

City of Wichita Falls City Council Agenda



Tim Short, Mayor
Bobby Whiteley, Mayor Pro Tem/At Large
Michael Smith, District 1
Larry Nelson, District 2
Jeff Browning, District 3
Mike Battaglino, District 4
Tom Taylor, District 5

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



Notice Of Regular Meeting Of The Mayor And City Council Of The City Of Wichita Falls, Texas, To Be Held In The City Council Chambers, Memorial Auditorium, 1300 Seventh Street, Tuesday, December 5, 2023, Beginning At 8:30 A.M.

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

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

Item #

1. Call to Order
2. (a) Invocation: Pastor Tim Puckett
Heritage Church

(b) Pledge of Allegiance
3. Presentations

(a) Employee of the Month – Leticia Aquallo, Information Technology

(b) Recognition of Foreign Exchange Students – Dave Clark
4. 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.

CONSENT AGENDA

5. Approval of minutes of the November 21, 2023 Regular Meeting of the Mayor and City Council.
6. Receive Minutes
 - (a) Board of Adjustment, September 20, 2023
 - (b) Landmark Commission, September 26, 2023

REGULAR AGENDA

7. Public Hearing & Resolutions
 - (a) Resolution casting votes for individuals nominated for the Wichita Appraisal District Board of Directors
 - (b) Resolution authorizing the purchase of replacement $\frac{3}{4}$ inch through 6-inch water meters and associated parts for the Water Distribution Division, from Thirkettle Corporation dba Aqua-Metric Sales Company, in the amount of \$141,520.84
 - (c) Resolution authorizing the award of a sole-source purchase of 9 Lift Station Pumps for the wastewater collections system and 3 Return Activated Sludge Pumps for the Northside Wastewater Treatment Plant from Xylem Water Solutions U.S.A., Inc., in the amount of \$170,554.50
 - (d) Resolution authorizing the purchase of Axon Enterprise's package bundle consisting of 105 In-Car video systems, 4 Interview room recording systems, unlimited cloud storage, and 120 body-worn cameras with license, warranties, and accessories through the Buyboard Purchasing Cooperative from Axon Enterprises totaling \$2,854,406.55
 - (e) Resolution authorizing the first-year purchase of one hundred twenty (120) Axon body-worn cameras and related accessories and warranties through the Buyboard Purchasing Cooperative from Axon Enterprises in the amount of \$200,446.20
 - (f) Resolution authorizing the City Manager to execute all documents necessary to purchase the CASE TV370B Compact Track Loader from Associated Supply Company, Inc. dba ASCO Equipment in the amount of \$75,000.
 - (g) Resolution authorizing the purchase of thirteen $\frac{3}{4}$ -ton pickups for various City Divisions through the BuyBoard Purchasing Cooperative from Sam Pack's Five Star Ford, Ltd. in the amount of \$542,455.44

- (h) Resolution authorizing the purchase of two 1.5-ton trucks with 3-yard dump beds for the Parks Maintenance and Recreation Divisions through the BuyBoard Purchasing Cooperative from Sam Pack's Five Star Ford, Ltd. in the amount of \$178,399.40
- (i) Resolution authorizing the purchase of two (2) 35-foot low floor diesel buses off the State of Washington Contract to Gillig LLC in the amount of \$1,191,410.00
- (j) Resolution authorizing the City Manager to enter into an interlocal agreement with the South Central Planning and Development Commission for software services for the Building Inspections Division
- (k) Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC/4A) by amending the budget to include an expenditure up to \$20,625 to support a performance agreement with Senderoo, LLC to assist in building improvements at 4385 Seymour Highway in Wichita Falls
- (l) Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC/4A) by amending the budget to include an expenditure up to \$1,175,000 to support a performance agreement with Westlake Chemical related to the proposed expansion of their current facility in Wichita Falls
- (m) Conduct a public hearing and consider a resolution declaring the City of Wichita Falls' eligibility and intention to participate in the Texas Tax Abatement Program to promote development and redevelopment and adopt guidelines and criteria for tax abatement in the City of Wichita Falls
 - i. Public Hearing
 - ii. Take Action
- (n) Resolution approving the programs and expenditures of the Wichita Falls Type B Sales Tax Corporation Board of Directors and amending the budget to include funding up to \$760,688 to the City of Wichita Falls for the required 20% local match plus related ancillary costs to support a TxDOT grant to construct the section of the Circle Trail along the Wichita River between Camp Fire and Lucy Park
- (o) Resolution authorizing the City Manager to renew non-annexation agreements with Vitro Flat Glass, Pratt & Whitney, Nustar Logistics, Valero Energy, Plains Pipeline, and Howmet Aerospace, guaranteeing each immunity from annexation for a certain term

8. Other Council Matters

- (a) Staff Reports
 - Update on Airport Hangar Fees and Miscellaneous Rates – John Burrus

(b) Mayoral-initiated item to discuss possible modification of *Wichita Falls Ordinance, Section 2-31 Designated Meetings, and Section 2-60 Regular Meetings*, regarding location and time.

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

9. Executive Sessions

(a) Executive session in accordance with Texas Government Code §551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, dismissal of a public officer or employee (including, but not limited to the appointment to the Wichita Appraisal District Board of Directors).

(b) Executive Session in accordance with Texas Government Code § 551.087, to discuss or deliberate the offer of a financial or other incentive to a business prospect that the City Council seeks to have, locate, stay, or expand in or near the territory of the City of Wichita Falls and with which the City and/or economic development corporations created by the City are conducting economic development negotiations (including, but not limited to Westlake Chemical and Senderoo, LLC).

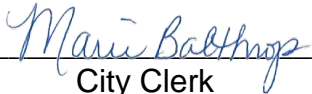
10. Adjourn

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 29th day of November, 2023 at 4:30 o'clock p.m.



City Clerk

**CITY COUNCIL AGENDA
December 5, 2023**

ITEM/SUBJECT: December Employee of the Month.

INITIATING DEPT: Human Resources

NAME: Leticia Aquallo

DEPARTMENT: Information Technology

HIRE DATE: 11/28/2011

PRESENT POSITION: Systems Application Analyst

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
November 21, 2023



Item 1 - Call to Order

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

Tim Short	-	Mayor
Bobby Whiteley	-	Mayor Pro Tem/ At-Large
Mike Battaglino	-	Councilors
Jeff Browning	-	
Larry Nelson	-	
Michael Smith	-	
Tom Taylor	-	
Darron Leiker	-	City Manager
Kinley Heggland	-	City Attorney
Marie Balthrop	-	City Clerk

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

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Item 2a – Invocation

Reverend Reggie Coe, gave the invocation.

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Item 2b – Pledge of Allegiance

Mayor Short led the Pledge of Allegiance.

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Item 3-4 – 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 Short, Councilors Battaglini, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 3 – Approval of Minutes of the November 7, 2023, Regular Meeting and November 14, 2023 Special Meeting of the Mayor and City Council

Item 4 – Receive Minutes

MPO Transportation Policy Committee, July 25, 2023

Animal Services Advisory Committee, July 28, 2023

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Item 5a – Resolution 134-2023

8:34 a.m.

Resolution authorizing the Mayor to submit a request letter to the U.S. Army Corps of Engineers for the City of Wichita Falls to pursue the Section 1135 Continuing Authorities Program.

Moved by Councilor Browning to approve Resolution 134-2023.

Motion seconded by Councilor Nelson.

Steve Garner, 2806 S. Shepherds Gln, stated that this project has been ongoing for years, and the Lake Wichita Revitalization Committee has received great support from the City Council and staff. He is excited about this opportunity to deepen the lake to make it a real recreation destination. Mr. Garner thanked everyone that has been part of the process, and asked for Council's vote to move forward, as this project can turn Lake Wichita into a place of excitement and joy for our community.

Austin Cobb, 3603 Cedar Elm, stated that this is a very exciting day for the Lake Wichita Revitalization Committee, as they have worked hard to fund this project. He discussed

the challenges with funding, and the importance of this grant, and he asked for the Council's vote for this project as Lake Wichita has great potential.

Motion carried by the following vote:

Ayes: Mayor Short, Councilors Battaglini, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 5b – Resolution 135-2023

8:41 a.m.

Resolution authorizing the City Manager to execute all documents necessary to purchase the 175 Solarmax LED Ballfield Lights from Solarmax LED, INC. to replace aging lights at the youth baseball fields located at Kiwanis and Lake Wichita Parks in the amount of \$83,125

Moved by Councilor Browning to approve Resolution 135-2023.

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

Ayes: Mayor Short, Councilors Battaglini, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 5c – Resolution 136-2023

8:44 a.m.

Resolution authorizing the purchase of a dual shaft tire shredder from Recycling Equipment Inc. (REI) in the amount of \$345,562.00.

Moved by Councilor Nelson to approve Resolution 136-2023.

Motion seconded by Councilor Browning.

David Gray, 1050 Jan Lee Drive, Burkburnett, noticed a number was redacted on the bid in the agenda, and Mr. Schreiber stated the bid was received that way from the vendor.

Annie Jackson, 1027 Crescent Dr., asked if it was possible to invest in machinery that could reduce the tires further for reuse. Mr. Schreiber stated he would have to look into

but there are processing facilities that process large numbers of tires. Mr. Schreiber stated the City's challenge and duty is to dispose of solid waste, and he would have to see if processing tires to this extent would even be profitable for the City since it is very equipment and labor intensive.

Motion carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 5d – Resolution 137-2023

8:51 a.m.

Resolution authorizing the purchase of the ASIM Advanced (Active Shooter Incident Management) Course through the sole source vendor from C3 Pathways, Inc. in the amount of \$61,759.00.

Moved by Councilor Browning to approve Resolution 137-2023.

Motion seconded by Councilor Smith.

David Gray, 1050 Jan Lee Drive, Burkburnett, stated that the grant is more than the cost and he was curious what happened with the difference. Chief Borrego stated that if it is not spent, it typically excess funds will go back to the state.

Chief Borrego stated this is an advanced course for sixty people and will include a variety of police, fire, and emergency management services employees.

Councilor Whiteley asked if these funds can also be used throughout the year for citizens academy or other groups. Chief Borrego stated that the Community Relations Unit offers a Citizens Response to Active Shooter Incidents course through the Citizen's Academy and a community outreach program.

Motion carried by the following vote:

Ayes: Mayor Short, Councilors Battaglino, Browning, Nelson, Smith, Taylor, and Whiteley.

Nays: None

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Item 6 – Other Council Matters

8:58 a.m.

Councilor Taylor thanked citizens for their participation in the recent election, for exercising their democratic right, and thanked those that voted for him. He looks forward to the next three years working with the Council to see what they can do to help improve the City.

Councilor Whiteley looks forward to working with the new Council over the next year, and he thanked Reggie Coe for his kind words. We open each meeting with a prayer from someone in the community and we need the support and positive words. Happy Holidays to everyone.

Councilor Browning encouraged everyone to be careful traveling over the holiday and he wished everyone a Happy Thanksgiving.

Councilor Battaglini encouraged everyone during the Thanksgiving holiday to take the opportunity Thursday to not only think about the things we have to be thankful, but to share those things with others by connecting with someone you haven't talked to in a while as it might brighten their day. He wished everyone a Happy Thanksgiving.

Councilor Nelson stated he is looking forward to working with the new council. He stated that Donna Piper is retiring after serving around 24 years, and Paris Ward will be taking her place. He enjoyed the Fish Fry last week and there was a good turnout. Councilor Nelson thanked everyone for attending.

Councilor Smith hopes everyone has a great Thanksgiving and he encouraged everyone to be careful if they are traveling. He has received calls regarding fiber optic line laying, and he received a call recently about installers being on private property breaking privacy fences, and not fixing what they dig up. One individual had recently totally redone his yard, and they tore it up. Russell Schreiber, Director of Public Works, stated that citizens can call Engineering department and they can assist with getting them in contact with the contractor. He suggested putting information out on social media, or television. Mr. Leiker stated that the first notice that contractors will be in your yard is the flags, and he discussed how the state took away our ability to franchise and set rules since telecommunications is regulated by the state. They should not be on private property and to our knowledge contractors have been good about making repairs, but he noted that the utility easement is between the curb and the sidewalk. Councilor Smith suggested citizens contact state legislatures since this has been caused by the state.

Mayor Short thanked everyone for their grace and mercy while new members figure things out. He truly believes this is the city that faith built, and he believes that faith continues today with the people that live here, that are stationed here, those that work here, and who love it here. He encouraged everyone as they count their blessings this

week to be kind, and be intentional. He is most thankful for his wife and family and he looks forward to spending more time with them. Mayor Short thanked everyone and asked that God bless our city.

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Item 7 – Comments

9:08 a.m.

Annie Jackson, 1027 Crescent Lane, stated that she wanted to address a campaign promise made over the past ten months, and asked about night city council meetings as promised during the campaign. Mrs. Jackson said the citizens are eagerly awaiting to see the agenda reflect the council having evening meetings, and they intend to hold candidates to their campaign promises.

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Item 8 – Executive Sessions

City Council adjourned into Executive Session at 9:10 a.m. in accordance with Texas Government Code §551.071, §551.072 and §551.087.

City Council reconvened at 11:24 a.m.

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

Item 9 –Adjourn

Mayor Short adjourned the meeting at 11:24 a.m.

PASSED AND APPROVED this 5th day of December 2023.

Tim Short, Mayor

ATTEST:

Marie Balthrop, TRMC, MMC
City Clerk

CITY COUNCIL MINUTES
November 21, 2023
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MINUTES
BOARD OF ADJUSTMENT

September 20, 2023

PRESENT:

Brady Enlow
Jose Garcia
Kerry Maroney
Mark McBurnett
Tom Taylor
Tyson Traw, Chairperson
David Waddell
Councilor Michael Smith

◆ Alternate #2
◆ Alternate #1
◆ Member
◆ SAFB Ex-Officio
◆ Member
◆ Chairperson
◆ Member
◆ Liaison

James McKechnie, Deputy City Attorney
Terry Floyd, Development Services Director
Fabian Medellin, ACIP Planning Manager
Christal Cates, Development Services Assist.

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

ABSENT:

Rick Hernandez
Steven Young

◆ Alternate #4
◆ Member

I. CALL TO ORDER

Chairperson Tyson Traw called the meeting to order at 1:30 p.m. *(Members where sworn in before start of meeting)*

II. ROLL CALL

Chairman Traw introduced the board of adjustment members.

III. MINUTES

Mr. Jose Garcia made a motion to approve the minutes from the March 18, 2020, Zoning Board of Adjustment meeting (ZBOA). Mr. David Waddell seconded. The vote carried unanimously 5-0.

IV. REGULAR AGENDA

Case 23-01 1801 Britain Street

Request to allow a reduction in the required lot width minimum in a Single Family-2 (SF-2) zoning district.

Mr. Fabian Medellin presented the case and stated staff had been working with the applicant, Corlett, Probst & Boyd, along with the owner of the property, Habitat for Humanity of Wichita Falls, on the division of the property from one lot, into two lots. The owner recently purchased the property, assuming it was a double residential lot that had been combined by a previous owner and could be divided back into two residential lots. The owner contracted Corlett, Probst & Boyd to replat the properties, who then reached out to City staff regarding the property having only 90ft. of frontage.

The subject property is located at 1801 Britain Street, on the southwest corner of Avenue H and Britain Street and one block to the east of Wichita Falls High School. Mr. Medellin stated the original Jackson and Roberts plat that divided the land and dedicated the streets was done in 1913. When that was done, 270ft. of frontage, between Avenue H to Avenue I consisted of 5 lots, centered on a 60ft. lot and going outwards, reducing the lot sizes to 55ft., then 50ft. When homes were constructed 12 years later, the original lot lines that were subdivided were not followed. Instead of five homes constructed, one per lot, there were 6 homes built. The lots legally by deed are still referred to as their original division; however, it is not a complete lot, only portions of their original division. Mr. Medellin showed the board an aerial view of the properties, stating they were divided into 45ft. width lots when construction began, which matched the lots directly across the street in the M. D. Walker subdivision whose lots were originally divided into 45ft. width lots.

Subject property photos show the characteristics of the neighborhood and other lots platted similarly to the subject property. Mr. Medellin stated the subdivision regulations dictate the division of land; however, it refers to the zoning ordinance for specific guidelines. Mr. Medellin advised the zoning ordinance allows for variations of lot sizes between districts and uses and noted the standard widths are 50' for the majority of the city's zoning districts.

Mr. Medellin stated staff notified 28 property owners within the 200ft. notification area and also posted a sign at the subject property. A total of three responses were received, two in favor of this petition and one against.

Mr. Medellin advised the variance was presented in two phases, the first being the review of the qualifying criteria. By ordinance, the petition must meet certain criteria to be considered in phase II. The questions asked and responses are listed below.

1. State special conditions or circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other land, structures, or building in the same district.

Applicants statement: Land was previously two lots. It was platted into one lot in 2020 by the previous owner.

Mr. Medellin stated staff agreed that special conditions and circumstances exist at this property within the district. Prior to the lot re-platting, each lot was 45' wide and below the current lot width requirement of 50'.

2. Demonstrate that the special conditions and circumstances do not result from the actions of the applicant.

Applicants statement: Previous owner re-platted property into one lot.

Staff had verified that the conditions and circumstances surrounding this request for a variance are not the result of the applicant's actions. The development of the residences conflicting with the original lot layout has created special conditions where properties are crossing original lot lines and are below their intended lot widths.

3. State how a literal interpretation of the provisions of this Ordinance would deprive the applicant of a right commonly enjoyed by other properties in the same district under the terms of this Ordinance.

Applicants statement: Property is currently too large for a typical residential development.

Mr. Medellin advised a literal interpretation of the provisions of the Ordinance would have not allowed the current neighborhood configuration, and it's the owner's intent to return it to such. The width available would only allow for a single lot. If the new lot were created with a minimum of 50', the result would be a remainder 40' lot, by ordinance, the City could not provide services to or allow a permit for construction on the "illegal" lot.

4. State how granting the variance would be in harmony with the objectives of the Ordinance and would not confer upon the applicant any special privilege, which is denied by the Ordinance to other lands, structures, or buildings in the same district.

Applicant's statement: Proposed lot division matches how the property was originally platted and matches the lot sizes in the neighborhood.

Mr. Medellin stated the variance would only grant privileges currently exercised by the surrounding properties with the allowed continuation of lots under the required width. The subdivisions and zoning ordinance intents will be preserved by continuing the orderly development within an original neighborhood of Wichita Falls

Chairman Traw asked if there were any comments from the public. With no comments, Mr. Traw asked if the owner or applicant would like to make a statement. Mr. Will Goodner, the acting representative for the property owner, Habitat for Humanity of Wichita Falls, stated they needed the land divided to be able to serve more citizens in the community. By approving the division of land would be providing homes to two additional families in Wichita Falls.

Mr. David Waddell made a motion to approve the qualifying criteria. Mr. Tom Taylor seconded the motion which passed unanimously with a vote of 5-0.

The 2nd phase of this variance is the evaluation criteria that is reviewed by staff listed below:

1. The granting of the variance will not be contrary to the public interest.
2. Special conditions exist, other than financial hardship alone, whereby a literal enforcement of the terms of the Ordinance will result in unnecessary hardship to the owner of the land.
3. The variance will not permit an activity upon the land, which is not allowed by the terms of the Zoning Ordinance.
4. The granting of the variance:
 - Is consistent with the intent of this Ordinance;
 - Is in harmony therewith; and
 - Will not be injurious to the neighborhood or detrimental to the public welfare.

Mr. Medellin stated rather than split the lot into two 45ft. lots, staff wanted to limit the number of variations. The corner lot which would be known as lot 9B, has a side building limit line of 15ft., and with having a 45ft. frontage, it would considerably reduce the building envelope. However, by giving lot 9B a 50ft. frontage and lot 9C 40ft. frontage, it gives the two lots similar building envelopes for development.

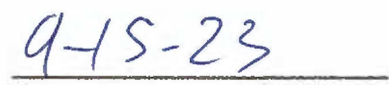
Chairman Traw asked if the frontage lot proposals were decided by staff or the applicant. Mr. Medellin stated the applicant originally presented the frontage breakdown for staff, and upon evaluating the subject property, agreed that was the best path to present to the Board. Mr. Brady Enlow asked, if the Board approved this petition, if it would set a precedence for other future cases. Mr. James McKechnie stated it would not as every case presented to the Board is different and decisions are made on a case-by-case basis. Chairman Traw stated he could see the proposal was in harmony with the neighborhood.

With no further questions or comments from the public or the Board, Mr. Kerry Maroney made a motion to approve the variance as presented. Mr. Jose Garcia seconded the motion which passed unanimously with a vote of 5-0.

V. ADJOURN

Chairman Traw adjourned the Board at 1:56 p.m.



Tyson Traw, *Chairman*

Date

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

Terry Floyd, *Director of Development Services*

11-15-23

Date

LANDMARK COMMISSION MINUTES

September 26, 2023

MEMBERS PRESENT:

Michele Derr
John Dickinson
Christy Graham
Joel Hartmangruber
Andy Lee
Marcela Medellin
Janel Ponder Smith
Tim Brewer

■ Chairwoman
■ Member
■ Member
■ Member
■ Member
■ Member
■ Member
■ Council Liaison

Monica Aguon, Assistant City Attorney
Terry Floyd, Development Services Director
Fabian Medellin, Planning Manager
Christal Cates, Administrative Assistant

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

ABSENT:

Noros Martin
Nadine McKown
Karen Montgomery-Gagné, Principal Planner/HPO

■ P&Z Liaison
■ Vice-Chairwoman
■ City Staff

GUESTS:

Kim Tigrett, WFHHD President
Beth Combs, Owner/Applicant
Whitni Simmons, Owner/Applicant
Bill Andersen, Owner/Applicant
Jennifer York, Owner/Applicant

■ 1301 Grant St.
■ 1515 Hayes
■ 1501 Tilden
■ 4403 Post Oak
■ 2812 10th Street

I. Call to Order, Introductions and Welcome

Chairwoman Michele Derr called the meeting to order at 12:00 p.m. Ms. Derr had Commission members, staff and guests, introduce themselves.

II. Review & Approval of Minutes from: August 22nd, 2023

Chairwoman Derr called for review and approval of the August 22, 2023 Landmark Commission meeting minutes. Ms. Janel Ponder-Smith made a motion to approve the minutes, Mr. Joel Hartmangruber seconded the motion. Minutes were unanimously approved 7-0.

Regular Agenda

III. Action Item: Design Review – 600 6th Street – Jones Building (*Depot Square District*) Request to Rehabilitate Ohio Facade:

- Logo Signage on West Facade

Mr. Fabian Medellin, Planning Manager, presented the case and stated the request before the Commission today was for a new sign for 6th Street Winery. The subject property is located at 600 6th Street, at the corner of Ohio Avenue and 6th Street. Mr. Medellin stated the commercial building was a contributing structure built circa 1909. Inventory photos were displayed from 1999 to 2013 and show the structure virtually unchanged. However, photos from 2019 show considerable change due to a prior design review project approved by the Landmark Commission to create the Sixth Street Winery with an outdoor patio area with fencing and sidewalk ramp. Other photos show the 6th Street and alley facades where the signage is proposed to be placed on the west façade showing visibility from Indiana Avenue, 6th Street and the alley.

The owner and applicant, Mr. Bill Andersen, had proposed two options for the signage. The first option is also the owner's preferred design and placement on the west façade with a 3.5ft x 6ft. channel lit logo sign. The second option for consideration on the west façade is a flat, 4ft. x 16ft. sign with two barn-light style lamps added above the sign for night illumination with the same visibility from Indiana Avenue and 6th Street.

Mr. Medellin stated the proposal required a design review approval from the Commission due to a change to the façade with the addition of signage. The Design Guidelines state *"Signage includes not only signs attached to individual buildings, but also street signs, traffic signs, and informational signs. Historically, signs may have been painted on masonry walls or on glass storefronts. Signs also were printed on metal plates that are mounted on concrete or metal posts."* Mr. Medellin stated local historic district guidelines for signage state the following must be adhered to:

- a. Design new signs so that they reflect the materials and architectural character of the associated landmark or historic district.
- b. Attach new signs in a manner that does not damage the original exterior wall material. For masonry walls, all attachments shall anchor into the mortar rather than the masonry unit.
- c. New signs shall be confined to building facades that front a street, side alley or rear alley or provide a principal entrance. There shall be only one sign on each façade, unless multiple signs were present historically.
- d. New identification signs are limited to two signs per business and shall fit within the existing features of the façade, except for symbolic signs of limited size, which may be projecting. Historic identification signs shall remain intact.
- e. If new signs are lighted, only indirect lighting shall be permitted with the most inconspicuous light source possible. Historic sign lighting shall remain intact.

Mr. Medellin advised local guidelines stated for new construction would need to respect adjacent properties and conform to zoning and building codes as well as the design guidelines which stated for design and style the building forms and architectural styles that historically were present within the district may serve as a model for new construction and that contemporary design and style would be appropriate for new

construction in the historic district if the building respects the scale, massing proportions, patterns, and materials prevalent among contributing buildings within the district.

Mr. Medellin stated Davis Signs would be the contractor for both proposed signs, and both would be illuminated with barn lighting. Mr. Medellin advised the Commission, staff recommends the proposed option #1; placement of a new, 3.5ft. x 6ft. channel lit logo sign with no additional lighting to be placed on the west façade. Any attachment of the sign shall be through the grout and not pierce through the bricks.

Chairwoman Derr asked if the applicant, whom was present, wished to give a presentation. The applicant stated staff had presented the case well and had nothing to add, however, Mr. Andersen was willing to answer any questions that the Commission might have. There were no comments from the public. Ms. Marcela Medellin asked if the Commission were to approve the proposal if it would create a precedence for illuminated signs in the alley. Mr. Medellin stated it would not. Chairwoman Derr stated the Speak Easy had an illuminated sign. Ms. Medellin asked if the proposed signage would meet city ordinances. Mr. Medellin stated it would as there was specific requirements for wall signs. Mr. Lee stated the sign would help to better identify the structure from a well trafficked Indiana Avenue and help with the overall darkness of downtown. Ms. Ponder-Smith had questions over the option numbering compared to what was listed in order on the application.

Ms. Ponder-Smith made a motion to approve option number 1; placement of a new, 3.5ft. x 6ft. channel lit logo sign with no additional lighting to be placed on the west façade. Any attachment of the sign shall be through the grout and not pierce through the bricks. Mr. Lee seconded the motion which passed unanimously with a vote of 7-0.

IV. Action Item: Design Review – 1515 Hayes Street (West Floral Heights Historic District) Request for 21 Solar Panel Installation:

- Option 1: Residence – Main Structure:
 - Install 16 Panels on the South Slope (Facing Avenue F)
 - Install 5 Panels on the East Slope (Facing Alley)
- Option 2: Accessory Structure:
 - Install 14 Panels on the South Slope (Facing Avenue F)
 - Install 7 Panels on the North Slope (Facing Alley)

Mr. Terry Floyd, Director of Development Services, presented the case and stated the proposal to install solar panels had two options for placement at the subject property on 1515 Hayes Street, located on the northeast corner of Hayes Street and Avenue F in the West Floral Heights Historic District.

The home was built circa 1924 in the craftsman style and is a contributing structure in the neighborhood. Mr. Floyd stated some of the key features of the home were; low-pitched, cross gabled roof with wide, overhanging eaves and decorative beams. Partial-width porch sheltered beneath cross gable and supported by slender, square columns.

A one-story; asymmetrical façade with double-hung, sash windows (6 over 6 and 4 over 4).

Mr. Floyd gave a brief time line of various alterations, starting with the composition roof being replaced with metal sometime between 2004 to 2013. Porch railings were also added sometime between 2013 and 2019. Inventory photos displayed showed newer alterations added sometime between April 2019 to August 2023. A new fence/gate installed in the side-yard (double lot) that is visible from Hayes along with a new shed/pet kennel (no permits) and various patio/gazebo elements.

Mr. Floyd showed recent photos from 2023 while pointing out where solar panels would be located for both options and their visibility from the right-of-way. The proposal had two options for placement of the solar panels. The first option involved 21 solar panels placed on the primary residential structure, 16 panels on the south slope that would face Avenue F and 5 panels on the east slope that would face the alley. The second option would be to have 21 solar panels placed on the accessory structure that is a detached garage, with 14 panels on the south slope, facing Avenue F and 7 panels on the north slope that would face the alley.

Mr. Floyd noted in the front view from Hayes Street, looking at the subject property, that solar panels from 1508 Tilden's rear garage were visible and also visible from alley behind and between 1511 & 1515 Hayes Street. Mr. Floyd stated 21 solar panels on the primary structure would be highly visible, however, if placed on the rear accessory garage, the visibility would be limited from Avenue F and the alley, thus reducing the impact to the historic architectural character of the district.

Fastrac Energy Services, LLC would be the contractor for the proposed solar panels and submitted solar component drawings that show the same amount of power could be obtained no matter what structure the panels were installed on. Mr. Floyd stated that the residential structure configuration would set a precedent in the historic district with solar panels proposed on the main structure roof slope directly facing the street and intersection. In addition, the placement would have visibility from the rear alley. Option 2 for the placement of the panels on the accessory structure would have the least visibility and impact to the property, block and district with the same number of panels proposed for the rear garage.

The City's Design Review Guidelines state a design review application will be required for residential construction that has changes to the appurtenances, affect the architectural style and/or additions to or removal of elements from an existing structure which may alter the size, height, square footage, contour, outline or rhythm of the structure. Furthermore, Mr. Floyd advised the guidelines state for mechanical equipment that whenever possible, locate solar panels so that they are not visible from the street. Appropriate locations may include the back of the roof, the ground, or the roof of an outbuilding.

Mr. Floyd stated staff recommended the approval of option #2, install 21 solar panels placed on the detached accessory structure that is a garage, with 14 panels on the

south slope, facing Avenue F and 7 panels on the north slope that would face the alley. Ms. Derr asked if the applicant was present and wished to give a presentation. Ms. Beth Combs was present and had nothing to present. There were no comments from the public. Ms. Medellin stated she believed option #2, that staff was recommending was the best option. Mr. Hartmangruber made a motion to approve the installation of 21 solar panels to be placed on the accessory structure that is the garage. Fourteen panels on the south slope, facing Avenue F and 7 panels on the north slope that would face the alley. Ms. Ponder-Smith seconded the motion which passed unanimously with a vote of 7-0.

V. Action Item: Design Review – 2812 10th Street (*West Floral Heights Historic District*)
Request for New Roof/Decking Materials for a Rear Accessory Structure:

- New decking, replace rolled asphalt roofing with 3-tab asphalt shingles and repair wood trim.

Mr. Medellin presented the proposal to replace the roof and decking materials, to replace the rolled asphalt roofing with 3-tab asphalt shingles and to repair the wood trim of an accessory structure located in the rear of the subject property.

Mr. Medellin stated the subject property, located at the corner of 10th Street and Tilden Street was built circa 1909 in the Prairie, or American Foursquare style, was a contributing structure in the West Floral Heights Historic District. Some of the key features of the home are the low-pitched, hipped roof with widely overhanging eaves enclosed with decorative paired cornice line brackets. It is two stories, with one story, having a hipped roof porch/open porch with side wings and porte-cochere. There are key Greek designs on the fascia (primary & accessory buildings) and double-hung, sash windows with vertical emphasis upper sash 3 over 1; 4 over 1.

Current photos of the accessory structure show the condition of the roof and decking in serious decline. Current photos of the primary residence show existing 3-tab asphalt shingles that the owner is requesting for the accessory structure, similar in shingle style, profile, shape and shade for the accessory structure. Design Guidelines note that for garage apartments, roofing material should match the main house.

The owner is proposing to replace the roof with Owens Corning's TruDefinition Duration Shingles, 3-tab and architectural options. The concerns with the use of asphalt roll roofing are it has a limited application, not suitable for low-slope roofs like the accessory building and can be damaged by high winds and extreme temperatures. Roll roofing is less costly but has a shorter lifespan of about 5-8 years, versus asphalt shingles that are 20+years.

Mr. Medellin stated design guidelines note that exterior remodeling including changes to garages that would affect architectural style or additions to or removal of elements from an existing structure which may alter the size, height, square footage, contour, outline or rhythm of the building would require a design review application and approval from the Commission.

Mr. Medellin advised the Commission that staff recommended approval of the proposal to replace the roof and decking materials for the rear accessory structure with new decking, replacing rolled asphalt roofing with 3-tab asphalt shingles and to keep and repair the original Greek style metal/wood trim.

Chairwoman Derr asked if the applicant was present and wished to make a presentation. Jennifer Smith, the owner and applicant, was present but had nothing to add to the presentation. There were no comments from the public. Ms. Ponder-Smith stated she was impressed with the maintenance and progress made on the home and happy they were restoring and keeping the Greek trim. Ms. Ponder-Smith made a motion to approve the proposal to replace the roof and decking materials for the rear accessory structure with new decking, replacing rolled asphalt roofing with 3-tab asphalt shingles and to keep and repair the original Greek style wood trim. Mr. Hartmangruber seconded the motion that passed 7-0.

VI. Action Item: Design Review – 1501 Tilden Street (*West Floral Heights Historic District*)

Request for Compliant Replacement Elements:

- Aluminum Clad Windows, 5 over 1
- Single front entry fiberglass door with paired side lites

Mr. Floyd stated staff was bringing back a revised application as directed previously by the Commission for the request of compliant replacement ground floor windows with aluminum clad wood windows 5 over 1 and double front entry doors with a single front entry fiberglass door with paired side lites. Mr. Floyd advised the home, constructed in 1920, was a contributing structure in the West Floral Heights Historic District located at the corner of Avenue E and Tilden Street that was designated in 2005.

Inventory photos from 2017 between 2018 depict the unauthorized replacement windows with 2 over 2 pattern and other windows to the rear, side and upper story the former owners installed. One of the key elements of the structure was a two-story entry porch with flat roof with Greek style columns that gave the structure it's defining feature.

The replacement windows and first story entry double doors were highly visible from public right of way. Mr. Floyd stated a stop-work order was issued December 19th, 2022 for doing work without building permits and design review authorization for alterations. The original leaded glass front door and paired sidelights were removed and replaced with double doors with 2 x 3 window panels. On the Tilden façade, first story windows were replaced with vinyl window inserts installed with an alternate pattern 4 over 1 instead of original 5 over 1 style, simulated divided lites and single hung. The original windows were constructed of wood with exterior muntins and double-hung. The Commission denied the replacement windows in March 2023, as replacement window material (vinyl), style, finish and visual qualities did not reflect materials removed thus changing architectural style and violating Design Guidelines. The Commission recommended the owner replace the non-compliant windows with wood, aluminum or aluminum clad wood with exterior muntins in the 5 over 1 configuration. During the same meeting the Commission denied the replacement front doors as installed, as they did

not meet the City's Design Review Guidelines Sec. 4, Item 7. The recommendation was to submit a new application for a single front door with side lites that maintain the same configuration and design as original.

Mr. Floyd stated staff recommended approval of the revised proposal from the owner for aluminum clad wood windows with a revised configuration and exterior muntins with spacers inside the glass to replicate the appearance of true divided lites, as it conforms to the Design Guideline standards. Mr. Floyd stated the door replacement design differs from the original, as the replacement is more modern, but staff feels it is an improvement with the 3-part configuration including proportion of glass to solid panel. Glazing also differs from original beveled/leaded glass and paired side lites are not full height but would still fit the character of the historic district and would recommend approval.

Chairwoman Derr asked if the applicant wished to add to the presentation. There were no additional comments from the applicant or the public. Ms. Medellin asked Mr. Floyd if the muntins were on the outside of the windows, Mr. Floyd confirmed they were. Mr. Hartmangruber thanked the owner and applicant, Whitney Simmons, for working with the Commission on the recommended replacements. Ms. Christy Graham made a motion to approve the proposed replacement aluminum clad wood windows with 5 over 1 configuration and exterior muntins with spacers inside the glass to replicate the appearance of true divided lites and replacement single front entry fiberglass door with paired side lites. Mr. Hartmangruber seconded the motion that passed unanimously with a vote of 7-0.

VII. Other Business:

a) Monthly Reports

Depot Square:

Ms. Derr gave the following updates:

- October 5th - Art Walk
- October 6th – 21st – Wichita Theater, Into the Woods
- September 30th – Kell House Prohibition Party

West Floral Heights:

Ms. Ponder-Smith discussed the following:

- 1510 Hayes
- 1601 Tilden

Both of which Mr. Floyd had ready to address in his continued presentation.

b) Updates:

- West Floral Heights HD – Marker Project
- 1503 Grant – Status
- 1106 Brook – Landmark: The Hamilton House

c) Resources/Periodicals:

- Preservation Texas Materials: Berry Brown House Feature

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

- 1302 Grant (West Floral Heights HD) – foundation repair
- 1106 Brook (CWF Landmark) – roofing permit (tile reset/limited section repair)
- 126 Pembroke (NRHP District) – Information purposes only: electric/generator switch
- 108 Pembroke (NRHP District) – information purposes only: roofing permit
- 111 Pembroke (NRHP District) - information purposes only: roofing permit

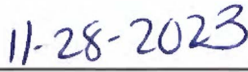
VIII. Adjourn

Next regularly scheduled meeting October 24, 2023 – 12:00 p.m.

Meeting adjourned at 1:18 p.m.



Michele Derr, Chairperson



Date

**CITY COUNCIL AGENDA
December 5, 2023**

ITEM/SUBJECT: Resolution casting votes for individuals nominated for the Wichita Appraisal District Board of Directors.

INITIATING DEPT: City Clerk

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: At the October 3, 2023, meeting the City Council approved Resolution 115-2023 restructuring the composition of the Wichita Appraisal Districts Board of Directors in compliance with SB 2. On October 17, 2023, the City Council approved Resolution 128-2023 nominating Glenn Barham and Jeff Taylor. The changes to the appointment process became effective when Proposition 4 passed on November 7, 2023. The City of Wichita Falls is entitled to 1,265 votes, and with the approval of this Resolution the City Council will cast those votes for one or more of the individuals nominated.

Votes must be cast and returned to the Chief Appraiser by December 15, 2023. The Board will have nine members, five appointed by taxing entities, three elected at a general election with the first election being in May 2024, and the Tax Assessor-Collector. The casting of votes can be discussed in Executive Session.

☒ **City Clerk**

ASSOCIATED INFORMATION: Resolution , letter, and ballot.

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution casting votes for individuals nominated for the Wichita Appraisal District Board of Directors

WHEREAS, Section 6.03(k) of the Property Tax Code provides for the governing body of each taxing unit to cast votes for individuals nominated for the Wichita Appraisal District Board of Directors; and;

WHEREAS, the City of Wichita Falls is entitled to 1,265 votes which may be cast for individuals nominated for the Board of Directors; and;

WHEREAS, the City of Wichita Falls wishes to cast its 1,265 votes as set forth below:

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

The City of Wichita Falls hereby cast its votes as follows:

1. Glen Barham	_____	Votes
2. Austin Cooper	_____	Votes
3. Steve Fairchild	_____	Votes
4. Jeff Kindt	_____	Votes
5. Max Schlegel	_____	Votes
6. Jeff Taylor	_____	Votes
7. Jeff Watts	_____	Votes

PASSED AND APPROVED this the 5th day of December, 2023.

MAYOR

ATTEST:

City Clerk



WICHITA APPRAISAL DISTRICT

P.O. Box 5172 • 600 SCOTT STREET • WICHITA FALLS, TEXAS 76307
PHONE: (940) 322-2435 • FAX: (940) 322-8190
www.wadtx.com

November 17, 2023

Mr. Darron Leiker
City of Wichita Falls
PO Box 1431
Wichita Falls TX 76307

Dear Mr. Leiker:

Attached is the official ballot listing the nominees submitted for the Board of Director for the Wichita Appraisal District in accordance with Section 6.03 of the Texas Property Tax Code.

The ballot lists the total number of votes available for your entity to cast. Please note, you may distribute these votes amongst the listed candidates at your entity's discretion.

According to Section 6.03 of the Texas Property Tax Code, each taxing unit must determine their vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted not later than **December 15, 2023**.

If you have any questions, please feel free to call.

Sincerely,

Lisa Stephens-Musick, RPA
Chief Appraiser

Cc: Marie Balthrop

Wichita Appraisal District								
Board of Directors Nominees for 2024 Term								
Official Ballot 2023								
INSTRUCTION NOTE:								
Indicate the entities' votes for the candidate or candidates by placing the number								
of votes in the box beside your entity name								
	Total Votes Allotted	Glenn Barham	Austin Cooper	Steve Fairchild	Jeff Kindt	Max Schlegel	Jeff Taylor	Jeff Watts
Wichita Falls	1265							
Wichita Falls ISD	1520							
Burkburnett	110							
Burkburnett ISD	295							
City View ISD	70							
Iowa Park	70							
Iowa Park CISD	190							
Electra	15							
Electra ISD	60							
Holliday ISD	20							
Wichita County	1385							
Totals	5000							
ATTEST:								
	Signature						Date	

CITY COUNCIL AGENDA
December 5, 2023

ITEM/SUBJECT: Resolution authorizing the purchase of replacement ¾ inch through 6-inch water meters and associated parts for the Water Distribution Division, from Thirkettle Corporation dba Aqua-Metric Sales Company, in the amount of \$141,520.84.

INITIATING DEPT: Public Works and Finance/Purchasing

STRATEGIC GOAL: Provide Adequate Infrastructure

STRATEGIC OBJECTIVE: Efficiently Deliver City Services

COMMENTARY: The Water Distribution Division is tasked with maintaining the City of Wichita Falls' water metering system and associated inventory of meters and parts. This metering system is responsible for the accurate accounting of water use that is reported to the State of Texas annually, as well as the accurate billing of customers for water usage on a monthly basis.

To adequately perform this task, Water Distribution maintains an inventory of meters for new installations and replacement of failed meters within the system. The maintenance of this meter/parts inventory is budgeted within the normal operating budget.

The type and brand of meters to be purchased is based on remaining consistent with the current inventory of meters within the AMI system. Aqua-Metric Sales Company is the sole source provider of these meters. The cost associated with this resolution is below the amount that was budgeted into Water Distributions for the FY 23/24 budget of \$147,740.00.

Item	Quantity	Unit Price	Total
¾" iPerl Meter	100	\$148.72	\$14,872.00
1" iPerl Meter	150	\$213.33	\$31,999.50
1 ½" Omni T2 Meter	15	\$882.63	\$13,239.45
2" Omni T2 Meter	25	\$1,046.93	\$26,173.25
6" Omni H2 Meter	1	\$4,572.62	\$4,572.62
MXU 520M Transceiver	300	\$136.00	\$40,800.00
1 ½" Omni T2 Center Section	5	\$616.88	\$3,084.40
2" Omni T2 Center Section	5	\$635.21	\$3,176.05
4" Omni H2 Center Section	2	\$934.27	\$1,868.54
6" Omni H2 Center Section	1	\$1,735.03	\$1,735.03
TOTAL			\$141,520.84

Therefore, staff recommends award of the purchase of replacement water meters and associated parts for the Water Distribution Division, from Aqua-Metric Sales Company, in the amount of \$141,520.84.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the purchase of replacement ¾ inch through 6 inch water meters and associated parts for the Water Distribution division, from Thirkettle Corporation dba Aqua-Metric Sales Company, in the amount of \$141,520.84

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

WHEREAS, the City desires to continue to have a reliable inventory of water meters and associated parts; and,

WHEREAS, the City desires to accurately account for water usage towards billing and regulatory reporting; and,

WHEREAS, it is on the best interest of the City of Wichita Falls, due to current supply chain issues, to sole source the purchase of water meters and parts from Aqua-metric Sales Company.

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

City staff is authorized to purchase replacement ¾ inch through 6 inch water meters and associated parts for the Distribution Division, from Thirkettle Corporation dba Aqua-Metric Sales Company, in the amount of \$141,520.84.

PASSED AND APPROVED this the 5th day of December, 2023.

MAYOR

ATTEST:

City Clerk



Aqua-Metric Sales Company

Kelsey VanCleave
16914 Alamo Pkwy Bldg 2 | SELMA, TX 78154-1492
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Sales Quote QT00008596

November 01, 2023

Quote for: City Of Wichita Falls
Attention:
Address: Attn: Accounts Payable, Po Box 1431
City, State, Zip: WICHITA FALLS, TX 76307-1431
Phone: (940) 761-4333
Email:

Quantity		Description		Unit Price	Line Total
300	EA	MXU520MSP	MXU 520 M SINGLE PORT T/C	136.00	40,800.00
100	EA	I30TR	3/4" SL IPERL TR/PL 8 WHL CF	148.72	14,872.00
150	EA	I50TR	1" IPERL TR/PL 8 WHL CF	213.33	31,999.50
15	EA	OMNIT11-2	1 1/2" OMNI T2 8 WHL CF	882.63	13,239.45
25	EA	OMNIT2	2" OMNI T2 8 WHL CF	1,046.93	26,173.25
1	EA	OMNIT6	6" OMNI T2 8 WHL CF	4,572.62	4,572.62
5	EA	OMNIT11-2MMP	1 1/2" OMNI T2 MMP 8 WHL CF	616.88	3,084.40
5	EA	OMNIT2MMP	2" OMNI T2 MMP 8 WHL CF	635.21	3,176.05
2	EA	OMNIT4MMP	4" OMNI T2 MMP 8 WHL CF	934.27	1,868.54
1	EA	OMNIT6MMP	6" OMNI T2 MMP 8 WHL CF	1,735.03	1,735.03

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sales.
2. Quote is valid for thirty days.
3. If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single orders exceeding \$20,000.00.
5. Net Thirty Days to Pay.
6. Returned production may be subject to a 25% restocking fee.
7. Sales Tax and/or Freight charges are approximated and may vary on final invoice.

Subtotal	141,520.84
Sales Tax	0.00
Total	141,520.84

CITY COUNCIL AGENDA
December 5, 2023

ITEM/SUBJECT: Resolution authorizing the award of a sole-source purchase of 9 Lift Station Pumps for the wastewater collections system and 3 Return Activated Sludge Pumps for the Northside Wastewater Treatment Plant from Xylem Water Solutions U.S.A., Inc., in the amount of \$170,554.50.

INITIATING DEPT: Public Works and Finance/Purchasing

STRATEGIC GOAL: Efficiently Delivery City Services

STRATEGIC OBJECTIVE: N/A

COMMENTARY: The lift stations within the wastewater collections system utilize pumps to convey waste from residence and business to the treatment facilities. Proper operation of these numerous facilities is critical to ensure that waste is fully contained within the collections system and not backing up in the system resulting in sewer overflows. Staff has identified 5 lift stations (LS57, LS48, LS8, LS51 and LS39) that are in need of pump replacements. Additionally, 3 of the Return Activated Sludge pumps at the Northside Wastewater Treatment Plant have failed and need to be replaced to ensure proper operation of the facility in treating raw sewage.

Staff has received quotes from Xylem Water Solutions USA, Inc. in the amount of \$170,554.50 to supply the replacement pumps for the Lift Stations and Northside Wastewater Treatment Plant. The pump replacements were budgeted for within Resource Recovery's fiscal year 23/24 normal operating budget in the amount of \$173,500.00.

Xylem Water Solutions USA, Inc. is the original manufacturer of the pumps currently utilized within the lift stations and Northside Wastewater Treatment Plant and the City wishes to utilize them as a sole source to provide the most efficient replacement of these pumps as they will match up to the existing rails, fittings, and electronics currently in place.

Staff recommends award of 9 lift station pumps and 3 return activated sludge pumps to Xylem Water Solutions USA, Inc., in the amount of \$170,554.50.

☒ **Purchasing** ☒ **Director of Public Works**

ASSOCIATED INFORMATION: Resolution, Quote

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the award of a sole-source purchase of 9 lift station pumps for the wastewater collections system and 3 return activated sludge pumps for the Northside Wastewater Treatment Plant from Xylem Water Solutions U.S.A., Inc., in the amount of \$170,554.50

WHEREAS, the City of Wichita Falls has an extensive wastewater collections system that conveys wastewater away from residences and business; and

WHEREAS, the City of Wichita Falls requires the use of numerous lift stations within the wastewater collections system to properly convey the wastewater to the treatment plant; and

WHEREAS, it is necessary to replace lift station pumps from time to time to prevent raw, untreated sewage from backing up into homes or being spilled on the ground and/or waterways creating a regulatory violation for the City of Wichita Falls; and

WHEREAS, the Northside Wastewater Treatment Plant utilizes a Return Activated Sludge treatment process to adequately treat waste for reuse as industrial cooling water and/or discharge to the environment; and

WHEREAS, the City of Wichita Falls has received a quote from Xylem Water Solutions USA, Inc. for the purchase of 9 lift station pumps and 3 Return Activated Sludge pumps, and it is in the best interest to sole source the purchase of the pumps from Xylem Water Solutions USA, 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 award the sole-source purchase of 9 Lift Station Pumps for the wastewater collections system and 3 Return Activated Sludge Pumps for the Northside Wastewater Treatment Plant from Xylem Water Solutions U.S.A., Inc., in the amount of \$170,554.50.

PASSED AND APPROVED this the 5th day of December, 2023.

MAYOR

ATTEST:

City Clerk



***Xylem Water Solutions USA, Inc.
Flygt Products***

November 9, 2023

CITY OF WICHITA FLS WWTP
PO BOX 1431
WICHITA FALLS TX 76307-1431

2310 McDaniel Drive
Carrollton, TX 75006
Tel (972) 418-2400
Fax (972) 416-9570

Quote # 2023-DAL-0554
Project Name: Wichita Falls, City of
Job Name: CP 3127 HT SN 9660997 Replacement N-Pump

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Pump

Qty	Description
1	Flygt Model NP-3127.060 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 10 HP 1750 RPM motor, 489 impeller, 1 x 50 Ft. length of SUBCAB 4G6+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Total Discount % 5.00

Total Price \$ 15,136.45

Ocean Freight Included

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 – Jobsite (per Inco Terms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: Prepaid. Equipment shipment standard is DIRECT with partial shipments permissible.



Page 1 of 3



*Xylem Water Solutions USA, Inc.
Flygt Products*

Terms of Payment: 100% N30 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Validity: This Quote is valid for thirty (30) days.

COVID 19: Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Time of Delivery: Approx. 14-16 working weeks after receipt of order.

Warranty: Xylem Water Solutions USA, Inc. offers a commercial warranty to the original end purchaser against defects in workmanship and material.

Exclusions: This Quote includes only the items listed specified above.

Changes: This Quotation is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Bryan Weemes
Engineered & Aftermarket Sales - Flygt
Cell: 214-952-9301
bryan.weemes@xylem.com



Page 2 of 3

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2023-DAL-0554
Customer Name: CITY OF WICHITA FLS WWTP
Job Name: CP 3127 HT SN 9660997 Replacement N-
Total Amount: Pump \$ 15,136.45
(including freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





Xylem Water Solutions USA, Inc.

October 27, 2023

Flygt Products

CITY OF WICHITA FLS WWTP
PO BOX 1431
WICHITA FALLS TX 76307-1431

2310 McDaniel Drive
Carrollton, TX 75006
Tel (972) 418-2400
Fax (972) 416-9570

Quote # 2023-DAL-0560
Job Name: Station #8 Replacement Pumps

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

PUMP

Qty	Description
2	Flygt Model NP-3127.060 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 10 HP 1750 RPM motor, 488 impeller, 1 x 50 Ft. length of SUBCAB 4G6+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Total Discount % 5.00

Total Price \$ 30,272.90

Ocean Freight Included

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 – Jobsite (per IncoTerms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: Prepaid. Equipment shipment standard is DIRECT with partial shipments permissible.

Terms of Payment: 100% N30 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.



Page 1 of 3



Validity:

COVID 19:

This Quote is valid for thirty (30) days.

Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Time of Delivery:

Approx. 14-17 working weeks after receipt of order.

Warranty:

Xylem Water Solutions USA, Inc. offers a commercial warranty to the original end purchaser against defects in workmanship and material.

Exclusions:

This Quote includes only the items listed specified above.

Changes:

This Quotation is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Bryan Weemes

Engineered & Aftermarket Sales - Flygt

Cell: 214-952-9301

bryan.weemes@xylem.com



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2023-DAL-0560
Customer Name: CITY OF WICHITA FLS WWTP
Job Name: Station #8 Replacement Pumps
Total Amount: \$ 30,272.90
(including freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





Xylem Water Solutions USA, Inc.

October 27, 2023

Flygt Products

CITY OF WICHITA FLS WWTP
PO BOX 1431
WICHITA FALLS TX 76307-1431

2310 McDaniel Drive
Carrollton, TX 75006
Tel (972) 418-2400
Fax (972) 416-9570

Quote # 2023-DAL-0561
Job Name: Station #39 Replacement Pumps

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

PUMP

Qty	Description
2	Flygt Model NP-3153.185 6" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 20 HP 1750 RPM motor, 433 impeller, 1 x 50 Ft. length of SUBCAB 4G16+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Total Discount % 5.00

Total Price \$ 49,244.40

Ocean Freight Included

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem-inc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Inco Terms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: Prepaid. Equipment shipment standard is DIRECT with partial shipments permissible.

Terms of Payment: 100% N30 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.



Page 1 of 3



Validity: This Quote is valid for thirty (30) days.
COVID 19: Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Time of Delivery: Approx. 12-15 working weeks after receipt of order.
Warranty: Xylem Water Solutions USA, Inc. offers a commercial warranty to the original end purchaser against defects in workmanship and material.

Exclusions: This Quote includes only the items listed specified above.
Changes: This Quotation is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Bryan Weemes
Engineered & Aftermarket Sales - Flygt
Cell: 214-952-9301
bryan.weemes@xylem.com



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2023-DAL-0561
Customer Name: CITY OF WICHITA FLS WWTP
Job Name: Station #39 Replacement Pumps
Total Amount: \$ 49,244.40
(including freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





Xylem Water Solutions USA, Inc.

October 27, 2023

Flygt Products

CITY OF WICHITA FLS WWTP
PO BOX 1431
WICHITA FALLS TX 76307-1431

2310 McDaniel Drive
Carrollton, TX 75006
Tel (972) 418-2400
Fax (972) 416-9570

Quote # 2023-DAL-0562
Job Name: Station #51 Replacement Pumps

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

PUMP

Qty	Description
2	Flygt Model NP-3085.060 3" volute Submersible pump equipped with a 230 Volt / 1 phase / 60 Hz 2.4 HP 1750 RPM motor, 463 impeller, 1 x 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Total Discount % 5.00

Total Price \$ 17,253.90

Ocean Freight Included

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 – Jobsite (per Inco Terms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: Prepaid. Equipment shipment standard is DIRECT with partial shipments permissible.

Terms of Payment: 100% N30 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.



Page 1 of 3



Validity:	This Quote is valid for thirty (30) days.
COVID 19:	Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.
Time of Delivery:	Approx. 15-17 working weeks after receipt of order.
Warranty:	Xylem Water Solutions USA, Inc. offers a commercial warranty to the original end purchaser against defects in workmanship and material.
Exclusions:	This Quote includes only the items listed specified above.
Changes:	This Quotation is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Bryan Weemes
Engineered & Aftermarket Sales - Flygt
Cell: 214-952-9301
bryan.weemes@xylem.com



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2023-DAL-0562
Customer Name: CITY OF WICHITA FLS WWTP
Job Name: Station #51 Replacement Pumps
Total Amount: \$ 17,253.90
(including freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





Xylem Water Solutions USA, Inc.

November 9, 2023

Flygt Products

CITY OF WICHITA FLS WWTP
PO BOX 1431
WICHITA FALLS TX 76307-1431

2310 McDaniel Drive
Carrollton, TX 75006
Tel (972) 418-2400
Fax (972) 416-9570

Quote # 2023-DAL-0563, Alternate 2 Version 1
Job Name: Station #57 Replacement Pumps

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

PUMP

Qty	Description
2	Flygt Model NP-3102.060 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 5 HP 1750 RPM motor, 464 impeller, 1 x 50 Ft. length of SUBCAB 4G4+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Total Discount % 5.00

Total Price \$ 20,709.10

(Ocean Freight Included)

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Inco Terms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: Prepaid. Equipment shipment standard is DIRECT with partial shipments permissible.

Terms of Payment: 100% N30 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.



Page 1 of 3



Validity: This Quote is valid for thirty (30) days.
COVID 19: Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.
Time of Delivery: Approx. 15-17 working weeks after receipt of order.
Warranty: Xylem Water Solutions USA, Inc. offers a commercial warranty to the original end purchaser against defects in workmanship and material.
Exclusions: This Quote includes only the items listed specified above.
Changes: This Quotation is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Bryan Weemes
Engineered & Aftermarket Sales - Flygt
Cell: 214-952-9301
bryan.weemes@xylem.com



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2023-DAL-0563, Alternate 2 Version 1
Customer Name: CITY OF WICHITA FLS WWTP
Job Name: Station #57 Replacement Pumps
Total Amount: \$ 20,709.10
(including freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





Xylem Water Solutions USA, Inc.

Flygt Products

November 9, 2023

CITY OF WICHITA FLS WWTP
PO BOX 1431
WICHITA FALLS TX 76307-1431

2310 McDaniel Drive
Carrollton, TX 75006
Tel (972) 418-2400
Fax (972) 416-9570

Quote # 2023-DAL-0585 **Alternate 2, Version 1**
Job Name: NP 3127.060 10hp 6" Pumps

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Pump

Qty	Part Number	Description
3	3127.060-0165	Flygt Model NP-3127.060 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 10 HP 1750 RPM motor, 439 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0.5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Total Price \$ 35,844.75
Total Discount % 25.00

Freight Charge \$ 2,093.00

Total Price \$ 37,937.75

(Ocean Freight Included)

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms: 3 DAP - Delivered At Place 08 – Jobsite (per Inco Terms 2020)
See Freight Payment (Delivery Terms) below.
Taxes: State, local and other applicable taxes are not included in this quotation.
Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.
Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.
Terms of Delivery: Prepaid. Equipment shipment standard is DIRECT with partial shipments permissible.



Page 1 of 3



Terms of Payment: 100% N30 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Validity: This Quote is valid for thirty (30) days.

COVID 19: Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Time of Delivery: Approx. working 14-16 working weeks after receipt of order.

Warranty: Xylem Water Solutions USA, Inc. offers a commercial warranty to the original end purchaser against defects in workmanship and material.

Exclusions: This Quote includes only the items listed specified above.

Changes: This Quotation is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Bryan Weemes
Engineered & Aftermarket Sales - Flygt
Cell: 214-952-9301
bryan.weemes@xylem.com



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2023-DAL-0586 Alternate 2, Version 1
Customer Name: CITY OF WICHITA FLS WWTP
Job Name: NP 3127.060 10hp 6" Pumps
Total Amount: \$ 37,937.75
(including freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



Xylem Water Solutions USA, Inc
2310 McDaniel Drive
Carrollton, TX 75006



November 9, 2023

RE: Xylem/Flygt Branded Products

Sole Authorized Sales and Service for Wichita Falls, City of (Wichita County)

To Whom it May Concern:

Flygt is a Xylem, Inc brand (xylem.com). The Xylem, Inc subsidiary - Xylem Water Solutions USA, Inc (XWS) - exclusively sells Flygt branded products and authorized support services for the municipal water and wastewater market in North America. Although XWS does maintain various territory-specific and exclusive distributor contracts throughout North America, the area of Wichita County Texas, including Wichita, City of has no such distributor, i.e. XWS is direct to market. No other sellers or distributors are authorized by either Xylem, Inc. or XWS in North Central Texas for this market, and for the products and services mentioned below.

Products included are Flygt branded: submersible pumps, mixers and accessories; OEM Flygt replacement parts, controllers, level sensors, and electrical components. Trademarks and/or patents may be in effect for a particular product listed here, however XWS indemnifies our direct buyers against any losses, liability or costs, arising out of the use of this equipment for infringement of any patent, copyright, trademark, trade name, brand or slogan.

Factory authorized Flygt field and shop services - supported out of the XWS branch service team in Carrollton Texas include: authorized field services for the products; labor and components for repairs (shop and field), labor for product and/or maintenance training (shop and field); and authorized field start-up services for the products. Specialized skills are required to service Flygt equipment and must be authorized by XWS to maintain warranty. To be authorized, different levels of training are required for the XWS service team, depending on the discipline needed in servicing a particular product. This training must be completed by the XWS services team for the services to be authorized, to maintain warranty. No other seller in Wichita County Texas is authorized to perform the services above, for these products listed here, and in the market noted above.

Please feel free to contact the undersigned with any questions regarding this matter.

Sincerely,

Bryan Weemes
Engineered & Aftermarket Sales – Flygt Products
Xylem Water Solutions USA, Inc
bryan.weemes@xylem.com
C: 214-952-9301

CITY COUNCIL AGENDA
December 5, 2023

ITEM/SUBJECT: Resolution authorizing the purchase of Axon Enterprise's package bundle consisting of 105 In-Car video systems, 4 Interview room recording systems, unlimited cloud storage, and 120 body-worn cameras with license, warranties, and accessories through the Buyboard Purchasing Cooperative from Axon Enterprises totaling \$2,854,406.55.

INITIATING DEPT: Police

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The 2022-23 budget included \$1.5 million of excess funds for the one-time expenditure for upgrading the current Police In-Car video, 4 interview rooms, and the associated infrastructure. The Wichita Falls Police Department intends to purchase Axon Enterprise's package bundle consisting of 105 In-car video systems and 4 Interview room recording systems. This new system will include licenses, warranties, and accessories to replace outdated in-car video systems and upgrade existing interview rooms. This new system will also utilize unlimited cloud storage vs the current local server storage. The cost for the 105 In-Car video hardware and installation is \$1,295,134.05.

This purchase also includes 105 body-worn cameras at a cost of \$1,559,272.50. State grant will fund the first year of a 5-year agreement for 105 body-worn cameras. The remaining 4 years' balance of \$1,358,826.30 will be determined in future budgets and additional grant applications. This is a 5-year agreement with Axon, which allows the City to pay the remaining balance, interest-free, over the 5-year life of this project.

The City has purchased equipment through a cooperative purchasing program for the past several years. We have found this process to be cost-effective not only in the initial purchase but also for maintenance during the life of the product. This purchase will be through the Buyboard Purchasing Cooperative.

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

Staff recommends the purchase of the Axon Enterprises bundle package in the amount of \$2,854,406.55.

☒ **Police Chief**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Axon In-Car Video and Body Worn Camera



Resolution No. _____

Resolution authorizing the purchase of Axon Enterprise's package bundle consisting of 105 In-Car video systems, 4 Interview room recording systems, unlimited cloud storage, and 120 body-worn cameras with license, warranties, and accessories through the Buyboard Purchasing Cooperative from Axon Enterprises totaling \$2,854,406.55

WHEREAS, Texas Local Government Local Government Code §252.022 exempts items purchased through Buyboard vendors from the State's competitive bidding requirements; and

WHEREAS, the City Council approved \$1.5 million in the 2022/2023 budget to purchase the Axon Enterprises Bundle products; and

WHEREAS, the City Council finds that Axon Enterprises is offering a total package bundle which includes 105 In-car video systems, 4 Interview room recording systems, unlimited cloud storage, and 120 body worn cameras with license, warranties and accessories and it is in the City's best interest to purchase this equipment from them.

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

The City Manager is authorized to execute all documents necessary to purchase the Axon Enterprises Bundle Package in the amount of \$2,854,406.55 from Axon Enterprises.

PASSED AND APPROVED this the 5th day of December, 2023.

MAYOR

ATTEST:

City Clerk

Buyboard Contract #648-21

This agreement ("the Agreement") is hereby made this ____ day of _____, 2023, by the City of Wichita Falls ("Agency") and Axon Enterprise, Inc. ("Axon"). Collectively, Agency and Axon are the "Parties."

WHEREAS, the Agency desires Axon to provide certain products and services as described on Quotes Q-527128-45245.620MA and Q-529984-45245.626MA; and

WHEREAS, Axon is a party to Contract No. 648-21 with The Local Government Purchasing Cooperative ("BuyBoard") dated October 1, 2021, related to "Law Enforcement Body Cameras, Supplies, and Equipment" (the "Buyboard Contract"), which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Buyboard Contract to the Agency at the same prices chargeable to Buyboard; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the Buyboard Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Buyboard Contract for the goods and services detailed in Quotes Q-527128-45245.620MA and Q-529984-45245.626MA (the "Quote") attached hereto as Exhibit A.
2. The term of this Agreement shall begin upon the date of last signature and shall continue until all the expiration of the term specified within the Quote. In the event the term of the subscriptions extends past the termination or expiration of the Buyboard Contract, the terms and conditions of the Buyboard Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement.

Waiver of Attorney's Fees: If any action at law or in equity is necessary to enforce this agreement, each party agrees to pay its own attorneys' fees and will not seek to recover its own attorneys' fees from the other party. All parties understand that Texas Local Government Code subchapter I, § 271.153(a)(3) provides that the total amount of money awarded in an adjudication brought against a governmental entity for breach of a contract includes attorneys' fees. All parties expressly waive all statutory and other rights to recover attorneys' fees pursuant to in § 271.153(a)(3) and all other law.)

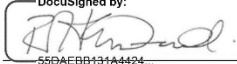
Governmental Function: All parties agree that this contract is one that pertains solely to a governmental function taken by or on behalf of the City of Wichita Falls. All parties expressly agree that the City is not engaging in any proprietary functions.

This Agreement, together with Buyboard Contract #648-21, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

DocuSigned by:

Signature: _____
55DAEBB131A4424...
Name: Robert E. Driscoll, Jr.
Title: VP, Assoc. General Counsel
Date: 11/17/2023 | 11:15 AM MST

Agency

Signature: _____
Name: _____
Title: _____
Date: _____

Approved to Form:

City Attorney

Attest:

City Clerk



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International:
+1.800.978.2737

Q-529984-45245.626MA

Issued: 11/15/2023

Quote Expiration: 12/22/2023

Estimated Contract Start Date:
04/01/2024

Account Number: 108568

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business,Delivery,Invoice-610 Holliday St 610 Holliday St Wichita Falls, TX 76301-3113 USA	City of Wichita Falls PO Box 1431 Wichita Falls TX 76307-1431 USA Email: accounts.payable@wichitafallstx.gov

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Brad Hardin Phone: (940) 761-7747 Email: brad.hardin@wfpd.net Fax: (940) 761-6848

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,295,134.05
ESTIMATED TOTAL W/ TAX	\$1,295,134.05

Discount Summary

Average Savings Per Year	\$180,370.98
TOTAL SAVINGS	\$901,854.88

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	\$1,295,134.05	\$0.00	\$1,295,134.05
Total	\$1,295,134.05	\$0.00	\$1,295,134.05

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$2,196,988.93
\$2,119,498.93
\$1,295,134.05

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundle d	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	105	60		\$173.71	\$161.41	\$1,016,883.00	\$0.00	\$1,016,883.00
A la Carte Hardware									
50294	INTERVIEW - SERVER - LITE	2			\$3,625.79	\$0.00	\$0.00	\$0.00	\$0.00
74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	4			\$132.00	\$0.00	\$0.00	\$0.00	\$0.00
50221	INTERVIEW - SWITCH - 24 PORT POE	1			\$1,409.02	\$0.00	\$0.00	\$0.00	\$0.00
50114	INTERVIEW - CAMERA - COVERT SENSOR	8			\$390.00	\$0.00	\$0.00	\$0.00	\$0.00
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	8			\$233.35	\$0.00	\$0.00	\$0.00	\$0.00
50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	8			\$675.17	\$0.00	\$0.00	\$0.00	\$0.00
50322	INTERVIEW - TOUCH PANEL PRO	4			\$2,987.48	\$0.00	\$0.00	\$0.00	\$0.00
74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	4			\$244.01	\$0.00	\$0.00	\$0.00	\$0.00
50265	INTERVIEW - IO RED LED	4			\$33.33	\$0.00	\$0.00	\$0.00	\$0.00
50267	INTERVIEW - IO MODULE	3			\$564.00	\$0.00	\$0.00	\$0.00	\$0.00
50258	INTERVIEW - IO MODULE CABINET	3			\$346.67	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	60		\$27.12	\$0.00	\$0.00	\$0.00	\$0.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		\$31.68	\$0.00	\$0.00	\$0.00	\$0.00
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	60		\$107.41	\$0.00	\$0.00	\$0.00	\$0.00
50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	60		\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	60		\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	105	60		\$64.01	\$44.17	\$278,251.05	\$0.00	\$278,251.05
A la Carte Services									
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	4			\$5,950.00	\$0.00	\$0.00	\$0.00	\$0.00
50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1			\$500.00	\$0.00	\$0.00	\$0.00	\$0.00

50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	3		\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties								
50448	EXT WARRANTY, INTERVIEW ROOM	4	49	\$24.58	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$1,295,134.05	\$0.00	\$1,295,134.05

Delivery Schedule

Hardware

Bundle	Item	Description	QT Y	Estimated Delivery Date
Fleet 3 Basic	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	105	03/01/2024
Fleet 3 Basic	70112	AXON SIGNAL UNIT	105	03/01/2024
Fleet 3 Basic	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	105	03/01/2024
Fleet 3 Basic	72034	FLEET SIM INSERTION, VZW	105	03/01/2024
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	105	03/01/2024
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	03/01/2024
A la Carte	50114	INTERVIEW - CAMERA - COVERT SENSOR	8	03/01/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	8	03/01/2024
A la Carte	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	8	03/01/2024
A la Carte	50221	INTERVIEW - SWITCH - 24 PORT POE	1	03/01/2024
A la Carte	50258	INTERVIEW - IO MODULE CABINET	3	03/01/2024
A la Carte	50265	INTERVIEW - IO RED LED	4	03/01/2024
A la Carte	50267	INTERVIEW - IO MODULE	3	03/01/2024
A la Carte	50294	INTERVIEW - SERVER - LITE	2	03/01/2024
A la Carte	50322	INTERVIEW - TOUCH PANEL PRO	4	03/01/2024
A la Carte	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	4	03/01/2024
A la Carte	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	4	03/01/2024

Software

Bundle	Item	Description	QT Y	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	105	04/01/2024	03/31/2029
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	210	04/01/2024	03/31/2029
A la Carte	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	04/01/2024	03/31/2029
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	04/01/2024	03/31/2029
A la Carte	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	04/01/2024	03/31/2029
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	04/01/2024	03/31/2029
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	04/01/2024	03/31/2029
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	105	04/01/2024	03/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	105

Services

Bundle	Item	Description	QTY
A la Carte	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	3
A la Carte	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	105	03/01/2025	03/31/2029
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	105	03/01/2025	03/31/2029
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	03/01/2025	03/31/2029
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	4	03/01/2025	03/31/2029

Payment Details

Mar 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	\$0.00	\$0.00	\$0.00
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$0.00	\$0.00	\$0.00
Year 1	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$0.00	\$0.00	\$0.00
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$0.00	\$0.00	\$0.00
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	\$0.00	\$0.00	\$0.00
Year 1	50114	INTERVIEW - CAMERA - COVERT SENSOR	8	\$0.00	\$0.00	\$0.00
Year 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	8	\$0.00	\$0.00	\$0.00
Year 1	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	8	\$0.00	\$0.00	\$0.00
Year 1	50221	INTERVIEW - SWITCH - 24 PORT POE	1	\$0.00	\$0.00	\$0.00
Year 1	50258	INTERVIEW - IO MODULE CABINET	3	\$0.00	\$0.00	\$0.00
Year 1	50265	INTERVIEW - IO RED LED	4	\$0.00	\$0.00	\$0.00
Year 1	50267	INTERVIEW - IO MODULE	3	\$0.00	\$0.00	\$0.00
Year 1	50294	INTERVIEW - SERVER - LITE	2	\$0.00	\$0.00	\$0.00
Year 1	50322	INTERVIEW - TOUCH PANEL PRO	4	\$0.00	\$0.00	\$0.00
Year 1	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	3	\$0.00	\$0.00	\$0.00
Year 1	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 1	50448	EXT WARRANTY, INTERVIEW ROOM	4	\$0.00	\$0.00	\$0.00
Year 1	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	4	\$0.00	\$0.00	\$0.00
Year 1	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	4	\$0.00	\$0.00	\$0.00
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	105	\$278,251.05	\$0.00	\$278,251.05
Year 1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	4	\$0.00	\$0.00	\$0.00
Year 1	Fleet3B	Fleet 3 Basic	105	\$1,016,883.00	\$0.00	\$1,016,883.00
Total				\$1,295,134.05	\$0.00	\$1,295,134.05

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/15/2023





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International:
+1.800.978.2737

Q-527128-45245.620MA

Issued: 11/15/2023

Quote Expiration: 12/22/2023

Estimated Contract Start Date:
04/01/2024

Account Number: 108568

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business,Delivery,Invoice-610 Holliday St 610 Holliday St Wichita Falls, TX 76301-3113 USA	City of Wichita Falls PO Box 1431 Wichita Falls TX 76307-1431 USA Email: accounts.payable@wichitafallstx.gov

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Brad Hardin Phone: (940) 761-7747 Email: brad.hardin@wfpd.net Fax: (940) 761-6848

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,559,272.50
ESTIMATED TOTAL W/ TAX	\$1,559,272.50

Discount Summary

Average Savings Per Year	\$25,528.80
TOTAL SAVINGS	\$127,644.00

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	\$311,854.50	\$0.00	\$311,854.50
Mar 2025	\$311,854.50	\$0.00	\$311,854.50
Mar 2026	\$311,854.50	\$0.00	\$311,854.50
Mar 2027	\$311,854.50	\$0.00	\$311,854.50
Mar 2028	\$311,854.50	\$0.00	\$311,854.50

Payment Summary

Date	Subtotal	Tax	Total
Total	\$1,559,272.50	\$0.00	\$1,559,272.50

Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$1,686,916.50

\$1,559,404.50

\$1,559,272.50

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundle d	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP	BWC Unlimited with TAP	120	60		\$116.29	\$98.58	\$709,776.00	\$0.00	\$709,776.00
A la Carte Hardware									
100775	AB4 MAGNETIC DISCONNECT CABLE	120				\$39.00	\$4,680.00	\$0.00	\$4,680.00
H00002	AB4 Multi Bay Dock Bundle	15	60		\$1,638.90	\$27.32	\$24,583.50	\$0.00	\$24,583.50
H00001	AB4 Camera Bundle	120	60		\$849.00	\$14.15	\$101,880.00	\$0.00	\$101,880.00
A la Carte Software									
73478	REDACTION ASSISTANT USER LICENSE	120	60			\$9.76	\$70,272.00	\$0.00	\$70,272.00
73682	AUTO TAGGING LICENSE	120	60			\$9.76	\$70,272.00	\$0.00	\$70,272.00
73739	PERFORMANCE LICENSE	120	60			\$9.76	\$70,272.00	\$0.00	\$70,272.00
85760	Auto-Transcribe Unlimited Service	120	60			\$20.00	\$144,000.00	\$0.00	\$144,000.00
100165	UNLIMITED 3RD-PARTY STORAGE	120	60			\$31.46	\$226,512.00	\$0.00	\$226,512.00
BasicLicense	Basic License Bundle	110	60			\$16.27	\$107,250.00	\$0.00	\$107,250.00
A la Carte Services									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1				\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
85055	AXON FULL SERVICE	1				\$26,775.00	\$26,775.00	\$0.00	\$26,775.00
Total							\$1,559,272.50	\$0.00	\$1,559,272.50

Delivery Schedule

Hardware

Bundle	Item	Description	QT Y	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	120	03/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	4	03/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	132	03/01/2024
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	132	03/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	15	03/01/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	15	03/01/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	15	03/01/2024
A la Carte	100775	AB4 MAGNETIC DISCONNECT CABLE	120	03/01/2024
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	124	09/01/2026
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	15	09/01/2026
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	124	03/01/2029
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	15	03/01/2029

Software

Bundle	Item	Description	QT Y	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	110	04/01/2024	03/31/2029
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	110	04/01/2024	03/31/2029
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	120	04/01/2024	03/31/2029
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	120	04/01/2024	03/31/2029
A la Carte	100165	UNLIMITED 3RD-PARTY STORAGE	120	04/01/2024	03/31/2029
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	120	04/01/2024	03/31/2029
A la Carte	73682	AUTO TAGGING LICENSE	120	04/01/2024	03/31/2029
A la Carte	73739	PERFORMANCE LICENSE	120	04/01/2024	03/31/2029
A la Carte	85760	Auto-Transcribe Unlimited Service	120	04/01/2024	03/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85055	AXON FULL SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	120	03/01/2025	03/31/2029
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	4	03/01/2025	03/31/2029
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	15	03/01/2025	03/31/2029

Payment Details

Mar 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100165	UNLIMITED 3RD-PARTY STORAGE	120	\$45,302.40	\$0.00	\$45,302.40
Year 1	100775	AB4 MAGNETIC DISCONNECT CABLE	120	\$936.00	\$0.00	\$936.00
Year 1	73478	REDACTION ASSISTANT USER LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 1	73682	AUTO TAGGING LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 1	73739	PERFORMANCE LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 1	85055	AXON FULL SERVICE	1	\$5,355.00	\$0.00	\$5,355.00
Year 1	85760	Auto-Transcribe Unlimited Service	120	\$28,800.00	\$0.00	\$28,800.00
Year 1	BasicLicense	Basic License Bundle	110	\$21,450.00	\$0.00	\$21,450.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	120	\$141,955.20	\$0.00	\$141,955.20
Year 1	H00001	AB4 Camera Bundle	120	\$20,376.00	\$0.00	\$20,376.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	15	\$4,916.70	\$0.00	\$4,916.70
Total				\$311,854.50	\$0.00	\$311,854.50

Mar 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100165	UNLIMITED 3RD-PARTY STORAGE	120	\$45,302.40	\$0.00	\$45,302.40
Year 2	100775	AB4 MAGNETIC DISCONNECT CABLE	120	\$936.00	\$0.00	\$936.00
Year 2	73478	REDACTION ASSISTANT USER LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 2	73682	AUTO TAGGING LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 2	73739	PERFORMANCE LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 2	85055	AXON FULL SERVICE	1	\$5,355.00	\$0.00	\$5,355.00
Year 2	85760	Auto-Transcribe Unlimited Service	120	\$28,800.00	\$0.00	\$28,800.00
Year 2	BasicLicense	Basic License Bundle	110	\$21,450.00	\$0.00	\$21,450.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	120	\$141,955.20	\$0.00	\$141,955.20
Year 2	H00001	AB4 Camera Bundle	120	\$20,376.00	\$0.00	\$20,376.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	15	\$4,916.70	\$0.00	\$4,916.70
Total				\$311,854.50	\$0.00	\$311,854.50

Mar 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100165	UNLIMITED 3RD-PARTY STORAGE	120	\$45,302.40	\$0.00	\$45,302.40
Year 3	100775	AB4 MAGNETIC DISCONNECT CABLE	120	\$936.00	\$0.00	\$936.00
Year 3	73478	REDACTION ASSISTANT USER LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 3	73682	AUTO TAGGING LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 3	73739	PERFORMANCE LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00

Mar 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 3	85055	AXON FULL SERVICE	1	\$5,355.00	\$0.00 \$5,355.00
Year 3	85760	Auto-Transcribe Unlimited Service	120	\$28,800.00	\$0.00 \$28,800.00
Year 3	BasicLicense	Basic License Bundle	110	\$21,450.00	\$0.00 \$21,450.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	120	\$141,955.20	\$0.00 \$141,955.20
Year 3	H00001	AB4 Camera Bundle	120	\$20,376.00	\$0.00 \$20,376.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	15	\$4,916.70	\$0.00 \$4,916.70
Total				\$311,854.50	\$0.00 \$311,854.50

Mar 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 4	100165	UNLIMITED 3RD-PARTY STORAGE	120	\$45,302.40	\$0.00 \$45,302.40
Year 4	100775	AB4 MAGNETIC DISCONNECT CABLE	120	\$936.00	\$0.00 \$936.00
Year 4	73478	REDACTION ASSISTANT USER LICENSE	120	\$14,054.40	\$0.00 \$14,054.40
Year 4	73682	AUTO TAGGING LICENSE	120	\$14,054.40	\$0.00 \$14,054.40
Year 4	73739	PERFORMANCE LICENSE	120	\$14,054.40	\$0.00 \$14,054.40
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00 \$600.00
Year 4	85055	AXON FULL SERVICE	1	\$5,355.00	\$0.00 \$5,355.00
Year 4	85760	Auto-Transcribe Unlimited Service	120	\$28,800.00	\$0.00 \$28,800.00
Year 4	BasicLicense	Basic License Bundle	110	\$21,450.00	\$0.00 \$21,450.00
Year 4	BWCUwTAP	BWC Unlimited with TAP	120	\$141,955.20	\$0.00 \$141,955.20
Year 4	H00001	AB4 Camera Bundle	120	\$20,376.00	\$0.00 \$20,376.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	15	\$4,916.70	\$0.00 \$4,916.70
Total				\$311,854.50	\$0.00 \$311,854.50

Mar 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 5	100165	UNLIMITED 3RD-PARTY STORAGE	120	\$45,302.40	\$0.00 \$45,302.40
Year 5	100775	AB4 MAGNETIC DISCONNECT CABLE	120	\$936.00	\$0.00 \$936.00
Year 5	73478	REDACTION ASSISTANT USER LICENSE	120	\$14,054.40	\$0.00 \$14,054.40
Year 5	73682	AUTO TAGGING LICENSE	120	\$14,054.40	\$0.00 \$14,054.40
Year 5	73739	PERFORMANCE LICENSE	120	\$14,054.40	\$0.00 \$14,054.40
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00 \$600.00
Year 5	85055	AXON FULL SERVICE	1	\$5,355.00	\$0.00 \$5,355.00
Year 5	85760	Auto-Transcribe Unlimited Service	120	\$28,800.00	\$0.00 \$28,800.00
Year 5	BasicLicense	Basic License Bundle	110	\$21,450.00	\$0.00 \$21,450.00
Year 5	BWCUwTAP	BWC Unlimited with TAP	120	\$141,955.20	\$0.00 \$141,955.20
Year 5	H00001	AB4 Camera Bundle	120	\$20,376.00	\$0.00 \$20,376.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	15	\$4,916.70	\$0.00 \$4,916.70
Total				\$311,854.50	\$0.00 \$311,854.50

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/15/2023



CITY COUNCIL AGENDA
December 5, 2023

ITEM/SUBJECT: Resolution authorizing the first-year purchase of one hundred twenty (120) Axon body-worn cameras and related accessories and warranties through the Buyboard Purchasing Cooperative from Axon Enterprises in the amount of \$200,446.20.

INITIATING DEPT: Police

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The Wichita Falls Police Department intends to purchase one hundred twenty (120) Axon body-worn cameras and accessories for all officers conducting traffic stops and for responding to calls for service. The Wichita Falls Police Department was recently awarded a 25% (\$50,111.55) matching grant fund in the amount of \$150,334.65 for the purchase of outfitting Wichita Falls Police Officers with body-worn cameras and accessories. This grant covers year 1 of a 5-year agreement. The City's 25% will be funded with budgeted 2022-23 one-time excess General Funds.

The City has purchased equipment through a cooperative purchasing program for the past several years. We have found this process to be cost-effective not only in the initial purchase but also for maintenance during the life of the product.

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

Staff recommends the purchase of one hundred twenty (120) Axon body-worn cameras and accessories in the amount of \$200,446.20.

☒ **Police Chief**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Axon In-Car Video and Body Worn Camera



Resolution No. _____

Resolution authorizing the first-year purchase of one hundred twenty (120) Axon body-worn cameras and accessories and warranties through the Buyboard Purchasing Cooperative from Axon Enterprises in the amount of \$200,446.20

WHEREAS, Texas Local Government Local Government Code §252.022 exempts items purchased through Buyboard vendors from the State's competitive bidding requirements; and

WHEREAS, the City Council of the City of Wichita Falls has passed an ordinance approving the acceptance of awarded grant funds for this purchase; and

WHEREAS, the City Council passed in the 2022/2023 budget, funding to pay the 25% match required by the State Grant in the amount of \$50,111.55; and

WHEREAS, the City Council finds that Axon Enterprises is offering a total package bundle which includes the Axon body-worn camera equipment, and it is in the City's best interest to purchase this type of equipment from them;

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

The City Manager is authorized to execute all documents necessary for the first-year purchase of one hundred twenty (120) Axon body-worn cameras and accessories in the amount of \$200,446.20 from Axon Enterprises.

PASSED AND APPROVED this the 5th day of December, 2023.

MAYOR

ATTEST:

City Clerk

Buyboard Contract #648-21

This agreement ("the Agreement") is hereby made this ____ day of _____, 2023, by the City of Wichita Falls ("Agency") and Axon Enterprise, Inc. ("Axon"). Collectively, Agency and Axon are the "Parties."

WHEREAS, the Agency desires Axon to provide certain products and services as described on Quotes Q-527128-45245.620MA and Q-529984-45245.626MA; and

WHEREAS, Axon is a party to Contract No. 648-21 with The Local Government Purchasing Cooperative ("BuyBoard") dated October 1, 2021, related to "Law Enforcement Body Cameras, Supplies, and Equipment" (the "Buyboard Contract"), which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Buyboard Contract to the Agency at the same prices chargeable to Buyboard; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the Buyboard Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Buyboard Contract for the goods and services detailed in Quotes Q-527128-45245.620MA and Q-529984-45245.626MA (the "Quote") attached hereto as Exhibit A.
2. The term of this Agreement shall begin upon the date of last signature and shall continue until all the expiration of the term specified within the Quote. In the event the term of the subscriptions extends past the termination or expiration of the Buyboard Contract, the terms and conditions of the Buyboard Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement.

Waiver of Attorney's Fees: If any action at law or in equity is necessary to enforce this agreement, each party agrees to pay its own attorneys' fees and will not seek to recover its own attorneys' fees from the other party. All parties understand that Texas Local Government Code subchapter I, § 271.153(a)(3) provides that the total amount of money awarded in an adjudication brought against a governmental entity for breach of a contract includes attorneys' fees. All parties expressly waive all statutory and other rights to recover attorneys' fees pursuant to in § 271.153(a)(3) and all other law.)

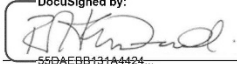
Governmental Function: All parties agree that this contract is one that pertains solely to a governmental function taken by or on behalf of the City of Wichita Falls. All parties expressly agree that the City is not engaging in any propriety functions.

This Agreement, together with Buyboard Contract #648-21, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

DocuSigned by:

Signature: _____
55DAE8B131A4424...
Name: Robert E. Driscoll, Jr.
Title: VP, Assoc. General Counsel
Date: 11/17/2023 | 11:15 AM MST

Agency

Signature: _____
Name: _____
Title: _____
Date: _____

Approved to Form:

City Attorney

Attest:

City Clerk



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International:
+1.800.978.2737

Q-529984-45245.626MA

Issued: 11/15/2023

Quote Expiration: 12/22/2023

Estimated Contract Start Date:
04/01/2024

Account Number: 108568

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business,Delivery,Invoice-610 Holliday St 610 Holliday St Wichita Falls, TX 76301-3113 USA	City of Wichita Falls PO Box 1431 Wichita Falls TX 76307-1431 USA Email: accounts.payable@wichitafallstx.gov

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Brad Hardin Phone: (940) 761-7747 Email: brad.hardin@wfpd.net Fax: (940) 761-6848

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,295,134.05
ESTIMATED TOTAL W/ TAX	\$1,295,134.05

Discount Summary

Average Savings Per Year	\$180,370.98
TOTAL SAVINGS	\$901,854.88

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	\$1,295,134.05	\$0.00	\$1,295,134.05
Total	\$1,295,134.05	\$0.00	\$1,295,134.05

Quote Unbundled Price:	\$2,196,988.93
Quote List Price:	\$2,119,498.93
Quote Subtotal:	\$1,295,134.05

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundle d	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	105	60		\$173.71	\$161.41	\$1,016,883.00	\$0.00	\$1,016,883.00
A la Carte Hardware									
50294	INTERVIEW - SERVER - LITE	2			\$3,625.79	\$0.00	\$0.00	\$0.00	\$0.00
74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	4			\$132.00	\$0.00	\$0.00	\$0.00	\$0.00
50221	INTERVIEW - SWITCH - 24 PORT POE	1			\$1,409.02	\$0.00	\$0.00	\$0.00	\$0.00
50114	INTERVIEW - CAMERA - COVERT SENSOR	8			\$390.00	\$0.00	\$0.00	\$0.00	\$0.00
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	8			\$233.35	\$0.00	\$0.00	\$0.00	\$0.00
50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	8			\$675.17	\$0.00	\$0.00	\$0.00	\$0.00
50322	INTERVIEW - TOUCH PANEL PRO	4			\$2,987.48	\$0.00	\$0.00	\$0.00	\$0.00
74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	4			\$244.01	\$0.00	\$0.00	\$0.00	\$0.00
50265	INTERVIEW - IO RED LED	4			\$33.33	\$0.00	\$0.00	\$0.00	\$0.00
50267	INTERVIEW - IO MODULE	3			\$564.00	\$0.00	\$0.00	\$0.00	\$0.00
50258	INTERVIEW - IO MODULE CABINET	3			\$346.67	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	60		\$27.12	\$0.00	\$0.00	\$0.00	\$0.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		\$31.68	\$0.00	\$0.00	\$0.00	\$0.00
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	60		\$107.41	\$0.00	\$0.00	\$0.00	\$0.00
50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	60		\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	60		\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	105	60		\$64.01	\$44.17	\$278,251.05	\$0.00	\$278,251.05
A la Carte Services									
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	4			\$5,950.00	\$0.00	\$0.00	\$0.00	\$0.00
50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1			\$500.00	\$0.00	\$0.00	\$0.00	\$0.00

50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	3		\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties								
50448	EXT WARRANTY, INTERVIEW ROOM	4	49	\$24.58	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$1,295,134.05	\$0.00	\$1,295,134.05

Delivery Schedule

Hardware

Bundle	Item	Description	QT Y	Estimated Delivery Date
Fleet 3 Basic	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	105	03/01/2024
Fleet 3 Basic	70112	AXON SIGNAL UNIT	105	03/01/2024
Fleet 3 Basic	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	105	03/01/2024
Fleet 3 Basic	72034	FLEET SIM INSERTION, VZW	105	03/01/2024
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	105	03/01/2024
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	03/01/2024
A la Carte	50114	INTERVIEW - CAMERA - COVERT SENSOR	8	03/01/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	8	03/01/2024
A la Carte	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	8	03/01/2024
A la Carte	50221	INTERVIEW - SWITCH - 24 PORT POE	1	03/01/2024
A la Carte	50258	INTERVIEW - IO MODULE CABINET	3	03/01/2024
A la Carte	50265	INTERVIEW - IO RED LED	4	03/01/2024
A la Carte	50267	INTERVIEW - IO MODULE	3	03/01/2024
A la Carte	50294	INTERVIEW - SERVER - LITE	2	03/01/2024
A la Carte	50322	INTERVIEW - TOUCH PANEL PRO	4	03/01/2024
A la Carte	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	4	03/01/2024
A la Carte	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	4	03/01/2024

Software

Bundle	Item	Description	QT Y	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	105	04/01/2024	03/31/2029
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	210	04/01/2024	03/31/2029
A la Carte	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	04/01/2024	03/31/2029
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	04/01/2024	03/31/2029
A la Carte	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	04/01/2024	03/31/2029
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	04/01/2024	03/31/2029
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	04/01/2024	03/31/2029
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	105	04/01/2024	03/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	105

Services

Bundle	Item	Description	QTY
A la Carte	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	3
A la Carte	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	105	03/01/2025	03/31/2029
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	105	03/01/2025	03/31/2029
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	03/01/2025	03/31/2029
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	4	03/01/2025	03/31/2029

Payment Details

Mar 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	\$0.00	\$0.00	\$0.00
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$0.00	\$0.00	\$0.00
Year 1	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$0.00	\$0.00	\$0.00
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$0.00	\$0.00	\$0.00
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	\$0.00	\$0.00	\$0.00
Year 1	50114	INTERVIEW - CAMERA - COVERT SENSOR	8	\$0.00	\$0.00	\$0.00
Year 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	8	\$0.00	\$0.00	\$0.00
Year 1	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	8	\$0.00	\$0.00	\$0.00
Year 1	50221	INTERVIEW - SWITCH - 24 PORT POE	1	\$0.00	\$0.00	\$0.00
Year 1	50258	INTERVIEW - IO MODULE CABINET	3	\$0.00	\$0.00	\$0.00
Year 1	50265	INTERVIEW - IO RED LED	4	\$0.00	\$0.00	\$0.00
Year 1	50267	INTERVIEW - IO MODULE	3	\$0.00	\$0.00	\$0.00
Year 1	50294	INTERVIEW - SERVER - LITE	2	\$0.00	\$0.00	\$0.00
Year 1	50322	INTERVIEW - TOUCH PANEL PRO	4	\$0.00	\$0.00	\$0.00
Year 1	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	3	\$0.00	\$0.00	\$0.00
Year 1	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 1	50448	EXT WARRANTY, INTERVIEW ROOM	4	\$0.00	\$0.00	\$0.00
Year 1	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	4	\$0.00	\$0.00	\$0.00
Year 1	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	4	\$0.00	\$0.00	\$0.00
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	105	\$278,251.05	\$0.00	\$278,251.05
Year 1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	4	\$0.00	\$0.00	\$0.00
Year 1	Fleet3B	Fleet 3 Basic	105	\$1,016,883.00	\$0.00	\$1,016,883.00
Total				\$1,295,134.05	\$0.00	\$1,295,134.05

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

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Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/15/2023





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International:
+1.800.978.2737

Q-527128-45245.620MA

Issued: 11/15/2023

Quote Expiration: 12/22/2023

Estimated Contract Start Date:
04/01/2024

Account Number: 108568

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business,Delivery,Invoice-610 Holliday St 610 Holliday St Wichita Falls, TX 76301-3113 USA	City of Wichita Falls PO Box 1431 Wichita Falls TX 76307-1431 USA Email: accounts.payable@wichitafallstx.gov

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Brad Hardin Phone: (940) 761-7747 Email: brad.hardin@wfpd.net Fax: (940) 761-6848

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,559,272.50
ESTIMATED TOTAL W/ TAX	\$1,559,272.50

Discount Summary

Average Savings Per Year	\$25,528.80
TOTAL SAVINGS	\$127,644.00

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	\$311,854.50	\$0.00	\$311,854.50
Mar 2025	\$311,854.50	\$0.00	\$311,854.50
Mar 2026	\$311,854.50	\$0.00	\$311,854.50
Mar 2027	\$311,854.50	\$0.00	\$311,854.50
Mar 2028	\$311,854.50	\$0.00	\$311,854.50

Payment Summary

Date	Subtotal	Tax	Total
Total	\$1,559,272.50	\$0.00	\$1,559,272.50

Quote Unbundled Price:	\$1,686,916.50
Quote List Price:	\$1,559,404.50
Quote Subtotal:	\$1,559,272.50

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundle d	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP	BWC Unlimited with TAP	120	60		\$116.29	\$98.58	\$709,776.00	\$0.00	\$709,776.00
A la Carte Hardware									
100775	AB4 MAGNETIC DISCONNECT CABLE	120				\$39.00	\$4,680.00	\$0.00	\$4,680.00
H00002	AB4 Multi Bay Dock Bundle	15	60		\$1,638.90	\$27.32	\$24,583.50	\$0.00	\$24,583.50
H00001	AB4 Camera Bundle	120	60		\$849.00	\$14.15	\$101,880.00	\$0.00	\$101,880.00
A la Carte Software									
73478	REDACTION ASSISTANT USER LICENSE	120	60			\$9.76	\$70,272.00	\$0.00	\$70,272.00
73682	AUTO TAGGING LICENSE	120	60			\$9.76	\$70,272.00	\$0.00	\$70,272.00
73739	PERFORMANCE LICENSE	120	60			\$9.76	\$70,272.00	\$0.00	\$70,272.00
85760	Auto-Transcribe Unlimited Service	120	60			\$20.00	\$144,000.00	\$0.00	\$144,000.00
100165	UNLIMITED 3RD-PARTY STORAGE	120	60			\$31.46	\$226,512.00	\$0.00	\$226,512.00
BasicLicense	Basic License Bundle	110	60			\$16.27	\$107,250.00	\$0.00	\$107,250.00
A la Carte Services									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1				\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
85055	AXON FULL SERVICE	1				\$26,775.00	\$26,775.00	\$0.00	\$26,775.00
Total							\$1,559,272.50	\$0.00	\$1,559,272.50

Delivery Schedule

Hardware

Bundle	Item	Description	QT Y	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	120	03/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	4	03/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	132	03/01/2024
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	132	03/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	15	03/01/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	15	03/01/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	15	03/01/2024
A la Carte	100775	AB4 MAGNETIC DISCONNECT CABLE	120	03/01/2024
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	124	09/01/2026
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	15	09/01/2026
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	124	03/01/2029
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	15	03/01/2029

Software

Bundle	Item	Description	QT Y	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	110	04/01/2024	03/31/2029
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	110	04/01/2024	03/31/2029
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	120	04/01/2024	03/31/2029
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	120	04/01/2024	03/31/2029
A la Carte	100165	UNLIMITED 3RD-PARTY STORAGE	120	04/01/2024	03/31/2029
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	120	04/01/2024	03/31/2029
A la Carte	73682	AUTO TAGGING LICENSE	120	04/01/2024	03/31/2029
A la Carte	73739	PERFORMANCE LICENSE	120	04/01/2024	03/31/2029
A la Carte	85760	Auto-Transcribe Unlimited Service	120	04/01/2024	03/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85055	AXON FULL SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	120	03/01/2025	03/31/2029
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	4	03/01/2025	03/31/2029
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	15	03/01/2025	03/31/2029

Payment Details

Mar 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100165	UNLIMITED 3RD-PARTY STORAGE	120	\$45,302.40	\$0.00	\$45,302.40
Year 1	100775	AB4 MAGNETIC DISCONNECT CABLE	120	\$936.00	\$0.00	\$936.00
Year 1	73478	REDACTION ASSISTANT USER LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 1	73682	AUTO TAGGING LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 1	73739	PERFORMANCE LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 1	85055	AXON FULL SERVICE	1	\$5,355.00	\$0.00	\$5,355.00
Year 1	85760	Auto-Transcribe Unlimited Service	120	\$28,800.00	\$0.00	\$28,800.00
Year 1	BasicLicense	Basic License Bundle	110	\$21,450.00	\$0.00	\$21,450.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	120	\$141,955.20	\$0.00	\$141,955.20
Year 1	H00001	AB4 Camera Bundle	120	\$20,376.00	\$0.00	\$20,376.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	15	\$4,916.70	\$0.00	\$4,916.70
Total				\$311,854.50	\$0.00	\$311,854.50

Mar 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100165	UNLIMITED 3RD-PARTY STORAGE	120	\$45,302.40	\$0.00	\$45,302.40
Year 2	100775	AB4 MAGNETIC DISCONNECT CABLE	120	\$936.00	\$0.00	\$936.00
Year 2	73478	REDACTION ASSISTANT USER LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 2	73682	AUTO TAGGING LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 2	73739	PERFORMANCE LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 2	85055	AXON FULL SERVICE	1	\$5,355.00	\$0.00	\$5,355.00
Year 2	85760	Auto-Transcribe Unlimited Service	120	\$28,800.00	\$0.00	\$28,800.00
Year 2	BasicLicense	Basic License Bundle	110	\$21,450.00	\$0.00	\$21,450.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	120	\$141,955.20	\$0.00	\$141,955.20
Year 2	H00001	AB4 Camera Bundle	120	\$20,376.00	\$0.00	\$20,376.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	15	\$4,916.70	\$0.00	\$4,916.70
Total				\$311,854.50	\$0.00	\$311,854.50

Mar 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100165	UNLIMITED 3RD-PARTY STORAGE	120	\$45,302.40	\$0.00	\$45,302.40
Year 3	100775	AB4 MAGNETIC DISCONNECT CABLE	120	\$936.00	\$0.00	\$936.00
Year 3	73478	REDACTION ASSISTANT USER LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 3	73682	AUTO TAGGING LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 3	73739	PERFORMANCE LICENSE	120	\$14,054.40	\$0.00	\$14,054.40
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00

Mar 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 3	85055	AXON FULL SERVICE	1	\$5,355.00	\$0.00 \$5,355.00
Year 3	85760	Auto-Transcribe Unlimited Service	120	\$28,800.00	\$0.00 \$28,800.00
Year 3	BasicLicense	Basic License Bundle	110	\$21,450.00	\$0.00 \$21,450.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	120	\$141,955.20	\$0.00 \$141,955.20
Year 3	H00001	AB4 Camera Bundle	120	\$20,376.00	\$0.00 \$20,376.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	15	\$4,916.70	\$0.00 \$4,916.70
Total				\$311,854.50	\$0.00 \$311,854.50

Mar 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 4	100165	UNLIMITED 3RD-PARTY STORAGE	120	\$45,302.40	\$0.00 \$45,302.40
Year 4	100775	AB4 MAGNETIC DISCONNECT CABLE	120	\$936.00	\$0.00 \$936.00
Year 4	73478	REDACTION ASSISTANT USER LICENSE	120	\$14,054.40	\$0.00 \$14,054.40
Year 4	73682	AUTO TAGGING LICENSE	120	\$14,054.40	\$0.00 \$14,054.40
Year 4	73739	PERFORMANCE LICENSE	120	\$14,054.40	\$0.00 \$14,054.40
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00 \$600.00
Year 4	85055	AXON FULL SERVICE	1	\$5,355.00	\$0.00 \$5,355.00
Year 4	85760	Auto-Transcribe Unlimited Service	120	\$28,800.00	\$0.00 \$28,800.00
Year 4	BasicLicense	Basic License Bundle	110	\$21,450.00	\$0.00 \$21,450.00
Year 4	BWCUwTAP	BWC Unlimited with TAP	120	\$141,955.20	\$0.00 \$141,955.20
Year 4	H00001	AB4 Camera Bundle	120	\$20,376.00	\$0.00 \$20,376.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	15	\$4,916.70	\$0.00 \$4,916.70
Total				\$311,854.50	\$0.00 \$311,854.50

Mar 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 5	100165	UNLIMITED 3RD-PARTY STORAGE	120	\$45,302.40	\$0.00 \$45,302.40
Year 5	100775	AB4 MAGNETIC DISCONNECT CABLE	120	\$936.00	\$0.00 \$936.00
Year 5	73478	REDACTION ASSISTANT USER LICENSE	120	\$14,054.40	\$0.00 \$14,054.40
Year 5	73682	AUTO TAGGING LICENSE	120	\$14,054.40	\$0.00 \$14,054.40
Year 5	73739	PERFORMANCE LICENSE	120	\$14,054.40	\$0.00 \$14,054.40
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00 \$600.00
Year 5	85055	AXON FULL SERVICE	1	\$5,355.00	\$0.00 \$5,355.00
Year 5	85760	Auto-Transcribe Unlimited Service	120	\$28,800.00	\$0.00 \$28,800.00
Year 5	BasicLicense	Basic License Bundle	110	\$21,450.00	\$0.00 \$21,450.00
Year 5	BWCUwTAP	BWC Unlimited with TAP	120	\$141,955.20	\$0.00 \$141,955.20
Year 5	H00001	AB4 Camera Bundle	120	\$20,376.00	\$0.00 \$20,376.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	15	\$4,916.70	\$0.00 \$4,916.70
Total				\$311,854.50	\$0.00 \$311,854.50

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/15/2023



**CITY COUNCIL AGENDA
December 5, 2023**

ITEM/SUBJECT: Resolution authorizing the City Manager to execute all documents necessary to purchase the CASE TV370B Compact Track Loader from Associated Supply Company, Inc. dba ASCO Equipment in the amount of \$75,000.

INITIATING DEPT: Parks and Recreation

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The 2023-24 Budget includes \$100,000 for the purchase of a new tree spade and loader to transplant larger trees from the LucyLand tree nursery, and also to transplant replacement trees from a new tree nursery in future years. The tree spade attachment has been ordered at a cost of \$24,500. This agenda item is for the Track Loader only.

This loader is sold by a local dealer, ASCO equipment, so warranty service will be easily obtained. CASE is a well-established brand and the mechanics at Fleet Maintenance are knowledgeable about working on their equipment. In a comparison of several articulated wheel loaders and compact track loaders, the TV370B was the lowest price unit that met all the criteria needed for use with the chosen tree spade. It was also the shortest in height which will be important in working in close quarters in the tree nursery.

The loader is being purchased through BuyBoard.

Staff recommends approving this purchase in the amount of \$75,000.

☒ Assistant City Manager

ASSOCIATED INFORMATION: Resolution

☒ Budget Office Review

☒ City Attorney Review

☒ City Manager Approval

Resolution No. _____

Resolution authorizing The City Manager to execute all documents necessary to purchase a CASE TV370B Compact Track Loader from Associated Supply Company, Inc. dba ASCO Equipment in the amount of \$75,000

WHEREAS, the City's 2023-24 budget includes \$100,000 for the purchase of a new tree spade and loader; and

WHEREAS, this loader can be purchased through Buyboard for \$75,000, leaving \$25,000 to purchase a tree spade: and

WHEREAS, the CASE TV370B compact loader meets all of the specs required to operate the chosen tree spade; and

WHEREAS, the CASE TV370B was also the lowest price unit that met all of the criteria for use with the chosen tree spade.

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

Resolution authorizing the City Manager to execute all documents necessary to purchase the CASE TV370B Compact Track Loader from Associated Supply Company, Inc. dba ASCO Equipment in the amount of \$75,000.

PASSED AND APPROVED this the 5th of December, 2023.

MAYOR

ATTEST:

City Clerk

Comparison of Loaders for Optimal 1100 Tree Spade					
Brand/Model	Hummerbee 656R	Avant 860GT	CASE TV450B	CASE TV370B	Yanmar ASV RT-75
Loader Type	Articulated Wheel Loader	Articulated Wheel Loader	Compact Track Loader	Compact Track Loader	Compact Track Loader
Horsepower	56	57	90	74	74
Engine	Kohler 3 cyl Diesel	Kohler Diesel	4 cyl Diesel	4 cyl Diesel	4 cyl Diesel
Height	92.5"	87"	80"	80"	98"
Weight	6643	5600	10600	9945	9060
Length	~11.7'	11.2'			
Width	56"	59"	77"	77"	70"
Tipping Load	4500 lb	4190	9000 lb	7400 lb	7857 lb
Max Lift Capacity	4500 lb				
Max Working Load	3000 lb		4500 lb	3700	3929
Load Sensing Hyd Pump	33 gpm				
Aux Tool Hydraulics	21 gpm				
Machine Function Hydraulics	21 gpm				
Hydraulic Pressure					
Tires	29" R4				
Ground Clearance	8.5 "		9.5"	9.5"	15"
Made in ...	USA	Finland	USA	USA	USA
Quoted Price (less freight)	\$75,172	\$110,880	\$85,000	\$75,000*	\$81,758

*Delivered price



**CITY COUNCIL AGENDA
December 5, 2023**

ITEM/SUBJECT: Resolution authorizing the purchase of thirteen ¾-ton pickups for various City Divisions through the BuyBoard Purchasing Cooperative from Sam Pack's Five Star Ford, Ltd. in the amount of \$542,455.44.

INITIATING DEPT: Aviation Traffic & Transportation

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: N/A

COMMENTARY: The City of Wichita Falls typically solicits bids for ¾-ton pickups. However, the last two bid solicitations resulted in either the entire order being cancelled or the number purchased reduced. While manufacturing issues are still a problem, staff research indicates that the volumes purchased through these cooperative agreements have a higher probability of delivery due to the volume of vehicles purchased through these contracts.

The BuyBoard contract is now accepting purchases of ¾-ton pickups. Sam Pack's Five Star Ford is the BuyBoard supplier for these thirteen pickups. The City divisions receiving these pickups are: Animal Control, Building Inspections (2), Building Maintenance, Code Enforcement, Fire, Fleet, Parks Maintenance, Streets, Traffic Engineering, Water Purification, Utility Collections, and Recreation.

The average age of a ¾-ton pickup auctioned by Fleet Maintenance is 22 years.

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

Staff recommends approval of the resolution authorizing the purchase of nine (9) ¾-ton pickups through the BuyBoard Purchasing Cooperative from Sam Pack's Five Star Ford in the amount of \$542,455.44.

Amount of Purchase:	\$542,455.44
Budgeted Amount:	<u>\$616,000.00</u>
Budget Savings:	\$73,544.56

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

☒ **Director of Finance**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**





Resolution No. _____

Resolution authorizing the purchase of thirteen ¾-ton pickups for various City Divisions through the BuyBoard Purchasing Cooperative from Sam Pack's Five Star Ford, Ltd. in the amount of \$542,455.44

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

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

WHEREAS, the City Council finds that Sam Pack's Five Star Ford is offering thirteen ¾-ton pickup trucks through the BuyBoard Purchasing Cooperative, and it is in the best interest to purchase equipment in accordance with the Cooperative Purchasing Programs.

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

City Staff is authorized to execute all documents necessary to purchase thirteen ¾-ton pickup trucks through the BuyBoard Purchasing Cooperative from Sam Pack's Five Star Ford, Ltd. in the amount of \$542,455.44.

PASSED AND APPROVED this the 5th day of December, 2023.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
December 5, 2023

ITEM/SUBJECT: Resolution authorizing the purchase of two 1.5-ton trucks with 3-yard dump beds for the Parks Maintenance and Recreation Divisions through the BuyBoard Purchasing Cooperative from Sam Pack's Five Star Ford, Ltd. in the amount of \$178,399.40.

INITIATING DEPT: Aviation Traffic & Transportation

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: N/A

COMMENTARY: The BuyBoard contract is now accepting purchases of 1.5-ton trucks, as well as three-yard dump beds. Sam Pack's Five Star Ford is the BuyBoard supplier for these two units. These units are more maneuverable and lighter than larger five-yard dump trucks, and it allows the Parks Maintenance and Recreation Divisions to better access their facilities. These two units will replace two larger Freightliner units that were recently auctioned.

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

Staff recommends approval of the resolution authorizing the purchase of two 1.5-ton trucks through the BuyBoard Purchasing Cooperative from Sam Pack's Five Star Ford in the amount of \$178,399.40.

Amount of Purchase:	\$178,399.40
Amount Budgeted:	<u>\$144,000.00</u>
Budget Shortfall:	\$34,399.40

The budget shortfall will be covered by \$73,544.56 in savings for the purchase of the ¾-ton pickups.

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

☒ **Director of Finance**

ASSOCIATED INFORMATION: Resolution; BuyBoard Documentation

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the purchase of two 1.5-ton trucks with 3-yard dump beds for the Parks Maintenance and Recreation Divisions through the BuyBoard Purchasing Cooperative from Sam Pack's Five Star Ford, Ltd. in the amount of \$178,399.40

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

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

WHEREAS, the City Council finds that Sam Pack's Five Star Ford is offering two 1.5-ton trucks with 3-yard dump beds through BuyBoard Purchasing Cooperative, and it is in the best interest to purchase equipment in accordance with the Cooperative Purchasing Programs.

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

City Staff is authorized to execute all documents necessary to purchase two 1.5-ton trucks with 3-yard dump beds through the H-GAC Purchasing Cooperative from Sam Pack's Five Star Ford, Ltd. in the amount of \$178,399.40.

PASSED AND APPROVED this the 5th day of December, 2023.

MAYOR

ATTEST:

City Clerk



CITY COUNCIL AGENDA
December 5, 2023

ITEM/SUBJECT: Resolution authorizing the purchase of two (2) 35-foot low floor diesel buses off the State of Washington Contract to Gillig LLC in the amount of \$1,191,410.00.

INITIATING DEPT: Aviation, Traffic & Transportation

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: In the FY 2024 Public Transportation budgets, the purchase of two replacement buses was identified. The average service life of a City of Wichita Falls bus, as approved by the Federal Transit Administration (FTA), is 12-years or 500,000 miles. The specifications for these buses are the same as currently used in the fleet. One new addition to these buses is the inclusion of automated equipment to secure wheelchairs, improving safety and efficiency.

These two buses will be used to replace the remaining two 2010 Gillig buses, which will have close to 700,000 miles on them once these new units arrive. As part of the grant process, the City of Wichita Falls also requested Transportation Development Credits from the Texas Department of Transportation. As a result, the two buses are eligible to be fully paid for using Section 5307 funds. Based on the award of these Transportation Development Credits, there will be no local match requirements by the City of Wichita Falls. In other words, the FTA will pay 100% of the \$1,191,410.00 required for the purchase of these buses.

The FTA allows the use of “piggybacking” in its Best Practices Procurement Manual, Section 6.3.3. “Piggybacking” is defined as the post award use of contractual document/process that allows someone who has not contemplated in the original procurement to purchase the same equipment through that original document/process. Additional quantities cannot be added in the piggybacking process, but piggybacking allows for the reassignment of unused quantities remaining under the contracted amount. In the case of the State of Washington (SOW), their solicitation and contract included an assignability clause that allows for the assignment of all or part of the specified deliverable items. SOW quantities to be ordered were included in their original bid with Gillig Corporation and were evaluated as part of the contract award decision. The City of Wichita Falls is able to “piggyback” off of the SOW agreement with Gillig because SOW can reassign remaining quantities originally solicited by SOW. City staff has vetted this arrangement with the FTA, City Purchasing, and City Legal. The FTA has no issue with the City buying these Gillig buses through the current SOW contract, and both Legal and Purchasing are also in agreement that this resolution meets local, state, and federal purchasing requirements.

Funds for the purchase of these units are available as follows:

- FY 2024 5307 FTA funds \$1,191,410.00

Total: \$1,191,410.00

Staff recommends the purchase of two (2) 35-foot low floor diesel buses from Gillig LLC through the State of Washington contract in the amount of \$1,191,410.00. It is anticipated that the buses, once ordered, will be delivered in approximately 12-14 months.

☒ Director of Aviation, Traffic & Transportation

ASSOCIATED INFORMATION: Resolution; State of Washington Purchase Authorization

☒ **Budget Office Review:**

☒ **City Attorney Review:**

☒ **City Manager Approval**



QUOTE LETTER

November 20, 2023

Jenny Stevens
Transit Manager
City of Wichita Falls TX.
2201 Seymour Hwy.
Wichita Falls TX 76301

Dear Jenny:

Thank you for your interest in purchasing two (2) 35 ft. Diesel Buses off the State of Washington contract #2020-06719.

Attached you will find the price calculation that would pertain to your order. Gillig is pleased to quote the following:

Two (2) 35 ft. Diesel Buses @ \$595,705 each

This price is valid for 30 days and is FOB Wichita Falls TX. Prices exclude any taxes and license fees. The production of your buses can be scheduled within 12 months of the date of P.O.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Joe Saldana".

Joe Saldana
Gillig LLC
Regional Sales Manager
510-303-0202
jsaldana@gillig.com



Resolution No. _____

Resolution authorizing the purchase of two (2) 35-foot low floor diesel buses off the State of Washington Contract to Gillig LLC in the amount of \$1,191,410.00

WHEREAS, Federal Transit Administration allows for piggybacking purchases as indicated in Section 6.3.3 of its Best Practices Procurement Manual; and,

WHEREAS, State of Washington had solicited and contracted for buses through Gillig Corporation; and,

WHEREAS, State of Washington has two (2) 35-foot, low floor diesel buses remaining on its contract with Gillig Corporation; and,

WHEREAS, the City of Wichita Falls has requested and received authorization from State of Washington to piggyback on the purchase of two 35-foot, low floor diesel buses that remain on its contract with Gillig Corporation.

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 two (2) 35-foot, low floor, diesel buses with Gillig LLC through State of Washington contract in the amount of \$1,191,410.00.

PASSED AND APPROVED this the 5th day of December, 2023.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
December 5, 2023

ITEM/SUBJECT: Resolution authorizing the City Manager to enter into an interlocal agreement with the South Central Planning and Development Commission for software services for the Building Inspections Division.

INITIATING DEPT: Development Services/Building Inspections Division

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Streamline Municipal Business Processes

COMMENTARY: The recommended interlocal agreement with the South Central Planning and Development Commission (SCPDC) will provide for the set-up, conversion, and launch of a new software system, MyGovernmentOnline (MGO), for the Building Inspections Division to replace the current system and improve both customer experience and staff efficiency. The current system is used for online permit submittal, payment, inspection requests, tracking, contractor registration, inspection results, and a host of critical day-to-day services provided by the Building Inspections Division.

BACKGROUND: Over the past three (3) years, staff has fielded numerous complaints from the contracting community regarding the quality and features of the City's current Building Inspections software system, MyGov. Chief among those concerns is the ability for the software to be easily operated from a mobile phone (i.e. no current mobile app for MyGov), non-user-friendly platform, and general flexibility for the customer (contractor/owner) to be kept up-to-date on multiple projects they may have underway. Additionally, staff has also had trouble with untimely service from MyGov, data/reporting limitations, and general "glitches" in the software that may cause delays and inefficiencies for both the staff and customer. Recent MyGov software upgrades have not improved any of these issues.

In response to the concerns, and in an effort to improve customer service, the customer-side interface, and staff efficiency, a Request for Proposal (RFP) for a new software system was issued in March 2023. An RFP recommendation group was formed to interview, attend demonstrations, and make a recommendation to City Council. The group included City staff and four (4) representatives from the City's Development Stakeholder group. Those representatives included:

- Councilor Bobby Whiteley
- Michael Grassi (Grassi Construction)
- Marvin Groves (Marvin Groves Electric)
- Sabian Santisteven (Syd Litteken Design Concepts)

Eleven (11) companies submitted RFP's and four (4) finalists were selected for demonstrations and interviews with the group. Following those demonstrations and interviews, staff and development representatives met to finalize their recommendation. The group unanimously recommends MGO to the City Council for approval.

MGO is a building inspections software system provided through the South Central Planning and Development Commission (SPDC) based in Houma, Louisiana. The system was developed following Hurricane Katrina in 2005 and was so successful that the SPDC made the software available to other governmental agencies to utilize through an interlocal agreement.

Other Texas cities currently using the software system include:

- Amarillo
- Lewisville
- Cedar Park
- Kerrville
- Georgetown

There will be no up-front set-up cost for the launch of the system, and the annual fee will be \$40,800, which is \$5,000 more in annual cost than the current system. If approved, the cost for the system will be included in the FY 2025 Budget cycle as additional funding is not needed in the current FY 2024 Budget for system set-up. If approved, staff will begin working with the company to convert files and set-up the system beginning in January 2024, with anticipated in-person trainings for staff and contractors, and system and project testing during summer 2024. The system is anticipated to "go-live" on October 1, 2024, to coincide with the new fiscal year.

RECOMMENDATION: Staff and the development community representatives recommend the execution of this interlocal agreement with SPDC for the MGO permitting system.

☒ **Director, Development Services**

☒ **Assistant City Manager**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to enter into an interlocal agreement with the South Central Planning and Development Commission for building inspections software services in the amount of \$40,800

WHEREAS, the City of Wichita Falls wishes to replace its current Building Inspections software system; and,

WHEREAS, the ability to provide these services is critical to safe and timely construction across the city; and,

WHEREAS, the City and selected development representatives engaged in a Request for Proposal (RFP) process to select a company for recommendation to the City Council and is recommending MyGovernmentOnline (MGO);

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

The City Manager is authorized to enter into an interlocal agreement in a form approved by the City Attorney with the South Central Planning and Development Commission for building inspection software services in the amount of \$40,800.

PASSED AND APPROVED this the 5th day of December, 2023.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
December 5, 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 expenditure up to \$20,625 to support a performance agreement with Senderoo, LLC to assist in building improvements at 4385 Seymour Highway 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

- November 16, 2023 – WFEDC Board hears and approves request from Senderoo, LLC.
- December 5, 2023 – City Council to consider ratifying WFEDC budget amendment to facilitate project.

Summary

The attached project summary from the November 16, 2023, meeting of the WFEDC describes the company, project, and funding request. At that meeting, the WFEDC Board approved the request of \$20,625 to assist the company in HVAC system upgrades at the existing warehouse space on Seymour Hwy adjacent to Morrison Supply.

The WFEDC's economic development staff at the Chamber of Commerce, as well as representatives from Senderoo, will be at the City Council meeting to provide details on the project. The WFEDC's November 2023 Financial Report shows the corporation has approximately \$11.5M 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**

WICHITA FALLS ECONOMIC DEVELOPMENT CORPORATION
PROJECT SUMMARY
November 16, 2023

SUBJECT: Project Lucy

INITIATED BY: Vicki Pratt

Overview:

Senderoo, LLC is a warehouse/distribution company new to Wichita Falls that is located at 4385 Seymour Highway, and are requesting assistance for:

- Upgrading infrastructure in their leased building by putting in an HVAC system.

The Project:

The woman-owned company (50%), who operates similar operations in Arizona has signed a 5-year lease agreement with the option to renew for two consecutive 5-year terms, to establish a logistics/warehouse operation here. Their customers are shipping directly to consumers via e-commerce platforms such as Amazon, Walmart, and shopify. Senderoo will manage this process and continue to serve their existing customers, who include wholesalers such as Rite-Aid, H-E-B, specialty boutiques, and pharmacies. Their start-up costs are currently at \$71,690 plus the cost of the lease. The company anticipates hiring an additional 5 full-time positions between end of Q4 2024 and end of Q4 2025. They have already hired 1 full-time position who started in October. Senderoo anticipates staffing to be their largest annual expense and are projected to be \$216,000 in 2024 and \$224,480 in 2025. They will offer kitting and assembly work, along with order fulfillment at this location and some of the SKU's in the product line are climate sensitive and will need to be kept from extreme heat in the warehouse.

The project total investment is estimated at \$110,000 to add an appropriately sized HVAC system to provide heat and air conditioning throughout their 24,000 square foot warehouse and \$55,000 to equip just the warehouse. The owner of their building, Gary Mehan, has committed to covering at least 25% of the cost incurred, or \$13,750, meaning Senderoo would be responsible for \$41,250.

Local Incentive Proposal:

- The company is requesting cash assistance from the Wichita Falls Economic Development Corporation for:
 - Forgivable Loan paid in the amount of up to \$20,625, which is half of the remaining cost Senderoo will be responsible for, as a reimbursement. In the form of 2 lump sums of \$10,312 each; one at year end 2024, and the other at year end 2025.

Estimated Value of Local Incentives – \$20,625

Recommendation:

We are basing the proposed incentives on the basis that Wichita Falls Economic Development Corporation supports entrepreneurial growth and the following assumptions:

- The building owner will invest at least 25% towards the cost of purchase and installation of the HVAC System. Evidence of this investment will be necessary to draw down the funds, this could also be deducted from Senderoo's annual least rate.
- Senderoo, LLC will sign a personal guarantee to pay back any funds drawn if they go out of business before their lease is up.
- Senderoo, LLC must create 5 full-time positions by end of year 2024
- Senderoo, LLC purchases and install and appropriately sized HVAC and shows receipts for the same.
- Loan repayment is calculated at the rate of \$4,125 per full-time position over a two-year period. If expectations are not met, the amount of funds available to draw will be scaled pro-rata to match investment and jobs.

Resolution No. _____

Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC/4A) by amending the budget to include an expenditure up to \$20,625 to support a performance agreement with Senderoo, LLC to assist in building improvements at 4385 Seymour Highway 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 November 16, 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:

Senderoo Project:

- A total up to \$20,625 to support a performance agreement with Senderoo, LLC to assist in building improvements at 4385 Seymour Highway 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 5th day of December, 2023.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
December 5, 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 expenditure up to \$1,175,000 to support a performance agreement with Westlake Chemical related to the proposed expansion of their current 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

- November 16, 2023 – WFEDC Board hears and approves request from Westlake Chemical, formerly North American Pipe.
- December 5, 2023 – City Council to consider ratifying WFEDC budget amendment to facilitate project.

Summary

The attached project summary from the November 16, 2023, meeting of the WFEDC describes the company, project, and funding request. At that meeting, the WFEDC Board approved the request of up to \$1,175,000 to assist the company in their planned 220,000 square foot facility expansion and associated 50 new full-time employees on land at the current facility along Old Iowa Park Road, just west of Loop 11.

The WFEDC's economic development staff at the Chamber of Commerce, as well as representatives from Westlake, will be at the City Council meeting to provide details on the project. The WFEDC's November 2023 Financial Report shows the corporation has approximately \$11.5M 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**

WICHITA FALLS ECONOMIC DEVELOPMENT CORPORATION
PROJECT SUMMARY
November 16, 2023

SUBJECT: Project Certa

INITIATED BY: Vicki Pratt

Overview:

Westlake Chemical, known as Westlake is looking to expand their current operation in Wichita Falls. They plan to:

- Expand their existing facility on the land adjacent by building a 220,000 square foot state-of-the-art facility. They currently own the land intended to be used.

The Project:

The project is an additional facility, located at 3348 Industrial Drive for a long-established Wichita Falls Employer. The new investment will create 50 new full-time jobs to add to their 69 existing full-time positions. The average wage proposed for each position is \$68,000 with a benefit package valued at an additional \$30,000. This is 38% higher than the average annual wage in Wichita County.

The project total investment is estimated at \$134,117,039.00, with \$65,154,588.00 being spent on machinery and equipment.

The company is seeking to establish a Reinvestment Zone from the city for the purpose of securing a 10-year property tax abatement from Wichita County. They are only asking for abatement on the proposed new construction.

Local Incentive Proposal:

- The company is requesting cash assistance from the Wichita Falls Economic Development Corporation for:
 - Forgivable Loan paid in a 3-year drawn down in the amount of \$750,000
 - Cash-for-jobs incentive in the amount of \$375,000 (\$7,500/full-time position)
 - Permit fee reimbursement in the amount of \$50,000

We are basing the proposed incentives on the following assumptions:

- Westlake intends to invest \$134,117,039.00 in Wichita Falls.
- Addition of 50 new full-time employees paid 38% higher than the current average annual salary for Wichita County
- Company will retain existing 69 full-time positions
- All incentives are considered performance based and will only be paid once performance markers are met and documented.
- Company will provide date to assist in the compliance process

Resolution No. _____

Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC/4A) by amending the budget to include an expenditure up to \$1,175,000 to support a performance agreement with Westlake Chemical related to the proposed expansion of their current 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 November 16, 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:

Westlake Chemical Project:

- Up to \$1,175,000 to support a performance agreement with Westlake Chemical related to the proposed expansion of their current 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 5th day of December, 2023.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
December 5, 2023

ITEM/SUBJECT: Conduct a public hearing and consider a resolution declaring the City of Wichita Falls' eligibility and intention to participate in the Texas Tax Abatement Program to promote development and redevelopment and adopt guidelines and criteria for tax abatement in the City of Wichita Falls.

INITIATING DEPT: Legal

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice effective governance

COMMENTARY: State law provides that tax abatement guidelines and criteria automatically expire after two years. Consequently, the Council must once again declare its intent to participate in tax abatement. The attached resolution accomplishes this and will allow the City to participate in tax abatement with qualified applicants in accordance with the stated guidelines. These guidelines are general in nature and will give the City Council a great deal of flexibility in considering tax abatement requests.

☒ City Attorney

ASSOCIATED INFORMATION: Resolution attached.

☒ Budget Office Review

☒ City Attorney Review

☒ City Manager Approval

Resolution No. _____

Resolution reauthorizing the City of Wichita Falls' participation in the Texas Tax Abatement Program to promote development and redevelopment and renew guidelines and criteria for tax abatement in the City of Wichita Falls

WHEREAS, the City Council of the City of Wichita Falls, Texas, desires to promote the development/redevelopment of certain contiguous geographic areas within its jurisdiction; and,

WHEREAS, the City of Wichita Falls, Texas, is authorized to enter into Tax Abatement Agreements for commercial-industrial or residential purposes, as authorized by Chapter 312 of the Texas Tax Code; and,

WHEREAS, the Texas Tax Code requires the City of Wichita Falls, Texas, to establish guidelines and create criteria for the designation of reinvestment zones, and to enter into Tax Abatement Agreements.

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

1. The City of Wichita Falls, Texas, declares it is eligible for and intends to reauthorize participation in a Tax Abatement Program.

2. The City of Wichita Falls, Texas, hereby renews the following Guidelines and Criteria for Tax Abatement for use in the City's Tax Abatement Programs:

- (1) The City Council of the City of Wichita Falls shall have the right, granted under Texas statutes, to approve or disapprove the creation of any recommended Tax Reinvestment Zone.
- (2) The Tax Reinvestment Zone must be reasonably likely to contribute to the retention or expansion of primary employment or attract significant capital investment that will benefit the City's economic development.
- (3) The Tax Reinvestment Zone authorization granted by the City Council must meet all criteria established by the authorizing legislation.
- (4) The Tax Reinvestment Zone must not require extraordinary capital improvement financing by the City.
- (5) The Tax Reinvestment Zone applicant must have a successful business operating history of at least one year in the community or municipal references establishing successful operations.

- (6) The Tax Reinvestment Zone applicant must have a secondary impact on the local economy through the use of local contractors and service businesses.
- (7) The agreement to create Tax Reinvestment Zones will not exceed the maximum period allowed by law of 10 years.
- (8) The agreement to create Tax Reinvestment Zones will pro-rate taxes on property improvements not less than 10%, nor more than 100%.
- (9) The City Council reserves the right to negotiate any other provisions with an individual business allowed by law.

PASSED AND APPROVED this the 5th day of December, 2023.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA December 5, 2023

ITEM/SUBJECT: Resolution approving the programs and expenditures of the Wichita Falls Type B Sales Tax Corporation Board of Directors and amending the budget to include funding up to \$760,688 to the City of Wichita Falls for the required 20% local match plus related ancillary costs to support a TxDOT grant to construct the section of the Circle Trail along the Wichita River between Camp Fire and Lucy Park.

INITIATING DEPT: City Manager's Office

STRATEGIC GOAL: Provide Quality Infrastructure

STRATEGIC OBJECTIVE: Complete Signature Public Improvements

COMMENTARY: TEXAS LOCAL GOVERNMENT 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."

Timeline

- April 18, 2023 – City Council approves resolution allowing for the City to submit a grant request to the state of Texas for the project;
- October 26, 2023 – The City is notified by the state that the 80% grant request has been approved, subject to the 20% matching requirements.
- November 2, 2023 – Board to conduct public hearing and consider funding request;
- December 5, 2023 – City Council to consider ratifying budget amendment supporting the project.

At its November 2, 2023 meeting, the corporation's Board conducted a public hearing and approved an up to \$760,688 expenditure to continue the long-standing Circle Trail funding partnership between the City and the 4B corporation, and would facilitate the completion of 1 of the last 2 sections of the 26-mile Circle Trail project. This 1,750± foot section of trail along the Wichita River has a higher than customary cost estimate due to several factors including its location near the bottom of the River, the need for 8-foot high retaining walls along most if not all of the length of the project, limited access to the site, and improvements adjacent to the Camp Fire site that were agreed upon during easement acquisition negotiations several years ago.

The graphic and photos, below, show the subject location along the Wichita River as well as the current terminus of the Trail adjacent to Camp Fire.

The Board's financial report from its November 2, 2023 meeting shows approximately \$8.0M in available funds for new projects.

TxDOT Grant (80%):	\$2,742,753.00
City of WF Match (20%):	\$ 685,688.00
Overhead costs to TxDOT:	\$ 75,000.00
Total Project cost:	\$ 3,503,441.00

Staff recommends approval of the resolution.

☒ **Assistant City Manager**

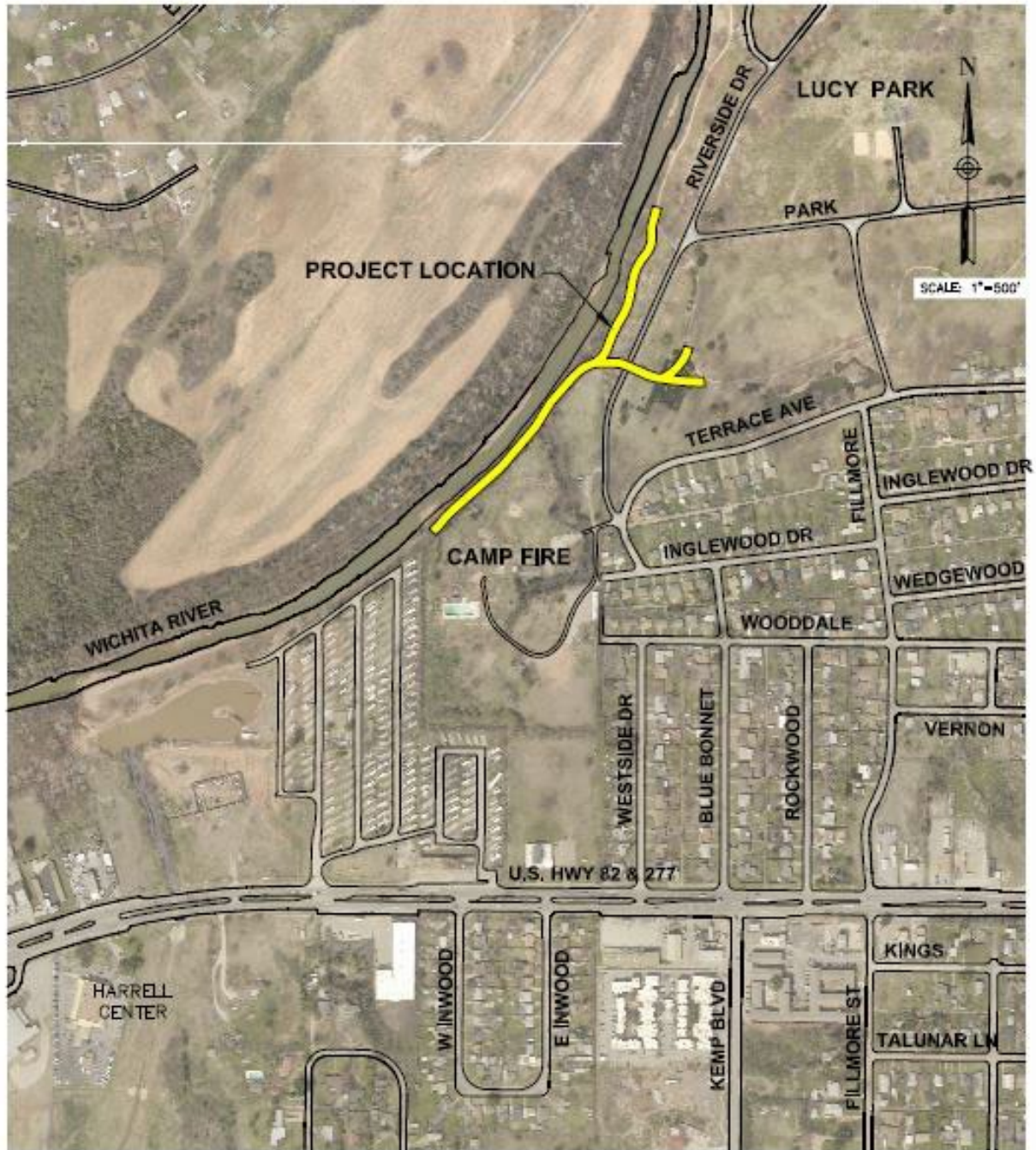
ASSOCIATED INFORMATION: Resolution

☒ **Budget Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

HIKE & BIKE TRAIL WEST OF CAMP FIRE TO LUCY PARK



LOCATION MAP

MAY 2021



Resolution No. _____

Resolution approving the programs and expenditures of the Wichita Falls Type B Sales Tax Corporation Board of Directors and amending the budget to include funding up to \$760,688 to the City of Wichita Falls for the required 20% local match plus related ancillary costs to support a TxDOT grant to construct the section of the Circle Trail along the Wichita River between Camp Fire and Lucy Park

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 November 2, 2023, the Wichita Falls Type B Sales Tax Corporation 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 Type B Sales Tax Corporation's approval and funding of the following programs and expenditures, in a total amount not to exceed **\$760,688** as described below and in said corporation's agenda, is approved:

\$760,688 to the City of Wichita Falls for the required 20% local match plus related ancillary costs to support a TxDOT grant to construct the section of the Circle Trail along the Wichita River between Camp Fire and Lucy Park

2. The current fiscal year budget of the Type B Sales Tax Corporation is amended to provide for the aforementioned expenditures and changes thereto.

PASSED AND APPROVED this the 5th day of December, 2023.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
December 5, 2023

ITEM/SUBJECT: Resolution authorizing the City Manager to renew non-annexation agreements with Vitro Flat Glass, Pratt & Whitney, Nustar Logistics, Valero Energy, Plains Pipeline, and Howmet Aerospace, guaranteeing each immunity from annexation for a certain term

INITIATING DEPT: City Manager's Office

STRATEGIC GOAL: Accelerate Economic Growth

STRATEGIC OBJECTIVE: Pursue...High Value Businesses

COMMENTARY:

The City has a series of long-standing non-annexation agreements with several local companies including Vitro Flat Glass (formerly PPG), Pratt & Whitney, Howmet Aerospace (formerly Arconic), as well as Plains Pipeline and Valero/NuStar which are the oil storage facilities on Harding St. just east of town. These agreements require the companies to provide to the City annually a Payment in Lieu of Taxes, and are otherwise known as "PILOT" agreements. Since the 1970's, the City has entered into PILOT agreements as a tool to attract and retain industry. Essentially, the agreements guarantee the companies' immunity from annexation, and requires the companies to pay the City in-lieu of city property taxes a percentage of what they would have been assessed in city property taxes had they been within the city limits. Historically, as the City has renewed these agreements, the percentages for calculating payments to the City are adjusted with the intent of gradually requiring the industry to pay the City an amount equal to what would be assessed if the property were within the City limits. In exchange, the City provides the companies "in-City" rates for water/sewer service, and provides City fire department service. Additionally, the companies by being outside of the City limits are not subject to most City building/permitting requirements, nor do they pay City franchise fees for their electric service.

The most recent versions of these agreements with the six (6) mentioned companies have expired, and the City staff has been negotiating potential renewals with each over the last few months. The chart below shows the PILOT from the recently expired agreements with each company, as well as the proposed PILOT payment being considered today:

	Current % (expired agreement)	Proposed % (new agreement)	Proposed Term/Notes
Vitro	Main Facility: 100% Jumbo Coater: 25%	Main Facility: 100% Jumbo Coater: <ul style="list-style-type: none"> • 2023-30: 40% • 2031: 60% • 2032: 80% • 2033-38: 100% 	<ul style="list-style-type: none"> • 15-year term 2023 – 2038 • \$80M-\$100M plant renovations starting in 2026
Pratt & Whitney	<\$10M: 80% >\$10M: 65%	<\$10M valuation: 90% >\$10M valuation: 75%	7-year term 2023 - 2030
Valero/NuStar	2007-10: 40% 2011: 75% 2012: 80% 2013-22: 85%	2023: 85% 2024-26: 90% 2027-29: 95%	7-year term 2023 - 2030
Plains Pipeline	2009-10: 40% 2011: 75% 2012-14: 80% 2015-22: 85%	2023: 85% 2024-26: 90% 2027-29: 95%	7-year term 2023 - 2030
Howmet	100%	100%	7-year term 2023 - 2030

Additionally, each company under their previous agreements were required to dispose of all solid waste at the City's landfill. That will continue in the proposed new agreements. If approved, the new agreements would be retroactive to January 1, 2023.

Staff recommends approval of the resolution authorizing the City Manager to enter into renewal agreements pursuant to the terms in the chart, above.

☒ **Assistant City Manager**

ASSOCIATED INFORMATION:

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to renew non-annexation agreements with Vitro Flat Glass, Pratt & Whitney, Nustar Logistics, Valero Energy, Plains Pipeline, and Howmet Aerospace, guaranteeing each immunity from annexation for a certain term

WHEREAS, the City of Wichita Falls desires to continue a series of long-standing non-annexation agreements with several local industries; and,

WHEREAS, the City of Wichita Falls has since the 1970's used non-annexation agreements as economic development tools to attract and retain industry and primary jobs; and,

WHEREAS, the City of Wichita Falls desires to extend these agreements for additional terms which will provide annual payments from the industries to the City in-lieu of City property taxes had the industries been within the City limits.

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

The City Manager is hereby authorized to enter into the renewal of non-annexation agreements in a form approved by the City Attorney, with Vitro Flat Glass, Pratt & Whitney, Nustar Logistics, Valero Energy, Plains Pipeline, and Howmet Aerospace, guaranteeing each immunity from annexation in accordance with the terms provided for in the related agenda item.

PASSED AND APPROVED this the 5th day of December, 2023.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
December 5, 2023

ITEM/SUBJECT: Discussion regarding mayoral-initiated item for potential modification of the *Wichita Falls Code of Ordinances, Section 2-31 Designated Meetings, and Section 2-60 Regular Meetings*, addressing location and time.

INITIATING DEPT: Legal

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice effective governance

COMMENTARY: The Mayor has requested that Council engage in a public discussion to modify Sections 2-31 and 2-60 of the Wichita Falls Code of Ordinances. The discussion will include the necessity of relocating regular council meetings during the City Hall renovation as well as an evaluation of a possible shift of one or more of the standard 8:30 a.m. council meetings to the evening. Currently, Sections 2-31 and 2-60 read as follows:

Section 2-31 Designated Meetings

In accordance with Charter section 34, the regular meeting times of the city council shall be the first Tuesday and third Tuesday of each month, at 8:30 a.m. Regular meetings shall be held in the council chamber in the municipal auditorium.

Section 2-60 Regular Meetings

A regular meeting is one during which the city council takes official action. They are held on the first and third Tuesday of each month, unless the meeting is rescheduled or cancelled. All regular meetings shall begin at 8:30 a.m. The city council by a majority vote at a regular meeting, may change the days or times of meetings as circumstances necessitate. Meetings shall be held at city hall unless another convenient place within the city is designated by the meeting agenda. (Charter section 34)

☒ **City Attorney**

ASSOCIATED INFORMATION:

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**
