

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 Hegglund, City Attorney
Marie Balthrop, City Clerk



Notice Of Regular Meeting Of The Mayor And City Council Of The City Of Wichita Falls, Texas, To Be Held At The MPEC, 1000 Fifth Street, Seminar Room, Tuesday, March 19, 2024, Beginning At 8:30 A.M.

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

- 1. 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 Bob McCartney
First Baptist Church

(b) Pledge of Allegiance
3. Presentations

(a) Proclamation – American Red Cross Month, American Red Cross

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

CONSENT AGENDA

5. Approval of minutes of the March 5, 2024 Regular Meeting of the Mayor and City Council.
6. Receive Minutes
 - (a) Library Advisory Board, October 4, 2023

REGULAR AGENDA

7. Ordinances
 - (a) Ordinance authorizing the City Manager to execute all documents necessary to apply for and accept \$1,329,000 in Texas Department of Transportation Aviation Division grants for hangar and utility projects at Kickapoo Downtown Airport
8. Resolutions
 - (a) Resolution authorizing the City Manager to execute a new Potable Water Purchase Contract with the City of Holliday
 - (b) Resolution authorizing the City of Wichita Falls' continued participation with the Atmos Cities Steering Committee and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation
 - (c) Resolution authorizing the City Manager to execute all documents necessary for the purchase and installation service to Allison Aquatics Group in the amount of \$1,675,700 for a new Mat Racer Attraction and Timing Light System at Castaway Cove Water Park
9. Other Council Matters
 - (a) Staff Reports – Short update on Strategic Planning process – Paul Menzies, Assistant City Manager
 - (b) Announcements concerning items of community interest from members of the City Council. No action will be taken or discussed.
10. Executive Sessions
 - (a) Executive Session in accordance with Texas Government Code §551.071, consultation with attorney on matter involving pending or contemplated litigation or other matter in which the duty of the attorney to the governmental body

under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act (including, but not limited to, legal issues related to Leetech Solutions, LLC vs. City of Wichita Falls; Cause No. DC89-CV2022-1832).

- (b) Executive Session in accordance with Texas Government Code § 551.072, to deliberate the purchase, exchange, lease, or value of real property interests due to the fact that deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third party (including, but not limited to, the purchase and/or value of Lake Arrowhead and Lake Kickapoo real estate)

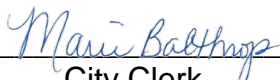
11. Adjourn

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 Wichita Falls Public Library, Wichita Falls, Texas on the 13th day of March, 2024 at 5:00 o'clock p.m.



City Clerk



City of Wichita Falls
City Council Meeting
Minutes
March 5, 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 8:30 a.m.

Item 2a – Invocation

Dr. Mark Bender, First Christian Church, gave the invocation.

Item 2b – Pledge of Allegiance

Mayor Short led the Pledge of Allegiance.

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

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

- - - - -

Item 3b – Proclamation – March for Meals, Meals on Wheels Wichita County

8:35 a.m.

Mayor Short read a proclamation proclaiming March 2024 as March for Meals Month in Wichita Falls.

- - - - -

Item 3c – Proclamation – Women’s History Month, Wichita Falls Alliance

8:38 a.m.

Mayor Short read a proclamation proclaiming March 2024 as Women’s History Month in Wichita Falls.

- - - - -

Item 4 – Comments from Citizens

8:42 a.m.

There were no comments from the public.

- - - - -

Item 5-6 – Consent Items

8:43 a.m.

Darron Leiker, City Manager, gave a briefing on the items listed under the Consent Agenda.

Moved by Councilor Browning to approve the consent agenda.

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

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

Nays: None

Item 5 – Approval of Minutes of the February 20, 2024, Regular Meeting of the Mayor and City Council

Item 6 – Receive Minutes

(a) Planning & Zoning Commission, January 10, 2024

- - - - -

Item 7a – Resolution 24-2024

8:43 a.m.

Resolution authorizing the City Manager to award bid and contract for the 2024 Water Budget Utility Improvement Project & Large Valve Replacement to Bowles Construction Co., in the amount of \$1,877,904.00.

Moved by Councilor Browning to approve Resolution 24-2024.

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

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

Nays: None

- - - - -

Item 9a – Resolution 25-2024

8:45 a.m.

Resolution authorizing the City Manager to execute a Consulting Services Agreement with Garver, LLC for the purpose of developing a Pavement Management Program Update for Wichita Falls Regional Airport.

Moved by Councilor Browning to approve Resolution 25-2024.

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

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

Nays: None

- - - - -

Item 9b – Resolution 26-2024

8:48 a.m.

Resolution authorizing the City Manager, or his designee, to make application to FEMA for the FY 2023 Assistance to Firefighters Grant to support emergency medical training at a cost of \$577,200.00.

Moved by Councilor Nelson to approve Resolution 26-2024.

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

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

Nays: None

- - - - -

Item 9c – Resolution 27-2024

8:53 a.m.

Resolution setting the rates at Lake Arrowhead and Lake Kickapoo for leases of City-owned property.

Moved by Councilor Taylor to table this item.

Motion seconded by Councilor Nelson.

Mr. Heggland stated that tabling the item now would not allow for any discussion on the item. Council agreed they wanted to give the public an opportunity to speak.

The motion to table failed by the following vote:

Ayes: None

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

Moved by Councilor Browning to approve Resolution 27-2024.

Motion seconded by Councilor Whiteley.

Pat Hoffman, Property Management Administrator, discussed the history of lake lot leases, the rate setting process, the last lease rates set in 2019, and the independent appraisals completed for all lots showing that rates should be increased. The lease agreements include a 5-year escalation clause with a 30% cap. Staff recommends a 30% increase to lots at Lake Arrowhead, and a 10% increase to lots at Lake Kickapoo.

There was brief discussion regarding the revenue for leases at each lake, how the revenue is used to fund Lake Lot responsibilities in Property Management as well as support Parks and Streets, and how the City is the landlord for these leases since the property is outside of city limits. There was discussion regarding the responsibilities of Archer County and Clay County in regards to roads since they receive property taxes, previous meetings held with County officials, and previous attempts to annex the property. It was noted that there was a de-annexation election in 1977 and prior to the de-annexation the City did have municipal responsibilities. Mrs. Hoffman discussed the over 65 and low/moderate income provisions in the lease which starts at \$82.80 and caps the lease at \$258. There was brief discussion regarding the old fifty-year leases that were very low cost, and that lease holders pay property taxes. Council discussed how they have been overwhelmed with information since last Thursday, the possible need for a committee of stakeholders, and their willingness to work through the issues. There was brief discussion regarding roads at the lakes, yearly costs to the City to maintain these roads, and how the roads are on a routine maintenance cycle.

Michael Nolan, K8 East Lake Arrowhead, stated he disagrees with the 30% increase and asked when older generation leases will end over the next several years. He discussed the increase of City income, funds budgeted for Lake Lots, previous legal action taken against the City, the de-annexation process in past years, and how the lease holders pay the property tax. He stated the lake is a recreational area, discussed issues with trash, and recommended yearly clean-up days.

Lisa McLachlan, 266 Cherokee Trail, Lake Arrowhead, discussed the history of her lake lot lease cost which was \$53 when she assumed the lease and within a few months she was required to sign a new lease that increased to \$1000. She discussed that although the City has no municipal responsibilities, but they are required to follow City regulations. She discussed the city revenue, versus the property tax collected, and how the property taxes collected are minimal and also support the school as well as the County. Ms. McLachlan discussed the revenue from leases, how the revenue is used, and how technology could be used to reduce expenses. Ms. McLachlan stated it is unfair that the City is not required to pay property taxes as an exempt governmental entity but the tax burden is passed to the lease holders.

Tim Sheppard, 157 Blackfoot Trail, said lease holders do not see any benefits from the revenue collected, discussed street issues, and the lack of utility and safety services. He said that although the City has no municipal responsibility, lease holders are required to pay city permit fees, follow city rules, and pay an additional \$40 for inspections due to their location, yet lease holders cannot vote for any city offices, and have no one to represent them on the City Council. Mr. Sheppard discussed his concerns with a recent experience where he was denied the ability to build on a lake lot.

Stacy Darnell, 6785 FM 2606, Lake Arrowhead, expressed her concerns about any vested interest in the citizens at Lake Arrowhead, stated she is against the increases, and

discussed the increase from \$48 to \$1000 in 2019, with zero benefits from this increase. Ms. Darnell acknowledged that \$48 per year was probably not sufficient. She expressed concerns with how the revenue is used, and the lack of representation or voice in how the rules are set. She asked the Council to consider more impactful changes to improve the quality of life, bring revenue to the City, and let residents see results from the lease increase. She suggested elected or appointed representation in Wichita Falls, set dollar amount from each lease to go to the Lake Arrowhead Fire Department, the ability to have short-term rentals, the ability to work or operate a business from home, pothole repairs, community clean-up days, and asked the Council to decline the decrease or table this item. Ms. Darnell encouraged Councilors to visit the lake properties.

Jaqueline Cooper, 218 Catfish Point, Lake Kickapoo, stated they have the crappie house, fishing barge, and cabins, discussed the lot lease increase of 600% since she acquired the property, and the increase in property taxes. She discussed how the proposed 10% increase would affect her small business, and she invited all Councilors to visit Lake Kickapoo to see the condition of the roads.

Paul Barham, 7853 FM 2606, Lake Arrowhead, thanked the staff and Council for all they do. He discussed the need to possibly establish a Lake Lot Committee that would represent both lakes and the City to serve as a voice for the Lake Communities. He discussed the challenges with financing new homes on leased property, and asked the Council vote against or table this item. Mr. Barham understands the need to review the lease agreements every 5 years, but a review does not always necessitate an increase. Mr. Barham is the Chief of the Lake Arrowhead Volunteer Fire Department stated he appreciates the reduced lease rate for the department, and discussed challenges they face and the need for financial support.

Jennifer Featherston, 279 Crow Trace, leased her lot in August, and moved in to her home in December. She stated her lot is 8000 sq. feet, and she pays \$1000 for less than an acre lot and is against the 30% increase. She asked for individual lot increases rather than general increases, and would like to see funds support the Volunteer Fire Department, roads, and trash issues. She asked the Council to take baby steps, and expressed concerns with her neighbor paying much less for his lease and not following code regulations.

Councilor Smith moved to table this item until May 7, 2024.

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

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

Nays: None

- - - - -

CITY COUNCIL MINUTES
March 5, 2024
PAGE 6 OF 8

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

9:49 a.m.

Councilor Taylor stated that he felt this meeting was a great example of democracy as two sides came together, voiced concerns, and were open to coming to an agreement.

Councilor Whiteley congratulated David Maywald for being employee of the month. He agreed with Councilor Taylor and stated he appreciates everyone showing up and conducting themselves in a professional and diplomatic manner.

Councilor Browning discussed this being the last meeting in this Council Chambers. He is excited to see the renovation of this building, and stated the new space will be bigger to accommodate crowds like we had today. He discussed the turmoil for employees as they move, and asked citizens for their patience.

Councilor Battaglinio thanked everyone for coming out today to discuss the Lake issues, and stated that they may not have a representative on the Council, but they have a Council who genuinely cares about their issues, and he is for establishing a committee. He looks forward to continuing the dialogue and stated the issue is not being kicked down the road and will be taken care of. He expressed his thoughts and prayers to all those that are fighting fires and the eleven Wichita Falls Firefighters deployed. He discussed the St. Patrick's Day event downtown on March 16th and he encouraged everyone to attend.

Councilor Nelson asked about vehicles for Development Services, and asked Amy Fagan, Director of Health, about the doors at the Health Department. Mr. Burrus stated he is waiting on vehicles to come in, and Mrs. Fagan stated two doors were received, one was damaged during installation, and the new restrooms are operational. He asked Pat Hoffman to step up and stated she should be employee of the century and applauded her work.

Councilor Smith thanked Pat Hoffman for the information she has provided, and thanked her and her staff for their work. He stated that this is the last Council meeting in this building, as he is not running again. During the next two years all City offices have moved to either Big Blue or Wichita Towers, and some departments permanently moved to other facilities. Citizens can find information regarding where offices are located on the City website, and Council meetings will be held in the Seminar Room at the MPEC during the renovation. Daylight savings time is coming, and he encouraged everyone to call their Senator to get that changed.

Mayor Short thanked everyone from the lake communities for their involvement and passion in local government and stated that the Council looks forward to working with

CITY COUNCIL MINUTES
March 5, 2024
PAGE 7 OF 8

them. He thanked the Wichita Falls Fire Department and the strike teams deployed, and asked everyone to pray for their safety along with those in the path of the fires. He encouraged everyone to go vote, and asked everyone to stay seated after the adjournment for a decommissioning ceremony.

Mayor Short stated that the Wichita Falls City Council has been meeting in this Council Chambers for over six decades, and he discussed the historic decisions made over the years. There have been almost 1500 Council meetings in the chambers, and today it is decommissioned as the official meeting room for the City Council. The first meeting at the MPEC Seminar Room will be on March 19th, and when we return to this building after the renovation the Council Chambers will be in a larger space on the 3rd floor with easier access for citizens. Councilors removed their nameplates from the dais.

- - - - -

Item 13 –Adjourn

Mayor Short adjourned the meeting at 9:59 a.m.

PASSED AND APPROVED this 19th day of March 2024.

Tim Short, Mayor

ATTEST:

Marie Balthrop, TRMC, MMC
City Clerk

LIBRARY ADVISORY BOARD MINUTES

Oct. 04, 2023

MEMBERS PRESENT:

Marianne Dowdy
Kristen Garrison
Daniel Juarez
Shunta McFadden
Betty Richie

Jana Hausburg

MEMBERS ABSENT

Emily Adams (chair)
Amy Bobrowitz
Katherine Love

Blake Jurecek

Librarian's report

In the absence of Ms. Adams, Ms. Hausburg called the meeting to order at 4:35 p.m. Minutes were approved from July of 2023.

There being no old business to discuss, Ms. Hausburg introduced new library assistant Evan Villalpando, who told the board a little bit about himself.

Ms. Hausburg then talked about upcoming Fall/Winter programs, highlighting the Eclipse Party on Oct. 14, 11 a.m. to 1 p.m., and the Holiday Open House on Dec. 2 from 2 to 3:30 p.m. Another exciting addition to the library's regular October programming will be the distribution of a new book, written by library staff, called "I'm Not Scared" – it features library mascots Booker and Paige and will be given out during the Halloween storytime to attending children.

Ms. Hausburg distributed a new locker policy and talked about how the addition of 14 new lockers has helped cut down on customers leaving their items unattended.

During the last three weeks, there have been three separate incidents of customers complaining about library materials. One was in regard to LGBTQ+ materials in the juvenile collection (no specific titles were given), one was a complaint about storytime transparency, and the last was a complaint about pornography in an adult book. Since none of the customers filled out a Materials Complaint Form, there will be no action taken at this time. Ms. Hausburg asked board members to be thinking about library lovers or First Amendment advocates who might be called upon to support the library should further challenges be received.

The Board was then taken on a tour of the *Lonesome Dove*, an exhibition produced by the Wittliff Collections at the Alkek Library, Texas State University, presented in partnership with Humanities Texas, the state affiliate for the National Endowment for the Humanities. The exhibition will be available to the public from August 29 to October 10, 2023.

Meeting was adjourned at 5:05 p.m.

In lieu of our next meeting, the board was invited to attend the library's Holiday Open House on Saturday, December 2, 2 to 3:30 p.m.

Signature: Suhua Huang
Suhua Huang, Chairperson

CITY COUNCIL AGENDA
March 19, 2024

ITEM/SUBJECT: Ordinance authorizing the City Manager to execute all documents necessary to apply for and accept \$1,329,000 in Texas Department of Transportation Aviation Division grants for hangar and utility projects at Kickapoo Downtown Airport.

INITIATING DEPT: Aviation, Traffic, & Transportation

STRATEGIC GOAL: Provide quality infrastructure

STRATEGIC OBJECTIVE: Upgrade or replace outdated public facilities

The City of Wichita Falls has the opportunity to receive \$1,329,000 from two Texas Department of Transportation (TxDOT) Aviation grants. These funding sources are TxDOT Non-Primary Entitlement grants and Infrastructure Investment and Jobs Act grants. There will be a local match requirement on these grants of \$147,667. It is anticipated that these funds will come from income generated at Kickapoo Downtown Airport. The total amount allotted to upcoming projects is as follows:

• Infrastructure Investment and Jobs Act	\$879,000
• Non-Primary Entitlement Grant	\$450,000
• Local Match Requirements	<u>\$147,667</u>

Total: \$1,476,667

These and future grant funds will be used to complete the following projects on the airfield:

- Construction of new hangars
- Demolition of existing City-owned hangars
- Extension of a sanitary sewer line
- Installation of a fire hydrant centrally located on the airfield.

If approved by City Council, it is anticipated that the Texas Transportation Commission will formally award these funds sometime this summer. Subsequently, staff anticipates this work starting in the fall of 2024.

Therefore, the staff requests the support of the City Council via this ordinance to pursue and apply for TxDOT Aviation funding of \$1,329,000.

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

ASSOCIATED INFORMATION: Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance authorizing the City Manager to execute all documents necessary to apply for and accept \$1,329,000 in Texas Department of Transportation Aviation Division grants for hangar and utility projects at Kickapoo Downtown Airport

WHEREAS, the City of Wichita Falls owns and operates Kickapoo Downtown Airport; and

WHEREAS, the City has identified the need for using Texas Department of Transportation Aviation Division Non-Primary Entitlement and Infrastructure Investment and Jobs Act grants for hangar and utility projects at Kickapoo Downtown Airport; and

WHEREAS, the City desires to apply for \$1,329,000 in Texas Department of Transportation Aviation Division Non-Primary Entitlement and Infrastructure Investment and Jobs Act funds; and,

WHEREAS, the City anticipates using Texas Department of Transportation Aviation Division Non-Primary Entitlement and Infrastructure Investment and Jobs Act funds for the completion of hangar and utility projects at Kickapoo Downtown Airport.

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

The City Manager is hereby authorized to execute all documents necessary to pursue, apply for, and accept the aforementioned Texas Department of Transportation Aviation Division Non-Primary Entitlement and Infrastructure Investment and Jobs Act grants for hangar and utility development projects at Kickapoo Downtown Airport.

PASSED AND APPROVED this the 19th day of March, 2024.

MAYOR

ATTEST:

City Clerk

**CITY COUNCIL AGENDA
March 19, 2024**

ITEM/SUBJECT: Resolution authorizing the City Manager to execute a new Potable Water Purchase Contract with the City of Holliday.

INITIATING DEPT: Public Works/Utilities

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice Effective Governance

COMMENTARY: The City of Holliday has been a wholesale potable water customer of the City of Wichita Falls since 1968. However, their current contract is set to expire. The City of Wichita Falls is the only water source for the City of Holliday, therefore they are in need of a new wholesale water contract. The proposed Water Purchase Contract has established new monthly and annual volumes that reflect a 3-year running annual average of historical water usage. The new contract term will be for 20 years, requires the City of Holliday to either follow or have more restrictive water conservation and drought contingency plans as the City, and establishes all other contract conditions used in all the other wholesale water agreements.

The City of Holliday adopted the new water purchase agreement on February 12, 2024, and therefore staff recommends approval of this new agreement.

☒ **Director Public Works**

ASSOCIATED INFORMATION: Resolution , Contract

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to execute a new Potable Water Purchase Contract with the City of Holliday

WHEREAS, the City of Holliday is organized and established under provisions of the laws of the State of Texas. One of the duties of the City of Holliday is the operation of a water distribution system serving water users within its authorized service area, and to accomplish this purpose, it requires a supply of potable water; and,

WHEREAS, the City owns several water reservoirs and a treatment and distribution system (the "City System") with capacity capable of serving the present customers of the City System and the estimated number of water users to be served by the City of Holliday; and,

WHEREAS, the City and City of Holliday entered into a Water Purchase Contract on December 1, 1968, and subsequently agreed to multiple modifications to the contract, and this Contract replaces all prior contracts between the Parties relating to the purchase of potable water ("Water"); and,

WHEREAS, immediately prior to the effective date of this Contract, the City of Holliday was not obligated to purchase Water from City and City was not obligated to sell Water to the City of Holliday; and,

WHEREAS, by resolution of the City Council of the City of Holliday enacted on the 12th day of February 2024, it authorized the continued purchase of Water by the City of Holliday under the terms of this new, mutually agreed upon Contract; and,

WHEREAS, the City of Holliday is responsible for operating its water distribution system, and providing Water to its authorized service area as described herein; and,

WHEREAS the City of Holliday is required by Texas Commission on Environmental Quality regulations to implement and enforce City's Water Conservation and Drought Contingency Plan through all subsequent sales of Water and shall include such obligation in any subsequent contract for sale that the City of Holliday may execute with any third-party purchaser of Water.

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

The Potable Water Purchase Contract between the City of Wichita Falls and the City of Holliday is hereby approved, and the City Manager is authorized to execute the same for the City of Wichita Falls.

PASSED AND APPROVED this the 19th day of March, 2024.

MAYOR

ATTEST:

City Clerk

Potable Water Purchase Contract

THIS CONTRACT for the sale and purchase of potable water (the "Contract") is entered into as of the 12th day of February, 2024, between the City of Wichita Falls, Texas, hereinafter referred to as "City," and City of Holliday, hereinafter referred to as "Customer" (City and Customer are collectively the "Parties").

WHEREAS, Customer is organized and established under provisions of the laws of the State of Texas. One of the duties of Customer is the operation of a water distribution system serving water users within Customer's authorized service area, and to accomplish this purpose, Customer requires a supply of potable water;

WHEREAS, City owns several water reservoirs and a treatment and distribution system (the "City System") with capacity capable of serving the present customers of the City System and the estimated number of water users to be served by Customer;

WHEREAS, City and Customer entered into a Water Purchase Contract on December 1, 1968, and subsequently agreed to multiple modifications to the contract, and this Contract replaces all prior contracts between the Parties relating to the purchase of potable water ("Water");

WHEREAS, immediately prior to the effective date of this Contract, Customer was not obligated to purchase Water from City and City was not obligated to sell Water to Customer;

WHEREAS, by resolution of the City Council of Customer enacted on the 12th day of February, 2024, it authorized the continued purchase of Water by Customer under the terms of this new, mutually agreed upon Contract;

WHEREAS, Customer is responsible for operating its water distribution system ("Customer System"), and providing Water to its authorized service area as described herein; and

WHEREAS, Customer is required by Texas Commission on Environmental Quality ("TCEQ") regulations to implement and enforce City's Water Conservation and Drought Contingency Plan through all subsequent sales of Water and shall include such obligation in any subsequent contract for sale that Customer may execute with any third party purchaser of Water.

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

1.0. Delivery of Water. City agrees to sell and to deliver Water under this Contract to Customer at the delivery point(s) specified herein, and Customer agrees to take at the delivery point(s) all Water required for use during the term of this Contract, not to exceed the annual quantity of Water. The monthly quantity of Water to be furnished by City to Customer shall not exceed 8,500,000 gallons per month ("Monthly Quantity") not to exceed a maximum of 80,000,000 gallons per year ("Annual Quantity") in any Water Year unless a greater amount is approved in writing by City. "Water Year" means the period October 1 of each calendar year through September 30 of the next following calendar year. Customer shall not take more than the Annual Quantity without prior written consent of City. Customer agrees that City is under no obligation to provide Customer with a sufficient amount of Water for Customer to meet its minimum production, storage, service pump, or pressure maintenance requirements, or any other requirements imposed on Customer under Texas Administrative Code, Chapters 290 or 291, or any other requirement of law. Customer also agrees that City is under no obligation to increase any of its water utility infrastructure or capacity in order to satisfy any of the provisions of this Contract.

1.1 Delivery Point. The delivery point(s) shall be located on a 10 inch (10") main on the south side of Seymour Highway, approximately 750 feet inside the city limits of City, or another satisfactory delivery point with the approval of City.

1.2 Quality of Water. City will exercise due diligence and follow best management practices to meet the applicable drinking water quality standards for Water and any requirement of law for Water furnished to Customer pursuant to this Contract.

1.3 Customer System Requirements. Once Customer takes Water from the delivery point(s), Customer is solely responsible for complying with the requirements under Texas Administrative Code, Chapters 290 or 291, or any other requirement of law. Customer shall have the responsibility to transport the Water from the delivery point(s) to its consumers, including imparting additional pressure to adequately serve Customer's consumers.

1.4. Metering. Customer shall furnish, install, operate and maintain at its own expense at the delivery point(s), the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring and recording the quantity of Water delivered. City and Customer shall agree on the type of any replacement meter before purchase by Customer. Metering equipment shall be calibrated by Customer whenever requested by City, but not more frequently than once every 12 months. Within 30 days after such calibration, Customer shall furnish a certification of such calibration to the Director of Public Works of City, or his designee. A meter registering not more than 2% above or below the rated capacity of the meter shall be deemed accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the 12 months previous to such test in accordance with the percentage of inaccuracy found by such tests and existing records. If any meter fails to register for any period, the amount of Water furnished during such period shall be deemed to be the amount of Water diverted in the corresponding period immediately prior to the failure, based on existing records unless City and Customer shall agree in writing upon a different amount. If Customer's measuring equipment is out of service for 30 days or more, City may purchase, install and maintain any required measuring equipment, as determined by City, and charge the expense therefore to Customer.

During any reasonable hours, City shall have access to the metering equipment. City shall further have access to all records pertinent to determining the measurement and quantity of Water actually delivered. Customer agrees that City may furnish, install, operate and maintain check meters, should City so choose. Customer also agrees that the design and construction of its metering equipment will facilitate City's installation and operation of check meters.

City will read the Customer water meter on the first normal work day of each month during the term of this Contract. Customer and City shall have free access to read meters daily if they so desire. City will provide Customer, no later than the 10th day of each month, with an itemized statement showing the amount of Water metered to Customer during the preceding month and the resulting charges. Customer shall pay to City the amount of the itemized statement no later than the 20th day of the month in which the charges are billed.

All services on Customer's System shall be separately metered.

2.0. Water Rates. Until changed by City, the cost of Water purchased by Customer shall be \$5.6778 per 1,000 gallons or \$4.2470 per 100 cubic feet. The rates to Customer for Water shall be subject to change each year as a result of a cost-of-service study using the rate principles in section 2.1. When a cost-of-service study is conducted, City will provide the results and the new rates to Customer. The new rates will become effective at the beginning of each Water Year. Adjustments to rates does not constitute an amendment to the Contract. If Customer exceeds either the Monthly Quantity or the Annual Quantity, the City shall be entitled to bill for such exceedance and Customer hereby agrees to pay for such exceedance at 2.0 times the water rate.

2.1. Annual Changes to Water Rates. Customer authorizes the rates for Water to be changed annually, based on the following rate setting principles:

- a. Revenue requirements to be determined on utility basis at an agreed test year's original Cost adjusted 30% toward current cost to cover its cost and as compensation for ownership.
- b. The test years shall be the average of the City's previous three year's consumption of retail customers of the City of Wichita Falls and all the wholesale customers. The peaking factor will be calculated similarly using an average of the max month for the last three years divided by the average monthly

consumption. The consumption and peaking share play a large role in assigning costs between the wholesale and retail classes..

c. City to receive a Rate of Return on the agreed adjusted value Rate Base equal to a composite of the utility's test year embedded cost of money weighted on the debt portion of capital invested in plant in service and the utility's latest cost of money weighted on the remaining equity portion of plant in service to cover its risks.

d. All existing reservoirs and associated facilities to be included in common rate base. Wholesale customers as class (either raw water only, raw water transmitted, treated water only and transmitted treated water) will pay their proportionate share of all costs based on current use.

e. A flat rate (volume only), shall be charged, with allocation of 100% current use to encourage conservation and thereby resulting in efficient utilization of the water system; provided, however, that the amount billed each month shall never be less than any agreed monthly minimum charge.

f. The risk of financing all future raw water transmission lines and reservoirs must be borne by the City Water utility, and all costs will be allocated to all wholesale customers on current use basis.

The rates will be considered changed on the later of (1) the date the City's Director of Public Works sends a written Notice of Rate Modification to Authority's address as provided in this agreement or (2) the effective date of the aforementioned Notice of Rate Modification.

2.2. Disputed Rates. Customer stipulates and agrees that the rate, rate setting methods, and policies specified in this Contract are fair, just, and reasonable, and without discrimination. Further, if Customer believes that rates have been modified in a manner that fails to conform to the aforementioned principles or are otherwise established in a manner that is not just or reasonable, then Customer must send a written Notice of Appeal, containing the written approval of the Directors, to City's City Manager, 30 calendar days after City's written issuance of the new rates to the Customer. To be effective, such Notice of Appeal must contain a statement, sworn to by all directors of Customer and all experts the Customer intends to use to assert the improper, unjust, or unreasonable manner of the rates, that entirely states the full and complete basis upon which the Customer believes that the rates were improperly, unjustly or unfairly established. Upon receipt of the Notice of Appeal, City's City Manager will consider the appeal and examine the rate determination process and result. If City's City Manager determines the appeal is well founded, he/she may reconsider the rates and issue new, higher or lower rates based on the information submitted and other information determined by subsequent investigation thereof.

If Customer at any time disputes the amount to be paid by it to City, Customer shall nevertheless promptly make the disputed payment or payments. If it is subsequently determined by or agreed that the disputed amount paid by Customer should have been less or more, City shall revise and reallocate Customer's payments in a manner that Customer or City will recover the amount properly due.

If a court, the Commission, or any federal or state regulatory authority finds that City's rates or policies for delivering Water to Customer under this Contract are unreasonable or otherwise unenforceable, City may immediately terminate this Contract without liability to Customer. By signing this Contract, Customer stipulates and agrees that City and its other customers will be prejudiced if Customer avoids the obligation to pay the rates for Water specified in this Contract while accepting the benefits of obtaining Water from City. Nothing in this Contract shall be construed as constituting an undertaking by City to furnish Water to Customer except pursuant to the terms of this Contract. If Customer initiates or participates in any proceeding regarding City's rates and policies under this Contract and advocates a position that is adverse to City and City prevails, Customer shall pay City for its expenses, including attorneys' fees and expert witness fees, in the proceeding within 30 days after City's demand for payment. Notwithstanding, City shall never have any obligation to pay the attorneys' fees or expert fees of Customer as a result of any fee determination or proceeding relating to this Contract.

2.3. Additional Charges. In the event that any sales or use taxes, or taxes, assessments, or charges of any similar nature are imposed on diverting, storing, delivering, gathering, impounding, taking, selling, using, or consuming the

Water received by Customer from the Delivery Point, the amount of the tax, assessment, or charge shall be borne by Customer, in addition to all other charges, and whenever City shall be required to pay, collect, or remit any tax, assessment, or charge on Water received by Customer, then Customer shall promptly pay or reimburse City for the tax, assessment, or charge in the manner directed by City.

2.4. Default in Payments. All amounts due and owing to City by Customer shall, if not paid when due, bear interest at the Texas post-judgment interest rate set out in Tex. Finance Code. § 304.003, or any successor statute, from the date when due until paid. If any amount due and owing by Customer to City is placed with an attorney for collection, Customer shall pay to City, in addition to all other payments provided for by this Contract, including interest, City's collection expenses, including court costs and attorneys' fees. City shall, to the extent permitted by law, suspend delivery of Water from the Delivery Point to Customer if Customer remains delinquent in any payments due hereunder for a period of 60 days and shall not resume delivery of Water while Customer is so delinquent and may, at its option, terminate this Contract without further liability to Customer. City shall pursue all legal remedies against Customer to enforce and protect the rights of City, City's customers, and the holders of City's bonds. It is understood that the foregoing provisions are for the benefit of the holders of City's bonds.

3.0. Purpose and Place of Use. Customer shall not be required to furnish Water to any resident of City. The Parties hereby agree that City shall continue to serve these areas. If City extends its City limits, Customer will continue to provide Water to any consumer of Water from Customer until City is able to extend its own distribution system to provide such customers with City's Water. The Water will be used for municipal use, including residential and commercial uses, by Customer within the authorized service area of the Customer. Customer's authorized service area is [the area located within Customer's Extraterritorial Jurisdiction ("ETJ") boundary] / [the area authorized in Customer's certificate of convenience and necessity ("CCN")]. Unless written permission is obtained from City, Water shall not be provided to other municipalities and/or residential and/or commercial subdivisions outside the authorized service area. Such permission will not be given to serve a subdivision within the City's Extraterritorial Jurisdiction ("ETJ") unless the subdivision complies with the Subdivision Regulations of the City of Wichita Falls. Customer shall not sell any Water to any private party for resale by such private parties to third parties. Customer shall be allowed to make single connections to Customer system with notification to City of such action, provided the Annual Quantity allowable as set out in the Contract is not exceeded. Customer shall not sell Water to any consumer outside of the Customer's authorized service area without the approval of City.

3.1. Subsequent Sales of Water/Connections. City and Customer agree that for any area of service being provided by Customer that Customer will comply with applicable City procedures for purposes of connection and connection approvals in any area lying within City's ETJ boundary (or within the city limits). Further, it is agreed by City and Customer that in the event of a prospective customer's application for service outside of City's ETJ boundary, no pre-conditions are to be established or enforced by City in connection with any request for service made by any applicant for water service.

Customer expressly agrees that it will not furnish Water to any user without first requiring proof from the applicant that the property to be serviced has been platted in accordance with Texas Local Government Code Chapter 212, as it may be amended from time to time, within the Contract term. When a meter is approved by the Customer, such approval shall be tied to the land and automatically approved to the current owner of the land.

4.0. Water Shortages. In the event of an extended shortage of Water, or the supply of Water available to City is otherwise diminished over an extended period of time so that it becomes necessary to ration the Water sold to citizens of City, the supply of Water to Customer shall be reduced or diminished in the same ratio or proportion as the supply to the citizens of City is reduced or diminished. The Water to be distributed shall be further divided in accordance with Texas Water Code § 11.039.

4.1. Water Conservation and Drought Contingency Plan. The Customer agrees to implement and enforce City's Water Conservation and Drought Contingency Plan through all subsequent sales of Water and shall include such obligation in any subsequent contract for sale that Customer may execute with any third party purchaser of Water. Further, the Customer agrees to initiate at least the restrictions of said Drought Contingency Plan that are being implemented within the City. The Customer may implement more severe restrictions than City, but shall not enact less severe restrictions than are currently in effect in the City. If Customer fails to implement a drought contingency

plan with restrictions that emulate or exceed City's Drought Contingency Plan when trigger conditions occur, then City's City Manager is authorized to institute rationing pursuant to any applicable wholesale water contracts, including this Contract, as well as enforce any contractual, statutory, or common law remedies available to City necessary to protect the public welfare. City's Water made available to Customer when Customer is not in compliance with City's Water Conservation and Drought Contingency Plan will be reduced to the amount of Water that City's City Manager estimates would be necessary to satisfy Customer's demand if Customer was operating in compliance with both City's and Customer's Drought Contingency Plans.

5.0. Rules and Regulations. To the extent permitted by applicable law, Customer's tariff and applicable TCEQ regulations, Customer expressly agrees that it will not furnish Water to any user without first requiring proof from the applicant that any wastewater generated from the use of Water supplied will be disposed of in a manner consistent with current TCEQ regulations. Customer agrees to terminate water service to any user with a continuing unabated public nuisance, as defined in the Texas Health and Safety Code, upon receiving written notice requesting such termination from TCEQ or its designated representatives.

5.1. Backflow Protection. Customer and City shall have the authority and responsibility of inspection to determine that no cross connections or conditions of backflow or back-siphonage exist on that portion of the system receiving Water under pressure from City's water mains. City shall have the authority to disconnect the Water until correction within the Customer System is made. City shall also have the right to suspend delivery of Water in the event Customer fails to construct, maintain and operate City's portion of the water distribution system in substantial compliance with such standards referred to hereinabove. Provided, however, unless substantial noncompliance constitutes a safety and/or health hazard, City shall not suspend the delivery of Water without first notifying Customer in writing of such noncompliance and affording Customer a reasonable opportunity to correct such noncompliance. Provided, further, in no event shall City suspend delivery of Water to any portion of Customer's system not necessary in isolating the location of such noncompliance.

6.0. Term. This Contract shall extend for a term of **20 years** from the date of Contract execution. Unless a written notice of non-renewal is sent by either party prior to expiration hereof, at the end of the original term, it shall then automatically renew on a year-to-year basis. Either party may cancel prior to expiration of a term for breach or non-performance. City may cancel this Contract at any time during any term of the Contract in the event Customer fails to make any payment due hereunder within 60 days after same becomes due or, if the Customer breaches any covenant herein other than payment of the monthly statement, and such breach continues for 60 days after City gives Customer written notice thereof.

7.0. No Assignment or Discrimination. This Contract shall not be assignable by either party without the approval of the other party. The Parties hereto shall not discriminate against any employee or applicant for employment or service because of race, religion, color, sex, national origin, age, or handicap.

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

9.0. Notices to Customer. Notices from City representatives to Customer issued pursuant to this Contract shall be effective when sent to the Customer at the following address:

City of Holliday
Attention: Director of Public Works
P.O. Box 508
Holliday, Texas 76366

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

10.0. Title to Water. Title for liability purposes to all Water supplied hereunder to Customer shall be in City up to the Point(s) of Delivery, at which point title shall pass to Customer. Notwithstanding, Customer will not obtain any water rights in any wastewater effluent flows or the continuation thereof.

11.0 City Right to Execute other Water Supply Contracts. City maintains its right to enter into any other water supply contracts without restriction.

12.0. No Third-Party Beneficiaries.

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

13.0. Choice of Venue.

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

14.0. Pledge of Revenue.

Customer represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary operating expenses of its system, and that all such payments will be made from the revenues of its water system. Customer represents and has determined that the water supply to be obtained from City is absolutely necessary and essential to the present and future operation of its water system and is the only available and adequate source of supply of Water therefore, and, accordingly, all payments required by this Contract to be made by Customer shall constitute reasonable and necessary operating expenses of Customer's system or systems as described above with the effect that the obligation to make such payments from revenues of such system or systems shall have priority over any obligation to make any payments from such revenues, whether of principal, interest, or both, with respect to all bonds heretofore or hereafter issued by Customer with the exception of any loan to Customer from the United States of America for financing Customer's water system. With respect to Customer's obligations to the United States of America for financing Customer's water system, the City and the United States of America shall have equal priority. Customer agrees throughout the term of this Contract to continuously operate and maintain its water system and to fix and collect such rates and charges for water services to be supplied by its water system as will produce revenues in an amount equal to at least (i) all of its payments under this Contract and (ii) all other amounts as required by the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding. Unless otherwise specifically provided in writing by subsequent Contract between City and Customer, all payments due by Customer are to be made from the revenues and income received by Customer from the ownership and operation of its water system.

15.0. Indemnity. Customer shall defend, indemnify and hold harmless City and City's officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorneys' fees and expenses brought for any injuries to persons or damages to property in connection with the performance or attempted performance of this Contract. Customer expressly agrees to defend, indemnify and hold harmless City and City's officers, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts, or omissions, including negligence, of City or its officers, agents or employees or any condition of City's property.

16.0. Amendments to be in Writing. The Parties to this Contract agree that they have read all provisions of this Contract and any exhibits hereto. This Contract and any exhibits hereto are the complete and exclusive statements of the terms agreed upon, superseding all prior Contracts or statements, either written or oral. No modification, amendment, or addition to this Contract is valid unless in writing and signed by all Parties hereto, except that rates may be established by City as provided above.

Kinley Heggland, City Attorney

CITY COUNCIL AGENDA
March 19, 2024

ITEM/SUBJECT: Resolution authorizing the City of Wichita Falls' continued participation with the Atmos Cities Steering Committee and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

INITIATING DEPT: Legal

STRATEGIC GOAL: Efficiently Deliver City Services

STRATEGIC OBJECTIVE: Practice effective governance

COMMENTARY: The Atmos Cities Steering Committee ("ACSC") is composed of 185 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities.

Although many of the activities undertaken by ACSC are connected to rate cases (and therefore, expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members. It is actively involved in appeals, rulemaking, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. Additional efforts may be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used as the method for the members to bear the burdens associated with the benefits received from the membership.

On December 7, 2023, the Atmos Cities Steering Committee ("ACSC") held a quarterly meeting with representatives from Atmos Energy. During the meeting, the group discussed upcoming natural gas issues and approved the assessment for ACSC membership. Using the population-based assessment protocol previously adopted by ACSC, the assessment for 2024 is a per capita fee of \$0.05. This amount is the same as was adopted for 2019-2023.

☒ **City Attorney**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City of Wichita Falls' continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation

WHEREAS, the City of Wichita Falls is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the City; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility-related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities, which affects the provision of gas 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:

1. That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Wichita Falls and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.
2. The City is further authorized to pay its 2024 assessment to the ACSC in the amount of five cents (\$0.05) per capita for a total amount of \$5,343.80.
3. A copy of this Resolution and approved assessment fee payable to "Atmos Cities Steering Committee" shall be sent to:

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

PASSED AND APPROVED this the 19th day of March, 2024.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
March 19, 2024

ITEM/SUBJECT: Resolution authorizing the City Manager to execute all documents necessary for the purchase and installation service to Allison Aquatics Group in the amount of \$1,675,700 for a new Mat Racer Attraction and Timing Light System at Castaway Cove Water Park.

INITIATING DEPT: City Manager's Office

STRATEGIC GOAL: Provide Quality Infrastructure

STRATEGIC OBJECTIVE: Complete Signature Public Improvement Projects

COMMENTARY: In August of 2023, the City and H Two Management and Marketing, who manages the Park on the City's behalf, worked together to publish a Request for Proposals for the design-build of a new waterslide feature and a timing light system. Proposals were received on September 27, 2023. Allison Aquatics Group was the only bidder.

The project is comprised of the assembly and installation of a Whitewater multi-lane mat racer and a Whitewater timing light system. It will include site work, slide foundation, slide pumps, sump pit and surge tank, plumbing, and electrical. Whitewater representatives will be onsite during the construction of the slide for technical support and oversight.

The FY 2024 budget includes \$1,130,000 for a new attraction, which is funded by \$919,000 from Water Park fund balance and \$211,000 from Water Park operations. In addition, the FY 2023 budget included a one-time transfer from excess general funds in the amount of \$575,000 for a new attraction. The total available budget from these sources is \$1,705,000.

Staff recommends the award of bid for the construction of a new water slide feature and timing light system to Allison Aquatics Group in the amount of \$1,675,700.

☒ Assistant City Manager

ASSOCIATED INFORMATION: Resolution

☒ Budget Office Review

☒ City Attorney Review

☒ City Manager Approval

Resolution No. _____

Resolution selecting the proposal of Allison Aquatics Group for the new Mat Racer Attraction and Timing Light System for Castaway Cove Water Park and authorizing execution of an agreement for construction in an amount not to exceed \$1,675,700

WHEREAS, the City Council finds that the City has complied with all prerequisites of Texas Government Code §2269.151, *et seq.* for acceptance of the proposal of Allison Aquatics Group and authorization to execute a contract therewith for the New Mat Racer Attraction and Timing Light System for Castaway Cove Water Park; and

WHEREAS, the City of Wichita Falls advertised and requested competitive proposals for the completion of a new water slide and timing light system for Castaway Cove Water Park, and bids were received and publicly opened on September 27, 2023; and

WHEREAS, one proposal was received that met the City's requirements; and

WHEREAS, the proposal submitted by Allison Aquatics Group was determined to be in the best interest of the City.

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

The City selects the proposal of Allison Aquatics Group for the New Mat Racer Attraction and Timing Light System for Castaway Cove Water Park and authorizes City staff to execute all documents necessary, in forms approved by the City Attorney, for construction not to exceed \$1,675,700.

PASSED AND APPROVED this the 19th of March, 2024.

MAYOR

ATTEST:

City Clerk

Castaway Cove 2023 Expansion
Wichita Falls, Texas, United States



Castaway Cove 2023 Expansion
Wichita Falls, Texas, United States

	Length(ft)	Height(ft)	Vehicle
C Whizzard - 4 Lane	311.6x4	49.5	Mat Racer

