Pit	2	EA	$1,200.00	$2,400.00
6	Owner's Contingency Allowance	1	AL	$7,500.00	$7,500.00
				TOTAL	**$84,850.00**

Note: A Tax-Exempt certificate will need to be provided prior to mobilization.

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. HDPE Pipe and fusion for pipe bursting.
3. Confined space safe entry practices.
4. One-year standard construction warranty.
5. Certificate of insurance with a standard coverage.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

a) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for pipe bursting, then those services will be provided by utilizing the Owner's Contingency Allowance after approval.
b) Additional mobilizations and/or setups may apply due to point repairs, obstruction removals, or delays out of our control.
c) Traffic control.
d) Sod or other surface restoration.
e) Bypass pumping.
f) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
g) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
h) Project permits and/or local licenses with be provided by the Owner or Engineer.
i) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
j) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

PROPOSAL TERMS AND CONDITIONS

a) Limits of Liability. In consideration of **INSITUFORM TECHNOLOGIES, LLC**'s agreement to maintain no less than $5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES, LLC**'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
e) Quantities are estimated. Unit prices apply for actual invoice and payment.
f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.

g) Monthly progress payments may be requested for the value of work in progress or completed, including materials secured and on site.
h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC.**
i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

OFFERED BY:	ACCEPTED BY:
INSITUFORM TECHNOLOGIES, LLC	
Timothy R. Peterie	SIGNATURE DATE
TIMOTHY R. PETERIE BUSINESS DEVELOPMENT MANAGER	NAME
REVIEWED BY: ANDY OZMENT AREA VP	TITLE
	ORGANIZATION

cc: Teresa Rose, PE (COWF)
Daniel Nix (COWF)
Alan Peregrino (COWF)
Gordon Smith (COWF)
Ben Hawkins

CITY COUNCIL AGENDA
NOVEMBER 7, 2023

ITEM/SUBJECT: Resolution authorizing the award of a sole source rehabilitation of a Belt Filter Press at the Wichita Falls Resource Recovery Facility, to Andritz Separation Technologies Inc., in the amount of $309,942.00.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Provide Quality Infrastructure

STRATEGIC OBJECTIVE: Enhance Focus on Long-Term Street and Utility Infrastructure Needs

COMMENTARY: During the process of treating waste from the sewer system, the Wichita Falls Resource Recovery Facility produces a large quantity of "biosolids" that have to be processed and disposed of properly. One of the treatment processes for these biosolids is a Belt Filter Press operation, which mechanically squeezes the biosolids removing access water, which is required in order to accept the biosolids at the landfill for disposal, primarily through the City's compost program. One (of 2) of the Belt Filter Presses at the Resource Recovery Facility has been in operation for the last 13 years, and several components are now in need of rehabilitation to ensure that the equipment continues to operate in an efficient manner.

Resource Recovery has received a quote from Andritz Separation Technologies Inc. in the amount of $309,942.00 to provide the services, labor, and materials to refurbish the rollers, bearings, seals, and other ancillary equipment for the Belt Filter Press. The Belt Filter Press refurbishment project is currently budgeted in the 23/24 fiscal year budget for $330,000.00

Andritz is the original manufacturer of the Belt Filter Press, and the City wishes to utilize them as a sole source to provide the most efficient refurbishment of its equipment with factory parts and service.

Staff recommends award of the Belt Filter Press project to Andritz Separation Technologies Inc., at a cost of $309,942.00.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution , Quote, Sole-Source Letter

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the award of a sole source rehabilitation of a Belt Filter Press at the Wichita Falls Resource Recovery Facility, to Andritz Separation Technologies Inc., in the amount of $309,942.00

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

WHEREAS, the City desires to continue to have reliable treatment systems to properly treat biosolids within the Resource Recovery Facility; and,

WHEREAS, the City desires to continue to protect the citizens and the environment from these wastes; and,

WHEREAS, it is in the best interest of the City of Wichita Falls to sole source the purchase of the equipment and labor from Andritz Separation Technologies, Inc.

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 equipment and labor for the Belt Filter Press refurbishment at Wichita Falls Resource Recovery Facility from Andritz Separation Technologies Inc., in the amount of $309,942.00.

PASSED AND APPROVED this the 7th day of November, 2023.

_____
M A Y O R

ATTEST:

_____
City Clerk

Wichita Falls, TX – WWTP

Andritz 2.0m Belt Filter Press Refurbishment Proposal

Proposal: 20989581- R1
Date: October 6, 2023

By: Todd Pratt
Tel: (214) 886-4056
E-mail: todd.pratt@andritz.com

ANDRITZ SEPARATION TECHNOLOGIES INC.
1010 Commercial Blvd S.
Arlington, Texas 76001, USA
Phone: +1 800 433 5161
Fax: +1 817 468 3961
separation.us@ANDRITZ.com

www.ANDRITZ.com

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ANDRITZ Separation

10/6/2023

TO:	**Wichita Falls, TX – WWTP**
PROJECT:	**Belt Filter Press Refurbishment**
PROJECT LOCATION:	**Wichita Falls, TX**
Reference:	**Andritz 2.0m Belt Filter Press Refurbishment**

Mr. Burris,

We are pleased to submit the attached Proposal / Scope of Supply for the above referenced equipment.

Included in this proposal are photos showing samples of the condition of the Belt Filter Press for reference. Photos of all worn/damaged areas are not included.

ANDRITZ is a world leader in liquids/solids separation, and takes a great deal of pride in the experience, quality, performance, and customer satisfaction that we supply to our many clients. We trust that our quality, service and value will enable ANDRITZ to be the belt press refurbishment supplier of choice for this project.

Your consideration is appreciated.

Sincerely,

Todd Pratt
Area Sales Manager
ANDRITZ Separation Technologies, Inc.
Cell: (214) 886-4056
Email: todd.pratt@andritz.com

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Machine Nameplate

Belt Press Side Profile

Perforated Drum with Heavy Material Build up

Badly Damaged Roll Coating

Badly Damaged Bearing Coating

Confidential document. All rights reserved. No duplication or disclosure to third parties permitted without the written consent of ANDRITZ AG.

Gravity Zone with Old Style Plow/Chicanes

Misc. Disassembled Drive Parts and Missing Bull Gear

Damaged/Worn Tracking Paddle

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ANDRITZ Separation

ATTACHMENT

City of Wichita Falls, TX WWTP
Andritz Project #: 809880
Serial #: 10158
Andritz CPF 2.0M SMX-S8-NG4

Scope of Supply:

Refurbished Parts (From Existing Unit):

- Shower boxes and other stainless components will be cleaned and inspected.
- Shower pipes to be disassembled and have new nozzles, wire brush and seals installed. Shower boxes will have new seals installed.

New Parts:

The following items would be supplied during the refubishement.

- Complete set of new rollers and bearing assemblies supplied for entire Belt Filter Press. All rollers and bearing housings will be coated to OEM specifications.
- Side wall seals
- Splash guard seals
- Set of dewatering belts
- Distribution chute splash guard seal
- Plow chicanes
- Wear strips (gravity and wedge zone)
- Upper and lower shower box seals
- Shower bar nozzles
- Shower bar internal brush
- Shower bar seal kit
- Doctor blades (1 upper roll and 1 lower roll)
- Doctor blade tensioning Rosta's
- Belt tension bellows
- Support bushings for tension rods
- Belt tracking bellows
- Tracking control valves
- Tracking sensing arm and paddles

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA
Tel: +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Finland PLC
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

- Gearbox and bull gears
- New electrical switches and electrical wiring (2 limit switches, 2 e-stops) and wash water controls

Site Work:

- Press will be disassembled and then reassembled in Wichita Falls, TX
- ANDRITZ will supply transportation of rolls and components from our service center to the customer site.
- ANDRITZ to provide (2) service technicians to be onsite for 15 days. First trip, 5 days, to disassemble Existing BFP. Second trip, 10 days to reassemble and start up to check the electrical and pneumatic systems for proper operation.
- ANDRITZ will provide forklift.
- Additional time required due to delays outside of ANDRITZ control or request for additional work will be charged per the attatched service rate sheet.

Not in Scope:

- No work will be done to the pneumatic control panel.
- No work will be done to the electrical control panel.
- No work will be done to any grease lines.
- Nor work will be done to the Frame. After disassembly of machine onsite by Andritz, Customer is responsible to address any corrosion on frame, if needed, such as cold galvanizing or touch up paint.
- Stainless Steel tubing air line will be replaced with polypropylene tubing.
- Customer will be responsible to power washing and cleaning of the equipment prior to work.
- Customer will be responsible for disconnecting (and reconnection) of all utilites from the machine. Such as sludge, water, drains, compressed air and electrical service.
- Customer is responsible for disposal of any old parts not reused.
- Customer will be responsible for removal of walkways, grating and other interferences to provide access to the machine.

ANDRITZ Separation Inc.
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Arlington, TX 76001 USA

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Wire instructions:
Nordea Bank Finland PLC
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SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

ANDRITZ Separation

Terms and Conditions:

This proposal is based on the attached ANDRITZ Separation, Inc. "Standard Terms and Conditions of Sale".

Special Provisions:

- All prices quoted in US Dollars,
- Pricing quoted is FOB Jobsite.
- Pricing does not include any local, state or federal taxes, permits, duties or other fees. Any taxes or fees that may apply must be added to the quoted price and paid by the buyer.
- Bonding is not included.

Validity:

This proposal is valid for 30 days.

The quoted price in this proposal has been calculated based on the current market prices required to manufacture the quoted equipment and services pursuant to regulations, duties and law in effect as of the date of this proposal. The quoted price shall remain firm for a period of thirty (30) days, except and subject to the following. In the event that the introduction of new tariffs, levies, duties, regulations, or any type of legislation by a domestic or foreign government has the effect of increasing the price of the quoted equipment or services, Andritz reserves its right to adjust its quoted price in order to reflect these increases in cost. Nothing in this document, or in any of the applicable contractual documentation shall be construed as a waiver of this right.

Terms of Payment

ANDRITZ Separation agrees to the following payment terms (on a net 30 day basis):

- 30% of Order Value upon submittal of Approval Drawings
- 70% of Order Value upon Shipment

Delivery:

Equipment readiness for delivery is anticipated to be 14 - 18 weeks from receipt of Approved Purchase Order.

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

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Wire instructions:
Nordea Bank Finland PLC
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

ANDRITZ Separation

Pricing:

The price for refurbishing the existing belt filter press per above scope:

Price: $309,942 USD

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel: +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
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Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

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New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

TERMS AND CONDITIONS OF SALE AND/OR SERVICE

1. TERMS APPLICABLE

(a) These Terms and Conditions of Sale and/or Service are the only terms which govern the sale of the products, equipment, or parts and/or the provision of services ("Products" and "Services") pursuant to the quotation or acknowledgement of the Andritz entity supplying the same ("Seller") or Buyer's purchase order or other written document issued by Buyer. These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Buyer's authorization for Seller to commence work under the Agreement or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's acceptance of these Terms and Conditions of Sale and/or Service. The term "Agreement" as used herein means (1) these Terms and Conditions of Sale and/or Service, (2) Seller's quotation or acknowledgment together with any attachment thereto and any documents expressly incorporated by reference, and (3) Buyer's purchase order or other written document issued by Buyer, together with any attachment thereto and any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference). In the event of a conflict between any documents forming the Agreement, such documents shall be construed in the above-listed order of precedence.

(b) Prior to Buyer's acceptance of any Seller quotation in which these Terms and Conditions of Sale and/or Service are incorporated, in the event that the introduction of new tariffs, levies, duties, taxes, regulation, or any type of legislation by a domestic or foreign government has the effect of increasing the price of the quoted Products and/or Services, Seller reserves its right to adjust its quoted price in order to reflect these increases in cost. Nothing in this document, or any of the applicable contractual documentation shall be construed as a waiver of this right.

2. DELIVERY OR PERFORMANCE; RISK OF LOSS AND TITLE

(a) Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. If the parties have agreed to liquidated damages in this Agreement for Seller's delay in achieving certain milestones, (i) the parties acknowledge and agree that Buyer's damages for Seller's delay are difficult to predict with any certainty, and such liquidated damages are not a penalty but a reasonable estimate of Buyer's delay damages; (ii) such liquidated damages shall not exceed an aggregate value of five percent (5%) of the Agreement price and shall be Buyer's exclusive remedy for any delay by Seller in performing any of its obligations under this Agreement; and (iii) Buyer agrees Seller shall not be liable for liquidated damages if Seller's delay in achieving a milestone subject to liquidated damages has not delayed Buyer's ability to use the applicable Products, Software and/or Services.

(b) Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2020. If no delivery term is agreed elsewhere in the Agreement, delivery of the Products will be made FCA shipping point (INCOTERMS 2020). Title to the Products shall transfer to Buyer upon final payment therefor.

3. WARRANTY

(a) Product Warranty. Seller warrants to Buyer that the Products manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products and 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2020, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Services provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(d) The remedies provided in Paragraphs 3(a) and 3(b) are Buyer's exclusive remedy for breach of warranty.

(e) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

4. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products or Software, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the Agreement price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

5. CHANGES, DELETIONS AND EXTRA WORK.

Seller will not be required to make changes in the Products or Services unless Buyer and Seller have executed a written change order for such change. Any such change order will include an appropriate adjustment to the Agreement price and/or schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the change order will include appropriate modifications to this Agreement. Seller shall be entitled to a change order adjusting the Agreement price, schedule and/or any affected obligations of Seller if after the effective date of this Agreement (a) a change in applicable law, tariffs, levies, duties, taxes, regulations or ordinances or (b) any act or omission of Buyer or any other party for whom Buyer is responsible, or any error or change in Buyer-provided information should require a change in the Products or Services or cause an increase in the cost or change in the schedule to supply the Products or Services.

6. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products, Software or Services shall be billed to and paid

by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

7. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

8. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

9. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications or instructions and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing or modified by Buyer without the written consent of Seller, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a patent issued as of the effective date of this Agreement in the country in which the Product will be operated, and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the Agreement price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

10. SOFTWARE LICENSE, WARRANTY, FEES

If Buyer and Seller have not entered into a separate license agreement, the following Software Terms and Conditions apply to any embedded software produced by Seller and furnished by Seller hereunder:

(a) The Software, as described in the Agreement ("Software"), and all written materials or graphic files that are fixed in any tangible medium and that relate to and support the Software ("Documentation"), and all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, mask work rights, moral rights, contract rights, and other proprietary rights recognized by the laws of any country inherent therein, including all changes and improvements requested or suggested by Buyer in the support and maintenance of the Software are the exclusive property of Seller ("Seller's Intellectual Property Rights"). All rights in and to the Software not expressly granted to Buyer in the Agreement are reserved by Seller. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Seller's existing or future patents. Software will not include any upgrades, new versions, releases, enhancements, or updates to the Software, unless agreed to by Seller in writing and at its sole discretion. To the extent any upgrades, new versions, releases, enhancements, or updates to the Software are provided by Seller, the term "Software" shall be deemed to include such upgrades, new versions or releases, enhancements or updates. To the extent any ownership right arises in Buyer with respect to the above, Buyer hereby assigns all of its right, title, and interest in and to any intellectual property embodied in in the Seller's Intellectual Property Rights, including enforcement rights, to Seller without the payment of any additional consideration thereof either to Buyer, or its employees, agents, or customers and agrees to execute any documents Seller deems necessary to effect such assignment.

(b) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable, revocable license to install, run, and use the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the Documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the Documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller, or deleted from Buyer's computer systems, with written confirmation after termination.

(c) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation. In no event does Seller warrant that the Software is error free or that Buyer will be able to operate the Software without impairments or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Seller does not warrant that the Software or any equipment, system, or network on which the Software is used will be free of vulnerability to intrusion or attack.

(d) If within 12 months from the date of delivery of the Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the Agreement price or license fee paid.

(e) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by modifying the Software or replacing it with a functional equivalent (in which case, Buyer shall immediately stop use of the allegedly infringing Software), or (c) take back such Software and refund to Buyer all payments on the Agreement price that Seller has received. However, Seller's obligations under this Paragraph 10 shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party not approved in writing by Seller; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. **THE FOREGOING PROVISIONS OF THIS SECTION 10(e) STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF SELLER AND THE EXCLUSIVE REMEDY OF BUYER, WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF ANY PROPRIETARY RIGHTS UNDER SECTION 10, INCLUDING BUT NOT LIMITED TO PATENTS AND COPYRIGHTS, BY THE SOFTWARE OR ANY PART THEREOF.**

(f) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. **SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

(g) Buyer and its successors are limited to the remedies specified in this Paragraph 10.

(h) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

11. SITE RISKS

(a) Site Conditions. The parties acknowledge and agree that as to conditions at the project site, Seller is relying upon information provided by Buyer. If Seller becomes aware of any subsurface, concealed, or differing condition, environmental hazard or violation of any environmental law or regulation, Seller will immediately suspend performance of the work in the affected area and notify Buyer. Buyer acknowledges that it will assume the risk of any increased costs and changes to the schedule that may result from such conditions. If Buyer does not immediately remediate such conditions, Seller may either suspend performance of all work or terminate this Agreement.

(b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

12. TERMINATION

(a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.

(b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller, overhead, and an appropriate profit. In case of such termination, the licenses granted in Paragraphs 10 and 13 hereof shall terminate.

(c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

13. INTELLECTUAL PROPERTY; CONFIDENTIALITY

(a) All intellectual property embodied in the Products, Services and Software provided to Buyer is the property of Seller, and any intellectual property developed, at least in part, by Seller under this Agreement is and remains the sole and exclusive property of Seller. Further, Seller shall have the right to collect and use data generated by the Products, Software or Services supplied hereunder.

(b) Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof is Seller's confidential and proprietary information. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, non-transferrable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject of this Agreement only; provided, however, that Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products or any parts thereof, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph 13, or in case of Buyer's termination pursuant to Paragraph 12(b).

14. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

15. FORCE MAJEURE

(a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

(c) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, blockage, slowdown, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a change order containing an appropriate adjustment in the Agreement price and delivery schedule.

16. INDEMNIFICATION AND INSURANCE

(a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) Insurance. Seller shall maintain commercial general liability insurance with limits of $2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of $1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

17. EXPORT CONTROL AND ECONOMIC SANCTIONS COMPLIANCE

(a) Buyer recognizes that any Products and Software that are the subject of this Agreement and originate in the U.S. remain subject to U.S. export control and economic sanctions laws and regulations even after such Products are exported from the U.S. (if applicable), and even though such Products and Software have been purchased in and, if applicable, exported from Canada. Buyer certifies that such Products and Software will not be diverted, transshipped, re-exported, or otherwise transferred in contravention of any applicable export control and economic sanctions laws and regulations, nor will it allow the Products or Software to be incorporated into other products or used to make direct products thereof that are exported, re-exported, used, or transferred in violation of U.S. export control and economic sanctions laws and regulations. Buyer further affirms that such Products and Software will not be used, directly or indirectly, in any application involving missile technology, nuclear proliferation, or chemical and biological weapons proliferation. Without limiting the foregoing, Buyer will not, nor will it allow third parties to, export, re-export, or transfer any Products or Software to any person or entity that is the target of U.S. sanctions or is in Crimea, Cuba, Iran, North Korea, or Syria, or any other country or territory in violation of U.S. sanctions.

(b) Buyer shall be responsible for any breach of this provision by it, and its successors and permitted assigns, as well as its parents, affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers, or vendors ("Buyer Parties") and shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost, damages, and penalties arising out of or relating to any non-compliance with U.S. export control and economic sanctions laws and regulations by any Buyer Party.

(c) Buyer shall, upon request of Seller, promptly provide all information necessary for Seller to ensure compliance with U.S. export control and economic sanctions laws and regulations, including but not limited to information related to end-users, end-uses, and destination countries.

18. SPECIAL CONDITIONS FOR PRESSURE VESSELS

For installation, repair, or maintenance Services on existing pressure vessels, piping and equipment, the following shall apply:

(a) Unless otherwise agreed and stated in the Agreement, Buyer shall be responsible for: (i) physically disconnecting and isolating vessels and equipment being repaired from existing piping and electrical power before Seller or any of its subcontractors start the Services, and take adequate precautions that re-connection and resumption of use does not take place until the Services are completed, and (ii) emptying the vessels and piping and freeing them from any toxic or harmful substances before the Services begin so that the vessels and piping are safe for Services to begin. Buyer shall maintain the area entirely free of combustible, toxic and asphyxiant substances and provide fire protection service until the Services are completed;

(b) If the Services are on an existing vessel or existing piping, the Buyer is responsible for determining the prior condition of the portion of the vessel or piping not involved in the Services, and its ability to withstand the Services and any tests that may be necessary;

(c) Buyer shall also be responsible for evaluating the effects of prior use of the vessel or piping upon structural adequacy, and the suitability of the vessel or piping for the service intended when the Services are completed;

(d) Seller has no obligation to provide any inspections or tests, and Buyer takes full responsibility for all necessary inspections and tests, including but not limited to, selection of testing personnel, type, location, frequency, and severity of any inspections and tests and all test results at any stage of the Services;

(e) Upon request of Seller, Buyer shall provide Seller with the history of the vessel, a statement of the tests to be performed and a statement of the proposed use of the vessel after completion of the Services, and

(f) If repairs are required: (i) Buyer will provide an Authorized Inspector ("AI") who will determine the scope of the Services to be done; (ii) Seller will provide Buyer with a proposed Quality Control ("QC") package specifying the methods and procedures that Seller will follow in performing the Services specified by the Buyer; (iii) the proposed QC package is subject to approval by the Buyer, and such approval must be provided before Services commence; (iv) after approval of the QC package, the Services shall be done in accordance with the QC package. At the option of the AI, hold points may be established for inspection during the course of the Services; and (v) upon completion of the Services, the AI shall inspect the

Services and provide a signed acceptance that they have been completed in accordance with the QC package. Such acceptance by the AI shall establish completion of the Services.

19. GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products and/or Services and any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

(e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement, including, but not limited to, Paragraphs 4, 13, 17 and 19, shall survive and remain fully enforceable after any cancellation, completion or termination hereof.

(f)(i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia.

(ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick...

(g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules.

(ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

(i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Gina Mongardo Massey
Inside Sales Manager - NA
SEPARATION
p: 817-419-1790

Gina.Mongardo@andritz.com
Page: 1 (total 1)

October 6, 2023

City of Wichita Falls, TX
River Road WWTP
Attn: Mr. Harold Burris
1005 River Road
Wichita Falls, TX 76305
USA

SUBJECT: SOLE SOURCE SUPPLIER

Andritz Separation, Inc. is an original equipment manufacturer (OEM) of the liquid/solid separation equipment and hold the sole rights and ownership to the Andritz-Ruthner, Bird Machine, Netzsch, R & B and Humboldt product lines. We are the sole source for all replacement parts, accessories and service.

All manufacturing components are based on Andritz's proprietary drawings. Commercial items are based on Andritz engineered specifications, they hold the highest manufacturing tolerances and we strive to achieve and maintain the most optimized efficiency in all of our products.

Andritz Separation, Inc. is the exclusive supplier of these components and we do not operate with local distributor networks. We have multiple facilities throughout North America and regional Sales Engineers available to handle all of your service needs. Please feel free to contact Andritz Separation, Inc. directly or visit our website at www.usa.Andritz.com.

ENGINEERED SUCCESS

Gina Massey

Gina Massey

ANDRITZ SEPARATION INC
Inside Sales Manager – NA
SEPARATION

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CITY COUNCIL AGENDA
November 7, 2023

ITEM/SUBJECT: Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC/4A) by amending the budget to include an up to $75,000 performance agreement with Magic Aire, Inc. to assist in site improvements at the existing facility in Wichita Falls.

INITIATING DEPT: City Manager's Office

STRATEGIC GOAL: Accelerate Economic Growth

STRATEGIC OBJECTIVE: Encourage…Recruitment of High Value Businesses

COMMENTARY:
Pursuant to Texas Local Government Code §501.073(a) "The corporation's authorizing unit (i.e. City Council) will approve all programs and expenditures of a corporation and annually review any financial statements of the corporation."

Timeline

- October 19, 2023 – WFEDC Board hears and approves request from United Electric Magic Aire.
- **November 7, 2023** – City Council to consider ratifying WFEDC budget amendment to facilitate project.

Summary
Magic Aire is an independent manufacturer of heating, ventilation, and air conditioning (HVAC) components, fan coils, air handlers, and unit ventilators. Their local facility is at 501 Galveston in Wichita Falls. This item is to consider approval of an amendment to the WFEDC's (4A) budget to include an up to a $75,000 expenditure to facilitate a performance agreement with the company. This request will assist in the company's planned $212,411 improvements to its existing parking areas, which is also part of a larger and ongoing improvement project at the facility in excess of $560,000. The proposed agreement with the WFEDC would require the company to retain its existing 138 employees, and add at least one (1) full-time employee within the next six (6) months.

On October 19, the WFEDC considered and approved this item. The WFEDC's economic development staff at the Chamber of Commerce, as well as representatives from Magic Aire, will be at the City Council meeting to provide details on the project. The WFEDC's October 2023 Financial Report shows the corporation has approximately $11.0M in available funds to facilitate this project.

The WFEDC Board and City staff recommends approval of this resolution.

☒ **Assistant City Manager**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC/4A) by amending the budget to include an up to $75,000 performance agreement with Magic Aire, Inc. to assist in site improvements at the existing facility in Wichita Falls

WHEREAS, Texas Local Gov't. Code §501.073(a) provides "The corporation's authorizing unit will approve all programs and expenditures of a corporation and annually review any financial statements of the corporation"; and,

WHEREAS, on October 19, 2023, the WFEDC approved the Project listed below and as stated in its agenda.

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

1. The Wichita Falls Economic Development Corporation's approval and funding of the following programs and expenditures as described below and in said corporation's agenda, are approved:

Magic Aire 2023 Project:

- A total of up to $75,000 performance agreement with Magic Aire, Inc. to assist in site improvements at the existing facility in Wichita Falls

2. The current fiscal year budget of the WFEDC is amended to provide for the aforementioned expenditures and changes thereto.

PASSED AND APPROVED this the 7th day of November, 2023.

_____
M A Y O R

ATTEST:

_____
City Clerk

CITY COUNCIL AGENDA
November 7, 2023

ITEM/SUBJECT: Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC/4A) by amending the budget and the existing performance agreement with Panda Biotech for an additional amount not to exceed $200,000 related to the company's operation out of their existing facility on I-44.

INITIATING DEPT: City Manager's Office

STRATEGIC GOAL: Accelerate Economic Growth

STRATEGIC OBJECTIVE: Aggressively Pursue High-Value Businesses

COMMENTARY:

Timeline

- June 18, 2020 – WFEDC Board approves original $2.8M budget amendment and incentive agreement;
- July 7, 2020 – City Council ratifies budget amendment;
- January 26, 2021 – At the request of Panda Biotech, WFEDC Board considers and approves further modifications to incentive agreement;
- February 2, 2021 – City Council to approves modified agreement.
- February 8, 2021 - $1.0M loan provided to Panda Biotech from WFEDC.
- July 2021 – Panda Biotech purchases former Delphi facility on I-44.
- July 15, 2021 – At the request of Panda Biotech, WFEDC Board considers and approves an extension until December 31, 2021 for the repayment by Panda to the WFEDC of the previously approved and distributed $1.0M loan.
- August 3, 2021 – City Council approves extension to 12/31/2021.
- November 18, 2021 – At the request of Panda Biotech, WFEDC Board considers and approves an extension for the repayment by Panda to the WFEDC of the previously approved and distributed $1.0M loan.
- December 15, 2022 - At the request of Panda Biotech, WFEDC Board considers and approves an extension until December 2023 for the repayment by Panda to the WFEDC of the previously approved and distributed $1.0M loan.
- October 19, 2023 – WFEDC Board considers and approves an amended and restated agreement with company, in an amount not to exceed $3.0M.
- **November 7, 2023** – City Council to consider approving budget amendment reflective of a $200,000 increase to facilitate the newly restated agreement.

Summary

The *existing* performance agreement approved by the WFEDC and City Council in 2020,

along with subsequently approved amendments/extensions, represents an up to $2.8M commitment as follows:

- $1.0M loan, subject to paying the loan back to the WFEDC upon either (1) receipt by Panda of the proceeds of their requested Texas Economic Development Bonds, or (2) December 2023, whichever comes first; and
- A total incentive for job creation and employee relocation of $1,650,000, subject to (1) execution of a payment in lieu of taxes agreement (PILOT) with the City, and (2) payback to the City of the $1.0M loan; and
- An up to $150,000 reimbursement for rail spur improvements.

Collateral for the $1.0M WFEDC loan is in place and includes Panda-owned equipment purchased for use at the Wichita Falls facility. Panda is current on the repayment back to the WFEDC of the $1.0M loan, and should have such completed by the December 2023 deadline. Other than the mentioned loan, none of the other performance incentives have been paid to the company, nor have thresholds been met by company to realize such.

The crux of the proposed amended agreement is to:

- Increase the amount reimbursed to the company for the rail spur improvements by $200,000 from $150,000 to $350,000,
- Add the $1.0M that was previously committed to the loan to the existing incentive for job creation and employee relocation for a total amount not to exceed $2.65M,
- Extend the deadline to realize the job creation incentives until August 6, 2026, and
- Company dedicates to the WFEDC a rail spur easement to aid in the potential development of adjacent properties.

Additionally, the PILOT requirement in advance of any job creation incentives remains. As such, the total amount of the performance incentives increases by $200,000 from $2.8M to $3.0M.

The WFEDC Board considered and approved this item at its meeting October 19, 2023. Economic Development staff from the Chamber of Commerce, as well as representatives from Panda Biotech, will be in attendance at the meeting to present the request and answer any questions.

Staff and the WFEDC Board recommend approval of this resolution.

☒ **Assistant City Manager**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC/4A) by amending the budget and the existing performance agreement with Panda Biotech for an additional amount not to exceed $200,000 related to the company's operation out of their existing facility on I-44.

WHEREAS, Texas Local Gov't. Code §501.073(a) provides "The corporation's authorizing unit will approve all programs and expenditures of a corporation and annually review any financial statements of the corporation"; and,

WHEREAS, on October 19, 2023, the WFEDC approved the Project listed below and as stated in its agenda.

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

1. The Wichita Falls Economic Development Corporation's approval and funding of the following programs and expenditures as described below and in said corporation's agenda, are approved:

Panda Biotech Project:

- Amendment to the budget for an additional amount not to exceed $200,000 and extending the existing performance agreement with Panda Biotech until August 6, 2026, all related to the company's operation out of their existing facility on I-44.

PASSED AND APPROVED this the 7th day of November, 2023.

_____
M A Y O R

ATTEST:

_____
City Clerk