

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 Heggglund, City Attorney
Marie Balthrop, City Clerk



Notice Of Regular Meeting Of The Mayor And City Council Of The City Of Wichita Falls, Texas, To Be Held In The City Council Chambers, Memorial Auditorium, 1300 Seventh Street, Tuesday, February 6, 2024, 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 Craig Lile
Faith Baptist Church

(b) Pledge of Allegiance
3. Presentations

(a) Employee of the Month – Danny Aviles, Public Works/Water Distribution

(b) Proclamation – Black History Month, Wichita Falls Alliance for Arts and Culture
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 meeting minutes of the Mayor and City Council.
 - (a) January 16, 2024, Regular Meeting
 - (b) January 30 & 31, 2024, Special Meeting
6. Resolutions
 - (a) Resolution authorizing the City Manager to award bid and contract for the 2024 Alley Rehabilitation Project to Chad & Brandi, Inc. DBA Wilson Contracting in the amount of \$493,005.52
7. Receive Minutes
 - (a) Wichita Falls-Wichita County Public Health District, September 8, 2023
 - (b) Wichita Falls Metropolitan Planning Organization Technical Advisory Committee, October 5, 2023
 - (c) Planning & Zoning Commission, December 13, 2023

REGULAR AGENDA

8. Public Hearings & Ordinances
 - (a) Public Hearing for the FY 2022 and FY 2023 Transit Grant for Capital, Planning and Operating Assistance for the Wichita Falls Transit System
 - (b) Ordinance appropriating \$4,343,552 in Federal Transit Administration funds and \$900,065 in State Funds for the FY 2022 and FY 2023 Section 5307 Transit System and authorizing the City Manager to execute all necessary funding agreements related hereto
 - (c) Ordinance accepting \$324,572 for the Public Transportation Division from the Federal Transit Administration for FY 2022 and FY 2023 Section 5339 Bus and Bus Facilities Formula Grants
9. Resolutions
 - (a) Resolution authorizing the purchase of four (4) Quantum Automatic Wheelchair Securements from Gillig, LLC for the Public Transportation Division in the amount of \$58,773.32
 - (b) Resolution authorizing the City Manager to amend/designate Stephen Calvert,

Director of Finance/CFO, and Susan White, Assistant Director of Finance, as the authorized representatives for Texas Local Government Investment Pool (TexPool), a public funds investment pool

- (c) Resolution authorizing the submittal of a grant application and designation of Authorized Official to the State Homeland Security Grant Program via the Office of the Governor for HAZMAT Enhanced Equipment
- (d) Resolution authorizing the submittal of a grant application and designation of Authorized Official to the FY 2024 State Homeland Security Grant Program via the Office of the Governor for Technical Rescue Equipment
- (e) Resolution authorizing the submittal of a grant application and designation of Authorized Official to the FY 2024 State Homeland Security Grant Program via the Office of the Governor for a sUAS Equipment Project
- (f) Resolution authorizing the City Manager to grant a one-year extension of the existing contract with American Medical Response Ambulance Service, Inc. (AMR)
- (g) Resolution authorizing the City of Wichita Falls's continued participation with the Oncor Cities Steering Committee (OCSC); and authorizing the payment of ten cents per capita to the Oncor Cities Steering Committee to fund regulatory and Legal Proceedings and Activities Related to Oncor Electric Delivery Company, LLC
- (h) Resolution authorizing the City Manager to make application for a grant from the Office of the Governor, FY2025 Criminal Justice Grant Program, in the amount up to \$65,000.00

10. Other Council Matters

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

11. Adjourn

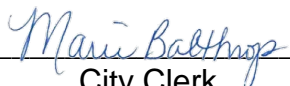
Spanish language interpreters, deaf interpreters, Braille copies or any other special needs will be provided to any person requesting a special service with at least 24 hours' notice. Please call the City Clerk's Office at 761-7409.

Every item on this agenda shall be considered a public hearing. Regardless of the agenda heading under which any item is listed, any word or phrase of any item listed on this agenda shall be considered a subject for consideration for purposes of the Texas Open Meetings Act and other relevant law, and City Council may deliberate and vote upon any such subject and resolutions related thereto. Resolutions, ordinances, and other actions concerning any word, phrase, or other subject may be voted upon, regardless of any language of limitation found in this agenda or any document referring to such action. Any penal ordinance, development regulation or charter provision of the City of Wichita Falls or item which is funded by the current or next proposed City of Wichita Falls budget, including, without limitation, any street, water pipe, sewer, drainage structure, department, employee, contract or real property interest of the City of Wichita Falls,

may be discussed and deliberated, and the subject is hereby defined as such without further notice. Any item on this agenda may be discussed in executive session if authorized by Texas law regardless of whether any item is listed under "Executive Sessions" of this agenda, regardless of any past or current practice of the City Council. Executive sessions described generally hereunder may include consideration of any item otherwise listed on the agenda plus any subject specified in the executive session notice. Executive sessions described generally hereunder are closed meetings, may include consideration of any item otherwise listed on the agenda plus any subject specified in the executive session notice, and may include items under Texas Government Code Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.084, and/or 551.087.

CERTIFICATION

I certify that the above notice of meeting was posted on the bulletin board at Memorial Auditorium, Wichita Falls, Texas on the 1st day of February, 2024 at 11:30 o'clock a.m.



City Clerk

CITY COUNCIL AGENDA
February 6, 2024

ITEM/SUBJECT: Employee of the month.

INITIATING DEPT: Public Works - Utilities

NAME: Danny Aviles

DEPARTMENT: Water Distribution

HIRE DATE: 7/24/2002

PRESENT POSITION: Heavy Equipment Operator

COMMENTARY: Presentation of the Employee of the Month Award (plaque, letter of appreciation, gift card to a local restaurant, and a check for \$200.00).

☒ **Director of Human Resources**

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**



City of Wichita Falls
City Council Meeting
Minutes
January 16, 2024



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

Mayor Short called the meeting to order at 8:27 a.m.

Item 2a – Invocation

Major Joe Burton, Salvation Army, gave the invocation.

Item 2b – Pledge of Allegiance

Mayor Short led the Pledge of Allegiance.

Item 3a – Employee of the Month – Officer Danny Saravane, Police Department
8:28 a.m.

Mayor Short recognized Danny Saravane as Employee of the Month for January 2024 and shared a brief video. Mayor Short congratulated Mr. Saravane and presented him with a plaque, letter of appreciation, dinner for two, and a check, and thanked him for his service.

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Item 3b – Proclamation – Financial Aid Awareness Month – Café con Leche, Midwestern State University, Vernon College, WFISD, Wichita Falls Chamber of Commerce and Zavala Hispanic Cultural Initiative

8:31 a.m.

Mayor Short read a proclamation proclaiming January 2024 as College Financial Aid Awareness Month in Wichita Falls and urged all citizens to encourage students to take the necessary steps to apply for college so they can achieve their dreams and positively impact the future success of our community and our nation.

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Item 3a – Recognition and Presentation of Historic Markers – West Floral Heights Historic District

8:35 a.m.

Karen Montgomery-Gagne discussed the West Floral Heights Historic District, how the historic marker project was initiated to increase awareness of the district, and the ceremonial presentation of the first marker. Mayor Short presented the first historic Marker for the West Floral Heights Historic District to Kim Tigrett, West Floral Heights Neighborhood Association Past President. Janel Ponder Smith, Landmark Commission Liaison for the West Floral Heights Historic District, provided a history of the neighborhood, and thanked the City of Wichita Falls, current and former Mayors and City Councilors, City Staff, and Karen Montgomery-Gagné for their support.

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Item 4 – Comments from Citizens

8:40 a.m.

There were no comments from citizens.

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Item 5-6 – Consent Items

8:40 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

Item 5 – Approval of Minutes of the December 19, 2023, Regular Meeting of the Mayor and City Council

Item 6a – Resolution 01-2024

8:45 a.m.

Resolution authorizing the City Manager to award bid and contract for the Jasper High Service Pump Replacement Project to Trew Contracting Solutions, LLC in the amount of \$610,000.00.

Item 6b – Resolution 02-2024

8:47 a.m.

Resolution authorizing the purchase of a Washer Compactor for the Northside Wastewater Treatment Plant, from Vision Equipment., in the amount of \$90,850.00.

Item 7 – Receive Minutes

(a) Planning & Zoning, October 11, 2023

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

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Item 8a – Ordinance 01-2024

8:41 a.m.

Ordinance amending the City Code of Ordinances, Appendix A – Subdivision and Development Regulations, to amend platting requirements and formally adopt a Pavement Design Manual to comply with regulations as set forth in Texas House Bill 3699
Moved by Councilor Browning to approve Resolution Ordinance 01-2024.

Motion seconded by Councilor Smith.

Terry Floyd, Director of Development Services discussed the proposed changes and stated staff will continue to hold meetings with the Planning and Zoning Commission (P&Z) to discuss future proposed changes to the Ordinance.

Councilor Whiteley stated that he attended the P&Z meeting and he feels that there is still some confusion regarding changes having to go directly to the City Council as opposed to going through the P&Z first. He recommends that the P&Z evaluate all recommended changes. There was brief discussion regarding this recommendation, and Mr. Floyd stated that staff has followed this process even though it is not in the Ordinance.

Mr. Heggland stated that the law allows for the P&Z to review any changes to the planning code before it goes before the City Council, and staff has indicated they will continue to take all changes to the P&Z first. There was brief discussion regarding making this change to the ordinance today, or addressing it through staff expectations.

Councilor Browning agreed with Councilor Whiteley, and stated that they are not concerned about current staff, but would like make sure this process continues in the future.

Mr. Heggland suggested the following amendment to Section 1: The following ordinance amendments to the City Code of Ordinances, Appendix A – Subdivision and Development Regulations – as attached herein in Exhibit 1 are adopted, and further all future changes and modifications to this appendix A shall first go through the Planning and Zoning Commission for a recommendation prior to coming to the City Council for final approval.

Moved by Councilor Whiteley moved to amend the Ordinance as stated by Mr. Heggland.

Motion to amend was seconded by Councilor Browning.

Tanner Wachsman, 5689 Blackstone Dr., addressed the Council and stated that he is in support of the modifications being made and thanked the Council for taking time to take a closer look at the Ordinance. He discussed possible future discussions regarding the Storm Water and Pavement Design Manuals to make them a more intuitive set of regulations which are not as strict to allow for carefully thought out alternative means of compliance to be accepted. The development community would like to assist staff with crafting language changes for the policies to address development issues.

Michael Grassi, #7 Amber Valley, addressed the Council as a member of the P&Z to discuss HB 3699 and the requirement to bring together the Subdivision Ordinance and Storm Water and Pavement Design Manuals. Previously, the proposed ordinance allowed for staff to make changes without City Council approval and that did not receive a

favorable recommendation from the P&Z. The Ordinance presented today is still missing the notification period to notify stakeholders that changes are going to be recommended prior to going to the P&Z. There was brief discussion regarding the recommended timeframe for the notification period. Councilor Browning agreed with Mr. Grassi's recommendation.

Mr. Leiker discussed the recommendation to ensure staff understood correctly that the 180 days is for the P&Z to work with staff on reviewing the development regulations from start to finish, and the 90 days would be a notification period to the stakeholders to provide them time to review future recommendations prior to review by the P&Z. There was brief discussion regarding how this review period would allow the stakeholders and P&Z to come to an agreement prior to the final Ordinance being presented to the City Council.

There was brief discussion regarding amending the current motion. Mr. Heggland recommended adding the following sentence after the previous amendment: The City shall give the Planning & Zoning Commission 60 days prior notice of any such changes to the Subdivision regulations prior to being amended and shall do so in writing. Mr. Heggland stated that he is using P&Z instead of stakeholders as stakeholders is not defined in the Ordinance, and by notifying the P&Z they can reach out to the stakeholders.

Councilor Whiteley asked to add the sentence as proposed by Mr. Heggland to his current motion.

The amended motion with the additional sentence was seconded by Councilor Browning.

Motion to amend the main motion carried by the following vote:

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

Nays: None

Councilor Nelson asked about the changes to the signature block, and Mr. Floyd stated that it was due to a change in his title.

The motion to approve the main motion as amended carried by the following vote:

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

Nays: None

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Item 8b – Ordinance 02-2024

9:11 a.m.

Ordinance making an appropriation to the Special Revenue Fund in the amount of \$7,000.00 for grant funding from the Dallas Internet Crimes Against Children Task Force, which is administered by the City of Dallas Reimbursement Program.

Moved by Councilor Browning to approve Ordinance 02-2024.

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

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

Nays: None

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Item 9a – Resolution 03-2024

9:12 a.m.

Resolution authorizing the purchase of Eleven (11) 911 Define Console Systems through the H-GAC (Houston-Galveston Area Council) Cooperative Purchasing Program from Russ Bassett Corporation in the amount of \$292,931.91.

Moved by Councilor Browning to approve Resolution 03-2024.

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

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

Nays: None

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Item 9b – Resolution 04-2024

9:15 a.m.

Resolution authorizing award of bid to Retail Motorcycle Ventures, Inc. for the purchase of three (3) BMW Police Motorcycles for the Wichita Falls Police Department in the amount of \$92,933.31.

Moved by Councilor Browning to approve Resolution 04-2024.

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

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

Nays: None

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Item 9c – Resolution 05-2024

9:19 a.m.

Resolution authorizing the purchase of equipment and installation services for FY 2024 Wichita Falls Police Department patrol units through the BuyBoard Purchasing Cooperative from Dana Safety Supply, Inc. in the amount of \$133,464.65.

Moved by Councilor Browning to approve Resolution 05-2024.

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

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

Nays: None

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Item 9d – Resolution 06-2024

9:20 a.m.

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 \$285,000 to support a performance agreement with Covercraft Industries related to the proposed expansion of their current operations in Wichita Falls.

Moved by Councilor Browning to approve Resolution 06-2024.

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

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

Nays: None

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Item 9e – Resolution 07-2024

9:23 a.m.

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 \$36,500 to support a performance agreement with Seasons Eatings Snack Company, LLC related to the proposed expansion of their current operations in Wichita Falls.

Moved by Councilor Browning to approve Resolution 07-2024.

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

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

Nays: None

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Item 10 – Appointments to Boards and Commissions

9:30 a.m.

Moved by Councilor Battaglino to make the following appointments to the Lake Wichita Revitalization Committee:

Place 2 – Move Stephen Garner from Place 7 to Place 2 – Park Board Rep., term to expire 07/31/2027.

Place 3 – Joshua Whittiker, term to expire 07/31/2027

Place 7 – Jack Roe, term to expire 07/31/2027

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

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

Nays: None

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Moved by Councilor Battaglino to appoint Luis Severin to Place 10 on the Park Board with a term to expire 12/31/2025.

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

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

Nays: None

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Item 11 - Announcements concerning items of community interest from members of the City Council. No action will be taken or discussed.

9:32 a.m.

Councilor Taylor thanked the first responders in Wichita Falls and surrounding areas, as he has had two life events recently requiring their support, and he feels the communities in North Texas are very fortunate to have these highly qualified individuals. He thanked the community for the outpouring of prayers and support for him and his family for the loss of his son.

Councilor Whiteley gave kudos to the employee of the month, kudos to staff for raising the amount of the employee of the month check, and thank you to everyone in the audience for attending. He said it was refreshing to see the City Council vote unanimously for economic development issues.

Councilor Browning presented Mayor Short with a ceremonial key to the City.

Councilor Battaglino congratulated Officer Seravane as employee of the month, and extended his thoughts and prayers to Councilor Taylor for the loss of his son Ralf. Councilor Battaglino stated the MLK Breakfast was so moving and Ms. Nesbitt's singing was incredible. He discussed upcoming deployments and stated he has been able to delay a few of them so he does not miss City Council meetings. Next Monday is his first Town Hall meeting for District 4 and it will be held at American Legion Post 169, 4615 Lakeshore Drive at 5:00 p.m.

Councilor Nelson congratulated Ron Kitchens and stated he is doing a very good job at the Chamber of Commerce. He has been tracking things that have happened in Wichita Falls and the difference in the Chamber of Commerce now from before is night and day. Councilor Nelson stated that previously companies were going to go around the Chamber of Commerce, and he had a good meeting with Ron Kitchens where they discussed individuals that had been left out, which he stated was official and institutional oppression. He recommended to John Burrus, Director of Aviation, Traffic, and Transportation, that Terry Parks get at least four vehicles in the parks department, and encourage citizens to watch for frostbite during the cold weather. He stated that the Council is not here to throw anyone under the bus, they are just an oversight, and he appreciates the discussion on the subdivision ordinance today.

Councilor Smith stated that recently in his neighborhood the City has added bicycle lanes and he has received calls about confusion regarding these lanes. Mr. Burrus discussed that there is room for parking by the curb adjacent to the bicycle lane, and citizens can

call his office for any questions. Councilor Smith suggested putting information on social media describing how the bicycle lanes should be used. He also stated that at Midwestern Parkway in the area where students cross to go to fitness center he did not see a marked crosswalk. Mr. Burrus will check into this. Last week Will Kelty invited Councilors to tour The Kate building which has student type housing and future apartments. It is a nice facility and a good addition to development. They also looked at the temporary city spaces in Big Blue and more information will be coming regarding where city departments will be relocated to during the renovation of Memorial Auditorium.

Mr. Leiker stated he will get with PIO staff for drawings and examples for bicycle lanes. He also stated that last week Housing, Neighborhood Resources, and Code Enforcement moved to their new location, and the remainder will move after the second meeting in February and finish the middle March. Beginning the second meeting in March Council meetings will be moved to the MPEC. Blake Jurecek, Assistant City Manager, discussed a decommission ceremony that will be held at the last meeting in Memorial Auditorium.

Councilor Taylor asked if the meetings will still be live streamed on cable television, and Mr. Jurecek said they would.

Mayor Short, recognized Stephen Calvert as the newly appointed CFO/Director of Finance and congratulated him. He expressed his condolences to the Taylor family, stated that it was an honor to attend and participate in Ralf's service, and he hopes God still holds them in the palm of His hand. He recognized Dawn Thompson & Lisa Roffman with Homeless Lives Matter for raising money to assist with providing warm meals and shelter during the cold weather. Citizens can search "You're Enough" to find more information about making donations. He also thanked the Salvation Army, City of Wichita Falls employees, and TxDOT for their work in keeping people safe, warm, and informed. We have such a caring community and after three days of winter he fills it is over, and he asked God to send rain to fill our lakes.

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Item 12 – Executive Sessions

City Council adjourned into Executive Session at 9:48 a.m. in accordance with Texas Government Code §551.087, §551.074 and §551.071.

City Council reconvened at 11:29 a.m.

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

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Item 13 –Adjourn

Mayor Short adjourned the meeting at 11:29 a.m.

PASSED AND APPROVED this 6th day of February 2024.

Tim Short, Mayor

ATTEST:

Marie Balthrop, TRMC, MMC
City Clerk



City of Wichita Falls
City Council Meeting
Minutes
January 30 & 31, 2024



The City Council of the City of Wichita Falls, Texas met in special council/staff planning session on the above date in the Multi-Purpose Events Center at 8:36 o'clock a.m. with the following members present.

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

Mayor Short welcomed everyone in attendance.

Facilitator Ron Cox discussed the itinerary, and expectations of the workshop.

Mr. Cox facilitated a discussion about governance, and asked the Mayor and Councilors why they ran for office, and to discuss their attributes. He discussed attributes of great leaders, enemies of great leaders, and how the City of Wichita Falls will lead moving forward. Mr. Cox discussed meaningful communication, and asked the Council to define their expectations for communication. There was discussion regarding the relationship between staff and Council, and the Council Manager form of government. Mr. Cox facilitated a discussion regarding the role of the City Council, and asked the Council to define their expectations of each other, and staff.

Mayor Short discussed his expectations, the importance of building relationships and trust, and being a team working together towards the same goals. He discussed how we may not always agree, but we have to be able to disagree and talk through things and understand it is not personal. He discussed his expectations of getting results, not being afraid to do big things, and sharing ideas. He is looking for creative thinking and proactive solutions to move ahead to address issues like water security, economic development,

and downtown development, and stated that it is not time to tap the breaks on things that are already moving forward. Councilor Taylor discussed how we do not need change as change implies something is wrong, but we need to embellish and improve upon what we already have. Councilor Whiteley discussed the importance of strategic goals, and how there are ancillary issues that come up that take our eyes off the ball and require us to refocus. Councilor Nelson discussed the importance of awareness between Council, staff, and boards.

Mr. Cox discussed the importance of balancing responsibilities, and facilitated a discussion regarding what the staff expects from the City Council, and how failures happen when clear expectations are not set.

The discussion shifted to our vision, as governance is about proactive vision and planning, rather than allowing the budget to drive the plan. There was discussion about what the key elements are for the vision for Wichita Falls, and quality of life expectations. Council looked at the current vision statement and discussed how the current vision statements fits their expectations. He then discussed how the mission statement is where we get to our vision, and Council discussed possible changes to the Mission and Vision statements.

The meeting recessed at 11:45 for lunch.

The meeting reconvened at 12:50.

All Directors joined the City Council and management staff for the afternoon session, and Mr. Cox recapped the discussions held during the morning session. Council and staff divided into four groups and participated in a SWOT analysis and listed the strengths and weaknesses of the City and the Community. The groups then provided a list of opportunities for each area of weakness, and Mr. Cox led a discussion regarding threats that may keep us from moving forward with these opportunities. Mr. Cox asked the group to describe how they felt about the process today, and all staff comments were positive.

Mr. Cox presented a recap of the day and an overview of the goals for day two.

The meeting recessed for the day at 4:40 p.m.

The meeting reconvened at 8:30 a.m. on Wednesday, January 31, 2024. The same members were in attendance.

Mr. Cox led a review of the first day, the updated Vision and Mission Statement, and the four strategic focus areas that were identified. There was discussion regarding the opportunities we have to address the weaknesses discussed yesterday, and threats that can keep us from reaching our goals. Council identified their top priorities, and there was brief discussion about those priorities.

Mr. Cox will meet with staff on February 12, 2024, to develop an implementation plan. After the implementation plan is completed he will present the plan to the City Council and Staff.

Mayor Short thanked everyone in attendance, thanked Mr. Cox for his work, and complimented the process he used. Mayor Short opened the floor to public comments but there were none.

The meeting adjourned at 10:32 a.m.

PASSED AND APPROVED this 6th day of February, 2024.

Tim Short, Mayor

ATTEST:

Marie Balthrop, TRMC, MMC
City Clerk

CITY COUNCIL AGENDA
February 6, 2024

ITEM/SUBJECT: Resolution authorizing the City Manager to award bid and contract for the 2024 Alley Rehabilitation Project to Chad & Brandi, Inc. DBA Wilson Contracting in the amount of \$493,005.52.

INITIATING DEPT: Public Works

STRATEGIC GOAL: Provide Adequate Infrastructure

STRATEGIC OBJECTIVE: Complete Public Improvement Projects

COMMENTARY: On January 23, 2024, bids were opened for the 2024 Alley Rehabilitation Project. This project is generally described as the rehabilitation of various concrete alleys and transfer station floor repairs and associated work. The budget amount for this project is \$530,000.00.

The bids received for this project, which include the Base Bid and Add/Alts # 1 & 2, are as follows:

<u>COMPANY</u>		<u>AMOUNT</u>
Chad & Brandi, Inc. DBA Wilson Contracting	– Wichita Falls, TX	\$ 493,005.52
Scales Concrete Construction	– Wichita Falls, TX	\$ 630,339.00

Chad & Brandi, Inc. DBA Wilson Contracting is a local contractor that has successfully completed similar projects for the City in the past, and therefore, staff recommends award of the contract to Chad & Brandi, Inc. DBA Wilson Contracting which includes the Base Bid and Add/Alts # 1 & 2, based on unit price quantities.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution , Bid Tab, Location Maps

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to award bid and contract for the 2024 Alley Rehabilitation Project to Chad & Brandi, Inc. DBA Wilson Contracting in the amount of \$493,005.52

WHEREAS, the City of Wichita Falls has advertised for bids for the 2024 Alley Rehabilitation Project; and,

WHEREAS, it is found that the lowest responsible bidder is Chad & Brandi, Inc. DBA Wilson Contracting who made a unit price bid with an estimated total of \$493,005.52.

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

The unit price bid for the 2024 Alley Rehabilitation Project is awarded to Chad & Brandi, Inc. DBA Wilson Contracting in an estimated total amount of \$493,005.52, and the City Manager is authorized to execute a contract for the City, in a form approved by the City Attorney, with said Contractor for the construction of such project.

PASSED AND APPROVED this the 6th day of February, 2024.

MAYOR

ATTEST:

City Clerk

2024 Alley Rehabilitation Project
CWF24-530-09
BID DATE: JANUARY 23, 2024

BASE BID			
Pay Item	Description	Unit	Quantity
107-TS	Trench Safety System	LF	651
200.1	Site Prep & Mobilization (Not to Exceed 5%)	LS	1
203.1-PT	Plane & Texture (2")	SF	2291
203.1-TS	Topping Slab (2")	SF	3046
203.1-RP	Remove Existing Pavement	SY	674
301-6	6" Soil Stabilization	SY	795
303.6	6" Reinforced Concrete Alley	SY	636
305.2-AP	6" Reinforced Concrete Alley Approach	SY	83
305.2-PED	Pedestrian Ramp	EA	1
402-PR	Pavement Repair	SY	34
501.17-6	Install 6" SDR 26 PVC Sanitary Sewer Pipe	LF	651
502.1-RR	Remove & Replace 4' Dia Sanitary Sewer Manhole	EA	2
502.1-RRE	Remove & Replace 4' Dia Sanitary Sewer Manhole w/ Exterior Drop	EA	1
801	Temporary Barricading & Traffic Control	LS	1
Engineers Estimate: \$460,000.00			

Wilson Contracting Wichita Falls, TX	
Unit Price	Total
\$1.00	\$651.00
\$3,000.00	\$3,000.00
\$15.00	\$34,365.00
\$56.12	\$170,941.52
\$15.00	\$10,110.00
\$14.00	\$11,130.00
\$92.00	\$58,512.00
\$92.00	\$7,636.00
\$2,100.00	\$2,100.00
\$145.00	\$4,930.00
\$100.00	\$65,100.00
\$5,500.00	\$11,000.00
\$7,000.00	\$7,000.00
\$1,000.00	\$1,000.00
Base Bid Total	\$387,475.52

Scales Concrete Construction Wichita Falls, TX	
Unit Price	Total
\$3.00	\$1,953.00
\$20,000.00	\$20,000.00
\$13.00	\$29,783.00
\$71.00	\$216,266.00
\$15.00	\$10,110.00
\$30.00	\$23,850.00
\$95.00	\$60,420.00
\$95.00	\$7,885.00
\$1,500.00	\$1,500.00
\$125.00	\$4,250.00
\$147.00	\$95,697.00
\$7,900.00	\$15,800.00
\$2,400.00	\$2,400.00
\$8,000.00	\$8,000.00
Base Bid Total	\$497,914.00

ADD/ALT #1 - Lakefront Dr & Parklane Dr Alley			
Pay Item	Description	Unit	Quantity
203.1-RP-ALT1	Remove Existing Pavement	SY	595
301-6-ALT1	6" Soil Stabilization	SY	579
303.6-ALT1	6" Reinforced Concrete Alley	SY	595
Engineers Estimate: \$113,000.00			

Wilson Contracting Wichita Falls, TX	
Unit Price	Total
\$15.00	\$8,925.00
\$14.00	\$8,106.00
\$92.00	\$54,740.00
Add/Alt #1 Total	\$71,771.00

Scales Concrete Construction Wichita Falls, TX	
Unit Price	Total
\$16.00	\$9,520.00
\$30.00	\$17,370.00
\$100.00	\$59,500.00
Add/Alt #1 Total	\$86,390.00

ADD/ALT #2 - Lavell Ave & McGaha Ave Alley			
Pay Item	Description	Unit	Quantity
203.1-RP-ALT2	Remove Existing Pavement	SY	279
301-6-ALT2	6" Soil Stabilization	SY	279
303.6-ALT2	6" Reinforced Concrete Alley	SY	279
Engineers Estimate: \$53,000.00			

Wilson Contracting Wichita Falls, TX	
Unit Price	Total
\$15.00	\$4,185.00
\$14.00	\$3,906.00
\$92.00	\$25,668.00
Add/Alt #2 Total	\$33,759.00

Scales Concrete Construction Wichita Falls, TX	
Unit Price	Total
\$20.00	\$5,580.00
\$35.00	\$9,765.00
\$110.00	\$30,690.00
Add/Alt #2 Total	\$46,035.00

TOTAL (Base Bid & Add/Alts #1&2)	\$493,005.52
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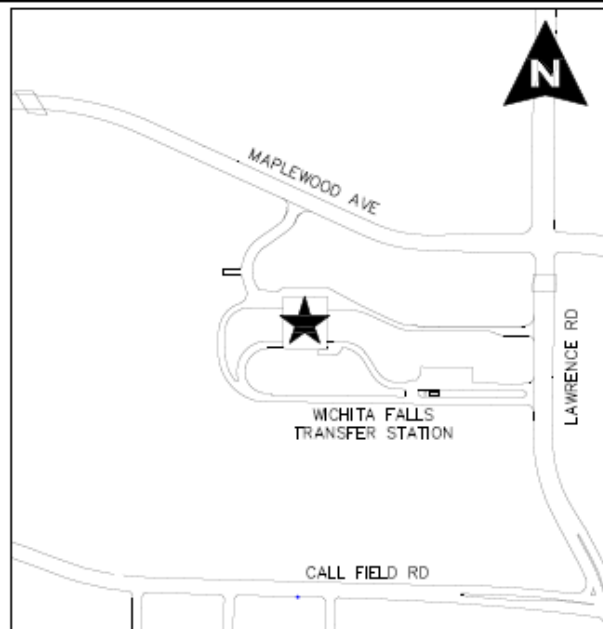
TOTAL (Base Bid & Add/Alts #1&2)	\$630,339.00
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2024 ALLEY REHABILITATION PROJECT

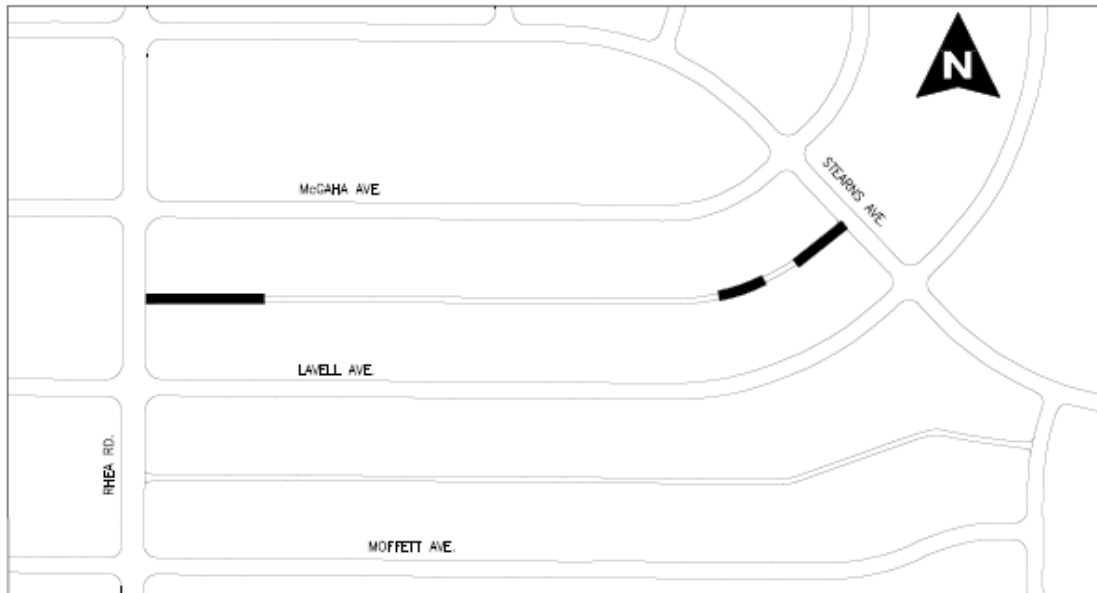
CWF24-530-09



NOT TO SCALE
N. 2ND ST & N. 3RD ST. ALLEY
PAVEMENT, SEWER LINE, & MANHOLE REPLACEMENT



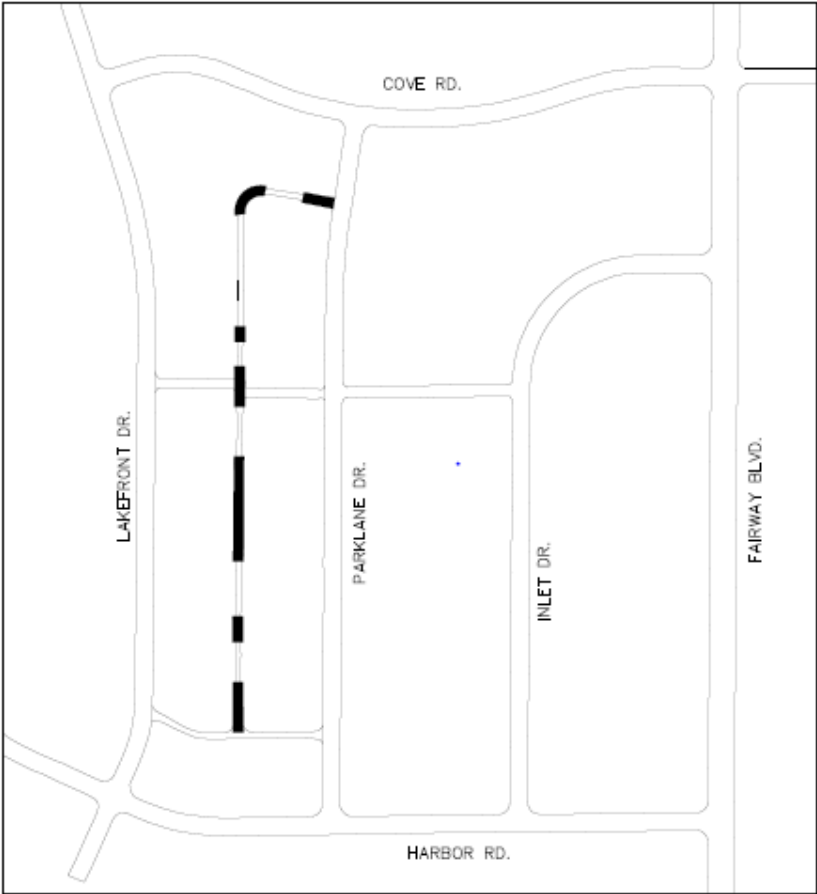
NOT TO SCALE
TRANSFER STATION
FLOOR REPAIRS



NOT TO SCALE
LAVELL AVE. & McGAHA AVE. ALLEY (ADD/ALT #2) - SPOT REPAIR

SHEET 1 OF 2

2024 ALLEY REHABILITATION PROJECT
CWF24-530-09



NOT TO SCALE
LAKEFRONT DR. & PARKLANE DR. ALLEY (ADD/ALT #1) – SPOT REPAIR



WICHITA FALLS-WICHITA COUNTY PUBLIC HEALTH BOARD MINUTES

September 8, 2023

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

BOARD MEMBERS PRESENT:

Keith Williamson, M.D., Chair
Paris Ward, M.A., B.S.
Melissa Plowman
Nichole Jefferson, RN

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

BOARD MEMBERS EXCUSED ABSENCE:

Jered Harlan, D.V.M.
Tonya Egloff, D.D.S.
Raymond Forsythe

Veterinarian – City Appointment
Dentist – County Appointment
Citizen At-Large – County Appointment

OTHERS PRESENT:

Amy K. Fagan, M.P.A.
Brandi Smith, B.S., RN
Michael Smith

Director of Health
Assistant Director of Health
City Liaison

I. CALL TO ORDER

Dr. Williamson, Chair, called the meeting to order at 12:10 pm after a quorum of members attained.

II. APPROVAL OF MINUTES AND ABSENCES

Dr. Williamson called for the review and approval of the July 14, 2023 minutes.

A motion was made by Melissa Plowman to accept the minutes and Paris Ward seconded. The minutes were approved unanimously.

III. HEALTH DISTRICT STAFFING UPDATE

Amy introduced Brandi Smith the new Assistant Director of Health. Brandi comes from the Health & Wellness Division as the Administrator. That division has 51 people, which is very large. Amy stated they have talked about breaking up the division and focusing on the clinical services side that offers TB, Immunizations and STI. Then the Prevention Promotion section and the work we do with Chronic Diseases, Healthy Community and Active Living and figure how to make those best fit and move forward. This should not cost the tax payers any additional dollars. We are also looking for new grants and what is important in the community. There will be some new things coming up.

Mr. Smith asked about the DIS program and the 4 staff. Amy explained that we had talked to the state and explained what a burden that would put on our Community and the other 7 Health Departments in Texas. And the state has put together enough money to support the program for one more year. It is such important work. We have gone from 4 staff to 3 staff. We will not fill the fourth position to save as much money as we can to make the dollars available for as long as they can be. They will provide funds through December 2024. It has been a big blessing.

Dr. Williamson asked what DIS stands for and Amy said Disease Intervention Services.

IV. HB 1750 Update

Amy took the written report to council the second council meeting in August and they did receive the Health Officials report that was required by House Bill 1750. Council voted to maintain Chapter 14. Chapter 14 includes regulations for livestock and poultry.

V. COVID Update

Brandi Smith stated that COVID cases are on the rise. Last week we had 140 new cases and 95 reinfections. Mr. Smith asked if we knew anything about hospitalizations. Brandi said we are not tracking, but they are required to report them. We are not reporting them out. There has not been as many severe cases.

Dr. Williamson stated last week there was 6 in the hospital and no one in intensive care.

Vaccine update, there is a new COVID vaccine coming out in a couple of weeks. The vaccine will probably not be covered anymore. Your insurance should pay, but it will not be free from the government. Pfizer & Moderna will be the two COVID vaccines available. Johnson & Johnson has expired and is no longer available for use in the US as of May 6, 2023.

Amy said we will offer the vaccine here, but the challenge is they are making decisions at the State level about what is going to be offered in ASN (Adult Safety Net Program) and TVFC (Texas Vaccines for Children Program). One of the things they told us at the last Director's meeting was in the last 10 years they always had enough money to cover those two programs and include the vaccines they considered the most important and have money left over. This year DSHS is faced with deciding what will be in those programs. Those are the vaccines we offer at a reduced price and for VFC a very low cost or no cost. We will need to wait and see what we receive. If they are not in what we receive a person will need to have Insurance to cover it or pay out of pocket because we will have to order it on the private side. Or if they have insurance we will bill the insurance. We have added 9 insurance contracts that we can now bill. There are a lot of unanswered questions that we will need to work through because we still have a responsibility to take care of people.

In the state budget, a rider gives instructions on how appropriated funds may or may not be spent. Rider 40 prohibits the use of DSHS-appropriated funds to promote or advertise COVID-19 vaccinations in the state fiscal year 2024-2025, which lasts from September 1, 2023, to August 31, 2025. We will need to educate the public on all the vaccines we offer. COVID-19 pamphlets and other educational materials can be distributed. However, COVID-19 vaccinations should not be singled out from other vaccines, listed alone, or otherwise listed in a manner meant to promote or advertise.

VI. NEXT MEETING DATE

Next meeting will be November 10, 2023.

VII. ADJOURN

Dr. Williamson adjourned the meeting at 1:05.



Signature

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

Secretary

WICHITA FALLS METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee

Minutes

Thursday, October 5, 2023

Voting Members Present:

Lin Barnett, Wichita Falls MPO, MPO Director, TAC Chairperson
Callan Coltharp, TxDOT, Area Engineer
David Rohmer, TxDOT, Director of Operations
Monty Brown, TxDOT, Director of Construction
Scot Reaves, TxDOT, Director of TP&D

MPO Staff:

Jaimie Lee, Wichita Falls MPO, Senior Transportation Planner

Absent:

Doug Wooster, City of Wichita Falls, Interim Traffic Superintendent
Karen Montgomery-Gagne, City of Wichita Falls, Planning Administrator
Terry Floyd, Director of Development Services

Visitors:

Mark McBurnett, SAFB
Tim Short, Citizen

I. Welcome & Introduction

Ms. Lee, TAC chairperson, called the meeting to order at 9:32 a.m. and welcomed everyone in attendance.

II. Public Comment on Agenda and Non-Agenda Items

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

III. Review and Approval of the July 6, 2023 Technical Advisory Committee's (TAC) Meeting Minutes

Ms. Lee asked for any comments or corrections to the July 6, 2023 TAC meeting minutes. Receiving none, she asked for a motion to approve the minutes. Mr. Brown made the motion to approve. Mr. Reaves seconded the motion, which passed unanimously.

IV. Review and Comment Regarding the July 25, 2023 Transportation Policy Committee's (TPC's) Meeting Minutes - No Action Required

Ms. Lee asked for comments on the July 25, 2023 TPC meeting minutes. Receiving none, the committee moved on to the next agenda item.

V. Review and Recommend to the Policy Board to Approve the 2023-2024 WFMPO Prioritized Project List (PPL)

Ms. Lee briefly discussed the updates to the FY 2024 Prioritized Project List. She stated WFMPO staff held the PPL vetting meeting on September 27th and has completed all of the TAC committee recommended changes, revisions, and updates to the list. Ms. Lee asked for any comments or questions regarding the FY 2024 PPL. Receiving none, she asked for a motion to forward the PPL to the Policy Board for review and adoption. Mr. Rohmer made the motion to approve. Mr. Coltharp seconded the motion, which passed unanimously.

VI. Review and Discuss the Upcoming 2025-2050 Metropolitan Transportation Plan Update in Calendar Year 2024

Mr. Barnett informed the committee about the upcoming 2025-2050 Metropolitan Transportation Plan update. He stated WFMPO staff released a Request for Proposal (RFP) on September 22, 2023 to find and retain a qualified consulting firm that will help WFMPO staff complete the 2025-2050 Metropolitan Transportation Plan update in calendar year 2024. Mr. Barnett stated the plan must be completed and approved by the Transportation Policy Committee (TPC) no later than January 31, 2025. Mr. Barnett discussed the Executive Summary Brochure located in the TAC meeting binder. This brochure recapped the 2020-2045 MTP update process. He stated the 2025-2050 MTP update should kick off in January 2024.

VII. Other Business:

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

City: No reports to discuss

TxDOT: Mr. Coltharp reported on the current construction projects: BU 287J widen roadway, FM 369 to Kemp Blvd. mill at gutters, and three pavement repair projects located at FM 2380 from FM 369 to SH 79, SL 79 from Professional Drive to FM 1954, and SL 473 from BU 287J to US 82.

b. MPO Quarterly Financial Report (3rd Quarter FY 2023 – April, May, June)

Ms. Lee reported on the 3rd quarter expenses for the MPO. She stated that the MPO had spent 66% of its total allocation for FY 2023. Ms. Lee asked for any comments or questions on the third quarter financial report. She received none.

c. Other Items

No items to report

VIII. Meeting Adjournment

The meeting adjourned at 10:32 a.m.

A handwritten signature in black ink, appearing to read "Lin Barnett", written over a horizontal line.

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

MINUTES
PLANNING & ZONING COMMISSION
December 13, 2023

PRESENT:

Blake Haney	◆ Member
Michael Grassi	◆ Member
Doug McCulloch	◆ Member
Matt Marrs	◆ Member
Paul Mason	◆ Alternate No. 2
Mark McBurnett	◆ SAFB Liaison
Wayne Pharries	◆ Member
Jeremy Woodward	◆ Vice-Chair
Councilor Bobby Whiteley	◆ Council Liaison

Kinley Heggland, City Attorney	◆ City Staff
Monica Aguon, Legal Department	◆ City Staff
Paul Menzies, Assistant City Manager	◆ City Staff
Terry Floyd, Development Services Director	◆ City Staff
Fabian Medellin, Planning Manager	◆ City Staff
Christal Cates, Senior Executive Asst.	◆ City Staff
Cedric Hu, Planning Technician	◆ City Staff

ABSENT:

David Cook	◆ Chairman
Noros Martin	◆ Member
Cayce Wendeborn	◆ Member
Steve Wood	◆ Alternate No.1

I. CALL TO ORDER

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

III. PUBLIC COMMENTS

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

IV. APPROVAL OF MINUTES

Mr. Matt Marrs made a motion to adopt the October 11, 2023, minutes. Mr. Wayne Pharries seconded the motion. The motion was passed unanimously, 7-0

VII. CONSENT AGENDA

Case P 23-26 – Garcia Creek Subdivision, Lot 1, Block 1
Case P 23-28 – Rancho Vista Place, Unit 1, Lot 1, Block 1

Vice-Chairman Woodward asked if there were any items that needed to be moved the regular agenda. Mr. Medellin stated there were no items to be moved to the regular agenda. Mr. Marrs made a motion to approve the consent agenda with Mr. Paul Mason seconding. The vote passed unanimously 7-0.

VIII. REGULAR AGENDA

1. **Case C 22-16 – 1411 Taylor Street:**
Consider taking action on an extension for a previously approved conditional use at 1411 Taylor Street to allow for a duplex in a Single Family-2 (SF-2) zoning district.

Mr. Matt Marrs made a motion to approve the case. Mr. Wayne Pharrises seconded the motion. Mr. Cedric Hu presented the case and stated the owner and applicant, Mr. Scottie Smith of Phoenician Development Group, met with staff last year regarding the development of a duplex in a residential area and is now requesting an extension on his original conditional use permit that was approved, the Commission in October 2022. Currently, the City ordinance does require a conditional use approval for development of a duplex in a Single Family-2 (SF-2) zoning district.

Mr. Hu stated the subject property, at 1411 Taylor Street, was located in central Wichita Falls, three blocks north of Zundy Elementary. The property is currently vacant and surrounded by other residential structures with residential uses.

Mr. Hu stated the applicant's site plan showed 2 residential structures, each having 2 bedrooms and 2 baths. The structure would be a total of 2,236sf., placed 26ft. from the front property line, 36ft. from the rear and 11ft. from both sides, adhering to all setback requirements.

The subject property is surrounded by other residential properties, located to the northwest a few blocks from the Commercial Corridor (CC) along Kemp Boulevard and to the southeast more residential and some Limited Commercial (LC) properties.

Mr. Hu advised staff sent notices to 23 surrounding property owners located within 200ft of the subject property and received no responses. Staff recommended the approval of the proposed duplex at 1411 Taylor Street subject to the following conditions:

1. A total of 4 parking stalls be provided meeting the design standards of Section 6200 – Off Street Parking Regulations.
2. The duplex shall comply with all applicable building code regulations, permitting, and inspections.

Vice-Chairman Woodward asked if the applicant was present and wished to make a presentation. The applicant was not present. Mr. Woodward asked if there were any comments from the public. With no comments, Mr. Woodward asked the

Commission if they had any comments or questions. Vice-Chairman Woodward called for a vote. The proposal passed unanimously with a vote of 7-0

2. Case C 23-17 – 1626 Pearl Avenue:

Consider taking action on a conditional use at 1626 Pearl Avenue to allow for a duplex in a Single Family-2 (SF-2) zoning district.

Mr. Matt Marrs made a motion to approve the case. Mr. Wayne Pharrises seconded the motion. Mr. Fabian Medellin presented the case and stated the owner and applicant, Mr. Kenny Reynolds was the president of Home for Freedom, a non-profit for homeless veterans had met with staff and presented his mission with the organization. Mr. Reynolds, at that time had not obtained a property, so staff gave general guidelines on development regulations for residential structures. Recently, Mr. Reynolds acquired the subject property, a trustee property formerly owned by the City.

Mr. Medellin stated the subject property of 1626 Pearl Avenue was located east of the Kell Boulevard and Brook Street intersection. The structures previously on the property had since been demolished with the use of a Community Development Block grant funds, leaving the property vacant and ready for development. Originally, Mr. Reynolds wanted separate structures but a duplex was recommended by staff. One definition of a duplex was presented to the Commission by Mr. Medellin as, "different structures sharing common walls, while still maintaining the look of a single-family home". The proposed duplex will follow this definition, being separate with adjoining walls.

Mr. Medellin displayed aerial photos showing the subject property surrounded by residential uses in a Single Family-2 (SF-2) zoning district. The site plan shows the property will consist of two tiny homes with approximately 448 sq. ft. of living space per building. Each of these buildings will consist of one dwelling unit. Each of the dwelling units will have approximately 448 sq. ft. of living space, and be equipped with a 64 sq. ft. patio at the front of the structure. A driveway for each tiny home will also be built for parking.

Staff notified 23 property owners within 200ft. of the subject property and received 2 responses, 1 in favor and 1 opposed. When staff reached out the neighbor in opposition due to the worry of raised taxes, it was advised what the non-profit would be building on-site. Staff recommends approval of this request to allow for a duplex at 1626 Pearl Avenue with the conditions outlined below;

1. The property be subject to platting requirements prior to construction permit issuance.
2. The applicant must provide and maintain adequate parking for the development.
3. The tiny homes shall comply with all applicable building code regulations, permitting, and inspections.

Vice-Chairman Woodward asked if the applicant was present and wish to make a presentation. Mr. Reynolds briefly spoke to the Commission regarding the mission of his non-profit, Home for Freedom. Mr. Woodward asked if there were any comments from the public. With no comments, Mr. Woodward asked the Commission if they had any comments or questions. Vice-Chairman Woodward called for a vote. The proposal passed unanimously with a vote of 7-0

3. Case TA 23-01 – Text Amendment:

Consider a recommendation to amend the City Code of Ordinances, Appendix A – Subdivision and Development Regulations, to amend platting requirements and formally adopt a Pavement Design Manual to comply with regulations as set forth in Texas House Bill 3699.

Mr. Terry Floyd thanked the Legal and Public Works department and all City staff that had worked on the text amendment and asked the Commission to favorably recommend to City Council at the December 19th, 2023 meeting. Mr. Floyd stated this amendment to the subdivision regulations was to achieve compliance with Texas House Bill 3699 related to requirements for plat applications and 30-day “shot clock” for plat approvals.

Mr. Floyd stated the amendments did not add any additional requirements to the current platting process City staff followed. Mr. Floyd gave a brief background of House Bill 3699 advising it clarifies the 30-day plat approval “shot clock” timeline requirements. Mr. Floyd advised it would require the adoption of a Pavement Design Manual that is currently available to the public on the City website. Mr. Floyd stated Municipalities could not longer require analyses, studies, documents or agreements as part of a plat application and any such request would be removed off the plat applications. Mr. Floyd did advise that multiple extensions could be requested by the plat applicant as needed.

Mr. Floyd gave the Commission the following proposed subdivision amendments:

- Infrastructure (water, sewer, drainage) improvements must have approved plans, accepted installation or surety in place prior to plat application being filed with the City.
- Adoption of a Pavement Design Manual. The adoption would not change any current pavement design standards, rather it would collect all the standards into one document as required by HB 3699.
- Reiterates adoption of 2011 Stormwater Drainage Manual
- Minor text changes to correct Director of Comm. Dev. title
- No changes to current Planning Commission plat approval process

Mr. Floyd stated that staff recommended the Planning & Zoning Commission favorably recommend the proposed subdivision regulation changes to the City Council. Mr. Floyd advised, additionally, the proposal was given out to the attendees at the Development Stakeholder meeting on December 8th, 2023 and discussed the proposed changes. Mr. Floyd stated he was available for any questions the Commission would have.

Mr. Woodward asked if there were any comments from the public. Mr. Tanner Wachsman stated he was at the Stakeholder meeting held December 8th, 2023, and was concerned about the amendment and changes to the text. He stated he was given the proposal not even a week ago and had not been given long enough to read it in full and research it. Mr. Wachsman asked that the Commission consider not recommending the amendment and send it to a committee or the Stakeholders group for a deeper review and what the changes would mean for everyone in the future.

With no further comments from the public, Vice-Chairman Woodward opened the floor for discussion from the Commission. Mr. Pharris advised he agreed with Mr. Wachsman, that there had not been enough time to review the amendment and suggested the recommendation be tabled until more time could be given for review. Mr. Michael Grassi stated he had a question that he had at the Stakeholder meeting and he was asking again and hoped since Mr. Kinley Heggland was present could confirm an answer since there was discussion among the attendees at the stakeholder meeting. Mr. Grassi stated adopting the pavement standards had to be done by ordinance as required by the State, that Mr. Heggland was going to write something to be part of the ordinance that was going to be presented to the Commission, however, he did not see any of that verbiage in his packet given to him at the start of that meeting. Mr. Floyd asked what piece Mr. Grassi was referring to. Mr. Grassi stated the section that stated modifications could be made to the pavement design manual without a vote from the City Council. Mr. Floyd stated that was correct, changes would be made by staff, as that is how the pavement design manual is currently written. He stated in the event staff were to do that, on a rare occasion, staff would make every effort possible to bring that forward to Stakeholders as has been done with previous subdivision regulation modifications. Mr. Floyd stated if the Commission wanted to make a different recommendation staff would be happy to discuss those options as well as having verbiage to require a 90-day notice and/or a meeting to discuss without a formal adoption by the City Council. Mr. Floyd advised as it currently is, staff makes those changes and makes every effort to notify development community of the changes before they are made and discuss them.

Mr. Grassi asked if that piece had been written that was going to go before City Council. Mr. Floyd stated staff was in the process of finishing those changes, this was brought before the Commission now because of the timeline of compliance with the State and staff wanted additional input from the Commission. Mr. Floyd stated if there was something the Commission would like added, staff could do that before sending to Council. Mr. Grassi clarified that Mr. Floyd was asking the Commission to make a recommendation on an item that had not been completed, noting he was not saying if he was for or against it, but that he was asking how the Commission would know what was being recommended if the packet was not complete for them to read at the time of voting. Mr. Floyd stated if the Commission had recommendation on how they wanted the design manual, he recommended them add a 90-day notification process verbiage, that was why Mr. Heggland was

present at the meeting to be able to add those items to the manual before presenting to the Council.

Mr. Pharries asked for clarification that staff could make changes to the pavement design manual without a vote from City Council. Mr. Floyd stated that was correct as that is currently the process and that staff would make every effort to notify the development community for discussion. Mr. Floyd stated they were there to discuss those options. Mr. Pharries stated he feels the City Council is there to act as a buffer between City employees and the public. He stated Mr. Floyd was stating the Commission could add in verbiage to require a 90-day notification period but it sounded more like a 90-day warning period, that this is what staff is changed and they had 90 days to warn of what the new regulations would be without anyone getting a say in it, that they could discuss it, but have no influence on it. Mr. Pharries stated it was his recommendation that it would be something that would have to be adopted by Council and not just staff approval. Mr. Floyd asked if that was what he wanted to include with the favorable recommendation to Council. Mr. Pharries stated he felt the Council was the voice of the people and he felt this was cutting them out.

Mr. Blake Haney stated staff was asking the Commission to give a favorable recommendation to the Council, asking the Commission to recommend something that isn't yet written and asking the Commission to just trust what staff will write and present to Council. Mr. Haney asked what if the Commission later read the amendment and didn't agree what the verbiage, what could they do to make any changes. He stated he agreed with those that had spoke before him, enough time had not been given to review the material and make a recommendation one way or the other. Mr. Floyd stated the changes were being made only for the City's compliance to State law. Mr. Haney asked if they had to do what the State said. Mr. Floyd stated the City would be in violation of State law and obviously staff didn't want to do that. Mr. Floyd stated staff wanted to work with the development community to make these changes, that staff did not advocate for these changes, rather they were given to us by the State.

Mr. Grassi stated if this was to go to City Council on Tuesday, December 19th, and they pass it, the effective date would not be for another 30 days, so the City will be out of compliance no matter what. Mr. Floyd stated that was correct unless the Council wanted to put in an emergency order that would take effect immediately, that the plat application would follow that time-line and still be in compliance with State law. Mr. Haney asked why the Commission was just now finding out about the proposed amendment changes and if it had been an on-going thing. Mr. Floyd stated it was passed earlier this year by State Legislation and staff needed to review what it was, what it meant, changes required and how it would affect the community. Mr. Floyd advised some cities made some changes and some have not so far, that staff was striving to be in compliance. Mr. Haney stated this was started the beginning of the year, passed by stated legislature in June, why did staff wait until December 13th to present to the Commission. How did all these other cities get the information and process the changes and we couldn't. Mr. Floyd stated there were some cities like us that had not made the changes. Mr. Haney asked what cities those were. Mr. Floyd stated Denton and Abilene were still working on their

amendments. Mr. Haney stated it seemed there would be many cities not in compliance with the State by January 1st, 2024 and not just us correct. Mr. Floyd stated he was not sure, that was the information relayed to him, but that matter would be between that city's staff and legal team. Mr. Haney stated he believed the Commission needed to wait to allow more time for home builders and the Commission to review.

Mr. Pharries stated it was his understanding that the Commission was being asked to only recommend and not to approve the amendment. Mr. Floyd stated that was correct. Mr. Pharries stated from that point of view he didn't feel comfortable voting to recommend something that was not completed, when changes will be made. He stated it was his opinion that the Commission not recommend until it was completed and they had time to review it. Ms. Monica Aguon stated on behalf of the legal department, that was the reason they were present, if the Commission chose to recommend to the Council with modifications, such as who would make the changes, City Council or staff alone, that option could be written in and moved on to Council for a vote.

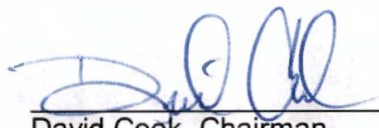
Vice-Chairman Woodward stated he saw Mr. Wachsman raise his hand and wanted to give him the opportunity to speak. Mr. Wachsman stated if the amendment was to move on to Council today he had proposed modifications to the text he would like to present to the Commission, however, he felt it would be a better option to table this recommendation until the amendment could be reviewed as it was a lot to read through and digest and have a round-table discussion. Mr. Wachsman stated he did have papers with his recommendations on them for the Commission if they would like to see them. Mr. Pharries stated he didn't believe they could make changes to ordinances they haven't seen, and that writing ordinances is not the job of that Commission. Mr. Grassi asked if they made a recommendation today if they could post-pone the City Council meeting for 30 days to have time to meet with the Stakeholders and discuss. Mr. Floyd stated yes, if that was the recommendation of the Commission.

Mr. Paul Mason clarified the Mr. Wachsman, he was not against the being in compliance, just concerned with the wording. Mr. Wachsman stated that was correct, he has always found it harder to modify an ordinance than it is to make changes before the ordinance is passed. Mr. Wachsman would like to see exactly what requirements were to be implemented with the pavement design manual that would affect the City, that no one could know who would be here 10-20 years from now and how they would interpret that ordinance versus how it is presented today. Vice-Chairman Woodward asked if he had presented his proposed his ordinance verbiage modifications to Mr. Floyd or any other staff. Mr. Wachsman stated he had only received the information last Friday and had scrambled to make time in his schedule just to read through it, that no, he had not discussed any of it with City staff.

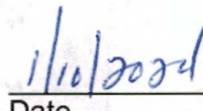
Mr. Pharries made a motion to table the discussion until further information was provided and completion of the text amendment. Mr. Blake Haney seconded the motion. The motion to table the discussion passed unanimously with a vote of 7-0.

IX. ADJOURN

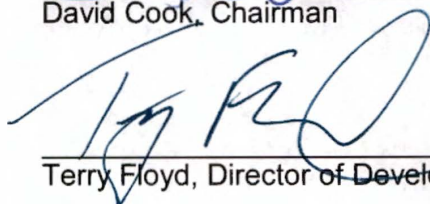
Vice-Chairman Woodward adjourned the meeting at 2:42 pm.



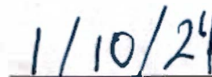
David Cook, Chairman



Date



Terry Floyd, Director of Development Services



Date

CITY COUNCIL AGENDA
February 6, 2024

ITEM/SUBJECT: Public Hearing for the FY 2022 and FY 2023 Transit Grant for Capital, Planning and Operating Assistance for the Wichita Falls Transit System.

INITIATING DEPT: Aviation, Traffic, & Transportation

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Government

COMMENTARY: The city is required to hold two public hearings on the FY 2022 and FY 2023 Federal and State Public Transportation Grants for the Wichita Falls Transit System to allow for public comment. The first public hearings were held at the Wichita Falls Travel Center.

Attached, as Exhibit A, is the FY 2022 and FY 2023 Program of Projects that describes the proposed expenditures for the Wichita Falls Transit System a.k.a. "Falls Ride".

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

ASSOCIATED INFORMATION: Public Hearing; Exhibit A Program of Projects

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Capital				DBE Eligible					
Preventive Maintenance			\$283,252	\$21,555	Federal	1,210,602	80.00%		
				\$0	Local	302,650	20.00%		
35-Ft Low Floor Heavy Duty			\$1,230,000	\$369,000		1,513,252	100.00%		135,000
				\$0					61,596
				\$0					
				\$0					
20% TDC =		\$ 246,000.00	\$0	\$0					
		\$ -							
		\$ -							
		\$ -							
		\$ 246,000.00							
TOTAL			\$1,513,252						
Transportation Planning - Program Support Administration						UPWP Sec. 5307 Planning Funds			5,300,000
									1,060,000
Salaries			\$90,009		Federal	72,007	80.00%		
General Development Planning					State	0	0.00%		
GIS/TransCAD Maintenance (Capital Item)*				\$0	Local	18,002	20.00%		
Total			\$90,009			90,009	100.00%		
Operating					Federal	736,486	50.00%	Total Local	
					State	462,370	31.39%	736,486	
Operating Assistance			\$1,767,971	\$146,742	Local	274,116	18.61%		
Total			\$1,472,971	\$537,297		1,472,971	100.00%		
				OPS - Farebox = Total OPS					
Grand Total			\$3,076,232			3,076,232		\$0	
				FY 2023 Funding Summary					
					</				

CITY COUNCIL AGENDA
February 6, 2024

ITEM/SUBJECT: Ordinance appropriating \$4,343,552 in Federal Transit Administration funds and \$900,065 in State Funds for the FY 2022 and FY 2023 Section 5307 Transit System and authorizing the City Manager to execute all necessary funding agreements related hereto.

INITIATING DEPT: Aviation, Traffic, & Transportation

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Government

COMMENTARY: The Federal Register has published the revised federal FY 2022 and FY 2023 Section 5307 Urbanized Area Apportionment Grants. The City of Wichita Falls received an allocation of \$4,343,552 in federal public transportation funds for the federal FY 2022 and FY 2023 years. The State of Texas public transportation grant for FY 2022 and FY 2023 allocates \$900,065 to the City of Wichita Falls, which brings the combined total federal and state grant allocation to \$5,243,617 for the two fiscal years. Both the Federal Transit Administration allocation and the State funding allotment increased for a net gain from FY 2021 of \$512,299 for FY 2022 and \$144,382 for FY 2023.

The Wichita Falls Transit System (WFTS) will provide \$570,000 in fare box revenue for the two grant years. In addition, \$160,000 in advertising revenue, as well as \$228,000 in anticipated revenue from Midwestern State University and Work Services Corporation for contracted public services for the two fiscal years. WFTS also anticipates generating approximately \$39,000 in revenue from the operations of the Wichita Falls Travel Center. For the purpose of these grants, General Fund contribution is calculated at \$97,438 for the two-year period.

Attached is Exhibit A, which summarizes the Wichita Falls Transit System funding for Federal FY 2022 and FY 2023.

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

ASSOCIATED INFORMATION: Ordinance; Exhibit A: Program of Projects

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance appropriating \$4,343,552 in Federal Transit Administration funds and \$900,065 in State Funds for the FY 2022 and FY 2023 Section 5307 Transit System and authorizing the City Manager to execute all necessary funding agreements related hereto

WHEREAS, the City of Wichita Falls received notification from the Federal Transit Administration and Texas Department of Transportation for Section 5307 FY 2022 and FY 2023 funding in the amount of \$5,243,617; and

WHEREAS, it is desirable to budget these grant funds for the operation and capital improvements of the Wichita Falls Transit System; and

WHEREAS, the resulting General Fund, Fare Box Revenue and other support for the local subsidy required for operating the Wichita Falls Transit System for the 2022 and 2023 fiscal years is anticipated to be \$1,094,438.

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

The City Manager is authorized to accept FY 2022 and FY 2023 Federal Transit Administration and Texas Department of Transportation funding, with changes thereto in a form approved by the City Attorney.

PASSED AND APPROVED this the 6th day of February 2024.

MAYOR

ATTEST:

City Clerk

[illegible]

[illegible]

CITY COUNCIL AGENDA
February 6, 2024

ITEM/SUBJECT: Ordinance accepting \$324,572 for the Public Transportation Division from the Federal Transit Administration for FY 2022 and FY 2023 Section 5339 Bus and Bus Facilities Formula Grants.

INITIATING DEPT: Aviation, Traffic, & Transportation

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Government

COMMENTARY: The City of Wichita Falls has been notified by the Federal Transit Administration (FTA) that it has been allocated \$324,572 in FY 2022 and FY 2023 Federal Section 5339 Bus and Bus Facilities Formula Grants. The Wichita Falls Transit System anticipates using these funds to purchase:

- Automated Wheelchair Securement Systems
- Electronic Upgrades to Bus Communication Systems and Route Management Systems
- Bus shelter and pads

This grant is classified as an 80% grant, and the City must provide the 20% local match. However, staff anticipates applying to the Texas Department of Transportation for Transportation Development Credits for the local match amount to apply towards the purchase of this new equipment. Subsequently, the cost of these programs will be funded at 100% from the FTA.

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

ASSOCIATED INFORMATION: Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

**Ordinance accepting \$324,572 for the Public Transportation Division
from the Federal Transit Administration for FY 2022 and FY 2023
Section 5339 Bus and Bus Facilities Formula Grants**

WHEREAS, the City of Wichita Falls received notification from the Federal Transit Administration that \$324,572 is available from Section 5339 Bus and Bus Facilities Formula Grants for capital purchases; and

WHEREAS, it is desirable to budget these grant funds for the operation of the Wichita Falls Transit System; and

WHEREAS, the City of Wichita Falls anticipates applying for Texas Department of Transportation's Transportation Development Credits to offset local matches on capital purchases with these Section 5339 funds.

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

The City Manager is authorized to accept FY 2022 and FY 2023 Section 5339 funding from the Federal Transit Administration.

PASSED AND APPROVED this the 6th day of February 2024.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
February 6, 2024

ITEM/SUBJECT: Resolution authorizing the purchase of four (4) Quantum Automatic Wheelchair Securements from Gillig, LLC for the Public Transportation Division in the amount of \$58,773.32.

INITIATING DEPT: Aviation, Traffic & Transportation

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: N/A

COMMENTARY: Part of the Public Transportation Division's commitment to customer service and its clients is to allow for a more comfortable and accessible experience for our handicapped passengers. The Quantum Automatic Wheelchair securements will allow for wheelchair passengers to safely secure themselves independently without the help of a transit operator. An additional benefit is that the securement takes less than thirty (30) seconds from the time of boarding to full securement. This is significantly less time than it takes to secure a passenger with the traditional securement system, helping the bus remain on schedule while providing greater autonomy for the passengers.

The grant funds from the Federal Transit Administration (FTA) Section 5339 Bus and Bus Facilities grant will fully cover the purchase of the four (4) Quantum Automatic Wheelchair securements. In other words, this project will be funded at 100% through the FTA. This is also a sole source purchase, approved by the FTA, as Gillig is the OEM (original equipment manufacturer) for all City of Wichita Falls bus builds. Gillig will work with the installer to ensure that the Quantum Securements are installed and function correctly.

This purchase is exempt from the bid statute pursuant to Local Government Code §252.022 General Exemptions, "... (7) a procurement of (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;"

Staff recommends the purchase of four (4) Quantum Automatic Wheelchair securements from Gillig, LLC in the amount of \$58,773.32.

Budgeted Cost: \$58,773.32
Actual Cost: \$58,773.32
Budget Impact: \$0.00

☒ **Purchasing**

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

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review** (Account No./Amount): (5207201- /\$58,773.32)

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the purchase of four (4) Quantum Automatic Wheelchair Securements from Gillig LLC for the Public Transportation Division in the amount of \$58,773.32

WHEREAS, the City of Wichita Falls desires to install more efficient and effective wheelchair securement systems on its buses; and,

WHEREAS, these securement systems will provide for more comfortable and accessible experience for its wheelchair bound customers; and,

WHEREAS the City Council finds that this purchase is exempt from the state requirements for competitive bidding pursuant to Texas Local Government § 252.022 (a)(7)(A), which exempts from competitive bidding purchases of “items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies,” and

WHEREAS, the City Council finds that purchasing Quantum Automatic Wheelchair Securements is in the best interest of the City of Wichita Falls and its Public Transportation passengers.

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 four (4) Quantum Automatic Wheelchair Securements from Gillig LLC for the Public Transportation Division in the amount of \$58,773.32

PASSED AND APPROVED this the 6th day of February, 2024.

MAYOR

ATTEST:

City Clerk



SALES QUOTATION

Page 1

Quotation number 8502363

Quotation date
12/10/23Print date
12/10/23**Terms of payment**
NET 30 DAYS**Sales Rep**
SUE BAER**Your reference**
Jenny Stevens**Quotation address**
CWF PUBLIC TRANSPORTATION
2004 OLD WINDTHORST RD
ATTN: PUBLIC TRANS/
ATTN: JENNY STEVENS
WICHITA FALLS TX 76301-7850**Customer number**
86246001

Item	Qty Ordered	Estimated Ship Date	Description	Unit	Price Each	Ext Price
83-13515-000	4	01/19/24	WHEELCHAIR SECUREMENT ASM, CUR	EA	14,693.33	58,773.32
Above p/n cross references from: Q09-0130						
Quote line total						58,773.32
Total.....						58,773.32

Quote Valid for 30 days from Quotation Date -- FOB Destination

GEN II QUANTUM[®]



FULLY AUTOMATIC
WHEELCHAIR
SECUREMENT STATION





"QUANTUM has not only improved our on-time performance, but with Tulsa Transit working diligently to move people from para-transit to fixed-route service, we see this as a much higher level of service for passengers using wheelchairs."

-Debbie Ruggles
Tulsa Transit Assistant General Manager

"The whole process took under 25 seconds so I didn't feel like I was holding up the bus. This bus could have driven a slalom course and I would have remained exactly where I was. I felt completely safe and secure."

-Helen Dolphin
Disability Advocate & Journalist

"What I first noticed was simply the thrill of boarding the bus, whipping my chair around into position, pushing the button and getting secured all by myself...it felt great to not have to wait for the driver. I felt like I gained back a piece of my independence."

-Emeka Nnaka
QUANTUM User

"I don't only believe that QUANTUM is going to be a game-changer, it's already a game-changer."

-Kevin Bunce
Sun Metro Assistant Director of Maintenance

QUANTUM[®]

THE TRANSPORTATION INDUSTRY'S FIRST **FULLY AUTOMATIC** REAR-FACING **WHEELCHAIR SECUREMENT STATION**

QUANTUM is the only system in the world that gives complete independence to mobility passengers; enabling them to **secure themselves in less than 25 seconds** with the push of a button – and minimal driver assistance.

Introducing

GEN II

The **EVOLUTION** of the **REVOLUTION**

From its inception, QUANTUM has continued to evolve, reacting and adapting to the specific needs of transportation providers and the unique requirements of mobility passengers. This evolution is simply part of the QUANTUM DNA.

Not Different, Just Advancing

You spoke and we listened. Based on your valued feedback, QUANTUM GEN II has incorporated enhancements that transit properties asked for most: improvements to installation, serviceability...and a giant leap forward in SMART ITS technology.

Setting a NEW Standard

QUANTUM has already forever changed the way the industry looks at wheelchair securement. Yet the goal will always be to go further. Our mission to *make safety accessible* includes improvements for everyone: developing new and innovative ways to enhance the lives of mobility passengers, ease the stress of transit operators and lighten the load of maintenance technicians. QUANTUM GEN II sets a NEW standard for excellence in wheelchair passenger safety solutions...and the revolution has only just begun.



WHAT'S NEW IN GEN II

- ⦿ **Faster Installation**
NEW simplified plug-and-play connections.
- ⦿ **Modular Serviceability**
NEW accessible components swap out with ease.
- ⦿ **Operator Feedback**
NEW audio and visual cues alert system.
- ⦿ **Lightweight**
NEW system weighs just 83lbs. with mount plate
- ⦿ **Intelligent Transportation System (ITS) Enabled**
NEW wifi-based SMART ITS capability.

What is ITS?

And what it can do for you

ITS Technology allows you to integrate the QUANTUM GEN II Application Programming Interface (API) with your own agency's operating system.

Real-Time Data

ITS signals provide occupancy data to the operator, the mobility passenger, and the transit agency - all in real time. Armed with this data, your agency can get detailed insights into ridership patterns, dwell times, mobility seating availability and much more.

Endless Possibilities

Extend the capability of ITS in any way you see fit: Develop mobile apps for your mobility customers. Setup notifications for service. Plan better schedules for more efficient routes.

With data analytics, you can improve your service and drive down operational costs.





REAR-FACING The Safest Way to Travel

Providing enhanced head and neck protection, rear-facing securement is trusted worldwide and proven to be one of the safest securement solutions available.

Totally Compatible

The QUANTUM Securement System can be installed in virtually any bus or rail car. QUANTUM is fully compatible with all existing rear-facing wheelchair station backrests and complements current OEM stanchions by adding a missing critical element: proven wheelchair securement. QUANTUM can also integrate with existing vehicle electrical and interlock systems to prevent the accidental release of a secured wheelchair while the vehicle is in motion.

Excessively Compliant

Designed to international standards, QUANTUM is ideal for both new fleet or retrofit applications in bus, light rail and rail. QUANTUM meets or exceeds all current and proposed ISO 10865 regulations for rear-facing transit, European directives and the latest ADA and CSA revisions. In addition to all of this, it can help systems fulfill the accessibility objectives of the new BRT Standard 2013 for bus rapid transit.

Training for Operators and Technicians

In addition to our world-class service and support, the Q'STRAINING ACADEMY offers a comprehensive QUANTUM GEN II certification program. These detailed courses will give operators all the necessary tools for confident QUANTUM securement; as well as teach service technicians how to take full control of their QUANTUM fleet maintenance.

When you GO QUANTUM, Everyone Benefits:



MOBILITY RIDERS GO FREELY

QUANTUM restores a sense of freedom and independence to wheelchair passengers by allowing them to secure themselves.



BUS DRIVERS GO FURTHER

QUANTUM gets your drivers back on the road. With independent securement in under 25 seconds, your routes get more miles with less curb time.



TRANSIT PROPERTIES GO LEANER

With the QUANTUM, less is more. Experience less driver training, less product maintenance, less delays, less operator injury, and less liability. Keep your buses on schedule and your budgets on track.



BUS PASSENGERS GO FASTER

QUANTUM gives commuters the assurance that their schedules won't be delayed by traditional securement slow downs.



[QSTRAINT.COM/QUANTUM](https://qstraint.com/quantum)

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Email: info@tramanco.com.au

MKM4801-2 rev. C

CITY COUNCIL AGENDA
February 6, 2024

ITEM/SUBJECT: Resolution authorizing the City Manager to amend/designate Stephen Calvert, Director of Finance/CFO, and Susan White, Assistant Director of Finance, as the authorized representatives for Texas Local Government Investment Pool (TexPool), a public funds investment pool.

INITIATING DEPT: Finance

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: N/A

COMMENTARY: TexPool offers participation in the oldest and largest local government investment pool in the State of Texas. They invest conservatively in U.S. government securities, repurchase agreements, and AAA-rated money market mutual funds to provide a safe, efficient, and liquid investment option. In order to update the City of Wichita Falls representatives on file with TexPool, staff recommends the appointment of Stephen Calvert, Director of Finance/CFO, and Susan White, Assistant Director of Finance, as the City's representatives. There is no charge associated with this change. Attached is the "Resolution Amending Authorized Representatives" form.

☒ **CFO/Director of Finance**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to amend/designate Stephen Calvert, Director of Finance/CFO, and Susan White, Assistant Director of Finance, as the authorized representatives for Texas Local Government Investment Pool (TexPool), a public funds investment pool

WHEREAS, it is in the best interest of the City of Wichita Falls to invest local funds in investments that provide for the preservation and safety of principal liquidity, and yield consistent with the Public Funds Investment Act; and,

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ TexPool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

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

The City Manager is authorized to execute the "Resolution Amending Authorized Representatives" designating Stephen Calvert, Director of Finance/CFO, and Susan White, Assistant Director of Finance, as the authorized representatives for the City of Wichita Falls.

PASSED AND APPROVED this the 6th day of February 2024

MAYOR

ATTEST:

City Clerk



Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHEREAS,

City of Wichita Falls

Participant Name

78377

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Jessica Williams CFO / Director of Finance
Name Title
9407617476 9407617470 jessica.williams@wichitafalls.tx.gov
Phone Fax Email
Jessica Williams
Signature
2. Susan White Asst. Director of Finance
Name Title
9407617464 9407617470 susan.white@wichitafalls.tx.gov
Phone Fax Email
Susan White
Signature
3. _____
Name Title

Phone Fax Email

Signature

Form Continues on Next Page

1 of 2

1. Resolution (continued)

4.

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Name	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Title	
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Phone	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Fax	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Email
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Signature		

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Name	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Title	
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Phone	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Fax	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Email

- D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , **20**.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1400
Houston, TX 77002

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX-REP

2 OF 2

TexPool Participant Services
1001 Texas Avenue, Suite 1400 • Houston, TX 77002
Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • www.texpool.com

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CITY COUNCIL AGENDA
February 6, 2024

ITEM/SUBJECT: Resolution authorizing the submittal of a grant application and designation of Authorized Official to the State Homeland Security Grant Program via the Office of the Governor for HAZMAT Enhanced Equipment.

INITIATING DEPT: Fire Department

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The Fire Department would like to make application to the State Homeland Security Grant Program through the Office of the Governor to purchase additional equipment for the Wichita Falls Fire Department Regional HAZMAT Team. The HAZMAT Enhanced Equipment Project is for upgraded detection and spill containment equipment to aid in the response to hazardous material leaks and spills. The amount that the Wichita Falls Fire Department HAZMAT Team will be applying for from the FY 2024 Homeland Security Grant Program #49828-01 will be \$36,326.88. This is a non-matching grant and if awarded, this HAZMAT Enhanced Equipment Project will be 100% funded.

☒ **Fire Chief**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the submittal of a grant application and designation of Authorized Official to the State Homeland Security Grant Program via the Office of the Governor for HAZMAT Enhanced Equipment

WHEREAS, The City Council finds it in the best interest of the citizens of Wichita Falls to fund the Wichita Fire Department with HAZMAT Enhanced Equipment Project (Grant/App: 49828-01) for the FY 2024 Homeland Security Grant Program; and,

WHEREAS, The City Council agrees to provide applicable matching funds for the said project as required by the State Homeland Security Grant Funding application; and,

WHEREAS, The City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and,

WHEREAS, The City Council designates, Darron Leiker, City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

The City Council approves submission of the grant application and designation of the Authorized Official for the Wichita Falls Fire Department HAZMAT Enhanced Equipment Project (Grant/App:49828-01) to the Office of the Governor.

PASSED AND APPROVED this the 6th day of February, 2024.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
February 6, 2024

ITEM/SUBJECT: Resolution authorizing the submittal of a grant application and designation of Authorized Official to the FY 2024 State Homeland Security Grant Program via the Office of the Governor for Technical Rescue Equipment.

INITIATING DEPT: Fire

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The Fire Department would like to make application to the State Homeland Security Grant Program through the Office of the Governor to purchase additional equipment for the Technical Rescue Team that was formed a few years ago. This Technical Rescue Equipment Project that the Wichita Falls Fire Department is applying for was identified after training and exercising showed some gaps in the capabilities of the current Technical Rescue equipment inventory. The amount that the Team will be applying for from the FY 2024 Homeland Security Grant #50259-01 will be \$25,700.00. This is a non-matching grant and if awarded, the Technical Rescue Equipment Project will be 100% funded.

☒ **Fire Chief**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the submittal of a grant application and designation of Authorized Official to the FY 2024 State Homeland Security Grant Program via the Office of the Governor for Technical Rescue Equipment

WHEREAS, the City Council finds it in the best interest of the citizens of Wichita Falls to fund the Technical Rescue Team with Technical Rescue Equipment (Grant/App: 50259-01) for the FY 2024 Homeland Security Grant Program; and,

WHEREAS, the City Council agrees to provide applicable matching funds for the said project as required by the State Homeland Security Grant Funding application; and,

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City Council designates Darron Leiker, City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

The City Council approves submission of the grant application and designation of the Authorized Official for the Technical Rescue Equipment Project (Grant/App:50259-01) to the Office of the Governor.

PASSED AND APPROVED this the 6th day of February 2024.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
February 6, 2024

ITEM/SUBJECT: Resolution authorizing the submittal of a grant application and designation of Authorized Official to the FY 2024 State Homeland Security Grant Program via the Office of the Governor for a sUAS Equipment Project.

INITIATING DEPT: Fire

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The Fire Department would like to make application to the State Homeland Security Grant Program through the Office of the Governor to purchase a Small Unmanned Aircraft system (sUAS), also known as a drone, for the Wichita Falls Fire Department – Fire Marshal’s division. This sUAS Equipment Project that the Wichita Falls Fire Marshal’s division is applying for will further enhance the capabilities of the Fire Department in regards to detection of heat signature, whether human or small devices such as IED’s that may put off heat. It can also be used in major HAZMAT situations, lost persons along with situational awareness at disaster scenes. The sUAS protects first responders in the field and can help search and detect through infrared or camera video. The sUAS also has loud speaker capabilities. The amount that the Wichita Falls Fire Marshal’s office will be applying for from the FY 2024 Homeland Security Grant #50911-01 will be \$13,150.00. This is a non-matching grant and if awarded, the sUAS Equipment Project will be 100% funded.

Staff recommends approval of the resolution.

☒ **Fire Chief**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the submittal of a grant application and designation of Authorized Official to the FY 2024 State Homeland Security Grant Program via the Office of the Governor for a sUAS Equipment Project

WHEREAS, The City Council finds it in the best interest of the citizens of Wichita Falls to fund the Wichita Falls Fire Department - Fire Marshal's division with a sUAS Equipment Project (Grant/App: 50911-01) for the FY 2024 State Homeland Security Grant Program; and,

WHEREAS, The City Council agrees to provide applicable matching funds for the said project as required by the State Homeland Security Grant Funding application; and,

WHEREAS, The City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and,

WHEREAS, The City Council designates Darron Leiker, City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

The City Council approves submission of the grant application and designation of the Authorized Official for the sUAS Equipment Project (Grant/App:50911-01) to the Office of the Governor.

PASSED AND APPROVED this the 6th day of February 2024.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
February 6, 2024

ITEM/SUBJECT: Resolution authorizing the City Manager to grant a one-year extension of the existing contract with American Medical Response Ambulance Service, Inc. (AMR).

INITIATING DEPT: Fire

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Privatization Opportunities/Practice Effective Governance

COMMENTARY: For the past six years, the City of Wichita Falls, Wichita County, and the cities of Burkburnett and Iowa Park have contracted with American Medical Response Ambulance Service, Inc. (AMR) for ambulance services. The current agreement will expire on February 20, 2024, and each entity may grant an extension for one year.

The EMS Advisory Committee has reviewed the contract and is confident that AMR will continue to provide adequate pre-hospital Emergency Medical Services to the City of Wichita Falls for the future of this agreement. As such, staff recommends the City Council approve the contract with AMR as presented.

☒ **Fire Chief**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

**Resolution authorizing the City Manager to grant a one-year extension
of the existing agreement with American Medical Response
Ambulance Service, Inc. (AMR)**

WHEREAS, the City entered into an exclusive agreement with American Medical Response Ambulance Services, Inc., on February 18, 2018; and

WHEREAS, the agreement executed was a five-year (5-year) agreement with five (5) one-year (1-year) extensions; and

WHEREAS, the current agreement expires on February 20, 2024; and,

WHEREAS, AMR has consistently performed to the standards outlined in the agreement; and

WHEREAS, the EMS Advisory Board has recommended the approval of the request; and

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

The City Manager is hereby authorized to execute the attached one year contract extension for ambulance services with AMR.

PASSED AND APPROVED this the 6th day of February, 2024.

MAYOR

ATTEST:

City Clerk

EXCLUSIVE RIGHTS CONTRACT

FOR EMS AMBULANCE SERVICE TO WICHITA COUNTY, SHEPPARD AFB TX, AND THE CITIES OF WICHITA FALLS, IOWA PARK, AND BURKBURNETT, TEXAS

This contract for EMS Services (“Contract”) entered into this ____ day of _____, 2024, by and between the Cities of Wichita Falls, Iowa Park, and Burkburnett, Texas, each a home rule municipal corporation of the State of Texas, the County of Wichita, and Sheppard Air Force Base, Texas, (hereinafter referred to all as the “Entities”) and American Medical Response Ambulance Services, Inc., hereinafter referred to as “Contractor”. The Entities and Contractor are collectively referred to herein as the “Parties.”

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained and other good and valuable consideration, including, without limitation, the award of exclusive EMS Service market rights, the receipt and adequacy of which are hereby forever acknowledged and confessed, the Parties agree as follows:

Article 1 - Definitions

The following words and phrases as used in this contract, unless a different meaning is plainly required by context, shall have the following meanings. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the contract document:

- 1.1 Ambulance: Any privately owned vehicle specifically equipped or specifically used for transporting the sick or injured and including, but not restricted to, emergency or transfer vehicles used for such purpose, and invalid coaches, but does not include funeral coaches used for the transportation of the dead or air ambulance service.
- 1.2 Ambulance service: Any transportation of patients or persons for hire or gratuitously, either for emergency or non-emergency reasons performed by an ambulance, but does not include funeral coaches used for the transportation of the dead or air ambulance service.
- 1.3 Attendant: A trained and/or qualified individual responsible for the operation of an ambulance and the care of the patients, whether or not the attendant also serves as driver.
- 1.4 Designated Call Type: Emergency Medical Dispatch designated call types are as follows:
 - Priority – Code 3 Life-Threatening Medical Call
 - Non-Priority – Code 1 or 2 Non-Life Threatening
- 1.5 Emergency/Urgent: An emergency is any circumstance that calls for an immediate action and which the element of time in transporting the sick, wounded or injured for unscheduled medical treatment at an emergency room or a facility providing emergency medical care is or may be essential to the health or life of any person.

- 1.6 Emergency Call: Any request for an ambulance that is made by telephone or other means of communication in circumstances which are or have been represented to be of an emergency/urgent nature, which requires an unscheduled transport to an emergency room at a hospital or a facility providing emergency care.
- 1.7 Emergency Medical Dispatch: A system whereby emergency call takers can evaluate the caller's type of medical or trauma situation so as to better dispatch emergency services and provide quality instruction to the caller before help arrives.
- 1.8 Emergency Medical Service (EMS): The provision of basic or advanced life support and transportation of patients to an emergency room of a hospital for emergency pre-hospital care. For this contract, EMS service is exclusively provided by a private contractor (the Entities' EMS provider) under contract. In addition, the Entities provide First Responder services (which may include basic or advanced life support) to its contracted EMS provider through member of the Entities Fire Departments.
- 1.9 Emergency Medical Service Personnel: A person employed to provide basic or advanced life support and certified as a basic emergency medical technician, emergency medical technician-intermediate, or an emergency medical technician-paramedic.
- 1.10 Emergency pre-hospital care: Care provided to the sick or injured either on the scene or during emergency transport to an emergency room at a hospital or a facility providing emergency medical care.
- 1.11 EMS Provider: The entity under contract with the aforementioned contractors (Entities) that provides EMS services to residents of the Cities of Wichita Falls, Iowa Park, Burkburnett, Wichita County, and Sheppard AFB.
- 1.12 First Responder: Members of the Entities' Fire Departments who are assigned responsibility for responding to calls received from each Entity's 911 Dispatch Center for emergency medical service.
- 1.13 Medical Facility: Any building or place of business established for the purpose of examination or treatment by a licensed physician of individuals that are sick or injured.
- 1.14 Non-emergency ambulance transfer service: The operation of a service to transport patients for non-emergency, previously scheduled, medical treatment from a point originating and terminating within Wichita County and Sheppard AFB.
- 1.15 Originates: For purposes of this chapter, a call for EMS services "originates" within the Entities' limits if the person in need of EMS service (emergency pre-hospital care or emergency ambulance).
INCOMPLETE SENTENCE
- 1.16 Stand-By: An occasion in which an ambulance is requested to be present at an event or incident involving a potential danger to personnel, participants, or the general public.

Article 2 - Franchise Granted

2.1 Exclusive EMS Franchise Granted

The Contractor shall provide all emergency medical service response for each of the aforementioned Entities and shall furnish its own employees, facilities, vehicles, on-board equipment, vehicle radio equipment, and computer-aided dispatch hardware and software. Contractor's ambulance services shall be financed exclusively on a fee for service basis, under a franchise fee arrangement according to this Contract.

Contractor may charge user fees for services rendered under this Contract, which are consistent with the market rates as determined by the Consumer Price Index for All Urban Consumers (CPI-U).

- a. Except for subsidies, if any, paid to Contractor under this Contract, Contractor shall be compensated for its services solely through the following sources:
 - (1) Third-party payers;
 - (2) Persons or entities who use ambulance services or other persons responsible for such use of ambulance services; and
 - (3) Contract purchasers of ambulance services, including facilities that contract for non-emergency and emergency inter-facility transports.
- b. The exclusive franchise rights granted by this contract do not apply to any ambulance or ambulance service or to the driver or attendant of any ambulance:
 - (1) Which is rendering assistance to patients in case of a major catastrophe or emergency with which the licensed ambulances of the Entities are unable to cope; or
 - (2) Which is transporting a non-emergent patient who is picked up from a location in or beyond the limits of the Entities and transported to a location within the Entities' territorial limits; or
 - (3) Which is transporting a patient who is picked up from a location beyond the limits of the Entities and transported to a location beyond the limits of the Entities and only incidentally passing through the Entities; or
 - (4) Which is transporting a patient who is picked up from a location within the Entities limits and transported to a location beyond the limits of the Entities; or
 - (5) Which is operated by an agent or employee of the federal or state government if such service is done in performance of his official duties.

2.2 Stand-By for Fire Incidents

Contractor shall provide, at no cost to each Entity, stand-by services for "working" Structure Fires in which the fire involves the structural components of a residential, commercial, or industrial building where there is at least one (1) hose line connected to an interior or exterior fire attack.

2.3 Patient charges

Contractor agrees to ensure an Average Patient Charge (herein after referred to as “APC”) as determined by fair market rates using information provided by the CPI-U.

2.4 Schedule of rates; posting

Every ambulance shall have posted, in a conspicuous place readily visible to the occupants, a statement showing the base rate and the mileage charge per loaded mile. Such rates, as posted, shall be the same as those contained in the schedules filed with the City Clerk of Wichita Falls and representatives of other Entities.

2.5 Franchise fee

To compensate the Cities and County for the use of public streets and right-of-way, the Contractor shall, during the term of this Contract, pay to the Entity of Wichita Falls for disbursement to each of the three Cities and County, at the office of the Director of Finance, in lawful money of the United States, five hundred dollars (\$500.00) each, or a total of two thousand dollars (\$2,000.00), which said remittance shall be made annually on November 1, and for the duration of the contract. The Franchise Fee shall be in lieu of any other fees or charges imposed by any other ordinance now or hereinafter in force during the life hereof, but shall not release the Contractor from the payment of ad valorem taxes levied, or to be levied, on property it owns.

2.6 Subsidy charges.

During the term of this Contract, Contractor will not require any form of subsidy to be paid by the Entities.

Article 3 - General Financial and Administrative Provisions

3.1 Assignment

The Contractor shall not assign any portion of this Contract without prior written consent of the Entities following approval by the Entities of Wichita Falls Emergency Medical Services Advisory Board. The Entities and the Board shall have discretion to approve or disapprove any assignment based on any reason they deem appropriate. Any assignment made contrary to the provisions of this Section 3.1 shall immediately terminate the Contract and shall not convey any rights to the assignee. Any material change in the Contractor’s ownership or control shall, for the purposes of the Contract, be considered an assignment. The Entities may require credentials and financial information from the proposed assignee and may base its consent to approve assignment in whole or in part on the information provided.

3.2 Permits and licenses

By execution of this Contract, Contractor represents and warrants that it currently holds and shall continue to hold during the term of this Contract any and all required federal, state, and local licenses required to perform the duties under this Contract. In addition, the Contractor shall make all necessary payments for licenses and permits to perform all obligations under this Contract. The Contractor assures that all necessary renewals shall be made on time. The Contractor is responsible for assuring that all of its personnel hold

valid state and local certifications at all times required to meet the Contractor's responsibilities under this Contract.

3.3 Compliance with laws and regulations

All services furnished by the Contractor under this Contract shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. It shall be the Contractor's sole responsibility to be fully familiar with all laws, rules, and regulations that apply to the services provided by the contractor and to comply with them at all times. Contractor shall immediately give notice to the Entities of any violations of such laws.

3.4 Audits and inspections

Each Entity may at any time, and without notification, directly observe the Contractor's operations at its communications center, maintenance facility, and any ambulance post location. Entity representatives may ride as an observer on any Contractor ambulance, subject to applicable law and Contractor's policies.

- a. The Entities shall have the right to audit the reports and data that the Contractor is required to provide under the Contract. Such audits will be conducted during normal business hours with a minimum of forty-eight (48) hours' notice to the Contractor.
- b. Contractor must keep all of its financial records in a manner consistent with generally accepted accounting principles as followed by the American Institute of Certified Public Accountants.
- c. Within one hundred twenty (120) days of the close of each fiscal year, Contractor must, at its expense, present to the Chair of the Wichita Falls EMS Advisory Board an audit report and consolidated financial statement of the business, whether sole proprietorship, company, partnership or corporation and its subsidiaries and affiliates, together with an auditor's opinion that the financial records are kept in conformity with generally accepted accounting principles and that the audit present fairly the financial position of the business. Notwithstanding the foregoing, if Contractor is a publicly traded company, Contractor may satisfy this paragraph by providing publicly filed documents required by the Securities and Exchange Commission.
- d. The books and records of the Contractor shall be open at any reasonable time for inspection by each Entities' Manager/Administrator, Judge, or official designee.

3.5 Reports

The Entities have the right to request information from Contractor to ensure the public safety and Contractor must provide the requested information within a reasonable period as determined by the Chair of the EMS Advisory Board or his designee. This information includes, but is not limited to:

- a. Monthly Response Time Compliance Report due by the 15th of the following month;
- b. A listing of each response time exception over ten (10) minutes, including the reasons for the exception;
- c. A listing of all emergency responses over the allowed response time within the Entities' Limits or jurisdictional/response district whether or not a transport was required;

- d. Vehicle availability log;
- e. Information about all complaints and the resolution of those complaints;
- f. A listing of all emergency calls requiring mutual aid, including aircraft, and the reason mutual aid was necessary;
- g. The Entities may decide other information is necessary to ensure superior system performance. The final decision for content, quantity, quality and frequency of information required from Contractor is in the sole decision of the EMS Advisory Board Chair or his designee.

3.6 Relationship of the Parties

Nothing in this Contract shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the contract. Nothing in the Contract shall create any rights or remedies in any third party, it being solely for the benefit of the Entities and the Contractor.

3.7 Rights and Remedies Not Waived

The Contractor hereby covenants that the provision of services to be performed by the Contractor under the Contract shall be completed without any further compensation than that provided for in the Contract. The acceptance of work under the Contract and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the Contract. In no event shall the payment of consideration by the Entities be construed as a waiver by the Entities of any default or breach by the Contractor. The payment shall in no way impair or prejudice any right or remedy available to the Entities with respect to default. Failure of either party hereto to insist on the strict performance of any of the contractual terms herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of future default or failure or performance.

3.8 End Term Provisions

The Contractor shall have ninety (90) days after termination of the Contract in which to supply the required financial statements and other such documentation necessary to facilitate the winding up of the Contract at the end of the term.

3.9 Notice of Litigation

The Contractor shall notify in writing the EMS Advisory Board Chair or his designee within seventy-two (72) hours of any material litigation or potential for material litigation of which the Contractor knows or has reason to know and which is in any way related to the Contract, involving, without limitation, the Contractor, the Contractor's related organizations, affiliates, subsidiaries, owners, and key personnel.

3.10 Terms and Renewal Provisions

The term of this Contract shall be for a period of five (5) years beginning _____. The Contractor may receive, at the discretion of the Entities, up to five (5) extensions of one (1) year each. To exercise a contract term extension, Contractor must, no later than six (6) months prior to the end of the initial term, request in writing for an initial one (1) year extension. Thereafter, to exercise additional authorized contract term extensions, Contractor must, no later than six (6) months prior to the end of the extension period, request in writing each additional one (1) year extension.

3.11 Performance security

Contractor shall establish and provide to Entities a performance security of twenty-five thousand dollars (\$25,000.00). The performance security shall be provided on an annual basis. The performance security will be fulfilled by a letter of credit, performance bond, or cash escrow account in a form acceptable to the Entities. The purpose of the performance security is to recover costs to the Entities for accepting and administering applications for an ambulance service in the event the Contract is terminated. Said performance security shall be forfeited for any of the following conditions:

- a. Failure to give one hundred twenty (120) days advance written notice of termination of business; or
- b. Failure to correct a breach of the terms and conditions of this contract within a thirty-day (30-day) period, after receiving written notice of same. A material breach is one that is of urgent public necessity (including, without limitation, if applicant's license permitting it to conduct its business has been revoked by the Texas Department of State Health Services, repeatedly failing to provide the proper number of or properly operating units, failing to provide liability insurance, engaging in discriminatory practices, any unsafe or illegal activity that might affect the citizens of Entities).

Article 4 - Insurance and Indemnification

4.1 Insurance requirements

At all times during the term of this Contract and throughout any extension periods thereof, Contractor shall obtain and pay all premiums for and furnish a Certificate of Insurance to the Entities for insurance as specified below. For liability arising from the actions or inactions of Contractor or Contractor's personnel, all such policies shall name each of the Entities as "additional insured." Contractor shall furnish the Entities with a Certificate of Insurance indicating that the types and amounts of insurance required hereunder are in full force and effect. Contractor shall provide the Entities with thirty (30) days written advance notice of any cancellation, change, termination, failure to renew or renewal, or any change in coverage of any such policy or policies reflected on said certificate.

Insurance coverage shall meet the following minimum requirements:

- a. Worker's compensation. Contractor bears all responsibility for any injuries or Injury related loss suffered by its employees, agents, or officers. Contractor shall have in place Worker's

Compensation Insurance as permitted by the laws of the State of Texas or maintain a similar employee injury benefit plan to provide the necessary coverages.

- b. Commercial General Liability. Commercial general liability insurance in an amount not less than two million dollars (\$2,000,000.00) per occurrence combined single limits (CSL) for all claims resulting from bodily injury (including death) and/or property damage arising out of the operations of the ambulance service authorized hereunder.
- c. Automobile liability. The following coverage is required:
 - i. Uninsured Motorist. Uninsured/underinsured motorist coverage, covering all automobiles and including all owned, hired, or leased vehicles in an amount equal to or greater than the minimum liability limits required by law;
 - ii. Employer's Non-Owned Auto Coverage. Employer's non-owned liability in an amount equal to the liability limits set forth in Subsection b, immediately above.
- d. Ambulance liability. A policy covering the liability created by ambulance operation to a limit called for in Subsection b. hereof. It is further understood that due to the nature of this risk, it is presently necessary to obtain this coverage through the Assigned Risk Pool, and that policy form must be accepted as offered,
- e. Malpractice. Malpractice insurance in an amount not less than two million dollars (\$2,000,000.00) for each claim.
- f. Excess liability insurance umbrella. Excess liability insurance umbrella in an amount of at least ten million dollars (\$10,000,000.00) shall be provided as additional coverage to all underlying liability policies (including Professional Liability). This policy may be written as a "Form Following Excess" policy.
- g. Submission of policies. Evidence of insurance policies required hereunder shall be submitted to the Entities. Satisfactory evidence that such insurance is at all times in full force and effect shall be furnished to the Entities.
- h. Effect of cancellation or termination. The cancellation or other termination of any policy of insurance required hereunder shall be cause for default by Contractor. The Entities have the right to automatically revoke and terminate this Agreement for ambulance service granted hereunder, unless another insurance policy complying with the provisions of this section shall be provided and be in full force and effect at the time of such cancellation or other termination.
- i. Issuers of policies. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Entity's Office of Risk Management as to conformance with these requirements.
- j. Deductibles. Contractor maintains several large deductible or self-insured retentions for insurance policies required herein. A policy may contain deductible amounts only if the Entities approve the amount and the scope of the deductible, but such approval shall not be unreasonable withheld.

Contractor shall assume and bear any claims and losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the Entities, its officers, agents and employees.

- k. Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Entities, its officers, agents and employees.
- l. Liability for premium. If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to Contractor for any further premium payment and has no right to recover any premiums for the Entities,
- m. “Occurrence” form required. All coverage, except professional liability, furnished hereunder shall be written on an “occurrence” basis not a “claims-made” basis, provided, however, a combination of “claims made” coverage and “extended reporting endorsement” (“tail coverage”) for a period of three (3) years following expiration of this Agreement shall be considered equivalent to “occurrence” coverage. Furthermore, nothing in this provision shall be construed as prohibiting partial self-funding of defined aspects of coverage, provided that self-funding financial arrangements and risk- management aspects are approved in writing by the Entities.

4.2 INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE ENTITIES AND ITS OWNERS, OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, COUNCIL MEMBERS, SERVANTS, ADJUSTERS, ATTORNEYS, HEIRS, SUCCESSORS, ASSIGNS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, PENALTIES, DAMAGES, EXPENSES, AND JUDGMENTS, ARISING OUT OF OR RELATING TO CONTRACTOR’S OPERATIONS OF EMS OR NON-EMERGENCY AMBULANCE TRANSFER SERVICE AS PROVIDED FOR IN THIS CONTRACT, INCLUDING THOSE CLAIMS, DEMANDS, LIABILITIES, PENALTIES, DAMAGES, EXPENSES, AND JUDGMENTS WHICH INVOLVE OR MAY INVOLVE THE ACTUAL OR ALLEGED NEGLIGENCE OF THE CONTRACTOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES. THE CONTRACTOR SHALL HAVE A RIGHT, AT ITS SOLE DISCRETION, TO DEFEND ANY SUCH SUIT WITH ATTORNEYS OF ITS OWN SELECTION AT ITS OWN EXPENSE. FOR PURPOSES OF THIS INDEMNIFICATION PROVISION, ACTS AND/OR OMISSIONS OF CONTRACTOR’S OFFICERS, AGENTS, AND EMPLOYEES SHALL BE CONSIDERED THE ACTS AND OMISSIONS OF CONTRACTOR. THE ENTITIES AGREES THAT IF CONTRACTOR’S INSURER IS REQUIRED TO RESPOND TO THIS INDEMNITY PROVISION PURSUANT TO THE CONTRACTUAL LIABILITY CLAUSE PROVIDED IN SECTION 4.1, SUCH INSURER SHALL BE LIABLE TO THE EXTENT OF THE POLICY LIMITS. NOTHING IN THE PRECEDING SENTENCE SHALL BE CONSTRUED TO LIMIT THE LIABILITY OF CONTRACTOR FOR THE INDEMNITY REQUIRED IN THIS SECTION; IT IS EXPRESSLY UNDERSTOOD THAT CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE INDEMNIFICATION PROVIDED HEREIN.

Article 5 - Default and Termination Provisions

5.1 Events of Default

- a) This contract is subject to termination or suspension by the Entities where it shall appear that any of the following events of default has occurred:
1. The Contractor has failed or neglected to render the full service granted by this contract, including the performance of all emergency responses, subject to the Force Majeure provisions in Section 9.14.
 2. The contract was obtained by an application of which any material fact was omitted or stated falsely.
 3. The Contractor has permitted its vehicles to be operated in violation of any law excluding motor vehicle moving violations.
 4. The Contractor has failed to comply with any of the material provisions hereof, or has willfully or knowingly violated any of the material provisions hereof.
 5. The Contractor has given or allowed a rebate commission or any reduced rate discount not provided for in the rates established and prescribed herein, or as otherwise acceptable by Medicare and/or Medicaid.
 6. The Contractor or his agent has induced or sought to induce a change of destination to or from a hospital or other place specified by the person hiring the ambulance, provided, however, this shall not apply to emergencies.
 7. The Contractor or his agent has knowingly received any payment, favor or gratuity from any mortuary operating in the Entities for the purpose of inducing any person transported by said Contractor or his agent to utilize the services of said mortuary, and no Contractor shall engage in or have any financial interest in a mortuary service.
 8. The Contractor allows his insurance as required in this Contract to be canceled, withdrawn or terminated without having obtained replacement coverage.
 9. The Contractor allows his vehicles or equipment to become damaged, deteriorated or unclean to the extent that it is, in the judgment of the Entities, unfit for public use and does not correct the condition within thirty (30) days' written notice from the Entities.
 10. Performance security as required under this Contract has not been secured or is allowed to be revoked or canceled.
 11. The Contractor files for, or is voluntarily or involuntarily placed in, bankruptcy, is otherwise insolvent, or cannot pay its debts or obligations as they become due.
 12. The Contractor's license is suspended or revoked by the Texas Department of State Health Services.

5.2 Continuous Service Delivery

The Contractor expressly agrees that, in the event of termination by the Entities due to default by the Contractor as set forth in Section 5.3, the Contractor will cooperate and work with the Entities to assure continuous delivery of services regardless of the underlying cause of the default. The Contractor agrees that there is a public health and safety obligation to assure that the Entities is able to provide uninterrupted service delivery in the event of default even if the Contractor disagrees with the determination of default. Further, the Contractor agrees that if notified by the Entities of a determination of default and intent to execute an emergency takeover of the system, that the Contractor will cooperate fully with the emergency takeover and shall only challenge or appeal the emergency takeover after the emergency takeover has been completed.

5.3 Declaration of default and transfer of service

- a) In the event the Entities determines that a default has occurred, Entities shall provide notice of the default to Contractor and may terminate the Contract if the default is not cured within sixty (60) days of such notice to the Contractor.
- b) In the event the Entities determines that a default has occurred, and if the nature of the default is, in the sole opinion of the Entities, such that public health and safety are endangered, the Entities shall give Contractor written notice specifying the particular complaints and identifying them as appropriate. Contractor will be given five (5) calendar days to remedy or correct said default. In the event Contractor fails to remedy or correct said default within the time as set forth above, the Entities, at its option, may select an alternate provider for EMS and Non-Emergency Ambulance Transfer Service or require Contractor to cooperate completely and immediately with the Entities to effect a prompt and orderly transfer to the Entities of the EMS responsibilities and of the Non-emergency Ambulance Transfer Service to another provider, as set forth in this Agreement.
- c) In the event the Entities elects to take over EMS, Contractor shall transfer its responsibilities, and the performance security within seventy-two (72) hours after the finding of default is made by the Entities.
- d) Contractor may not delay the transfer of the performance security even if the breach of contract may be in dispute. Notwithstanding the foregoing, at the sole discretion of the Entities, it may determine that the Contractor has defaulted in a manner that is deemed immediately detrimental to the patients and/or system and the Entities may immediately terminate the contract. The Contractor will not be prohibited from disputing any findings of default through litigation; provided, however, that such litigation will not have the effect of delaying, in any way, the immediate transfer of operations to the Entities. Such dispute by the Contractor will not delay the Entity's access to funds made available by the letter of credit, performance bond or cash account.
- e) These provisions are stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a default has occurred will be initiated and shall take place only after the transfer of operations to the Entities has been completed, and must not, under any circumstances, delay the process of transferring operations to the Entities or delay access to performance security funds as needed by the Entities to finance such transfer of operations.

- f) The Contractor's cooperation with and full support of the Entities' termination of the Contract, as well as the Contractor's immediate release of performance security funds to the Entities, will not be construed as acceptance by the Contractor of the declaration of default, and shall not in any way jeopardize the Contractor's right of recovery should a court later find that the declaration of default was made in error. However, failure on the part of the Contractor to cooperate fully with the Entities to affect a smooth and safe transition shall itself constitute an additional breach of this Contract.

5.4 "Lame Duck" Provisions

Should Contractor fail to prevail in a future procurement cycle, they shall continue to perform all services required under this Contract until the new contractor assumes service responsibilities. Under these circumstances, Contractor would serve as a "lame duck" contractor. To ensure continued performance fully consistent with the requirements of this Agreement throughout any such "lame duck" period, the following "lame duck" provisions shall apply:

- a. Throughout such "lame duck" period, Contractor shall continue all operations and support services at the same levels of effort and performance as were in effect prior to the award of the subsequent contract to a competing firm;
- b. Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting Contractor's service and operating costs to maximize profits during the final stages of this Contract;
- c. The Entities recognize that, if a competing firm prevails in a future procurement cycle, Contractor may reasonably begin to prepare for transition of service to the new contractor during the "lame duck" period, and the Entities shall not unreasonably withhold its approval of Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, so long as such transition activities do not impair Contractor's performance during the "lame duck" period, and so long as such transition activities are approved in advance by the Entities.
- d. During the "lame duck" period, Contractor may not change employee benefits, wages or working conditions after the award of the Contract to a successor firm without the written consent of the Entities.

Article 6 - Conduct of Business

6.1 Level of Care

- a) The Contractor shall provide all emergency medical service response to the aforementioned Entities.

- b) All EMS services will be provided at the mobile intensive care unit (MICU) level, and non-emergency ambulance transports can be accomplished at the appropriate level as agreed upon by the Contractor and the sending medical facility.
- c) MICUs shall be staffed with at least two (2) emergency medical services personnel, one (1) of whom shall be at least an EMT-B and one (1) of whom shall be an EMT-P. The Contractor agrees that the EMT-P must perform and ride as the attendant on all calls requiring advanced life support care. At all times and in all cases each MICU must be staffed in accordance with the applicable Federal, State and local laws, rules and regulations. In addition, each MICU must contain the equipment specified under the applicable State and Federal laws, rules and regulations for MICU or the equipment and supplies list provided by the Contractor, whichever is more stringent.

6.2 Contractor Equipment

Contractor will be responsible for providing any and all equipment necessary for the provision of ambulance services in this system, including all fixed locations. Contractors must outline their equipment maintenance program and replacement schedules for all major equipment, such as monitor/defibrillators, stretchers, suction units.

6.3 Ambulance Fleet

Contractor shall provide a detailed plan for the management of an ambulance fleet MICU's, support vehicles, and equipment necessary to provide the minimum coverage and staffing plan detailed in section 6.4. The plan shall provide detailed specifications that describe the vehicles and equipment to be used, including as a minimum:

- a. No front-line ambulance to have mileage of more than two hundred thousand (200,000) miles or five (5) years in age, and no Reserve ambulance to have mileage of more than two hundred fifty thousand (250,000) or six (6) years old.
- b. All ambulances must meet Federal Specification KKK-1822 and be certified by the manufacturer to meet these specifications.
- c. All ambulances used for EMS calls must be Type I, Type II or Type III with a gross vehicle weight of ten thousand and one (10,001) pounds or greater.
- d. A minimum of one (1) bariatric-capable ambulance in the Contractor Fleet at all times. This bariatric-capable unit will be less than six (6) years old and have fewer than two hundred fifty thousand (250,000) miles.

Contractor must implement a vehicle maintenance program designed to prevent vehicle malfunctions and critical failures, and to meet all requirements for service as required by this Contract. Contractor must also implement a replacement schedule for all vehicles as required by this Contract. Within one hundred fifty (150) days from the effective date of this Contract, the Contractor's vehicle maintenance program and the Contractor's replacement schedule must be submitted in writing to the Entities, and, in its sole discretion, the Entities shall have the right to require Contractor to modify same to meet the Entities' approval.

6.4 Coverage and Staffing Plan

Contractor must provide an ambulance coverage plan and deployment model estimated by the Contractor to be sufficient or even in excess of what may be necessary to meet the performance standards required herein. The coverage plan and staffing plan must include a minimum of four (4) MICU Ambulances devoted to EMS calls for the daytime operational period, and three (3) MICU Ambulances devoted to EMS calls for the nighttime operational period. Contractor shall maintain reserve units to increase production should temporary system overload persist. Contractor's coverage plan shall include post/station locations, unit hours per day, and shift schedules to allow ongoing evaluation of the thoroughness of the system status management.

6.5 First Responder Support

- a) Contractor shall implement and maintain an appropriate first responder organization (FRO) agreement with the Entities as the First Responder.
- b) Contractor shall restock supplies that are comparable with the Registered First Responder Organization for all disposable medical supplies and medications used by First Responders when treating patients. Contractor will provide, at no cost, an exchange of AMR Owned/FRO out-of-date medications and supplies prior to expiration.
- c) Contractor shall support in-service training for First Responders, which will benefit the EMS system as a whole. This training should, at a minimum, facilitate on-scene interactions with Contractor's personnel by offering joint EMS training and provide access to the Contractor's educational programs needed for the continued certification of First Responders.

6.6 Communications and Communication Center

- a) Contractor shall furnish and manage ambulance dispatch and communication services. Such services shall include, but are not limited to, dispatch personnel, in-service training, quality improvement monitoring, and related support services.
- b) The Contractor shall utilize a computer-aided dispatch system to record dispatch information for all ambulance requests. The CAD time recording system shall include the date, hour, minutes, and seconds. All radio and telephone communications, including pre-arrival instructions and time track, must be recorded and kept for a minimum of ninety (90) days.
- c) The computer-aided dispatch system shall meet the reporting requirements as specified herein-
 - 1. Dispatch Computer. The dispatch computer supplied by the Contractor shall be capable of the following:
 - a. Electronic data entry of every response on a real time basis;
 - b. Prioritization of deployment planning; displaying calls received for runs pending, runs in progress, transfers scheduled up to twenty-four (24) hours in advance, and status of ambulance resources available for service;

- c. Continuous display of unit time in each response status: Automatic display of units exceeding pre-determined “time in status” criteria for deployment and crew safety;
 - d. Immediate recall on any current, previous, or pre-scheduled run for inquiry by date, incident number, location, or patient name;
 - e. On-line, real-time visual display showing a deployment plan and prioritization of area coverage for that time of day and day of week;
 - f. Automated integration with digital paging and mobile status messages;
 - g. Simultaneous and continuous printed logs of deployment;
 - h. Security features preventing unauthorized access or retrospective adjustment and full audit trail documentation; and
 - i. GPS monitoring of the entire ambulance fleet.
- d) Communication Center Data Capabilities. The Contractor’s electronic data system must be capable of producing the following reports to be utilized in measuring response time compliance:
- 1. Emergency life-threatening and non-life-threatening response times by priority;
 - 2. Unscheduled non-emergency and scheduled non-emergency by priority;
 - 3. Out-of-chute response times by crew members;
 - 4. On-scene times;
 - 5. Hospital drop times by crew members;
 - 6. Emergency and non-emergency responses by hour and day;
 - 7. Dispatch personnel response times reports;
 - 8. Canceled run report;
 - 9. Demand analysis report; and
 - 10. Problem hour assessment.
- e) Dispatch Card. Contractor shall fully complete a manual “dispatch card” approved by the Entities for each dispatch of an ambulance when the computer is inoperable. The Contractor’s personnel,

following the resumption of normal service of the CAD system, shall enter manual dispatch cards into the CAD system.

- f) Personnel, Staffing and Emergency Medical Dispatch (EMD). The Entities do not allow the concept of “call screening.” It shall be a breach of this contract for the contractor to fail to respond to a call for emergency transport or to render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide emergency ambulance services to any location within the Entities’ limits because of the patient’s perceived, demonstrated, or stated inability to pay for such services, or because of an unavailability status or the location of any ambulance unit at the time of the request.
- g) The Contractor shall, on all calls, announce on their radio frequency, they are “en-route” to an incident or call so that each Entity may have situational awareness. This will include location of incident and nature of the call. The contractor shall maintain one hundred percent (100%) voice-over-radio communications capabilities with each Entity at all times.
- h) The Contractor will purchase and install at their own expense, 800 MHz radios for each unit licensed to operate in the City Limits, that is capable of communicating directly with the Wichita Falls Fire Department, as well as VHF radios that are capable of communicating with each First Responder Organization in the defined service areas. The City of Wichita Falls will provide contractual pricing of system compatible radios. The equipment purchased by Contractor must meet City expectation of being able communicate with Cities.
- i) The Contractor will maintain a “back-up” dispatch center and plan in the event of loss of communications, 9-1-1 outages, etc. This will be maintained at a ready state 24/7 and will include capabilities to ensure dispatching compliance as set forth in this contract.

6.7 Personnel

Contractor must provide fully certified personnel, as defined in Chapter 773 of the Texas Health and Safety Code, as amended, to operate its ambulance vehicles. Any person employed as an emergency ambulance attendant within the Entities must be currently certified by the Texas Department of State Health Services as an Emergency Medical Technician, Advanced Emergency Medical Technician, or Emergency Medical Technician-Paramedic as appropriate for the units which the person is staffing.

6.8 Identification

- a. Contractor shall adopt and use a distinctive uniform color scheme that represents and identifies AMR.
- b. Each ambulance shall be identified with the Contractor’s business name and in accordance with the rules and regulations set forth by the Texas Department of State Health Services or other regulating agency.
- c. No other type of advertising may be used on the vehicle.

6.9 Other Obligations

- a) Although the Contractor may seek outside obligations, the Contractor may not use any of the Contractor's EMS system infrastructure or factors of production to provide service for any other purpose not covered by the Contract, unless the Contractor first presents a plan and receives written approval from the Entities. Under no circumstances will such outside obligations interfere with the Contractor meeting its obligations to this system to include:
1. Stand-By and Special Events Coverage. Upon request by law enforcement or fire department officers, the Contractor shall furnish courtesy stand-by coverage at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public. Other community service-oriented entities may request stand-by coverage from the contractor. The Contractor is encouraged to provide such non-dedicated stand-by coverage to events if possible.
 2. Community Education Requirements. The Entities desire that their Contractor take significant steps to improve access to the 9-1-1 system and participate in community education programs emphasizing preventive health care. These programs are to be made available to schools and community groups. It is the expectation that the Contractor must plan such programs working collaboratively with the Entities and other public safety groups, such as the American Heart Association, the American Red Cross, and local fire departments.
 3. Mutual Aid. The Contractor may enter into mutual aid agreements with other agencies which will utilize the other provider's units to occasionally respond to calls within the system's jurisdiction, provided that the level of service is substantially equal to that provided by the contractor. Mutual aid may be utilized to augment, but not replace, the services that the Entities are requiring from the Contractor. In every case, the Contractor will be held accountable for the performance, including response times, of any mutual aid provider used in the system.
 4. Disaster Assistance and Response. The Contractor shall be actively involved in planning for and responding to any declared disaster in the area. In the event a disaster within the area is officially declared, normal operations shall be suspended and the Contractor shall respond in accordance with the Entities' disaster plan. The Contractor shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of declared disaster, the Entities will not impose performance requirements and penalties for response times.
- b) The direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties shall be submitted to the appropriate agencies for cost recovery. The Entities will provide all reasonable assistance to the Contractor in recovering these costs; however, the Entities shall not be responsible for payments to Contractor.

Article 7 - Performance Expectations and Measurement

7.1 Response Time and Promptness of Service

- a) Each Entity's primary 9-1-1 dispatch center will process all medical calls which will be forwarded to the Contractor's dispatcher center. The response time compliance for each entity will be determined by averaging all calls for that month -
 - 1. Within the City Limits of Wichita Falls – ten (10) minutes, ninety-five percent (95%) of the time for the calendar month.
 - 2. Within the City Limits of Burkburnett – eighteen (18) minutes, ninety-five percent (95%) of the time for the calendar month.
 - 3. Within the City Limits of Iowa Park – fifteen (15) minutes, ninety-five percent (95%) of the time for the calendar month.
 - 4. To the Main Gate or Missile Road Gate of Sheppard AFB – ten (10) minutes, ninety-five percent (95%) of the time for the calendar month.
 - 5. To any part of Wichita County – twenty-five (25) minutes, ninety-five percent (95%) of the time for the calendar month.
- b) If any response is greater than the above listed times, it will be reported to the Entities' Designee at the 15th of the following month.

7.2 Delivery of Service and Response Time Penalties

Contractor must provide the Entities' Designee with a monthly report indicating its total Priority responses (Code 3 Life-Threatening Medical Call) in each Entity's defined service area, demonstrating its monthly compliance with the promptness requirement, and indicating its overall average response time for all Priority calls (Code 3 Life-Threatening Medical Call) in the Entities' limits. If the overall monthly response time does not fall within sections 7.1(a), (1-5), the Contractor shall be deemed to have been out of compliance for monthly average response time and shall be assessed liquidated damages for that month. The liquidated damages shall be in the amount of one thousand dollars (\$1,000.00) per month for EACH "Late Response", per Entity (Exception: Sheppard AFB), whose response time was out of compliance. The damages shall be paid in full by the 1st of the following month.

7.3 Measurement and Time Intervals

- a) For the purposes of this contract, response times will be measured from the time the call is received on the Contractor's communications center Computer Aided Dispatch (CAD) terminal until a ground ambulance from the contractor or another authorized mutual aid Paramedic staff arrives at the incident location and stops the response time clock.
- b) For all types of requests for ambulance service, the response time clock shall be stopped by transmission from Contractor's ambulance or authorized mutual aid ambulance of the "unit arrived

on scene” status. Such transmission shall not be made until the ambulance actually arrives at the specific address or location dispatched. In the instance of apartment or business complexes, such transmission shall not be made until the ambulance actually arrives at the point closest to the specified apartment or business to which it can reasonably be driven.

- c) “Arrival On-Scene” is defined as the moment an ambulance crew notifies the EMS Dispatch Center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g., staging areas for hazardous scenes), “arrival on scene” shall be the time the ambulance arrives at the designated staging location. In instances when the ambulance fails to report “on scene,” the time of the next communication with the ambulance will be used as the “on-scene” time. However, the contractor may appeal such instances when it can document the actual arrival time through other means, such as First Responders or AVL position reporting.

7.4 Upgrades, Downgrades, Reassignments

a. Upgrades

If an assignment is upgraded to emergency from non-emergency prior to the arrival on scene of the first ambulance, the Contractor’s compliance with contract standards will be calculated based on the shorter of:

- Time elapsed from call receipt to time of upgrade plus the higher priority response time standard

b. Downgrades

If an assignment is downgraded prior to the arrival on scene of the first ambulance, the Contractor’s compliance with contract standards and penalties will be calculated based on:

- The lower priority response time requirement, if the unit is downgraded before it would have been judged “late” under the higher priority response time requirement, or
- The higher priority response time requirement, if the unit is downgraded after it would have been judged “late” under the higher priority response time requirement.

c. Reassignment en-route

If an ambulance is reassigned en-route prior to arrival on scene (e.g., to respond to a higher priority request), the Contractor’s compliance will be calculated based on the response time requirement applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an ambulance on the scene from which the ambulance was diverted.

d. Disregarded en-route

If an ambulance is cancelled (disregarded) by an authorized agency after an assignment has been made but prior to the arrival of the first ambulance, and no ambulance is required at the dispatch location, the response time clock will stop at the moment of cancellation. If the elapsed response time at the moment of cancellation exceeds the response time requirement for the assigned priority of the call, the unit will be determined to be “late.”

- e. Each incident a single response

Each incident will be counted as a single response regardless of the number of units that respond. The dispatch time of the first ambulance dispatched and the on scene time of the first arriving Contractor's or authorized mutual aid ground ambulance will be used to compute the response time for the incident.

7.5 Response Time Exceptions and Exemption Requests

- a) The Contractor shall maintain mechanisms for reserve response capacity to increase production should temporary system overload persist. However, it is understood that from time to time unusual factors beyond the Contractor's reasonable control may affect achievement of the specified response time requirement. These unusual factors are limited to unusually severe weather conditions and declared disasters.
- b) Without limitation, equipment failures, traffic congestion, ambulance failures, dispatch errors, inability to staff units, and other causes will not be grounds for granting an exception to compliance with the response time requirements.
- c) If the Contractor thinks that any response or group of responses should be excluded from the compliance calculations due to "unusual factors beyond the Contractor's reasonable control," the Contractor may provide detailed documentation to the affected Entity's Designee and request that the Entity exclude these runs from response time calculations and late penalties. The Entity's Designee will have the sole authority to grant or deny the requested exclusion.

Article 8 - Clinical and Employee Provisions

8.1 Medical Oversight

The Contractor must furnish a medical director who meets the approval of the Entities. The Contractor's medical director will collaborate with each Entity's Medical Director to establish a single set of EMS system protocols.

- a. The Contractor's Medical Director shall have the following duties:
 - 1. Develop medical protocols for the ambulance service and periodically revise same. Medical protocols provide guidance in the patient care, treatment and transportation for emergency medical technicians and paramedics. The protocols should also provide a standard to evaluate patient care and a template for quality improvement.
 - 2. The Medical Director will periodically evaluate the performance of employees and will oversee the in-service and audit programs to ensure quality.
 - 3. Conduct medical audits of individual cases as requested by the Entities.

Article 9 - General Provisions

9.1 Character and Competence of Personnel

All persons employed by Contractor in the performance of work under this Contract shall be competent and holders of appropriate permits in their respective trades or professions. The Entities may demand the removal of any person employed by Contractor, subject to Contractor's sole discretion, who chronically misconducts his or her self or is chronically incompetent or negligent in the due and proper performance of his or her duties, and he or she shall not be reassigned by Contractor for production of services under this Contract without the written consent of the Fire Chief of Wichita Falls or his designee, and shall be required to document in writing the specific reasons for exercising rights relative to any given employee, and shall also give that employee an opportunity to defend himself in the presence of Contractor's Manager and Medical Director, and the Entities prior to removal.

9.2 Attorney Fees

If any party institutes litigation against another party to secure its rights pursuant to this Contract, each party shall pay its own actual and reasonable costs of litigation and attorney's fees.

9.3 Non-Discrimination

Contractor agrees as follows:

Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, sex, sexual orientation, or age. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, national origin, disability, sex, sexual orientation, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, disability, sex, sexual orientation, or age.

9.4 Compliance with Laws

The services furnished by Contractor under this Contract shall be rendered in substantially full compliance with applicable federal, state and local laws, rules and regulations. It shall be Contractor's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Contract and to maintain compliance with those applicable standards at all times.

9.5 Severability

In the event any provision hereunder is determined to be illegal, invalid or unenforceable under applicable law, said provision shall be deemed deleted from this Contract as if never contained herein and the remainder of this Contract shall remain enforceable.

9.6 Headings

The Paragraph headings, articles, sections and captions contained in this Contract are solely for the convenience of the Parties and shall in no manner be construed as part of this Contract.

9.7 Choice of Law

This Agreement shall be governed by the laws of the State of Texas, and, in the event of litigation with respect to this Agreement or any of its terms, venue shall rest exclusively in Wichita County, Texas.

9.8 Limits of Fiscal Liability

Contractor hereby acknowledges and accepts that an award of market rights and earned opportunity for renewals of those exclusive market rights constitutes the Entities' sole obligation to Contractor pursuant to this Contract, and its execution by the Entities shall not be construed as creating a pecuniary obligation on the part of the Entities.

9.9 Entire Agreement

This Contract supersedes any and all other agreements, whether oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Contract that is not contained herein shall be valid or binding unless in writing signed by all Parties.

9.10 Amendment

This Contract may only be amended in writing and signed by individuals duly authorized to execute such amendments, and only upon the agreement of all parties.

9.11 Correspondence

All notices hereunder by each Party to another shall be in writing, delivered personally, by certified or registered mail (postage prepaid), return receipt requested, or by overnight courier services (charges prepaid), and shall be deemed to have been duly given when delivered personally, when deposited in the United States mail, or delivered to the overnight courier, addressed to each Entity.

9.12 Independent Contractor

The relationship of Contractor to the Entities shall be that of an independent contractor. Nothing herein contained shall be construed as constituting Contractor as an employee, agent, servant, or department of the Entities. The Entities shall not be liable for the acts of Contractor, its officers, members, agents or employees.

9.13 Subcontracting

Contractor shall not subcontract any part of its performance under this Contract without the expressed written approval of the Entities' Manager or his designee. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the Entities, in connection with this Contract only, as if they were employees of Contractor.

9.14 Force Majeure

Timely performance by the Parties is essential to this Contract. However, no Party is liable for delays or other failures to perform its obligations under this Contract to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, and other acts of God, explosions, war, terrorist acts, riots, court orders, and the acts of the superior government or military authority. This relief is not applicable unless the affected Party does the following:

- a. uses due diligence to remove the effects of the Force Majeure as quickly as possible; and
- b. provides the other party with prompt written notice of the cause and its anticipated or experienced effect.

9.15 Access to Records

As an independent contractor of the Entities, Contractor shall, in accordance with 42 U.S.C., § 1395x(v)(1)(1) (Social Security Act § 186(v)(I)(I) and 42 C.F.R., Part 420, Subpart D, § 420.300, et seq., until the expiration of four (4) years after the furnishing of Medicare reimbursable Services pursuant to this Contract, upon proper written request, allow the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives access to this Contract and to Contractor's books, documents and records (as such terms are defined in 42 C.F.R. § 420.301) necessary to verify the nature and extent of costs of Medicare reimbursable Services provided under this Contract. In accordance with such laws and regulations, if Medicare or Medicaid reimbursable services provided by Contractor under this Contract are carried out by the means of a subcontract with an organization related to Contractor, and such related organization provides the services at a value or cost of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period, then the subcontract between Contractor and the related organization shall contain a clause comparable to the clause specified in the preceding sentence. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by Contractor or the Entities by virtue of this Contract.

9.16 Change in Law

Notwithstanding any other provision of this Contract, if the governmental agencies (or their representatives) which administer Medicare, any other payor, or any other federal, state or local government or agency passes, issues or promulgates any law, rules, regulations, or interpretation, or any court of competent jurisdiction renders any decision or issues any order, at any time while his Contract is in effect, which prohibits, restricts, limits or in any way "materially" changes the method or amount of reimbursement or payment for EMS services rendered under this Contract, a Party may give the other notice of intent to amend this Contract to the satisfaction of all Parties, to compensate for such prohibition, restriction, limitation or change. Upon receipt of this notice, the other party will have thirty (30) days to review the issue and then may dispute and legally resolve the issue prior to the start of the one hundred eighty-day (180-day) period. If this Contract is not so amended in writing within one hundred eighty (180) days after said notice was given, this Contract shall terminate at midnight (12:00 a.m.) on the one hundred eightieth (180th) day after said notice was given.

9.17 Consents, Approvals and Exercise of Discretion

Except as may be herein specifically provided to the contrary, whenever this Contract requires any consent or approval to be given by a Party, or where the Party must or may exercise discretion, the Parties agree

that such consent or approval shall not be unreasonably withheld or delayed, and such discretion shall be reasonably exercised in good faith.

9.18 Third Parties

None of the provisions of this Contract shall be for the benefit of third parties or enforceable by any third party. Except as provided above, any agreement to pay an amount and any assumption of a liability herein contained, expressed or implied, shall only be for the benefit of the Parties hereto and such agreement or assumption shall not inure to the benefit of any third party, including an obligee.

9.19 Waiver

No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Contract or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any other covenant, duty, agreement or condition. Any waiver must be specifically stated as such in writing.

9.20 Change in Control of the Contractor

If any person, entity or group of persons acting in concert proposes to acquire a change in control of the Contractor, directly or indirectly, the Contractor shall provide the Entities at least thirty (30) days' written notice of the change in control of the Contractor, which notice shall identify the person or entity that will acquire, directly or indirectly, Control of the Administrator.

9.21 Counterparts

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

9.22 Boycott Verification

Pursuant to the Texas Government Code, all Entities listed below, each signatory being over the age of eighteen years and signing in his or her official capacity representing an Entity that is a Party to this contract with the City of Wichita Falls, City of Burkburnett, City of Iowa Park, and the County of Wichita, Texas, hereby swear and verify under oath:

- (1) Entity does not boycott Israel;
- (2) Entity will not boycott Israel during the term of this contract;
- (3) Entity does not boycott energy companies;
- (4) Entity will not boycott energy companies during the term of this contract;
- (5) Entity does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

- (6) Entity will not discriminate against a firearm entity or firearm trade association during the term of the Contract.

9.23 Wards of Entities

Contractor shall provide to Entities, at no additional charge, service to persons who are wards of the Entities. The term “ward” shall mean a person who is in the custody, care and protection of one of the Entities.

9.24 Limitations on Adjudication Awards

Damages awarded against Entities in an adjudication brought against Entities arising under this Contract may not include consequential damages, exemplary damages, or attorney’s fees, court costs, or other costs of litigation. All other damages in aggregate are capped at one hundred thousand dollars (\$100,000.00).

IN WITNESS HEREOF, the parties have executed this agreement on this _____ day of _____, 2024.

City of Wichita Falls
P.O. Box 1431
Wichita Falls, Texas 76307

By: _____
Darron Leiker
City Manager

Attest: _____
City Clerk

City of Iowa Park
P.O.Box 190
Iowa Park, Texas 76367

By: _____
Jerry Flemming
City Manager

Attest: _____
City Secretary

City of Burkburnett
500 Sheppard Road
Burkburnett, Texas 76354

By: _____
Fred Tillman
City Manager

Attest: _____
City Clerk

Wichita County
900 7th Rm. 260
Wichita Falls, Texas 76301

By: _____
Jim Johnson
County Judge

Attest: _____
County Clerk

Sheppard Air Force Base
Wichita Falls, Texas 76311

By: _____

Name: _____

Title: _____

American Medical Response Ambulance Service, d/b/a
American Medical Response, Inc.
6363 South Fiddler's Green Circle, Suite 1400
Greenwood Village, CO 80111

By: _____

Name: _____

Title: _____

CITY COUNCIL AGENDA
February 6, 2024

ITEM/SUBJECT: Resolution authorizing the City of Wichita Falls's continued participation with the Oncor Cities Steering Committee (OCSC); and authorizing the payment of ten cents per capita to the Oncor Cities Steering Committee to fund regulatory and Legal Proceedings and Activities Related to Oncor Electric Delivery Company, LLC.

INITIATING DEPT: Legal

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice effective governance

COMMENTARY: The City is a member of a 169-member city coalition known as the Steering Committee of Cities Served by Oncor (OCSC). This resolution authorizes the continuation of the City's membership and approves the assessment and payment of a ten cent (\$0.10) per capita fee to fund the activities of OCSC.

OCSC undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. OCSC has been in existence since the late 1980s and took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, OCSC has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

OCSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

☒ **City Attorney**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City of Wichita Falls's continued participation with the Oncor Cities Steering Committee; and authorizing the payment of ten cents per capita to the Oncor Cities Steering Committee to fund regulatory and Legal Proceedings and Activities Related to Oncor Electric Delivery Company, LLC.

WHEREAS, the City of Wichita Falls is a regulatory authority Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee of Cities Served by Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee at its December 2023 meeting set a budget for 2024 that compels an assessment of ten cents (\$0.10) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

NOW, THEREFORE, BE IT RESOLVED that we, the City Council of the City of Wichita Falls, Texas:

I. That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Wichita Falls and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II. The City is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III. A copy of this Resolution and the assessment payment check made payable to *Steering Committee of Cities Served by Oncor* shall be sent to:

Brandi Stigler
Steering Committee of Cities Served by Oncor
c/o City Attorney's Office
Mail Stop 63 0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010.

PASSED AND APPROVED this the 6th day of February, 2024.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
February 6, 2024

ITEM/SUBJECT: Resolution authorizing the City Manager to make application for a grant from the Office of the Governor, FY2025 Criminal Justice Grant Program, in the amount up to \$65,000.00.

INITIATING DEPT: Police

STRATEGIC GOAL: Efficient Delivery of City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The City of Wichita Falls is eligible to apply for a Criminal Justice Grant from the Office of the Governor, FY 2025 Criminal Justice Division Grant Program. The Wichita Falls Police Department is looking for funding to purchase a commercial grade incinerator. The total cost of this equipment is \$39,900.00, and the remaining funds will be used for installation purposes. The incinerator will be installed on a concrete pad; a protective metal cover will be erected covering the equipment. The funds will also be used to route necessary utilities needed for proper operations. The total amount for this grant application will be up to \$65,000.00, with no match requirement.

☒ **Police Chief**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to make application for a grant from the Office of the Governor, FY2025 Criminal Justice Grant Program, in the amount up to \$65,000.00

WHEREAS, the City of Wichita Falls has been notified that it is eligible to apply for a grant funding opportunity from the Office of the Governor, FY2025 Criminal Justice Grant Program, in the amount up to \$65,000.00; and,

WHEREAS, the Wichita Falls City Council finds it in the best interest of the citizens of Wichita Falls, that the city will apply to obtain the available funds from the Office of the Governor, FY2025 Criminal Justice Grant Program; and,

WHEREAS, the Wichita Falls City Council agrees that in the event of loss or misuse of funding from the Office of the Governor, FY2025 Criminal Justice Grant Program, the Wichita Falls City Council assures that the funds will be returned to the Office of the Governor, FY2025 Criminal Justice Grant Program in full; and,

WHEREAS, the Wichita Falls City Council designates Darron Leiker, City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

The City Manager is hereby authorized to make application for a non-matching grant from the Office of the Governor, Criminal Justice Grant Program FY 2025 in the amount up to \$65,000.00.

PASSED AND APPROVED this the 6 day of February, 2024.

MAYOR

ATTEST:

City Clerk

Questions? Call us: (800) 820-3391

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Model C

Features and Benefits

Fast, complete, efficient waste disposal

- Concave refractory bottom specifically designed to ensure burnout and total destruction of liquid wastes.
- Secondary chamber and insulated, refractory-lined stacks for emissions control.

Minimum installation and start-up time of crematory

- Factory assembled, aluminized steel jacket lined with high-temperature

Easy and Safe Operation

- Counter-balanced fill door.
- Timer control system for each burner provides preset burn times and automatic shut off.

Low Energy Consumption Levels

- Temperature controller maintains temperature, assuring complete combustion while conserving fuel.
- Choice of fuels: LP or natural gas.

<https://firelakeincinerators.com/products/model-c/>

refractory.

- Recorders and accessory equipment available.

Incinerators



C6-200-SC4



C12-600-SC4



C19-400-SC4



C27-850-SC4

<https://firelakeincinerators.com/products/model-c/>

1/12/24, 11:56 AM

City of Wichita Falls, TX Mail - Fwd: Ref: Updated request, new model



Henry Saenz <henry.saenz@wfpd.net>

Fwd: Ref: Updated request, new model

1 message

Gary Tucker <gary.tucker@wfpd.net>
To: Henry Saenz <henry.saenz@wfpd.net>

Fri, Jan 12, 2024 at 11:41 AM

I think it's time for you to get involved. They gave the basics but are requesting a followup to flush out the details.

Gary

Gary, here is the equipment price. Model number is cubic feet of load chamber:

C12 model. \$39,900

C19 model. \$47,900

C27 model. \$49,900

P50 model. \$89,900

P77 model. \$93,900

Let us know what is best on chamber volume, price range, ability/desire to control smoke/odor.

I can suggest the best combo of controls and other variables to get in your plan.

We have other models beyond the above.

A phone call is great if will help make the discovery process less complicated.

----- Forwarded message -----

From: Kevin Clemmer <Kclemmer@firelakemfg.com>

Date: Fri, Jan 12, 2024 at 11:29 AM

Subject: Re: Ref: Updated request, new model

To: Gary Tucker <gary.tucker@wfpd.net>

Gary, here is the equipment price. Model number is cubic feet of load chamber:

C12 model. \$39,900

C19 model. \$47,900

C27 model. \$49,900

P50 model. \$89,900

P77 model. \$93,900

Let us know what is best on chamber volume, price range, ability/desire to control smoke/odor.

I can suggest the best combo of controls and other variables to get in your plan.

We have other models beyond the above.

A phone call is great if will help make the discovery process less complicated.

Thanks,

Kevin Clemmer
Firelake Incineration
Sales and Technical
540-255-7874

<https://mail.google.com/mail/u/0/?ik=d194f8b69f&view=pt&search=all&permthid=thread-f:1787907301136407907&simpl=msg-f:1787907301136407907>