



## City of Wichita Falls City Council Agenda

Stephen Santellana, Mayor  
Bobby Whiteley, At Large  
Michael Smith, District 1  
DeAndra Chenault, Mayor Pro Tem  
Jeff Browning, District 3  
Tim Brewer, District 4  
Steve Jackson, District 5



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

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**Notice Of Regular Meeting Of The Mayor And City Council Of The City Of Wichita Falls, Texas, To Be Held In The City Council Chambers, Memorial Auditorium, 1300 Seventh Street, Tuesday, October 6, 2020, Beginning At 8:30 A.M.**

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

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

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**Item #**

1. Call to Order
2. (a) Invocation: Pastor Chris Swinford  
Faith Village Church of Christ
- (b) Pledge of Allegiance
3. Presentations
  - (a) Proclamation – First Step of Wichita Falls, Inc.
  - (b) Recognition of Lab Analyst of the Year Award from WEAT – Hunter Adams, Public Works
  - (c) Recognition of City Clerk's office:
    - Municipal Clerk's Office Achievement of Excellence Award awarded by the Texas Municipal Clerks Association, Inc.
    - Master Municipal Clerk Certification awarded by the International Institute of Municipal Clerks - Marie Balthrop, City Clerk
  - (d) Employee of the Month – June – Public Information, Anndrea Harris
  - (e) Employee of the Month – July – Public Works/Engineering, Shelly Mackey
  - (f) Employee of the Month – August – Police, Colleen Wetzell

## **CONSENT AGENDA**

4. Approval of minutes of the September 15, 2020 Regular Meeting of the Mayor and City Council.
5. Resolutions
  - (a) Resolution authorizing the City Manager to execute the Joint Funding Agreement for Water Resources Investigations, Number 21SJFATX039000, with the U.S. Geological Survey for \$84,098.00
  - (b) Resolution authorizing the purchase of one (1) Front Loader through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$154,387.00 and through the BuyBoard Purchasing Cooperative from Texan Waste Equipment, Inc. dba Heil of Texas in the amount of \$163,900.00
  - (c) Resolution authorizing the purchase of one (1) Commercial Side Loader through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$141,622.00 and from Kann Manufacturing Corporation in the amount of \$99,186.00
6. Receive Minutes
  - (a) Library Board, November 12, 2019
  - (b) Wichita Falls-Wichita County Public Health District, March 13, 2020
  - (c) Wichita Falls-Wichita County Public Health District, May 8, 2020
  - (d) Wichita Falls Economic Development Corporation, June 30, 2020
  - (e) Wichita Falls-Wichita County Public Health District, July 10, 2020
  - (f) Wichita Falls Economic Development Corporation, August 14, 2020

## **REGULAR AGENDA**

7. Ordinances
  - (a) Ordinance accepting funds in the amount of \$33,582.67 received from the FY 2020 Emergency Management Performance Grant (EMPG) and authorizing the City Manager to execute contracts and other documents related thereto
  - (b) Ordinance appropriating \$12,830.90 to the Special Revenue Fund for additional direct award grant revenue from the State of Texas for the Texas Department of Transportation Selective Traffic Enforcement Program ("Click It or Ticket") Wave Grant for Fiscal Year 2021 and authorizing the City Manager to accept said funds
  - (c) Ordinance appropriating \$26,661.00 of grant funds pursuant to the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Grant Award #2020-DJ-BX-0939, appropriating said funds to the Special Revenue

Fund, and authorizing the City Manager to execute all documents necessary to accept and share said funds

8. Resolutions

- (a) Resolution authorizing the purchase of three (3) Automated Side Loaders through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$479,409.00 and through the BuyBoard Purchasing Cooperative from Texan Waste Equipment, Inc. dba Heil of Texas in the amount of \$509,700
- (b) Resolution authorizing the City Manager to execute a contract with Work Services Corporation for services provided by vocationally handicapped persons, in a total amount not to exceed \$118,963
- (c) Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC) Budget for Fiscal Year 2020-21

9. Other Council Matters

- (a) Staff Reports  
COVID-19 Update - Lou Kreidler
- (b) Items of concern to members of the City Council

10. Comments from the public to members of the city council concerning items that are not on the city council agenda. People wishing to address the council should sign up prior to the meeting commencing. A three-minute time frame will be adhered to for those addressing their concerns. As comments from the public are not posted agenda items, the Texas Open Meetings Act prohibits City Council members and Staff from discussing or responding to these comments during Council meetings.

11. Executive Sessions

Executive Session in accordance with Texas Government Code §551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, dismissal of a public officer or employee (including, but not limited to, City Manager, City Attorney, Judge of the Municipal Court, and City Clerk.)

12. Adjourn

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**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.**

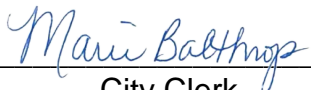
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Every item on this agenda shall be considered a public hearing. Regardless of the agenda heading under which any item is listed, any word or phrase of any item listed on this agenda shall be considered a subject for consideration for purposes of the 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 30<sup>th</sup> day of September, 2020 at 5:40 o'clock p.m.

  
\_\_\_\_\_  
City Clerk

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**CITY COUNCIL AGENDA**  
**October 6, 2020**

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**ITEM/SUBJECT:** Employee of the month - June 2020.

**INITIATING DEPT:** Public Information Office

**COMMENTARY:** Presentation of the Employee of the Month Award (plaque, letter of appreciation, dinner for two and check for \$100) to Anndrea Harris.

☒ **Director of Human Resources**

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**ASSOCIATED INFORMATION:** Resolution

☐ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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**EMPLOYEE OF THE MONTH**  
**FOR**  
**June 2020**

**NAME:** Anndrea Harris  
**DEPARTMENT:** Public Information Office  
**HIRED:** January 22, 2020  
**PRESENT POSITION:** Social Media/Marketing Specialist

**NARRATIVE:** Anndrea was born in Fort Worth and moved to Wichita Falls in 2005. After meeting her husband, they returned to the metroplex area in 2014, but ultimately felt that God was calling them to move back to Wichita Falls. They returned in 2016 and have planted roots here for their family. Anndrea started with the City of Wichita Falls this past January, and it did not take long for her to positively impact our department and the organization as a whole. She quickly adapted to her role of managing all social media platforms for the city, along with training and assisting other departments with their social media. Despite having never done so before, she quickly learned how to operate the necessary equipment in order to produce and stream City Council meetings and all other special meetings held in the Council chambers.

About two months after Anndrea started, the COVID-19 pandemic became a reality for Wichita Falls when we had our first positive case. That day and every day since, Anndrea has stepped up to the plate and gone above and beyond to ensure messages and information are communicated to the public in a timely and efficient manner. She has single-handedly designed and created dozens of charts, graphs, infographics, Q&A and FAQ documents that have been used on social media and our website to communicate with the public. Our department was quickly occupied with the COVID-19 response and in order to ensure the public received reliable, consistent information, she worked very long hours, weekends, and Holidays without once complaining. Through it all, she maintained her cheerful disposition, her great attitude, and work ethic and most of all a teamwork mentality.

**FAMILY:** Family is very important to Anndrea! She and husband Torrence have three wonderful children; Khloe 12, Kerrington 7, and TJ 5.

**HOBBIES:** Anndrea enjoys giving back to the community as she serves on the Junior League Board and North Texas Area United Way Board as well as volunteers with many local organizations. In her free time, she enjoys spending time with her family, doing craft activities, planning, and bargain shopping.

**ENDING:** The Public Information Department is fortunate to have Anndrea on our team. During her short time working for the city, she has already proven herself to be an outstanding employee. On behalf of the organization, 'thank you', for all that you do.

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**CITY COUNCIL AGENDA**  
**October 6, 2020**

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**ITEM/SUBJECT:** Employee of the month – July 2020.

**INITIATING DEPT:** Public Works/Engineering

**COMMENTARY:** Presentation of the Employee of the Month Award (plaque, letter of appreciation, dinner for two and check for \$100) to Shelly Mackey.

☒ Director of Human Resources

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**ASSOCIATED INFORMATION:**

☐ Budget Office Review

☒ City Attorney Review

☒ City Manager Approval

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**EMPLOYEE OF THE MONTH**  
**FOR**  
**July 2020**

**NAME:** Shelly Mackey

**DEPARTMENT:** Engineering

**HIRED:** April 27, 2009

**PRESENT POSITION:** Senior Engineering Tech

**NARRATIVE:** Shelly Mackey began her career with the City in the Engineering Department in April 2009 as an Engineering Tech Drafter. She was promoted to Senior Engineering Tech Drafter in March 2013. She started her employment with a vast knowledge of the AutoCAD program and brought a lot of experience to our office. She immediately took a very large role in constructing and implementing the AutoCAD template, and the styles and standards she developed are now in use by the entire drafting department. This is an enormous responsibility and a very complex program, which she continues to maintain and improve to this day. Her knowledge of AutoCAD projects and their requirements helps to make work flow smoother for all parties involved.

Shelly is the “go-to” drafter for any complicated or unusual projects. With her years of experience in AutoCAD, she is always able to give swift and precise guidance in solving even the most difficult issues. She often takes complex problems in AutoCAD and turns them into small training sessions with the other drafters. She is able to explain to the other drafters what went wrong and how to fix it, which is a valuable asset to the whole department.

Shelly has drafted numerous sets of project plans in her time with the City, including plan sets for new water lines, sewer lines, drainage, streets and alleys. She successfully completed several large projects, among them the Kemp / Monroe Drainage Ph1 & 2, Lawrence / Call Field Rd Realignment and the Maplewood Extension from Lawrence Rd to McNiel Ave. These projects were a huge undertaking and with Shelly’s knowledge, hard work, dedication, and attention to detail, she put them together with professional results.

**FAMILY:** Shelly has been married to her husband Brad for 32 years. They have 5 daughters, 1 son, 8 grandchildren, and 4 dogs.

**HOBBIES:** For fun, Shelly enjoys cooking, wine tasting, gardening, and going on cruises. She is our “department cookbook” and likes to organize goodie days for the office.

**ENDING:** Shelly is an outstanding employee. She is an asset to the City and a vital part of the Engineering Department. She works hard and delivers high quality work, performing her job with a positive attitude and a smile. We are proud to present Shelly Mackey with Employee of the Month.

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## **CITY COUNCIL AGENDA**

**October 6, 2020**

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**ITEM/SUBJECT:** Employee of the month – August 2020.

**INITIATING DEPT:** Police Department

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**COMMENTARY:** Presentation of the Employee of the Month Award (plaque, letter of appreciation, dinner for two and check for \$100) to Colleen Wetzel.

☒ **Director of Human Resources**

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**ASSOCIATED INFORMATION:** Resolution

☐ **Budget Office Review**

☐ **City Attorney Review**

☒ **City Manager Approval**

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**EMPLOYEE OF THE MONTH**  
**FOR**  
**August 2020**

**NAME:** Colleen Wetzel

**DEPARTMENT:** Police

**HIRED:** November 11, 2013

**PRESENT POSITION:** Impound Coordinator

**NARRATIVE:** The Wichita Falls Police Department is honored to present Colleen Wetzel as the Employee of the Month for August.

Colleen is directly responsible for over 100 vehicles held in evidence, all of them belonging to high profile police cases. Additionally, she is key to the management and control of another 50,000 pieces of evidence: from preserving DNA evidence, to securing murder weapons, controlling and destroying all manners of drugs, and returning or depositing tens of thousands of dollars, Colleen has done it all. She has great attention to detail, and has previously filled in as supervisor for the section. Colleen is quick to help whenever she is needed.

**FAMILY:** Colleen and her husband, John, are the proud pet parents of two dogs.

**HOBBIES:** Outside of work, Colleen enjoys caring for her dogs, as well as hanging out with her friends and traveling.

**CLOSING:** Colleen is a top-notch employee. She has very high integrity and a strong work ethic. She is a valuable asset to the department, and we are proud to recognize her as employee of the month.



City of Wichita Falls  
City Council Meeting  
Minutes  
September 15, 2020



**Item 1 - Call to Order**

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

Stephen L. Santellana	-	Mayor
DeAndra Chenault	-	Mayor Pro Tem
Tim Brewer	-	Councilors
Jeff Browning	-	
Steve Jackson	-	
Michael Smith	-	
Bobby Whiteley	-	
Darron Leiker	-	City Manager
Kinley Heggland	-	City Attorney
Marie Balthrop	-	City Clerk

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

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**Item 2a – Invocation**

Pastor Gene Holley, Life Church, gave the invocation.

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**Item 2b – Pledge of Allegiance**

Mayor Santellana led the Pledge of Allegiance.

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**Item 3a – Proclamation – Hunger Action Month – Wichita Falls Area Food Bank**

8:32 a.m.

Mayor Santellana read a proclamation proclaiming the month of September as Hunger Action Month in Wichita Falls, and encouraged everyone to help provide awareness and address the hunger issues in our city.

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**Item 3b – Proclamation – Constitution Week – Daughters of the America Revolution**

8:34 a.m.

Mayor Santellana read a proclamation proclaiming September 17, 2020 through September 23, 2020 as Constitution Week in Wichita Falls, and asked our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

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**Item 3c – Proclamation – University Kiwanis Park/Legacy Playground Support Week**

8:37 a.m.

Mayor Santellana read a proclamation proclaiming September 14, 2020 – September 27, 2020, as University Kiwanis Park/Legacy Playground Support Weeks in Wichita Falls and encouraged citizens to show their support in this competition by voting once a day via email beginning September 14, 2020, through noon September 27, 2020, for the University Kiwanis Playground.

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**Item 3d – Employee of the Month April – Steven Maynard, Central Services/Fleet Maintenance**

8:39 a.m.

John Burrus, Director of Aviation, Traffic, and Transportation, recognized Steven Maynard as the Employee of the Month for April 2020. Mayor Santellana congratulated Mr. Maynard and presented him with a plaque, letter of appreciation, restaurant voucher, and check, and thanked him for his service.

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**Item 3e – Employee of the Month May – Destiny Klimek, Health**

8:41 a.m.

Lou Kreidler, Director of Health, recognized Destiny Klimek as the Employee of the Month for May 2020. Mayor Santellana congratulated Ms. Klimek and presented her with a plaque, letter of appreciation, restaurant voucher, and check, and thanked her for her service.

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Mayor Santellana moved to Item 10, Comments from the Public.

**Item 10 – Comments from the Public to Members of the City Council Concerning Items That Are Not on the City Council Agenda**

8:44 a.m.

Clari M. Moore-Gil, 901 Airport Drive #5208, addressed the council and voiced her concerns regarding early voting polling locations in District 2.

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Mayor Santellana returned to the regular agenda.

**Item 4-6 – Consent Items**

8:47 a.m.

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

Moved by Councilor Brewer to approve items on the consent agenda.

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

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

Nays: None

**Item 4 – Approval of minutes of the September 1, 2020 Regular Meeting of the Mayor and City Council**

**Item 5a – Resolution 76-2020**

Resolution authorizing the City Manager to award bid and contract for the 2020 Sanitary Sewer Budget Utility Improvement Project – Phase 2 to Leetech Solutions, LLC in the amount of \$431,171.00.

**Item 5b – Resolution 77-2020**

Resolution authorizing award of bid for the purchase of the City's Estimated Annual Requirement of Water Meter Boxes and Lids from the low bidder, PowerSeal Pipeline Products Corporation, in the amount of \$161,433.00.

**Item 6 – Receive Minutes**

- (a) 4B Sales Tax Corporation, December 10, 2019
- (b) 4B Sales Tax Corporation, March 10, 2020
- (c) Lake Wichita Revitalization Committee, August 11, 2020
- (d) Planning & Zoning Commission, August 12, 2020

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**Item 7a – Ordinance 54-2020**

8:48 a.m.

Ordinance authorizing the City Manager to execute all documents necessary to apply for and accept \$1 million in Federal Aviation Administration Entitlement grants for debt service at Wichita Falls Regional Airport and appropriating said funds to the FAA Airport Improvement Grant 2020 Fund.

Moved by Councilor Chenault to approve Ordinance 54-2020.

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

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

Nays: None

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**Item 7b –Ordinance 55-2020**

8:50 a.m.

Ordinance authorizing the City Manager to execute all documents necessary to apply for and accept up to \$50,000 in Texas Department of Transportation Aviation Division Routine Airport Maintenance Program (RAMP) Funds for FY 2021 Projects at Kickapoo Downtown Airport and appropriating said funds and the City's match of \$50,000 into the Special Revenue Fund.

Moved by Councilor Chenault to approve Ordinance 55-2020.

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

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

Nays: None

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**Item 7c –Ordinance 56-2020**

8:52 a.m.

Ordinance authorizing the City Manager to execute all documents necessary to apply for and accept up to \$50,000 in Texas Department of Transportation Aviation Division Routine Airport Maintenance Program (RAMP) Funds for FY 2021 Projects at Wichita Falls Regional Airport and appropriating said funds and the City's match of \$50,000 into the Special Revenue Fund.

Moved by Councilor Chenault to approve Ordinance 56-2020.

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

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

Nays: None

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**Item 7d –Ordinance 57-2020**

8:53 a.m.

Ordinance amending the Fiscal Year 19-20 City of Wichita Falls Traffic Engineering budget in an amount of \$120,000 and encumbering those funds for Wayfinding sign repairs.

Moved by Councilor Brewer to approve Ordinance 57-2020.

Motion seconded by Councilor Chenault and carried with the following vote:

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

Nays: None

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**Item 7e –Ordinance 58-2020**

9:00 a.m.

Ordinance replacing Ordinance No. 54-2019, the fee schedule applied to City operations; providing for severability; providing that such ordinance shall not be codified; and providing an effective date.

Moved by Councilor Brewer to approve Ordinance 58-2020.

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

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

Nays: None

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**Item 8a – Resolution 78-2020**

9:02 a.m.

Resolution approving the programs and expenditures of the Wichita Falls 4B Sales Tax Corporation Budget for Fiscal Year 2020-21.

Moved by Councilor Brewer to approve Resolution 78-2020.

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

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

Nays: Councilor Jackson

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**Item 8b – Resolution 79-2020**

9:07 a.m.

Resolution approving the programs and expenditures of the Wichita Falls 4B Sales Tax Corporation Board of Directors and amending the budget to include funding up to \$10,000 to the Wichita Falls Alliance for Arts and Culture for the installation of a mural on the Lindemann Parking Garage at 7<sup>th</sup> Street/Indiana Street downtown.

Moved by Councilor Chenault to approve Resolution 79-2020.

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

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

Nays: Councilor Jackson

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**Item 8c – Resolution 80-2020**

9:19 a.m.

Resolution approving the programs and expenditures of the Wichita Falls 4B Sales Tax Corporation Board of Directors and amending the budget to include funding up to \$100,000 to the City of Wichita Falls for roadway striping improvements related to the City's Bicycle Friendly Certification.

Moved by Councilor Chenault to approve Ordinance 80-2020.

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

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

Nays: Councilor Jackson

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**Item 8d – Resolution 81-2020**

9:26 a.m.

Resolution approving the programs and expenditures of the Wichita Falls 4B Sales Tax Corporation Board of Directors and amending the budget to include funding up to \$756,516 to the City of Wichita Falls related to the construction of the Circle Trail Project.

Moved by Councilor Chenault to approve Ordinance 81-2020.

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

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

Nays: Councilor Jackson

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**Item 8e – Resolution 82-2020**

9:30 a.m.

Resolution authorizing the purchase of one (1) TMX Aircraft Tractor from Aero Specialties, Inc. in the amount of \$69,933.30.

Moved by Councilor Brewer to approve Ordinance 82-2020.

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

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

Nays: None

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**Item 8f – Resolution 83-2020**

9:36 a.m.

Resolution appointing Ms. Angela Bakken of the Animal Services Division of the Wichita Falls-Wichita County Public Health District to act as the Local Rabies Control Authority for the City of Wichita Falls.

Moved by Councilor Brewer to approve Ordinance 83-2020.

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

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

Nays: None

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**Item 8g – Resolution 84-2020**

9:37 a.m.

Resolution authorizing the execution of a Memorandum of Agreement between the City of Wichita Falls and Robert McBroom MD, FACP for the Provision of Medical Services to the Wichita Falls-Wichita County Public Health District.

Moved by Councilor Brewer to approve Ordinance 84-2020.

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

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

Nays: None

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**Item 8h – Resolution 85-2020**

9:40 a.m.

Resolution approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the Company’s 2020 Rate Review Mechanism Filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the Company to reimburse ACSC’s reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC’s legal counsel.

Moved by Councilor Smith to approve Ordinance 85-2020.

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

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

Nays: None

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**Item 8i – Resolution 86-2020**

9:45 a.m.

Resolution approving extension of the contract for operation and maintenance of jointly owned lake and canal systems by the City of Wichita Falls and the Wichita County Water Improvement District No. 2 in the amount of \$272,417.00.

Moved by Councilor Chenault to approve Ordinance 86-2020.

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

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

Nays: None

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**Item 8j – Resolution 87-2020**

9:51 a.m.

Resolution authorizing award of bid for the City's estimated annual supply of aviation fuels to Epic Fuels at Wichita Falls Regional Airport.

Moved by Councilor Brewer to approve Ordinance 87-2020.

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

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

Nays: None

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**Item 9a(i) – Staff Report – COVID-19 Update, Lou Kreidler**

9:55 a.m.

Lou Kreidler, Director of Health, gave an update on COVID-19 cases. In the last two weeks, there have been 178 cases, which averages approximately 12 per day. There have been 149 recoveries, and 3 deaths in the same two-week period. The main causes of spread continue to be contact, close contact, and community spread. Our school team continues to work with each school to work through cases and exposures. Isolation and quarantine is working, and wearing masks in the classroom appears to be effective in slowing the spread. Schools have been proactive ensuring sick students are quickly removed and not allowed to return until they have received clearance from a physician or the Health District. Individuals are upset with the quarantine process and having to be out of work or school for fourteen days, but it is providing protection to other staff and students. The influenza vaccine is now available at some pharmacies and physician offices and Mrs. Kreidler encouraged everyone to be vaccinated. It is important to continue to wear a mask when social distancing cannot be maintained, cover your coughs and sneezes, wash your hands often, and use hand sanitizer. Mrs. Kreidler discussed that influenza and COVID-19 are separate diseases, and receiving a flu vaccine will assist with reducing co-infections and poor outcomes associated with that.

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**Item 9a(ii) – Staff Report – 2019-2020 Year End Budget Forecast, Jessica Williams**

9:55 a.m.

Jessica Williams, Director of Finance/CFO, provided an update on the year-end forecast for the 2019-2020 fiscal year budget focusing on the general fund. Mrs. Williams discussed the timeline and challenges due to COVID-19; the pre and post COVID-19 2019-2020 budget; hard costs and lost revenues; fund balance; and moving forward. The final revenue shortfall is projected to be \$2.1 million instead of the \$3 million to \$5 million projected due to losing less sales tax revenue than expected, and savings due to reduced spending. The Hotel/Motel tax revenue is down 25% and Municipal Court revenues are down 42%. There was brief discussion concerning CARES Act funding and the rules associated with these funds, as these funds cannot replace lost revenues. Councilor Smith encouraged citizens to reach out to the candidates running for Senate District 30 regarding loosening the rules on CARES Act funding and asking where these funds go if they are not spent at the local level. Councilor Jackson asked how much the City owes in bond debt. It was discussed that the City has approximately \$150 million in bond debt with well over \$100 million supported by water and sewer funds, and some 4B funds. Very little bond debt is paid solely from property tax revenues.

#### **Item 9b – Items of Concern to Members of the City Council**

10:30 a.m.

Councilor Smith reminded everyone that the Census ends this month, although due to a federal judge's ruling it could be extended until the end of October. Councilor Smith said shame on you if you have not completed the Census. He discussed that it is our civic duty to complete the Census, and the amount of money lost in Federal dollars for each person not counted. It is estimated that the City loses \$20,000 in funding for each person not counted. Councilor Smith discussed the Special Election on September 29<sup>th</sup> for Senate District 30, and the November 3<sup>rd</sup> Presidential election which includes local races and Charter amendments, and stated that it is your responsibility to vote. Councilor Smith stated that Texoma Gives raised over \$1.2 million last week to support our local non-profits. He encouraged everyone to continue to give as generously as they can.

Councilor Browning echoed comments made by Councilor Smith concerning the Census and voting, and encouraged citizens to educate themselves on the candidates for all races so they can make an educated decision.

Councilor Jackson asked to keep our children and teachers in our prayers since school is back in session. Regarding Texoma Gives, he felt that it was sad that the media did not show up at Base Camp Lindsey to report on homeless veterans in our community. On any given night, there are 75 homeless veterans on the street in our community and that is shameful. He wishes people would consider Base Camp Lindsey when donating to non-profits.

Councilor Brewer stated that the housing market is exploding in Wichita Falls and it is due to people wanting to move to Wichita Falls because it is a desirable place to live. He anticipates Wichita Falls to continue to grow and it is exciting, as it will help our tax

base grow. Councilor Brewer discussed that home appraisals have gone up and it is partially due to a shortage of houses and increased home sales. He feels we should stay positive about our city, be excited about new businesses opening, and support businesses that may be struggling. Councilor Brewer stated that the Lake Wichita Revitalization Committee is selling walkway stones to fund the Veteran's Plaza, which will be funded completely by private donations and grants. Information can be found on the city's website.

Councilor Whiteley asked where the Early Voting polling locations are for the Special Election and encouraged everyone to vote. Congratulations to our new Fire Marshall Cody Melton, and to the others recently promoted within the Fire Department. Sadly, they were unable to have many people attend the ceremony due to the pandemic.

Councilor Chenault said good morning, thanked everyone for coming, and stated the locations, addresses, and times for Early Voting polling places for the current Special Election.

Mayor Santellana discussed the current Special Election for Senate District 30, and the six candidates running. With six candidates, there will likely be a runoff election in December. He echoed statements made by Councilor Smith concerning the Census and encouraged everyone to complete their Census forms, as it is very important to federal funding received. Mayor Santellana discussed Base Camp Lindsey, the location, and grant funds they have applied for to remodel the building. He was finally able to go onto Sheppard Air Force Base for the 9/11 events and it was nice to be back on base supporting them. Congratulations to our employees of the month, it is wonderful to have quality employees. It is election time and it will be a full ballot. He encouraged everyone to vote early. If you are interested in donating money for Hirschi High School letter jackets for those that cannot afford them, please get with Pam Burch in the City Manager's office.

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#### **Item 11 – Executive Session**

No executive session was held.

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#### **Item 12 –Adjourn**

Mayor Santellana adjourned the meeting at 10:48 a.m.

PASSED AND APPROVED this 6<sup>th</sup> day of October, 2020.

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Stephen L. Santellana, Mayor

ATTEST:

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Marie Balthrop, TRMC, MMC  
City Clerk

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**CITY COUNCIL AGENDA**  
**October 6, 2020**

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**ITEM/SUBJECT:** Resolution authorizing the City Manager to execute the Joint Funding Agreement for Water Resources Investigations, Number 21SJJFATX039000, with the U.S. Geological Survey for \$84,098.00.

**INITIATING DEPT:** Public Works

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**STRATEGIC GOAL:** Provide Adequate Infrastructure

**STRATEGIC OBJECTIVE:** Complete Public Improvements Projects

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**COMMENTARY:** For 31 years, the City of Wichita Falls has participated in funding existing gauging stations operated and maintained by the U.S. Geological Survey (USGS). The stations the City has historically participated in funding are listed below:

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

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

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

The total cost to operate and maintain the stations for 2020-2021 is \$111,515.00. The City will fund \$84,098.00 for the annual operations and maintenance costs with the USGS funding \$27,417.00.

Funding for this agreement is budgeted from two funding sources; Water/Sewer Fund and Stormwater Utility Fund in the amount of \$84,098.00. Staff recommends approving

the Joint Funding Agreement with the USGS in the amount of \$84,098.00 for the annual maintenance and operations of nine gauging stations.

☒ Director of Public Works

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**ASSOCIATED INFORMATION:** Resolution, Agreement, and Location Map

☐ Budget Office Review

☒ City Attorney Review

☒ City Manager Approval

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Resolution No. \_\_\_\_\_

**Resolution authorizing the City Manager to execute the Joint Funding Agreement for Water Resources Investigations, Number 21SJFATX039000, with the U.S. Geological Survey for \$84,098.00**

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

WHEREAS, U.S. Geological Survey is proposing to do this work for an amount of \$84,098.00.

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

The Joint Funding Agreement for Water Resources Investigations, Number **21SJFATX039000**, with the U.S. Geological Survey is approved in the total amount of \$84,098.00, and the City Manager is authorized to execute the agreement with the said agency for the operations and maintenance of such gauging stations.

PASSED AND APPROVED this the 6th day of October, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

Form 9-1366  
(May 2018)

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

Customer #: 6000000609  
Agreement #: 21SJFATX039000  
Project #: SJ009ME  
TIN #: 75-6000714

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Wichita Falls party of the second part.

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

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

- (a) \$27,417 by the party of the first part during the period  
October 1, 2020 to September 30, 2021
- (b) \$84,098 by the party of the second part during the period  
October 1, 2020 to September 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,  
in the amount of: \$0  
  
Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be  
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters  
between the parties.

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

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

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

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

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

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

Form 9-1366  
(May 2018)

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

Water Resource Investigations

Customer #: 6000000609  
Agreement #: 215JJFATX039000  
Project #: SJ009ME  
TIN #: 75-6000714

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

**USGS Technical Point of Contact**

Name: Kristine Blickenstaff  
Branch Chief - North Texas  
Address: 501 W. Felix Street Bldg 24  
Fort Worth, TX 76115  
Telephone: (882) 316-5033  
Fax: (882) 316-5022  
Email: kblickenstaff@usgs.gov

**Customer Technical Point of Contact**

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

**USGS Billing Point of Contact**

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

**Customer Billing Point of Contact**

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

U.S. Geological Survey  
United States  
Department of Interior

City of Wichita Falls

**Signature**  
TIMOTHY RAINES  
Digitally signed by  
TIMOTHY RAINES  
Date: 2020.06.26  
15:41:01 -05'00'  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Timothy H. Raines  
Title: Director

**Signatures**  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

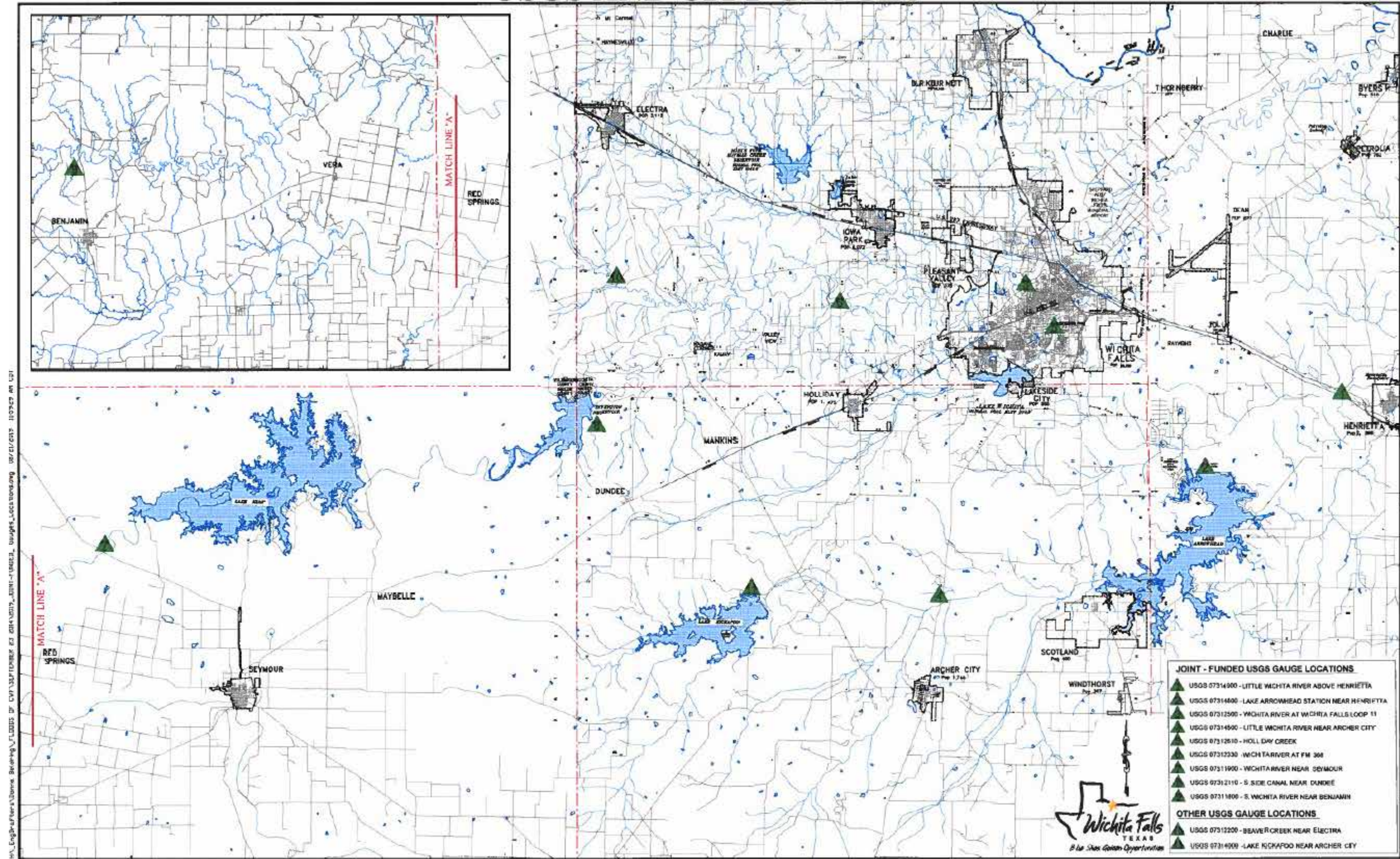
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Wichita Falls**  
**21SJFATX039000**

Station Number	Description	Code	No. Units	Diff. Factor	USGS Funds	City of Wichita Falls Funds	Total Cost
<b>001: SURFACE WATER</b>							
07311800	S Wichita Rv nr Benjamin, TX Full Range Streamflow Station (USACE Tulsa funds \$5100)	QCONT	0.68	1	\$5,400	\$5,400	\$10,800
Site Totals:					<u>\$5,400</u>	<u>\$5,400</u>	<u>\$10,800</u>
07311900	Wichita River near Seymour, TX Full Range Streamflow Station (USACE Tulsa funds \$5100)	QCONT	0.68	1	\$3,000	\$7,800	\$10,800
Site Totals:					<u>\$3,000</u>	<u>\$7,800</u>	<u>\$10,800</u>
07312109	Diversion Lake near Dundee, TX Reservoir Stage Only (USACE Tulsa funds \$3735)	RES-E	0.5	0.88	\$1,037	\$1,038	\$2,075
Site Totals:					<u>\$1,037</u>	<u>\$1,038</u>	<u>\$2,075</u>
07312330	Wichita Rv at FM 368 nr Iowa Park, TX Stage, Continuous	STGCONT	1	1	\$0	\$7,600	\$7,600
Site Totals:					<u>\$0</u>	<u>\$7,600</u>	<u>\$7,600</u>
07312610	Holliday Ck at Wichita Falls, TX Full Range Streamflow Station	QCONT	1	1	\$0	\$15,900	\$15,900
Site Totals:					<u>\$0</u>	<u>\$15,900</u>	<u>\$15,900</u>
07314500	Little Wichita River near Archer City, TX Full Range Streamflow Station	QCONT	1	1	\$5,885	\$10,015	\$15,900
Site Totals:					<u>\$5,885</u>	<u>\$10,015</u>	<u>\$15,900</u>
07314800	Lake Arrowhead near Henrietta, TX Reservoir Stage Only	RES-E	1	1	\$410	\$6,140	\$6,550
Site Totals:					<u>\$410</u>	<u>\$6,140</u>	<u>\$6,550</u>
07314900	Little Wichita River above Henrietta, TX Full Range Streamflow Station	QCONT	1	1	\$5,885	\$10,015	\$15,900
Site Totals:					<u>\$5,885</u>	<u>\$10,015</u>	<u>\$15,900</u>
<b>SURFACE WATER TOTAL</b>					<u><b>\$21,617</b></u>	<u><b>\$63,908</b></u>	<u><b>\$85,525</b></u>
<b>003: WATER QUALITY</b>							
07312500	Wichita River at Wichita Falls, TX O&M of Water-Quality Monitor T, SC	WQMON2	1	0.94	\$5,800	\$9,490	\$15,290
	Collection and analysis of Water-Quality Samples	WQSPER	6	0.94		\$10,700	\$10,700
	Major dissolved inorganic ions	S1022	6	1.0			
	Dissolved nutrients and orthophosphate	S1034	6	1.0			
Site Totals:					<u>\$5,800</u>	<u>\$20,190</u>	<u>\$25,990</u>
<b>WATER QUALITY TOTAL</b>					<u><b>\$5,800</b></u>	<u><b>\$20,190</b></u>	<u><b>\$25,990</b></u>

PROJECT	CITY OF WICHITA		TOTAL COST
	USGS FUNDS	FALLS FUNDS	
SURFACE WATER: 00180	\$21,617	\$63,908	\$85,525
WATER QUALITY: 00380	\$5,800	\$20,190	\$25,990
PROJECT TOTAL	<u>\$27,417</u>	<u>\$84,098</u>	<u>\$111,515</u>

USGS AND CITY GAUGES



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**CITY COUNCIL AGENDA  
OCTOBER 6, 2020**

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**ITEM/SUBJECT:** Resolution authorizing the purchase of one (1) Front Loader through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$154,387.00 and through the BuyBoard Purchasing Cooperative from Texan Waste Equipment, Inc. dba Heil of Texas in the amount of \$163,900.00.

**INITIATING DEPT:** Public Works

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**STRATEGIC GOAL:** Efficiently Delivery City Services

**STRATEGIC OBJECTIVE:** N/A

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**COMMENTARY:** The Sanitation Division is scheduled to replace one Front End Loader (FSL) in 20-21 budget based on the age of the vehicle, mileage, and maintenance expenses. Sanitation Division will use this unit for front end commercial refuse collection. The Front End Loader will be comprised of Mack TE64R cab and chassis from Bruckner Truck Sales, Inc. and Heil 28-yard HalfPack full eject front load body from Heil of Texas in the total amount of \$318,287.00.

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

Staff has budgeted \$329,000 for the purchase of this equipment and therefore recommends the purchase of one (1) turnkey front end loader through the BuyBoard and H-GAC Purchasing Cooperatives in the amount of \$318,287.00.

☒ **Purchasing**

☒ **Director of Public Works**

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**ASSOCIATED INFORMATION:** Resolution, Quote

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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Resolution No. \_\_\_\_\_

**Resolution authorizing the purchase of one (1) Front Loader through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$154,387.00 and through the BuyBoard Purchasing Cooperative from Texan Waste Equipment, Inc. dba Heil of Texas in the amount of \$163,900.00**

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

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

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

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

City Staff is authorized to execute all documents necessary to purchase one (1) Front Loader through the BuyBoard and H-GAC Purchasing Cooperatives from Bruckner Truck Sales, Inc. and Texan Waste Equipment, Inc. in the amount of \$318,287.00.

PASSED AND APPROVED this the 6th day of October, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

REPLACING:

DEPARTMENT	UNIT	YEAR	MAKE	MODEL	MILEAGE
<b>SANITATION</b>	1129	2006	Mack	MR688S	180,486



		<b>CONTRACT PRICING WORKSHEET</b> For Standard Equipment Purchases		Contract No.:	HT06-20	Date Prepared:	9/8/2020
This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.							
Buying Agency:	City of Wichita Falls			Contractor:	Grande Truck Center		
Contact Person:				Prepared By:	Bob Davie		
Phone:				Phone:	512-632-6622		
Fax:				Fax:	210-666-7216		
Email:				Email:	bdavie@grandetruck.com		
Product Code:	I12	Description:	Mack TE64R				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							44900
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
RDS 4500 6 speed		18500	Frame liner		3250		
Allison Vocational package		3500	80 gallon fuel tank		1900		
Power divider Lockout		4550	LHRH motorized mirrors		1650		
MP7 355 HP		8900	315/80R22.5 Rear Tires		4250		
Diffuser		3200	Skid Plate		2750		
Static Load Cushions		3220	Antisway Springs		1950		
Allison Neutral Control		4200	Emmission OBD		3250		
Flaming River Disconnect		3150	20K Front Axle		7700		
20K Taperleaf Springs		7700	Maintenance Monitor		3200		
Synthetic Lube Allison Transmission		3250	Axle Ratio		1650		
210 Wheelbase		4500	Subtotal From Additional Sheet(s):				0
Mack 46K axle		9800	Subtotal B:				106020
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
Pump Mount Provisions		1967					
				Subtotal C:		1967	
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).					For this transaction the percentage is:		1%
D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)							
Description		Cost	Description		Cost		
				Subtotal D:		0	
E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)							152887
Quantity Ordered:	1	X Subtotal of A + B + C + D:	152887	=	Subtotal E:		152887
							Subtotal F:
							1500
G. Trade-Ins / Other Allowances / Special Discounts							
Description		Cost	Description		Cost		
				Subtotal G:		0	
Delivery Date:							H. Total Purchase Price (E+F+G):
							154387

# Heil of Texas

1440 South loop 12 Irving, Texas, 75060  
 Phone: 972-438-6488 Fax: 972-438-5564  
 Email: [reiddonaldson@heiloftexas.com](mailto:reiddonaldson@heiloftexas.com)



**Quotation**  
 Quote #: Q-021220 HHP  
 Date: 8/03/20  
 Expires On: 12/31/20



Ship To: Josh Phillips- Bruckner Mack

City of Wichita Falls  
 2100 Seymour Hwy.  
 Wichita Falls, Texas 76301

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Reid Donaldson	x	<a href="mailto:reiddonaldson@heiloftexas.com">reiddonaldson@heiloftexas.com</a>	HOT	Upon Delivery

BUYBOARD CONTRACT: #599-19 – SERIES

QTY	PART #	PRODUCT NAME	DESCRIPTION
		Heil HHP Odyssey Pack	Heil Heavy Duty HalfPack 28 yd. Full Eject Commercial Frontloader
		Mount	Full Factory Mount @ Heil Plant Ft. Payne, Al.
		PTO/ Pump	O.I.G.A.I.- Operate in Gear @ Idle / Front Mount Vane Pump
		Backing Lights	Backup Assist lights- LED
		Lighting LED	Hopper single LED and Backup Assist Lights
		Safety Lighting	Petersen "Smart" LED Strobes w/ LED body Light Kit
		Body Retainer Teeth	Body Retainer Teeth- 2 rows
		Ladder	Tailgate Roof Access ladder
		Hopper Floor Liner	Hopper Floor Liner (3/16"- AR400)
		Mud Flaps	Mud flaps ahead and behind tandem rear wheels
		HALO Package	HALO (Heil Autonomous Lift Option)- upgraded joystick and controls
		Camera System	(4) Camera System/ 9"LCD Monitor w/ DVR, Rear, Arm, Rht Sideand Hopper
		Lube System- Body	Graco Lube System
		Lube System- Chassis	Graco Lube System w/ 3-Axle chassis Package
		Tool Box	Tool Box mounted on frame 18x18x24
		Cab Extension Raise	Pneumatic Cab Extension Raise
		Freight	Freight/ Delivery from Heil Plant to HOT Irving and then to Wichita Falls, Tx.
		BuyBoard	BUYBOARD fee for contract 599-19
		Fender Extension Kit	Fender Extension Kit
		Infinity Cylinders	Infinity Series Packer/Eject Cylinders with scrapers and hardened rods to 50 HRC - Includes Five (5) Year Packer/Eject Cylinder Only Warranty that covers dents and dings.
		Fire Suppression	Fogmaker Fire Suppression System
			<b>Base Price \$163,900 ea</b>

## TERMS AND CONDITIONS

### 1. General

No terms or conditions of Buyer's purchase order which is different from or in additions to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS until officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations of agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent.

### 2. Price and Payment

a) Price quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.  
b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, ~~(including)~~ without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS, in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.  
c) TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Texas.

### 3. Delivery

a) If within 5 days after receipt of the goods, Buyer fails to notify the Seller in writing of any non-conforming goods, Buyer shall be deemed to have accepted the goods delivered.  
b) Deliveries dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and other data required to be furnished by the Buyer.  
c) If shipment or delivery is delayed because of an act or omission of the Buyer, payment shall be due upon notification by Seller that goods are ready for shipment. Buyer shall pay any additional charges including, but not limited to, cost of storage, handling, and insurance.

### 4. WARRANTY AND LIMITATIONS OF LIABILITY

ANY EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATIONS IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

### 5. Delays

Sellers shall not be liable for the failure or delay in performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, order or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

### 6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

### 7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, cost of goods and profit.

### 8. Miscellaneous

This agreement shall be binding upon the successors and assigns of the parties. If any provision herein is found to be invalid as a matter of law or by public policy, it shall be considered severed from the remainder of the provisions which shall remain in full force and effect. This agreement shall be governed by the law of the State of Texas.

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

X

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Approval to Process Order Date

Thank you for the opportunity to earn your business!

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**CITY COUNCIL AGENDA  
OCTOBER 6, 2020**

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**ITEM/SUBJECT:** Resolution authorizing the purchase of one (1) Commercial Side Loader through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$141,622.00 and from Kann Manufacturing Corporation in the amount of \$99,186.00.

**INITIATING DEPT:** Public Works

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**STRATEGIC GOAL:** Efficiently Delivery City Services

**STRATEGIC OBJECTIVE:** N/A

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**COMMENTARY:** The Sanitation Division is scheduled to replace one commercial side loader for alley service in 20-21 budget based on the age of the vehicle, mileage, and maintenance expenses. The commercial side loader will be comprised of Mack Terrapro Cabover MRU612 cab and chassis from Bruckner Truck Sales, Inc. and Curb Master SLEC Series 21-yard Commercial Side Loader body with Eject Unloading from Kann Manufacturing Corporation in the amount of \$240,808.00.

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

Staff has budgeted \$251,118 for the purchase of this equipment and therefore recommends the purchase of one (1) turnkey commercial side loader through H-GAC Purchasing Cooperatives in the amount of \$240,808.00.

☒ **Purchasing**

☒ **Director of Public Works**

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**ASSOCIATED INFORMATION:** Resolution, Quote

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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Resolution No. \_\_\_\_\_

**Resolution authorizing the purchase of one (1) Commercial Side Loaders through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$141,622.00 and from Kann Manufacturing Corporation in the amount of \$99,186.00**

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

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

WHEREAS, the City Council finds that Bruckner Truck Sales, Inc. is offering one (1) turnkey Commercial Side Loader through H-GAC Purchasing Cooperatives comprised of the Mack TE42 cab and chassis from Bruckner Truck Sales, Inc. and the Kann Curb Master SLEC Series 21-yard Commercial Side Loader body with Eject Unloading from Kann Manufacturing Corporation, and it is in the best interest to purchase equipment in accordance with the Cooperative Purchasing Programs.

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

City Staff is authorized to execute all documents necessary to purchase one (1) Commercial Side Loader through the H-GAC Purchasing Cooperatives from Kann Manufacturing Corporation and Bruckner Truck Sales, Inc. in the amount of \$240,808.00.

PASSED AND APPROVED this the 6th day of October, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

REPLACING:

DEPARTMENT	UNIT	YEAR	MAKE	MODEL	MILEAGE
SANITATION	1189	2010	Mack	MRU612	104,749



		<b>CONTRACT PRICING WORKSHEET</b> For Standard Equipment Purchases		Contract No.:	HT06-20	Date Prepared:	9/8/2020
This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.							
Buying Agency:	City of Wichita Falls			Contractor:	Grande Truck Center		
Contact Person:				Prepared By:	Bob Davie		
Phone:				Phone:	512-632-6622		
Fax:				Fax:	210-666-7216		
Email:				Email:	bdavie@grandetruck.com		
Product Code:	I10	Description:	Mack TE42				
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>							40150
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.</b> (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description	Cost	Description	Cost				
RDS 4500 6 speed	18500	Frame liner	3250				
Allison Vocational package	3500	50 gallon fuel tank	1900				
Power divider Lockout	4550	LHRH motorized mirrors	1650				
MP7 355 HP	8900	315/80R22.5 Rear Tires	4250				
Diffuser	3200	Skid Plate	2750				
Static Load Cushions	3220	Antisway Springs	1950				
Allison Neutral Control	4200	Emmission OBD	3250				
Flaming River Disconnect	3150	20K Front Axle	7700				
20K Taperleaf Springs	7700	Maintenance Monitor	3200				
Synthetic Lube Allison Transmission	3250						
175 Wheelbase	3500	<b>Subtotal From Additional Sheet(s):</b>				0	
RS-30-185	4800			<b>Subtotal B:</b>		98370	
<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.</b> (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description	Cost	Description	Cost				
Pump Mount Provisions	1602						
				<b>Subtotal C:</b>		1602	
<b>Check:</b> Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				<b>For this transaction the percentage is:</b>		1%	
<b>D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)</b>							
Description	Cost	Description	Cost				
				<b>Subtotal D:</b>		0	
<b>E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)</b>							140122
Quantity Ordered:	1	X Subtotal of A + B + C + D:	140122	=	<b>Subtotal E:</b>		140122
							<b>Subtotal F:</b> 1500
<b>G. Trade-Ins / Other Allowances / Special Discounts</b>							
Description	Cost	Description	Cost				
				<b>Subtotal G:</b>		0	
<b>Delivery Date:</b>				<b>H. Total Purchase Price (E+F+G):</b>		141622	



Kann Manufacturing Corporation  
P.O. Box 400 - 210 Regent Street - Guttenberg, Iowa 52052  
Phone: 563-252-2035 - Fax: 563-252-3069 - Email: sales@kannmfg.com

## QUOTE

Date	Quote #
09/08/20	00007445

**Quote To:** CITY OF WICHITA FALLS

WICHITA FALLS, TX 76307-

**Ship To:** BRUCKNER TRUCK SALES

4520 NW FRWY  
WICHITA FALLS, TX 76306-

**Contact** TERESA ROSE

**Customer** 0023094

**Telephone** 940-761-7466

**Fax** 940-761-7688

Terms	Expiry Date	Salesperson	Ship Via
NET 10 DAYS	10/08/20	RT	DELIVER

Qty	Part #	Description	Unit price	Ext. Price
		HGAC #RH08-20C137: CURB MASTER SERIES, SLEC 21-YD COMMERCIAL SIDE LOADER, TREE HUGGER		
1.0	3531174	BODY ASSY 15YD SSL XS SLEC RR	48,784.000	48,784.00
1.0	3530894	TAILGATE ASSY, BODY SLEC LPRR	3,725.000	3,725.00
1.0	3530709	PAINT, MISC MATL PPG#FDGH SLC	3,125.000	3,125.00
6.0	1800306-24	PPG#FDGH 93143 NC, WHT	150.000	900.00
1.0	4530098	SNGL HOOK LOAD OPT SLEC	3,718.000	3,718.00
1.0	3531148	ROOF DECK ASSY, SLEC 15 RR	713.000	713.00
1.0	3531094	LIGHTS, TLGT LED T/B SLEC RR	1,338.000	1,338.00
1.0	4700338	STROBE LIGHT (TARGET)	245.000	245.00
1.0	4530006	LIGHTS, SIDE WORK FENDER MNT	165.000	165.00
1.0	4530050	LOADING WORK LIGHTS, SLEC	97.000	97.00
1.0	4530114	FIRE EXT 20# FENDER MNT SLEC	350.000	350.00
1.0	4530030	CAMERA, DUAL SV 7" LCD/29' CBL	2,575.000	2,575.00
1.0	4530102	REAR WORK LIGHTS, BTM LT BAR	85.000	85.00
1.0	4530036	TOOL BOX 30" OPTION SLEC	455.000	455.00
1.0	5530053	SLEC15YD SSL PTO/TP MRU 2018	30,756.000	30,756.00

**Sub Total:** 97,031.00

**Sales Tax:** 0.00

**Federal Excise Tax:** 0.00

**Freight:** 2,155.00

**Total:** 99,186.00



**Kann Manufacturing Corporation**  
P.O. Box 400 - 210 Regent Street - Guttenberg, Iowa 52052  
Phone: 563-252-2035 - Fax: 563-252-3069 - Email: sales@kannmfg.com

QUOTE

**-Customer is responsible for throttle advance programming if required.**

- F.O.B. Kann Manufacturing Corporation. Freight charge is estimated based upon fuel cost at the time of quotation. The charge subject to change at the time of delivery.
- Modifications to customer supplied chassis will be at the customer's expense and will be added to the customer's invoice. Customers will be notified prior to any modifications.
- If Kann Manufacturing Corporation facilitates the customer purchase of a chassis, C.O.D. terms on both chassis and body will supercede all other specified terms found in this agreement.

\*\*\* Ordering Information:

Order date: \_\_\_\_\_ Number of Units Ordered: \_\_\_\_\_ Customer's P.O. #: \_\_\_\_\_

Customer Order Authorization Signature: \_\_\_\_\_

Kann Manager Authorization: RT \_\_\_\_\_

## LIBRARY ADVISORY BOARD MINUTES

Nov. 12, 2019

### MEMBERS PRESENT:

Kym Acuña  
Amy Bobrowitz  
Jim Sernoe  
Carolyn Watt-Sutherland

Jana Hausburg

### MEMBERS ABSENT

Emily Adams  
Suhua Huang  
Emily Reeves  
Kimberley Latham  
Michael Smith

Blake Jurecek  
Bobby Whiteley  
Alan Martin

### Librarian's report

There being no quorum, the minutes from October could not be approved. Ms. Hausburg will email the group for a consensus.

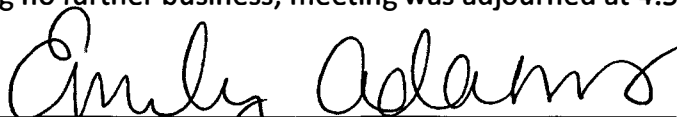
Ms. Hausburg reported the delivery of 2 adult sized loveseats. Those have been placed in the Children's area. One additional shipment of furniture should arrive in early December.

Ms. Hausburg had proposed in October that in January, the Advisory Board meeting times change to once a quarter. She referenced the City's **Code of Ordinances, Chapter 85 – Public Library. Article II. Sec. 86-34. Meetings** which states: *Meetings of the Library Advisory Board shall be held at least quarterly, with the dates and times of meetings to be determined by the members of the board.* Those Board members in attendance liked the idea and asked her to send an internet vote out to the entire board so that it could be decided before January 2020.

In lieu of a December meeting, board members were invited to attend the library's holiday open house set for Dec. 14<sup>th</sup> from 2-4 p.m.

There being no further business, meeting was adjourned at 4:50 p.m.

Signature: \_\_\_\_\_



Emily Adams, Chairperson

# WICHITA FALLS-WICHITA COUNTY PUBLIC HEALTH BOARD MINUTES

March 13, 2020

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

## BOARD MEMBERS PRESENT:

Keith Williamson, M.D., Vice-Chair  
Julie Gibson, D.V.M., Secretary  
Tonya Egloff, D.D.S.  
Melissa Plowman  
Paris Ward

Physician - City Appointment  
Veterinarian - City Appointment  
Dentist - County Appointment  
Restaurant Association - City Appointment  
Citizen At-Large - City Appointment

## BOARD MEMBERS ABSENCE:

David Carlston, Ph.D., Chair - Unexcused  
Lauren Jansen, Ph.D., R.N. - Excused

Citizen At-Large - County Appointment  
Registered Nurse - City Appointment

## OTHERS PRESENT:

Lou Kreidler, R.N., B.S.N.  
Amy K. Fagan, M.P.A.  
Arthur J. Szczerba, M.D.  
Michael Smith  
Woodrow W. Gossom, Jr.  
Mark Beauchamp

Director of Health  
Assistant Director of Health  
Health Authority  
City Council Liaison  
County Judge  
County Commissioner

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## I. CALL TO ORDER

Keith Williamson, MD, Vice-Chair called the meeting to order at 12:10 pm after a quorum of members was attained.

## II. APPROVAL OF MINUTES AND ABSENCES

Dr. Williamson Vice-Chair asked for an amendment to the January 10, 2020 minutes in his statement "they stood up and lied one by one to Congress in 1996 and said it is not additive" to read not additive. Dr. Williamson called for the approval of minutes as amended. Melissa Plowman introduced a motion to approve the minutes as amended Paris Ward seconded the motion. The motion passed unanimously.

At this time, it was noted the excused absence of Lauren Jansen, Ph.D., R.N. and the unexcused absence of David Carlston, Ph.D., Chair.

## III. MEMBER RE-APPOINTMENT

Re-appointment of Julie Gibson, D.V.M. to the City appointed Veterinarian position was commenced by Woodrow W. Gossom, Jr., County Judge.

## IV. RABIES TESTING

A letter from Dr. Clark a local Veterinarian was addressed and presented to each Board Member. Lou Kreidler spoke with Dr. Clark on the issue of an individual in his clinic that was bitten, had the Rabies test and in his perception was a delay in getting the results. Through the process to address a response was the discovery of many issues. DSHS send the positive notifications timely as required within the 48 hours of being positive. The negatives are not reported over the phone, with the DSHS system down negative results are faxed but sometimes a month after the bite occurred. Lou's concern is staff assumes the results are negative when not received in 72 hours a bad assumption, results need to be back within the 10-day quarantine period. If someone in the community has been bitten the head is sent off for testing and the result is needed for the individual within that 10-day period.

A process has been put into place to ensure when the head is sent off results are received in a timely matter. Dr. Clark's concern is understandable a response letter was sent to convey that the issue was addressed and the implementation of a new process in place.

Councilor Smith asked if it would be good to send a copy of the letter along with the concerns to the State Representative or Committee associated with the issue.

Lou Kreidler replied that it actually is the rabies testing laboratory division and Amy can speak on the issues found in her 2-year period spent with them to straighten out.

Amy Fagan said about 2-years ago DSHS transitioned over to an electronic process that had substantial issues. The Health District Lab uses the DSHS Lab for HIV and clinical specimens, rabies testing and COVID-19. Part of the issue was the DSHS Lab entry of results into the system took months, now the electronic system is not used. DSHS works a 1996 process to only fax results and the Health District Lab manually enters the results into the Lab system. It is very antiquated and the answer from the State is probably about a year duration before resolved.

Lou Kreidler sits on the DSHS Policy and Funding Committee the data issues have been addressed and followed. DSHS realizes the critical issues and the Laboratory system is being converted to resolve the issues.

Dr. Gibson said her clinic never receive the results always has to call to find out, her thoughts are within 2 days should have the results. Another problem is when the bite happens on a Friday afternoon after the Health District closes it is not picked up until Monday. Two days are already gone in finding out the results would it be 10 days after the 2 days.

Lou Kreidler replied the positives are received, the goal is to receive the negative results by the end of the 10 days same as the 10-day dog quarantine period. Now with the DSHS processes in place not sure if able to get results within 2 days. Lou personally does not want a 2-day notification after the sendoff knowing of the State issues would put pressure on staff. The 10 days start from time of bite, if it happens on a Friday it is picked up on Monday, DSHS receives on Tuesday, a call would be made before the end of the 10-day period if no results are received. The 10-day period is the window that occurs from the time of the bite not when the head is picked up. Bites that occur late afternoon or after hours have missed the shipping window, also specifications are in place to be able to ship. Amy Fagan said it is the same shipping window with other samples that are submitted to the State Lab.

Dr. Gibson asked if another shipping company could be used and Lou stated no other shipping company would accept because of the content.

Judge Gossom asked how fast, when do the shots start.

Lou Kreidler said when that 10-day window 10-day quarantine period ends the shots start. It is the process being worked on to ensure results are received prior to the end of the 10-day period. The goal is to get the process in order to include veterinarians.

## **V. COVID 19**

Yesterday Lou Kreidler with the Mayor, County Judge, Emergency Management and Legal Department Manager listened to the Governor call, followed with a discussion of concern on the actions taken. The City Manager, Mayor and Council are to send out a memo today on updates of the Health District actions. Met early on with community partners, over 6-weeks had 3 meetings with Hospitals, Emergency Management Coordinators and Dr. Williamson to discuss supplies, PPE issues that turned severe with the pandemic announcement. Closely working with other City departments on events as whether to cancel such as the weekend downtown St. Patrick's Day event. Early on the MPEC was proactive to ask about what to do from a cleaning prospective to put out hand sanitizer and banners. Appreciative of the advertising company generosity to run free the 2017 Germs Are Nasty campaign commercials, also on billboards. When an individual is asymptomatic it is not criteria for testing. Travel locations are given a risk level (level of monitoring) based on DSHS guidelines. Individuals that return from travel are assigned a risk level to undergo that level of monitoring. All individuals monitored are to take their temperature twice a day then it depends on the monitor level whether to contact us daily or end of the week, contact is made if a call is not received. A process is in place whereby information on individuals monitored that only the address is put into the CAD (computer aided dispatch) system with a medical alert and 24/7 phone number. A call from the address sets off a medical alert, only at that time can information be shared, it is not searchable in the CAD system it is confidentiality protected. Direction and guidelines are provided so first responders are notified to take

appropriate precautions.

Amy Fagan said the Judge and Commissioner are to work with the 9 Volunteer Fire Departments that act as First Responders in the Burkburnett, Electra, and Iowa Park communities, as well as work with Wichita County Emergency Management. As part of the planning responders are to use an advanced screening criteria of 5 questions derived from the AMR's 21 questionnaire. A Continuity of Operations Plan developed during the H1N1 is out on the website [HEALTH.WICHITAFALLSTX.GOV](http://HEALTH.WICHITAFALLSTX.GOV) for businesses. All traffic is being directed to the revamped website that contains specific information for a business to continue to function, cleaning and list of materials that work on coronavirus. Biggest issue is rumor control a lot of quality time has been spent on rumor control to assure people have the right information. As the Health Board knows the truth can help with rumor control to convey the truth.

Councilor Smith asked whether the St. Patrick's activity is going to take place.

Lou Kreidler replied she had been working with the coordinators, believes an announcement would be made later today. The Health District and Dr. Szczerba the Health Authority recommendation was to cancel the event.

Melissa Plowman asked what kind of test is it, PCR?

Lou Kreidler said a viral swab the PCR ran in the lab. In the State of Texas DSHS asymptomatic individuals cannot be tested. The DSHS criteria is to have fever, traveled and symptoms, there is symptomology that must be met. It has been phone call after phone call with area Clinicians running through scenarios for patients in their office to determine whether or not that patient meets the criteria for testing. In the last couple of days Clinicians are able if felt necessary for the patient that does not meet DSHS criteria to go through LabCorp for testing.

Dr. Gibson questioned what about carriers.

Lou Kreidler answered there is still so much unknown that is something talked about a lot. DSHS are strict and will not test individuals in contact that are asymptomatic.

Melissa Plowman asked what is the difference in this virus situation it is a SARS virus, why is this happening now when it did not happen before, do we know.

Dr. Szczerba said there is not a 100% explanation, any virus introduced during the life of every human is building immunity or creating memory in the immune system, this is globally a new virus. From previous epidemics including Hong Kong flu immunity memory was built. The inflammatory response of some people will be severe respiratory distress syndrome and death. Someone exposed maybe a carrier but not have symptoms, it is not known exactly when contact was made, but does attribute to the spread in the community. People infected that avoid contact, in isolation can break and flatten the curve. It is good that probably close to 90% or maybe higher people have mild to moderate symptoms or even asymptomatic. The mortality rate is much lower than actually projected.

Lou Kreidler stated being a new virus with no vaccine, people do not have immunity.

Mark Beauchamp noted far more deaths from the flu and the world does not shut down. What separates COVID-19 from H1N1 or others experienced that had a very high mortality rate in supposed to COVID-19.

Dr. Williamson conveyed Dr. Fauci said it is an order of magnitude higher case fatality ratio compared to flu, we just have not caught up with the overall case load that the flu has manifested so far this year. This could be a very serious thing, to speak on Dr. Szczerba point, our ability to accommodate has to do with flattening out the curve, so the hospital does not have to deal with 50 people who need a ventilator all at the same time.

Dr. Szczerba said all would be amazed of how many sick patients during the regular mild or moderate flu. Elderly end up in the hospital on a ventilator or with pneumonia not related to the flu, may die no matter what done because approaching end of life that cannot be reversed. Always as expected the most vulnerable of the population will be dying.

Mark Beauchamp said the COVID-19 seems to be more dangerous for the elderly and susceptible population.

Dr. Szczerba said with exposure over time the population will have the disease but probably not that severe because of immunity, with any flu are severe cases. Scariest is how fast coronavirus has spread through the

world from Country to Country. The same happened with the Hong Kong flu pandemic in 1957 and 1968 it was new not familiar, not sure at that time whether had PCR or other testing. Coronavirus came from bats it is now known the bats tested carry 400 different strains of coronavirus. This is so called intergenic spill over in which viruses are living in an animal that gets to one person and gradually spreads that is what is happening, completely new in human population. Everyone needs to keep good hygiene that is main thing to avoid the spread such as sneezing, kissing, touching surfaces, using disinfectants. Breaking the cycle will allow the population to adjust to the situation and process data because later may have another virus worse, this one is not pretty is new with a lot of similarities to other viruses. The severity of disease is seen in patients on ventilators with flu A or B those to the point that develop other respiratory distress syndromes. A chest x-ray with hazy infiltrates traits a ground glass appearance, the patients start to saturate to the point unable to think, breathe and lungs fill up with fluid, respiratory distress related to inflammatory response not infection.

Lou Kreidler wants those present to please know the District is working very diligently.

Judge Gossom asked whether the County or City can cancel any public gathering events.

Lou Kreidler replied it depends if it is a City sponsored event the City has that ability, with other cities the Mayor set a limit of individuals that can gather in a community and that can be done in the County.

Judge Gossom was unsure if not declared a disaster then Melissa Plowman said Governor Abbott just declared the State a disaster.

Lou Kreidler stated probably the Governor reason was to free up funding for response which is the primary reason other places have done it because that is the trigger to free up money and resources for response.

Dr. Gibson said being cold and flu season what is the recommendation if multiple employees get sick and what about getting tested.

Lou Kreidler said when sick stay home and see your primary care physician to make the determination on whether or not eligible for testing. Then Dr. Williamson said to call the physician first so they know you are coming in.

Melissa Plowman asked if there is a place to go where individuals may meet the criteria to be tested versus the crowded walk in clinic.

Lou Kreidler replied there is not, your primary care physician should be able to test and treat for the disease. One the individual needs to call ahead, two put on a facemask upon arrival at that point, do their individual process.

Dr. Szczerba said from the Epidemiologist standpoint a test confirmed symptomatic patient if stays home not spreading maybe to family, would like to know forsake of family members can be tested. Do not encourage patient go to the hospital probably at home will do way better, more rest, good hydration, buying time, just make sure other family members do not spread to the community. The idea is to break the cycle of spreading to the community to flatten the curve. All practices the repetition of washing hands, covering cough, disinfect surfaces have been known to be used for years. It is unfortunate not a lot is known about coronavirus.

Amy Fagan said the numbers are important, seen 1,000 in Wichita County but a more important piece is the education. The message the whole time is do not go out if sick, do not go to crowds or gatherings if sick or children sick and practice social distance about 6 feet from others. Specifically working with the larger events since it makes a difference if outside, inside, location, all those it has not been said very specifically at this point.

Lou Kreidler said with the pandemic announcement and now the Governor's Disaster declaration, it certainly will be a conversation with the Judge, Mayor and Health Authority.

Dr. Williamson's favorite quote he heard so far about COVID-19 was from Dr. Fauci that understanding is incomplete. He thinks we will learn more with that.

Councilor Smith stated in the middle of all this, the Census is underway. The Census is safe, easy and most important is the funding, everybody needs to be counted, it is the law only happens every 10 years. It provides Wichita Falls with community programs, transportation, schools and federal funding for housing.

In the Fall of 2018 speaker Laura Porter a facilitator from Washington State introduced Early Childhood Coalition resilience materials, research, first childhood experiences, the film "Resilience" with over 1,000 local people in attendance. She is to return Thursday April 2 on how to implement the research that other places already

implemented. About 100 people have signed up, but the date is in discussion.

Mark Beauchamp encouraged everybody to spend just under an hour to watch it, Judge Gossom and Lou Kreidler agreed.

#### **VI. DISABILITIES INCLUSION**

At the last Board meeting Amy Fagan discussed NACCHO (National Association of County and City Health Officials) the big partner agency at the National level awarding the Health District 1 out of 2 in the Nation a grant. NACCHO was amazed at the progress made before the onset of COVID-19. The ARC as a partner formed a Disability Inclusion Coalition for disability services, mental and physical disabilities. A Disability Inclusion category was added to LIVEWELLWICHITACOUNTY.COM and a Disability component to the community surveys. Surveys started 2 weeks ago, the 200 done reveals 1 in 4 have a disability and 1 in 3 have someone in the household with a disability contrary to the estimate of 1 in 5 people in any given community have a disability. Hopefully at the next meeting the data can be reviewed.

#### **VII. MEETING DATE**

Friday May 8, 2020 was noted as the next meeting date.

#### **VIII. ADJOURN**

Dr. Keith Williamson adjourned the meeting at 1:10 pm.

*David Carlston*

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*Signature*

David Carlston

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*Print Name*

*David Carlson, PhD, Chair, Keith Williamson, MD, Vice-Chair, Julie Gibson, DVM, Secretary*

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Wichita Falls-Wichita County Public Health Board  
City-County Board

# WICHITA FALLS-WICHITA COUNTY PUBLIC HEALTH BOARD MINUTES

May 8, 2020

Wichita Falls-Wichita County Public Health District  
1700 Third Street – Zoom Video Conference  
Wichita Falls, Texas

## BOARD MEMBERS PRESENT:

David Carlston, Ph.D., Chair  
Keith Williamson, M.D., Vice-Chair  
Julie Gibson, D.V.M., Secretary  
Tonya Egloff, D.D.S.  
Lauren Jansen, Ph.D., R.N.  
Melissa Plowman  
Paris Ward

Citizen At-Large - County Appointment  
Physician - City Appointment  
Veterinarian - City Appointment  
Dentist - County Appointment  
Registered Nurse - City Appointment  
Restaurant Association - City Appointment  
Citizen At-Large - City Appointment

## NO BOARD MEMBERS ABSENCE

## OTHERS PRESENT:

Lou Kreidler, R.N., B.S.N.  
Amy K. Fagan, M.P.A.  
Arthur J. Szczerba, M.D.  
Michael Smith  
Mark Beauchamp

Director of Health  
Assistant Director of Health  
Health Authority  
City Council Liaison  
County Commissioner

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## I. CALL TO ORDER

David Carlston, Ph.D., Chair called the meeting to order at 12:00 pm after a quorum of members was attained.

## II. APPROVAL OF MINUTES AND ABSENCES

Dr. Carlston called for the approval of minutes as amended. Keith Williamson introduced a motion to edit the minutes to more accurately reflect his intentions, Lauren Jansen seconded the motion. The motion passed unanimously.

Julie Gibson, D.V.M., Secretary joined the meeting late.

## III. COVID-19

Lou Kreidler stated from the last meeting had 1 person monitored that had been exposed to an active case that had been on a trip to Italy, today have 71 cases and another new case. It has been an interesting journey the last couple of months from 1 individual monitored to shelter in place orders by the State to the Governor orders to precede all local orders then locally coordination between our local cities and the county judge for his orders. It has made it difficult from an enforcement standpoint. A lot of time was spent early on, conversations with Wal Mart, Home Depot and Sam's not following guidance, United and all restaurants that continues, information sheets are available on what can and cannot be done. One grant at \$300,000 in two separate parts was received from the Department of State Health Services. Signage will be available free for business doors, the public and City. The grant funding made it possible to reimburse the City for a \$7,000 freezer purchased for the lab to maintain assessments. Other considerations for grant funding is possibly testing for those that cannot afford the test. Thankful not had a positive in the homeless population or someone that does not have a place adequately to quarantine also the cost can be done with the funding. All available Nursing staff was pulled into response, the hot line is open Monday to Friday, initially was 7 days a week but the weekend calls was not sufficient to sustain or justify staff cost. Donations of masks are taken, the United Way agreed to help with distribution and drop off sites are at the fire houses. It has been an interesting process from the time we started to the night at 5:00 pm got in 10 positives, staff was called told not going home will order dinner but we got to do contact tracing. Really proud of the team we have now everyone pulled together no matter what division, it has been an exhausting process, the staff has been amazing, no matter what Amy and I have asked it has been done. Every case has been case managed, the nurses build a relationship some take a long time to get 2 negatives to be cleared.

Lauren Jansen asked if dogs are being tested. Lou Kreidler responded animals are not being tested that she was aware, that would have to be done through a veterinarian office. Dr. Gibson arrived late and Lauren asked had she had any animals test positive for COVID. Would there be any treatment or treat the animal like a human. Dr. Gibson replied so far not testing animals, tests are available but do not see any reason to test animals at this time. Only if there is a positive in a family that wants to know if their animal has exposure, they are not showing that animals are transferring it to humans. The animal would be treated as for any viral respiratory infection, already seen corona in animals. Lou Kreidler

stated on the last respiratory outbreak at the shelter several came back positive for coronavirus, so like in humans different strains of coronavirus have been around for quite some time it is the same thing in animals.

Amy Fagan said had a couple of issues but been able to work those out. To her knowledge all are doing testing at this time, still have the ones that have not reported to us but feel confident that the numbers are reflected of those tested within our jurisdiction. Also support those outside the jurisdiction because lots of people come to Wichita county for their medical problems, many people test outside the jurisdiction. Only positives are reported to the regional office. Those areas that do not have a local Health Department like Archer, Cook and Montague county do have a local Health Authority, much like our local Health Authority Dr. Szczerba, those jurisdictions healthcare functions are provided by the region office. There was a case shared with Sheppard that was reported in our numbers, but no longer report because of the Public Defense Standards that came out a month ago. Sheppard did announce an incident at the mini mall by which one of the workers tested positive it was closed for a period of time, the worker lives in the jurisdiction so was able to open a case it was one of the clusters. The other cluster was at a medical facility a healthcare worker, within the medical group there are negative/positive cases that would account a third of the cases at this point. Prior to this week people that asked about testing it was yes if symptomatic and no if asymptomatic do not see any reason that to change. The Governor amended anytime a long term Senior Care facility, Rehab facility, those type of facilities that have the most vulnerable population, anytime there is a positive patient or employee the entire facility has to be tested whether their systematic or not. In the last cluster Sheridan Medical Lodge in Wichita Falls a Senior Health and Rehab with 2 facilities had an outbreak in the sister facility in Midland. Wichita Falls staff was asked to volunteer to go help at the Midland facility the 2 cases here were the 2 that went to help. The newest case #73 worked at Sheridan Medical there was mandatory testing due to an outbreak. All those caveats today show what is going on in the community. One of the things stressed from the beginning is testing by type. In the last 2 weeks, discussions with local medical partners at the 3 hospitals decided to start elective surgeries again, so certain standards had to be met that included the ability to obtain an adequate supply of PPE for staff and others for 30 days without requiring or requesting State resources, report positive COVID tests and decline in cases for a period of 14 days. Last week saw testing numbers up, as of today no pre-op testing has come back positive. For the questions about what the difference is with total case count vs recovered. Once a case is received a case manager is assigned to do a preliminary; when was the person tested, were they hospitalized, any contact with a previous case, prior patient of monitoring. The case manager has 14 days to figure out what type of exposure the person had to indicate what type of spread, to check in with the case every day, any needs, told to go home and stay home pending test results, to take all pre-cautions, it is a very detailed list of what to do. The Food Bank has been generous to provide food boxes for us to distribute. The recovery piece is they have to meet a certain set of strict standards it is allowable to be stricter than the CDC recommendation which possibly has kept the case count relatively low. Once that set of requirements are met it is very specific to have 2 negative tests, a letter is sent signed by Dr. Szczerba that states considered recovered and can return to work. Contact is made with all different work environments to ensure their standards and Health department standards align.

Follows are the studied demographics of community cases as of 5/8/20:

Race: White 71% \* Black 13% \* Hispanic 11% \* Asian 4% \* Other 1%

Status: Recovered 70% \* Recovering at home 26% \* Death 3% \* Hospitalized 1%

Type (Contracted Virus): Close Contact 32% \* Travel 28% \* Close Contact 22% \* Community Spread 18%

Age: (40-49)18% \* (50-59)17% \* (30-39)15% \* (60-69) & (20-29)14% ea \* (70-79)11% \* (under 20)8% \* (80+)3%

Testing by Type: Conventional 91% \* Pre-Operative 9%

The Public Information piece as shared with staff is to be firm, right and transparent that was committed to early on. New things are learned every day about the virus, how it spreads and adapt with the changes. As things open there are Phase 1 and 2 of the Governor's orders. People tend to think that once it opens back up every one is going to get sick that is not how it works, once everything opens between 7 to 14 days a good number of people will get sick. It was clearly seen when the orders went into place the case load was not as high as before and the opposite will be seen over time as it opens back up and people with the active virus are out spreading, it will be serious it is going to ramp back up.

Lauren Jansen asked if COVID morbidity of people with the virus tracked and was it found that most have a COVID morbidity. Would underlying conditions make it more severe.

Amy Fagan replied it is tracked also blood type from early on, information came out that Positive blood types are more likely to be sicker. An interesting dynamic where Family A and Family B with incomparable situations, each had one person bring COVID into the home. Family A had no one to get sick and Family B had everyone get sick. A thought was the blood type it was not but underlying health conditions. Several have had hypertension, heart disease, asthma and diabetes. It has not been seen that underlying conditions make it more severe. Hospitalizations are not only looked at but duration of illness, no ranking is assigned only watched subjectively. Some people have symptoms for more than 14 days and some no symptoms. Literally some as example on Saturday night come down with symptoms recover fine with no other symptoms for a week or two and now cannot get a negative for 2 weeks, it does not make sense it is not like any virus ever seen.

Lauren Jansen questioned if it was possible to have the test and it be false negative.

Amy Fagan responded there has been some concern about that. A hospitalized patient 18 years of age it appeared everything met up with all the different symptoms, the physician called he had 2 negative test. An issues folder is kept to follow up, so Brandi Smith called the District talked with the Infectious Control person to find out what was going on with the person was it 2 negatives that were wrong, there was 3 other things found that was going on.

Melissa Plowman wondered about the antibody tests, are there tests more accurate, a positive with an antibody test where does that information go.

Amy Fagan said several jurisdictions have used the rapid testing it is not reliable; the Health District has not recommended it from the beginning, the antibody testing is one that has been great. About 2 weeks ago the Community Med chain as a lot of the medical facilities would only do the swab test if you were symptomatic that changed over time. Community Med is one that will do what test is requested, if a swab a swab, if an antibody an antibody that is a send-off, now about 4 locations will do send-offs. The City early on came up on how to handle antibody it has changed over time the same reporting is required for antibody testing as done for swab testing, but we do not report out on it but do study it. Right now we have had no positive ITMs reported that were not already associated with a positive PPR so that is good news.

Lauren Jansen is the antibody specific for COVID-19, since obviously there are 18 others, if someone had one of the others would it show a positive anti-body or specifically 19.

Amy Fagan there is still a debate about that, now is not enough consensus to agree if you have a positive for COVID-19 that it is not cross objective with other things. If your ITM positive in order for you to be counted as a case you will have to have the PPR which is done via swab, that is the only way to really be sure it is true COVID-19.

Dr. Williamson said part of the problem with antibody testing is the prevalence in society is so low that the pretest likelihood that it is a true positive is extraordinarily low; it is the Bayesian theory as applied to this testing. What that means is if we tested large swatches of the population, if the specificity is not very high then we will get several false positives. It's very difficult to interpret right now. I think it only belongs in carefully controlled studies of population in clinical circumstances that physicians specifically need that information for some reason.

Lauren Jansen asked for recovery in order to go back to work it is all is handled through the Public Health District.

Lou Kreidler that is correct.

Dr. Williamson asked had there been any discussions about the threshold triggers that would cause us to return to greater social distancing. A study done at Columbia University the Mailman School of Public Health puts Texas at the bottom that predicts because of opening up Texas is about to have a big increase in activity.

Lou Kreidler said that has been discussed at the beginning of the Governor orders prior to the last order that he clearly stated his orders are to precede any local orders so it really ties hands locally. It is hard to say whether the Governor would put another shelter in place order or what Amy and I call pull the band-aid off and see how bad it gets. It is the balance of what is good for public health and economic devastation. She does not know if there is a way to predict what is to come, whether at some point have a greater disease burden in the community, whether the Mayor and Judge would do something at that point or not. Councilor Smith was asked if he had any feelings.

Councilor Smith said data from Public Health, State, Federal and CDC would continue to be looked at. What he is concerned about is all the statements about the need to have a plan for testing it is being said but nothing done to implement it already been almost 2 months. He is afraid there will be a rebound, a second wave that is going to be a large vast number because the correct testing is not being done. Not until the money is put on the table, some organization, it is not going to happen. That feeling he thinks is wide spread, not getting the leadership needed.

Lou Kreidler said locally she had not heard anyone say that if they wanted to get the test they could not get tested. The community, medical providers have done a great job of having testing sites available with drive up testing at several locations in the community. A reporter in Houston emailed and called wanting to know what was so special about Wichita Falls, why we were able to do many more tests per capita than what they were seeing in the Houston area, and insinuated we had connections to someone that was allowing our providers to be able to get medical testing here that they were not able to get in other areas. She has sit in on calls and test groups with other Health Directors around the State and even today some locations are having difficulty getting providers to do the 2 negatives for a return to work, those are just not issues in our community that is being seen in other areas around the State. The data and charts done by the State

are looked at and per capita locally are doing much better than some of the other areas, we will see what the opening up has to do with that. Amy and I and staff are holding our breath to see what comes out of the Governor beginning to open the economy up but we will have to wait and see.

Councilor Smith is proud of what has been done locally but then to get the leadership of Austin say to do what I say, he does not see that the leadership has taken the experience into an area like Wichita County and put the money on the table given statewide and nationwide, it is going to be regretted.

Dr. Williamson said he thought Councilor Smith was right. He stated Wichita Falls has done well and it is thanks in large part to a smart and diligent approach by the Health department, Amy and Lou and everybody they work with have done a fantastic job. He went looking for a metric on how much is enough testing and the best metric he found was at least 10% or fewer of your tests should be returning positive if you are doing enough testing. Wichita Falls has been around 7-8% returning positive so it is being done well here. The average in Texas is greater than 11% returning positive so the State as a whole is not doing well. He thinks unfortunately our leaders at higher levels are using a blunt instrument to manage what is going to require a scalpel because even as Texas is opening up, seeing a blossom. Right now the Panhandle is experiencing its own mini epidemic and Dallas is surging again there are several areas around Texas that are individually having problems. He thinks that is what is going to be seen for the next 3 or 4 months until the real second wave which is going to hit in November.

Dr. Gibson asked if you are suggesting that everyone be tested even if they are asymptomatic.

Dr. Williamson replied no, he thought enough testing was being done as long as 10% or fewer return positive, it is at that stage when it starts to get an increased number there would be the need to test everyone that gets a sniffle or any symptom that might be remotely COVID.

Lou Kriedler can say at the Health department any time anyone is out with a respiratory illness that it is required that they be tested. The City has COVID leave the employee can access to be able to stay off and get paid until their test results come back. Thankfully no positives have come back all have been negative but have been cautious with some things in place, if sick you are not wanted in the building, it had to be done to protect the workforce. Dr. Szczerba has been great about when orders are needed that is appreciated, all the control orders are sent over to him, the release letters, anything of need Dr. Szczerba has been there to help, I do not want that to go unnoticed or unrecognized he has been a valuable asset for Health department throughout this. Lou gave her appreciation to the Board for doing the Zoom today, felt it was the safest option at this point, for the Board being flexible and attending the meeting.

Dr. Carlston echoed what Dr. Williamson said that the Health District have certainly done an incredible job in terms of the type and frequency of information that has been shared out and certainly have been shaping the measure of response we have had here in Wichita Falls, unfortunately I think things are going to ramp up, anyway we can be helpful as a Board to please let them know. Otherwise we will go ahead and adjourn and see what format the next meeting is, certainly hope everybody can stay safe between now and then.

#### **IV. MEETING DATE**

Friday July 10, 2020 was noted as the next meeting date.

#### **V. ADJOURN**

Dr. David Carlston adjourned the meeting at 1:00 pm.

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*Signature*

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*Print Name*

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*David Carlson, PhD, Chair, Keith Williamson, MD, Vice-Chair, Julie Gibson, DVM, Secretary*

Wichita Falls-Wichita County Public Health Board  
City-County Board

**MINUTES OF THE  
WICHITA FALLS ECONOMIC DEVELOPMENT CORPORATION**

**June 30, 2020**

**PRESENT:**

Leo Lane, President	§	WFEDC Members
David Toogood, Vice-President	§	
Reno Gustafson, Secretary-Treasurer	§	
Phyllis Cowling	§	
Darron Leiker	§	
Stephen Santellana, Mayor	§	Mayor and Council
Bobby Whiteley, Councilor at Large	§	
Paul Menzies, Assistant City Manager	§	City Administration
R. Kinley Heggland, City Attorney	§	
Marie Balthrop, Recording Secretary	§	
Henry Florsheim, CEO	§	CCI
David Leezer, V.P, Business Attraction	§	
Travis Haggard, V.P., BR&E	§	
Karen Bivona, Office Manager	§	

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**1. Call to Order**

Leo Lane called the meeting to order at 3:00 p.m.

**2. Discussion and possible action related to Clayton Homes recruitment project.**

Ms. Cowling moved to lower the building's purchase price by \$100,000 to an even \$1 million to offset costs incurred by Clayton Homes to secure insurance regarding environmental questions on the adjoining property. Motion seconded by Mr. Toogood.

Clayton Homes was spending \$100,000 on environmental insurance and asked for the corresponding price reduction due to this unexpected expenditure. Mr. Lane was told by representatives of Clayton Homes that this policy would not have been needed but for the fact that Braun Intertec had mistakenly drilled wells on an adjoining parcel of land which resulted in additional environmental uncertainty.

Motion carried unanimously.

**3. Executive Sessions:**

Mr. Lane adjourned the meeting into executive session at 3:30 p.m. pursuant to Texas Government Code §§551.072 and 551.087. He announced the meeting back into regular session at 3:47 p.m. The subjects posted in the Notice of Meeting were deliberated, and no votes or further action was taken on the items in executive session.

**4. Adjourn:**

The meeting adjourned at 3:51 p.m.



Leo Lane, President

# WICHITA FALLS-WICHITA COUNTY PUBLIC HEALTH BOARD MINUTES

July 10, 2020

Wichita Falls-Wichita County Public Health District  
1700 Third Street – Zoom Video Conference  
Wichita Falls, Texas

## BOARD MEMBERS PRESENT:

David Carlston, Ph.D., Chair  
Keith Williamson, M.D., Vice-Chair  
Julie Gibson, D.V.M., Secretary  
Melissa Plowman  
Paris Ward, MA, BS

Citizen At-Large - County Appointment  
Physician - City Appointment  
Veterinarian - City Appointment  
Restaurant Association - City Appointment  
Citizen At-Large - City Appointment

## BOARD MEMBERS ABSENCE EXCUSED:

Tonya Egloff, D.D.S.  
Lauren Jansen, Ph.D., R.N.

Dentist - County Appointment  
Registered Nurse - City Appointment

## OTHERS PRESENT:

Lou Kreidler, R.N., B.S.N.  
Amy K. Fagan, M.P.A.  
Arthur J. Szczerba, M.D.

Director of Health  
Assistant Director of Health  
Health Authority

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## I. CALL TO ORDER

David Carlston, Chair called the meeting to order at 12:26 pm after a quorum of members was attained.

## II. APPROVAL OF MINUTES AND ABSENCES

David Carlston called for the approval of minutes. Julie Gibson introduced a motion to approve the minutes, Lauren Jansen seconded the motion. The motion passed unanimously.

## III. COVID-19 UPDATE

Amy Fagan, Assistant Director of Health stated that a month ago today on a Friday a substantial number of cases dropped that has not let up since, substantial developments have been in the last month. The promise and commitment to Be First, Be Right and Be Transparent has been true throughout. Lindsay Barker, Director of Communication and Marketing provides daily updates to the citizens to include all case numbers, ages, type of spread and hospitalization list. Every Friday updates are posted on the website with the addition of active cases in each city all though at the last meeting it was said that would not be done. At the time it was uncomfortable to release in order to protect the privacy of those individuals in the smaller communities, when the 300 mark hit over the 4<sup>th</sup> of July holiday active cases by City were posted. Those active cases are currently managed by Case Managers to include those recovering at home and hospitalized. Individuals marked as recovered are not included in the case count, so it is not indicative of the total cases but active cases. New cases per day this week saw the highest number per day at 47 total, again active cases are total cases minus those marked as recovered a substantial increase in both total and active cases. As close of business yesterday had 567 positive individuals total of those 24 in the hospital, 429 recovering at home, 111 recovered or cleared and 3 COVID related deaths. People ask about underlining health conditions that is not addressed for those individuals and their families it is not found reverent to speak of the underlying conditions. People start to have dialogue about those conditions instead of how to protect themselves and their family from COVID. All the press releases indicated as COVID-19 related death just indicates the person previously tested positive. Last weekend was the third death the individual was in their 40's and quite a bit of social media has been around about that. For an age breakdown have seen an increase in the age of individuals 20-29 and 30-29, also an increase in the age of 0-5, the youngest now is 6 months old whom was at a day care and the day care room was closed as a result. Also seen a slight increase in the 6-10 category as more cases split out to 6-10 and 11-19. Based on that it is 2% for the 0-5 and 6-10 age group, 7% for 11-19, 25% of individuals now are 20-29 a significant increase in that age group, 18% for 30's, 15% for 40's, 14% for 50's, 10% for 60's, 5% for 70's, 2% for 80+, oldest is 92. The challenge with this virus is typically to be most concerned about the most vulnerable those with underlying health conditions, those over 70 and youth but subjectively find those hospitalized are of all age ranges. This week are 2 in the 20's, several in the 30's, many in the 40's, about 25% over the age of 60, however the oldest are in stable condition and those between the 30 and 40's tend to be in critical condition very different in how anticipated. Do have 1 in the 6-10 category at Cooks in critical condition.

For the virus spread 4 categories are used to go through and determine how the virus is spreading in the community. The Health District is in the minority of Health Departments throughout Texas and the Nation still doing full contact tracing and surveillance to include control orders on cases, household contacts and those that had contact with individuals. The thought is that it still helps keep the case count rather low, hopefully it will control the spread to keep from exponential growth given Labor Day, Mother's Day, Father's Day and July 4<sup>th</sup>. All those holidays have continued to be a set back with the 4<sup>th</sup> of July already have seen ramifications of the gatherings and getting influxes as a result of those typical enjoyable events.

Community spread is for those that a source cannot be identified it is not known where the individual contracted the virus. Case managers go back 10 days prior to symptom onset to figure out where the case had been to put together any commonalities, links or reason of suspicions, but with no common thread it truly is community spread.

Contact means typically a contact, as example at a barbeque someone later says they are COVID positive. Contact at church has been up on the list of contact cases, a lot of work contact and friends or non-household gatherings.

Close contact means a household contact lives in the same home regardless if married, sister, brother, etc.

Travel has decreased substantially since the last meeting now it is at 9%. Citizens have asked through social media where the travel happened, where in Texas, that will not be revealed that does not protect the individuals. About 3 weeks ago it was decided to change it has been beneficial just to list States, travel within Texas, several to Missouri, some to Colorado, if travel out of the Country will list the Country.

Case status currently as of yesterday; 76% are recovering at home, 4% hospitalized, 19% recovered, 1% Death. Ethnicity and Race in cases has been studied from the beginning. Early on there was some indication by CDC there may be different health outcomes based on ethnicity, so far have not seen the health outcome portion locally. Some differences have been seen in the race of the local population compared to the race of those that have been diagnosis as COVID positive, local cases; 56% White, 9% Black, 3% Hispanic, 1% Asian, 1% Other. That really is not reflective of the population served, especially with the Hispanic population have seen an increase that has primarily happened in the last 4 weeks.

Paris Ward asked when does somebody go to the hospital or how is that decision made.

Amy Fagan replied there are several different ways hospitalizations happen. An individual does not feel well goes to the Emergency Room, a COVID-19 screening is conducted that comes back positive while in the hospital then can be admitted. An admission depends on any other admission it does not matter that the individual is COVID-19 positive, it is their health status that matters for that admission, it just so happens their also COVID-19 positive. The information is forwarded to the Health District to handle as a case, several times had to actually call the hospital room to start contact tracing, surveillance and the case management. Some have remained in the hospital for their entire 14-day period to include getting their 2 negatives, so it just kind of depends on the outcomes. More typically what has been seen is the individual will go to a testing location, goes home and when it comes back positive a case manager makes contact checking in with them daily. Often times when the individual is called the case manager will say you do not sound like you feel well you cannot breathe, the individual will say it is fine but the case manager will tell them if they have difficulty breathing they need to go to the hospital. When that happens it is a little disconcerting the case managers are very in tune with these people because some could of had really negative health outcomes, some live home alone. The case managers help them several times had to call Police Dispatch to get a call in to get individuals to the hospital because they could not breathe or had substantial health concerns. There are more incidences where individuals have a hard time breathing, the primary complaint is shortness of breath and chest tightness that ends them in the ER then admitted. In one day went from no hospitalizations to 3 then to 9 then like in 2 days at 23, the highest day was 24 or 27 believe it was Wednesday May 9<sup>th</sup>, it has decreased since which is great. A daunting day was when it was lower at 12 or 15 hospitalizations but the majority was listed in critical condition, some of those have since improved and 1 passed away.

To speak more about the case management surveillance part Lindsay Barker is going to put together a video to explain how the surveillance part is attained. Fourteen contact tracing contractors have been hired, not to include the translators. Recruited staff nurses, health educators, laboratorians, preparedness coordinator to staff the coronavirus hot line and as case managers. That staff was expanded due to unable to keep up with the workload/volume so hired 14 contractors to do contact tracing and surveillance then 2 additional that can translate a big challenge. A significant number of people speak English as their primary language, 2 individuals live with a hearing impairment and 1 blind those have been some additional challenges. Once a case finds out they are positive a case manager makes contact to inform them they cannot go anywhere, household contacts cannot go anywhere, for at least 14 days so often times does not have groceries with no plan. On a Friday night one family had 10 people in the home 4 adults and 6 children with just enough food to last to 8 am the next morning, the Food Bank was called and took out enough food and things for the 14 days. Throughout it all the Food Bank has been amazing, if food is in need the case manager can pick up the food and the Food Bank has delivered in turn we have helped them with a variety of things. The case managers

also have been amazing in all this. People need their medicines things like that, the case managers make sure all those needs are taken care of during the quarantine period to improve their odds/outcome, also to make sure being compliant.

Keith Williams asked, are you intending to continue to increase the number of contract workers to keep up with the volume or will there be a point in which you cannot keep up with the individual contact tracing.

Amy Fagan responded as an old school laboratorian that is called our saturation point, she has been asked that many times and not sure she knows what the answer is. In talking with Lou Kreidler about it some not sure they have a collective answer, right now it is manageable. Part of the challenge with hiring contractors is the Health District's big standards, basic concern, compassion, non-judgmental, the job is hard it is hard finding the right people. Lou has been great in finding 14 people who can get the job done but to train, to make sure those same standards are used and implemented across the board has been a big challenge. She is not sure what that saturation point is, she thought when it reached 500 but that was passed Tuesday, it is still manageable.

One of the things that has not been addressed at all is the business component. Melissa Plowman has been through this piece it is a big part of the puzzle. The case management piece is always talked about and cases in the household contacts but there is a whole other side to this which is the control of that community spread. Also is the job in working with these businesses, this morning had a day care call where a person worked was symptomatic, the day care owner asked at what point are schools going to be back open. What has to be done is what is known today that is the best way to control the spread of disease. Engage in that old school public health, do the contact tracing figure out where that person works, where that person has been, isolate those people that have been around them directly and control the spread from there. Not sure what point community spread becomes so pervasive that it is not advantageous to do that anymore, right now have 189 businesses that are either linked to cases directly or indirectly. Spoken to about 75% of those businesses, a risk assessment is done and talk about how to either safely operate, isolate, reopen, clean or all those things. Part of that risk assessment piece done makes sure to control the spread of communicable disease that remains the goal. To your question not sure where that tipping point is but it will be known when seen then reevaluate like it is done every day.

David Carlston speaking for everybody said thank you for everything the department is doing, it has not been easy for anybody especially you all but the Board appreciates the expertise and work being done. The Board certainly wants to be helpful in any way they can.

Lou Kreidler thanked the Board and their support.

#### **IV. MEETING DATE**

Friday July 10, 2020 was noted as the next meeting date.

#### **V. ADJOURN**

Dr. David Carlston adjourned the meeting at 1:00 pm.

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*Signature*

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*Print Name*

David Carlson, PhD, Chair, Keith Williamson, MD, Vice-Chair, Julie Gibson, DVM, Secretary

Wichita Falls-Wichita County Public Health Board  
City-County Board

**MINUTES OF THE  
WICHITA FALLS ECONOMIC DEVELOPMENT CORPORATION  
August 14, 2020**

**PRESENT:**

Leo Lane, President	§	WFEDC Members
David Toogood, Vice-President	§	
Reno Gustafson, Secretary-Treasurer <sup>1</sup>	§	
Phyllis Cowling	§	
Darron Leiker	§	
Linda Merrill, Recording Secretary	§	City Administration
Henry Florsheim, CEO	§	CCI
David Leezer, V.P, Business Attraction	§	
Travis Haggard, V.P., BR&E	§	
Katie Britt, Director of Marketing	§	
Taylor Davis, Director, WF Talent Partnership	§	
Karen Bivona, Office Manager	§	
Alysia Cook	§	Opportunity Strategies

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**1. Call to Order**

Leo Lane called the meeting to order at 8:00 a.m.

**2. Strategy Session with Alysia Cook of Opportunity Strategies.**

Mr. Lane noted that today's meeting was time set aside to concentrate on working on the business of the WFEDC. After noting several accomplishments by the Board, he introduced Alysia Cook of Opportunity Strategies, who asked that the participants note their expectations for today's meeting:

**Expectations**

- Strategy
- Develop goals for the next 12 months
- Update bylaws
- Organizational Structure
- Implementation Process
- Added Clarity
- Benchmarking
- Expectations of the Staff
- Annual Tradition
- How to Marry Strategy/Structure

She then turned the floor over to the Chamber staff.

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<sup>1</sup> Mr. Gustafson attended the meeting via telephone conference.

***David Leezer, Vice President, Business Attraction***

He has attended 30 virtual meetings with site consultants. The virtual spec building allows for virtual 3D walkthroughs and measurements. The Chamber lists properties on LOIS, a commercial real estate website used around the world. Visitors to this site can 'fly' through the Wichita Falls Business Park and virtual tours are linked on the website.

Henry Florsheim noted there have been ongoing discussions about building inventory in the community. The reason Panda Biotech and Clayton Homes expressed interest in this area was due to the fact that Wichita Falls had existing buildings. With the potential of Panda Biotech and Clayton Homes, the city could lose all of its existing vacant properties.

Panda Biotech has signed the purchase agreement and is in the due diligence period. The performance agreement is nearly complete. Mr. Florsheim said it will be announced in trade publications and to various associations. Mr. Leezer added that the Texas Secretary of Agriculture would also attend the press conference.

***Travis Haggard, Vice President, Business Retention and Expansion***

They are close on the Clayton Homes project. His point-of-contact with Braun Intertec told him TCEQ has certified the MSD. However, Total's adjacent 9-acre tract needs to be included as an amendment. The application is in Total's hands to be signed.

A web series, "Made in the Falls," will begin in Quarter 4. It will highlight local manufacturers and products. The first show will feature Xylo Bats.

He was asked to be on Synchronist's (an economic development firm) national task force. They are working on a 'what-do-you-need' type of survey.

He has been providing local companies with information they need to help run their business, on such topics as cyber security, layoffs and employment.

***Taylor Davis, Director of Talent Partnership***

Various efforts are underway, including Military Matters, designed to connect the active duty, veteran, and military spouse to the Wichita Falls community, including through employment. The Chamber has helped restructure the Young Professionals of Wichita Falls into The Circuit, focusing on developing leaders through mentorship, community engagement and personal growth.

***Katie Britt, Director of Marketing***

They have established a monthly email campaign, and are working to build a database. There is a need to overhaul the Chamber of Commerce brand, and she is hyper-focused and actively working on that. Website updates are coming in Quarter 4 of 2020.

***Henry Florsheim, Chamber of Commerce CEO***

Mr. Florsheim said the Chamber works on project management for the WFEDC through reconciliation and contract review. The City is looking at a diverse economy, adding that the City's targeted industry, aerospace, has tanked during the COVID19 pandemic.

On the plus side, Wichita Falls has recently landed on three national rankings:

#1 - lowest cost of living

#12 - best place to live in the South after pandemic

#12 - frugal and friendly.

Mr. Florsheim provided the Board with his recommendations for the future:

1. Need to consider site and building inventory in future strategic decisions.
2. Place heavy emphasis on growing the talent pool.
3. Kickstarter makerspace initiative.
4. Support downtown revitalization through new economic development position.
5. Support refilling of business intelligence position.
6. Have Chamber staff manage board member binders and materials.

They have held off on filling the downtown economic development coordinator position, as well as a replacement for Adrene Wike, the Chamber's former Director of Research. He sought feedback from the Board as to whether to move forward with filling these positions.

Mr. Florsheim noted the Board is in need of someone to manage their paperwork, including getting required signatures. The Chamber could do this as part of the onboarding process.

At this point, the Chamber staff departed, leaving only the Board and Ms. Cook for the rest of the session.

Ms. Cook's Recommendations --

- Have an annual work session. Ms. Cook advised the Board have a planning session every year; she recommended 1 to 1½ days, with more time allotted to staff reports.
- Create an onboarding process. (Mr. Florsheim would explain the activities of the Board, with city staff providing information as appropriate)
- Ensure all involved entities understand how economic development works, and each entity's responsibility (including the WFEDC, City Council, school superintendent, MSU, Community Development employees).
- Commitment form (job description)

Mr. Leiker said he goes over economic development with the Council during orientation. Kinley Heggglund discusses the law and the role of the WFEDC. Mr. Florsheim briefs the Council at least once or twice a quarter. He suggested that Mr. Florsheim meet with the outside entities once a year or when they come on board.

Mr. Leiker asked if it is helpful for the Board to attend TEDC training on economic development. Mr. Lane attended the TEDC sales tax workshop, and felt it was geared toward administrators. He believes City Attorney Kinley Heggglund can supply the required information. Ms. Cook opined that the Southern Economic Development Council puts on the most informative training. The legislative session of the TEDC might be helpful to attend.

She distributed an index of the documents she recommends be included in the Board's notebook, if they intend to have the Chamber prepare this for them. She also passed along her recommended template for a commitment form. The Board agreed to provide to Mr. Lane any changes they desire before this is provided to Mr. Florsheim.

The Board discussed potential conflicts of interest on projects involving a business enterprise or a real estate property transaction. Mr. Leiker said that Mr. Heggglund will review the form before it becomes part of the board packet. Ms. Cook advised that he also review the Code of Conduct guidelines.

Ms. Cook brought up the draft bylaws, noting Mr. Leiker and Mr. Toogood had served on the committee. Mr. Leiker said there are a number of legal aspects that Mr. Heggglund needs to review, but they should have a good draft by year's end. Ms. Cowling suggested they be calendared for review on a regular basis thereafter.

The Board discussed aspects of the 12-month implementation plan, and the business of the WFEDC. Below is a summary of recommendations and decisions made during this strategic planning session.

***Meeting Procedures:***

1. The Board meetings will begin at 2:30 to allow time for strategic discussions
2. The financial report and approval of minutes will come at the end of the meeting.
3. Materials for the various projects will be received in advance. If there are any updates by the time of the meeting, only those updates will be verbally reported to the Board.
4. Clean up the executive session protocols
5. Calendar what needs to be done, and when, for the entire year (while staying flexible enough to react to current opportunities).

***Board Activities:***

1. Take a formal position in support of the school bond issue.
2. Support a potential legislative change in how Texas cities collect online sales tax.
3. Consider contracting with Impact Data Source, which provides economic impact analyses for prospects, expansions, and losses.

***Board/Chamber Activities:***

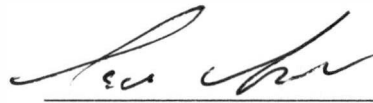
1. Initiation of a hemp education program
2. Preparation for future return of aerospace industry
3. Economic Development 101 training by the Chamber (and City staff, as appropriate)
4. Henry Florsheim and/or a member of the WFEDC will work with Taylor Davis to facilitate a supply-and-demand forum between manufacturers and the school system, and have subsequent discussions after the Panda Biotech project is completed.
5. Complete a Target Industry Analysis after the Panda Biotech deal is completed.
6. The Chamber should fill the vacant business intelligence and economic development positions.
7. Measure success using various metrics, including top line/bottom line; key performance indicators; sales tax receipts. Successes – and any failed projects – need to be tracked throughout the incentive period and beyond, so that the community can be advised of the dividends from these projects. Information would include the sales tax, jobs created, jobs retained. This information should be in a graph and dashboard format.
8. The Chamber shall provide the Board with more information on the Kickstarter makerspace proposal.

There was discussion of the Board having a say in the hiring, retention and evaluation of Chamber employees, whose salaries are in great part paid by the WFEDC. Ms. Cook said this could be included in next year's contract with the Chamber. She added that the Board has the right to contract with anyone for any type of service required.

She will prepare this implementation guide and submit it to the board for its modifications within the next few weeks.

**3. Adjourn:**

The meeting adjourned at 12:07 p.m.

  
\_\_\_\_\_  
Leo Lane, President

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**CITY COUNCIL AGENDA**  
**October 6, 2020**

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**ITEM/SUBJECT:** Ordinance accepting funds in the amount of \$33,582.67 received from the FY 2020 Emergency Management Performance Grant (EMPG) and authorizing the City Manager to execute contracts and other documents related thereto.

**INITIATING DEPT:** Fire

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**STRATEGIC GOAL:** Efficiently Deliver City Services

**STRATEGIC OBJECTIVE:** n/a

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**COMMENTARY:** These are funds received from the Department of Homeland Security and administered by the Texas Division of Emergency Management as part of the Federal Emergency Management Performance Grant program and must be used for emergency preparedness activities. The funds are used to offset a portion of the costs associated with the City's Emergency Preparedness Program that is administered through the Fire Department. The EMPG grant is appropriated during the normal budgeting process for the City.

Staff recommends approval of the ordinance.

☒ **Fire Chief**

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**ASSOCIATED INFORMATION: Ordinance**

☐ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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Ordinance No. \_\_\_\_\_

**Ordinance accepting funds in the amount of \$33,582.67 received from the FY 2020 Emergency Management Performance Grant (EMPG) and authorizing the City Manager to execute contracts and other documents related thereto**

WHEREAS, the Emergency Preparedness Program has received notice of the award of 2020 EMPG funding from the Texas Division of Emergency Management; and,

WHEREAS, the City's Emergency Preparedness Program desires to receive these funds to continue providing services to the city; and

WHEREAS, these funds were already appropriated through the adoption of the FY 2020 budget.

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

The 2020 Emergency Management Performance Grant in the amount of \$33,582.67 is hereby accepted and the City Manager is authorized to execute a contract with the Texas Division of Emergency Management accepting the grant and other documents related thereto.

PASSED AND APPROVED this the 6<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



**TDEM**  
THE TEXAS A&M UNIVERSITY SYSTEM

September 21, 2020

City of Wichita Falls  
P.O. Box 1431  
Wichita Falls, TX 76301-1431

Re: Grant No: EMT-2020-EP-00004

Dear City Manager Leiker:

Congratulations, on behalf of the Texas Division of Emergency Management (TDEM), your application for financial assistance submitted under the Federal Fiscal Year (FFY) 2020 Emergency Management Performance Grant (EMPG) has been approved in the amount of \$33,582.67. As a condition of this grant, you are required to contribute a cost match in the amount of \$33,582.67.

The period of performance for your FFY 2020 EMPG grant is October 1, 2019- March 31, 2021. This period of performance reflects a 6- month PROGRAMMATIC EXTENSION ONLY to complete and close out your FFY 2020 grant year task requirements.

Before you receive any of the federal funds awarded to you, you must establish acceptance of this grant award. By accepting this award, you are acknowledging and accepting the terms and conditions of your award, as well as the task requirements outlined in the FY 2020 Local Emergency Management Performance Grant Guide and due dates outlined in the EMPG Application Timeline located on-line at <https://tdem.texas.gov/emergency-management-performance-grant/>. This grant award must be signed and dated below by your jurisdiction's "Authorized Official" indicated on the "Designation of EMPG Grant Officials" form (TDEM 17B) and returned within 45 days from date received to [TDEM.EMPG@tdem.texas.gov](mailto:TDEM.EMPG@tdem.texas.gov). Failure to return documentation to TDEM within 45 days may result in reallocation of funds.

The 2020 Terms and Conditions are enclosed for your review. Once reviewed, please initial and submit to [TDEM.EMPG@tdem.texas.gov](mailto:TDEM.EMPG@tdem.texas.gov) with this signed EMPG grant award letter.

If you have any questions, please contact the EMPG Unit Chief Lisa Resendez at [Lisa.Resendez@tdem.texas.gov](mailto:Lisa.Resendez@tdem.texas.gov) or 512-424-7511/512-574-1473 or your District Coordinator.

Respectfully-

W.Nim Kidd MPA, CPA  
Chief-Texas Division of Emergency Management  
Vice Chancellor for Disaster and Emergency  
Services  
Texas A&M University System

Authorized Official Signature:

Date:

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P.O. Box 15467 Austin, Texas 78761  
24 Hours: 512-424-2208, Fax 512-424-2444



## **Terms and Conditions 2020 Emergency Management Performance Grant (EMPG)**

### **Purpose**

The FY 2020 priority for this program is to advance "Whole Community" security and emergency management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management programs

### **Grant Conditions**

Identify the source of funding under which this award is funded and reference the government code. The federal grant terms and conditions are located at: [https://www.fema.gov/media-library-data/1581717192496-3736b5626f11012c3750de5efb6a4d37/FY\\_2020\\_EMPG\\_NOFO\\_FINAL\\_508SA2.pdf](https://www.fema.gov/media-library-data/1581717192496-3736b5626f11012c3750de5efb6a4d37/FY_2020_EMPG_NOFO_FINAL_508SA2.pdf)

### **Grant Acceptance**

Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Texas Division of Emergency Management (TDEM) in accordance with the instructions provided in the transmittal letter.

### **Task Requirements**

The approved FY 2020 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of Subrecipients:

- a. Implement (NIMS) at the local level.
- b. Incorporate pertinent information concerning National Response Framework into the local or inter-jurisdictional emergency management plan and its annexes.
- c. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.

*2020 EMPG Terms and Conditions*

*Initial Here \_\_\_\_\_*

- d. During the performance period of this grant, Subrecipient must maintain an emergency management, as prescribed by the TDEM. This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient's will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.
- e. Sub-recipient's must maintain an updated inventory of equipment purchased through this grant program in accordance 2 C.F.R. 200 Requirements, Reports, Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS).
- f. The Subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."* Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

#### **Grant Funding**

The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should report eligible expenses in quarterly financial reports. Any excess match reported, will be used for TDEM match purposes and becomes 100% federalized, therefore cannot be used for any other grant match purposes within your jurisdiction.

#### **Financial and Administrative Requirements**

In Accordance with 2 C.F.R. Part 200 Subpart F—Audit Requirements, Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the Office of Justice Programs (OJP) Financial Guide.

- a. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with 2 CFR Part 200 as it applies to awards of Federal financial assistance to all "non-federal entities"
- b. Subrecipient will comply with the organizational audit requirements of super circular 2A CFR 200 Audits of States, Local Governments, and Non-Profit Organizations.
- c. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities; the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.
- d. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and

2020 EMPG Terms and Conditions

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Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).

- e. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.

Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.

- f. Single Audit Act Requirements: For sub-recipients expending \$750,000 or more in federal annually, the Applicant will cause to be performed the required financials and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

### Reporting Requirements

Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements can be found in the *2020 Local Emergency Management Performance Grant (EMPG) Guide*. Sub-recipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *2020 Local Emergency Management Performance Grant (EMPG) Guide* can be downloaded from the TDEM website at: <https://tdem.texas.gov/emergency-management-performance-grant/>. Sub recipient must prepare and submit Semi-Annual Progress Reports to TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance-reporting period is October 1 to March 31 (progress report due April 15) and the second reporting period is April 1 to September 30 (progress report due October 15). Subrecipient may also be required to submit additional information and data as requested by TDEM.

### Review of Work and Expenditures

TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement are requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests. **All financial expenditures submitted for match purposes will be verified. Any financial excess match submitted to TDEM for the EMPG grant program cannot be used to match any other grant funded program and is considered 100% federalized for TDEM excess match purposes**

## **Lobbying**

As required by Section 1352, Title 31 of the U.S. Code, for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

## **Debarment, Suspension, and other Responsibility Matters**

As required by Executive Order 12549, and 12689 and 2 C.F.R 200.213 and codified in the 2 C.F. R. Part 180, Debarment and Suspension, the applicant will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The applicant certifies that it and its principles, sub grantees, recipients or sub recipients:

The Subrecipient certifies that it and its principals and vendors:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Subrecipients can access debarment information by going to [www.epls.gov](http://www.epls.gov).

- b) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- e) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

#### **Monitoring**

- a. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.
- b. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.

TDEM may perform periodic reviews or sampling of Subrecipient performance of eligible activities and approved projects. These reviews/sampling may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual.

Subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

- c. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

- d. The Subrecipient official certifies federal funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- e. All financial expenditures and excess match will be verified and validated by TDEM and will become federalized funds and utilized by the Texas Division of Emergency Management as match. Once these funds are utilized by the TDEM EMPG grant program, your agency can no longer utilize them within for any other federal grant match for the term of the grant performance year.

### **Reimbursement for Expenses**

Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2020 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, and October 15, respectively.

1. Choice of Law: This agreement shall be construed and governed by Texas law.
  2. Changes to the Law: TDEM is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If TDEM and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, TDEM may terminate this agreement without penalty to, or any liability whatsoever on the part of, TDEM, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.
  3. Written Modification: No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.
  4. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §\_14.
  5. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80<sup>th</sup> Legislature, Article IX, Part 17.
  6. TDEM may suspend or terminate sub-recipient funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or documentation. Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is
- 2020 EMPG Terms and Conditions Initial Here \_\_\_\_\_

accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. Special Conditions may be imposed on Subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.

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**CITY COUNCIL AGENDA**  
**October 6, 2020**

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**ITEM/SUBJECT:** Ordinance appropriating \$12,830.90 to the Special Revenue Fund for additional direct award grant revenue from the State of Texas for the Texas Department of Transportation Selective Traffic Enforcement Program ("Click It or Ticket") Wave Grant for Fiscal Year 2021 and authorizing the City Manager to accept said funds.

**INITIATING DEPT:** Police

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**STRATEGIC GOAL:** Efficiently Deliver City Services

**STRATEGIC OBJECTIVE:** Practice Effective Governance

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**COMMENTARY:** The City of Wichita Falls has been invited to participate in a direct award grant, also known as "Click It or Ticket", from the Texas Department of Transportation. The Wichita Falls Police Department was awarded a grant totaling \$12,830.90 with the City required to provide a 20.07% match of \$3,222.22, for a total program amount of \$16,053.12. The match will be comprised of in-kind contributions (salary related to grant administration, vehicle fuel cost and mileage and public information and education). The remaining \$12,830.90 is to be awarded during the Thanksgiving Day Holiday for the purpose of selective enforcement, which places primary emphasis on the non-use of occupant restraints (safety belts and child safety seats). The award amount is to reimburse the City of Wichita Falls for overtime payment to off-duty officers working selective traffic enforcement during the specified holiday period. The holiday period will span November 16, 2020 through November 29, 2020.

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

☒ **Police Chief**

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**ASSOCIATED INFORMATION:** Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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Ordinance No. \_\_\_\_\_

**Ordinance appropriating \$12,830.90 to the Special Revenue Fund for additional direct award grant revenue from the State of Texas for the Texas Department of Transportation Selective Traffic Enforcement Program ("Click It or Ticket") Wave Grant for Fiscal Year 2021 and authorizing the City Manager to accept said funds.**

WHEREAS, the City of Wichita Falls has been invited to participate in a direct award from the Texas Department of Transportation for the purpose of selective traffic enforcement; and,

WHEREAS, the City of Wichita Falls will provide a 20.07% match totaling \$3,222.22; and,

WHEREAS, the primary emphasis will be on the non-use of occupant restraints (safety belts and child safety seats) during the holiday periods; and,

WHEREAS, the holiday period will span November 16, 2020 through November 29, 2020.

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

There is appropriated \$12,830.90 in the Special Revenue Fund for the purpose of selective traffic enforcement as authorized in the grant from the Texas Department of Transportation, and the City Manager is authorized to execute all documents necessary to accept said funds on behalf of the City of Wichita Falls.

PASSED AND APPROVED this the 6<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

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**CITY COUNCIL AGENDA**  
**October 6, 2020**

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**ITEM/SUBJECT:** Ordinance appropriating \$26,661.00 of grant funds pursuant to the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Grant Award #2020-DJ-BX-0939, appropriating said funds to the Special Revenue Fund, and authorizing the City Manager to execute all documents necessary to accept and share said funds.

**INITIATING DEPT:** Police

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**STRATEGIC GOAL:** Efficiently Deliver City Services

**STRATEGIC OBJECTIVE:** Practice Effective Governance

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**COMMENTARY:** The City Council on August 4, 2020 authorized the City Manager to apply for the FY 2020 Edward Byrne Memorial Justice Assistance Grant in the amount of \$26,661.00. The City was recently awarded these non-matching grant funds. These funds will be shared by the Wichita Falls Police Department (\$14,663.55) and the Wichita County Sheriff's Office (\$11,997.45). The Police Department intends to use these funds to assist in the purchase of body cameras for the Traffic Section, academy training equipment for the Training Section, and a desktop computer for the Records Section.

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

☒ **Police Chief**

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**ASSOCIATED INFORMATION:** Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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Ordinance No. \_\_\_\_\_

**Ordinance appropriating \$26,661.00 of grant funds pursuant to the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Grant Award #2020-DJ-BX-0939, appropriating said funds to the Special Revenue Fund, and authorizing the City Manager to execute all documents necessary to accept and share said funds**

WHEREAS, the City of Wichita Falls has been awarded a non-matching grant for \$26,661.00 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and,

WHEREAS, these funds will be shared by the Wichita Falls Police Department (\$14,663.55) and the Wichita County Sheriff's Office (\$11,997.45), co-applicant for such grant; and,

WHEREAS, these funds are to be used to purchase body cameras for the Traffic Section, academy training equipment for the Training Section, and a desktop computer for the Records Section.

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

The City of Wichita Falls hereby accepts the sum of \$26,661.00 as awarded by the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, and said funds are appropriated to the Special Revenue Fund to account for expenditures of the program, Grant Award #2020- DJ-BX-0939.

The City Manager is authorized to execute all documents necessary to accept and share the aforementioned grant funds, including, but not limited to, agreements with granting agencies and with Wichita County.

PASSED AND APPROVED this the 6<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

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**CITY COUNCIL AGENDA  
OCTOBER 6, 2020**

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**ITEM/SUBJECT:** Resolution authorizing the purchase of three (3) Automated Side Loaders through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Truck Sales, Inc. in the amount of \$479,409.00 and through the BuyBoard Purchasing Cooperative from Texan Waste Equipment, Inc. dba Heil of Texas in the amount of \$509,700.

**INITIATING DEPT:** Public Works

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**STRATEGIC GOAL:** Efficiently Delivery City Services

**STRATEGIC OBJECTIVE:** N/A

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**COMMENTARY:** The Sanitation Division annually replaces three Automated Side Loaders (ASL) based on the age of the vehicle, mileage, and maintenance expenses. The ASLs are used for curbside solid waste collection. Each ASL is comprised of a Mack LR64 cab and chassis from Bruckner Truck Sales, Inc. and a Heil 28-yard DuraPack Python Automated Side Loader body from Heil of Texas for the unit cost of \$329,703.00.

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

Staff has budgeted \$978,522 for the purchase of these trucks. However, due to the time lapse from when staff received the quote for the trucks in March and the purchase request, the costs increased slightly. Staff has made up this difference by savings on the front end loader and alley side loader. Staff, therefore, recommends the purchase of three (3) turnkey automated side loaders through the BuyBoard and H-GAC Purchasing Cooperatives in the amount of \$989,109.00.

☒ **Purchasing**

☒ **Director of Public Works**

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**ASSOCIATED INFORMATION:** Resolution, Quote

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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Resolution No. \_\_\_\_\_

**Resolution authorizing the purchase of three (3) Automated Side Loaders through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative from Bruckner Sales, Inc. in the amount of \$479,409.00 and through the BuyBoard Purchasing Cooperative from Texan Waste Equipment, Inc. dba Heil of Texas in the amount of \$509,700.00**

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

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

WHEREAS, the City Council finds that Bruckner Truck Sales, Inc. is offering three (3) turnkey Automated Side Loaders through the BuyBoard and H-GAC Purchasing Cooperatives comprised of the Mack LR64 cab and chassis from Bruckner Truck Sales, Inc. and the Heil DuraPack Python Automated Side Loader bodies from Heil of Texas, and it is in the best interest to purchase equipment in accordance with the Cooperative Purchasing Programs.

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

City Staff is authorized to execute all documents necessary to purchase three (3) Automated Side Loaders through the BuyBoard and H-GAC Purchasing Cooperatives from Bruckner Truck Sales, Inc. and Texan Waste Equipment, Inc. in the amount of \$989,109.00.

PASSED AND APPROVED this the 6th day of October, 2020.

\_\_\_\_\_  
MAYOR


ATTEST:

\_\_\_\_\_  
City Clerk

REPLACING:

DEPARTMENT	UNIT	YEAR	MAKE	MODEL	MILEAGE
SANITATION	1161	2005	Mack	MR688S	125,566
SANITATION	1176	2014	Mack	LEU613	66,647
SANITATION	1177	2015	Mack	LEU613	63,925



		<b>CONTRACT PRICING WORKSHEET</b> For Standard Equipment Purchases		Contract No.:	HT06-20	Date Prepared:	9/8/2020
<i>This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.</i>							
Buying Agency:	City of Wichita Falls			Contractor:	Grande Truck Center		
Contact Person:				Prepared By:	Bob Davie		
Phone:				Phone:	512-632-6622		
Fax:				Fax:	210-666-7216		
Email:				Email:	bdavie@grandetruck.com		
Product Code:	117	Description:	Mack LR64R				
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>							49900
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.</b> (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
RDS 4500 6 speed		29500	Frame liner		3200		
Allison Vocational package		3550	80 gallon fuel tank		1900		
Diff Lock		4200	LHRH motorized mirrors		1950		
MP7 355 HP		8200	315/80R22.5 Front Tires		1800		
Diffuser		3250	Skid Plate		2750		
RH&LH Sitdown		9800	Antisway Springs		1950		
Allison Neutral Control		4200	315/80R22.5Rear Tires		4250		
Flaming River Disconnect		3150					
20K Taperleaf Springs		7200	Maintenance Monitor		2745		
Synthetic Lube Allison Transmission		2450	22.5 X 9 Front wheels		1750		
210 Wheelbase		4750	Subtotal From Additional Sheet(s):				
46K Mack Axle		7200	Subtotal B:		109745		
<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.</b> (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
			Subtotal C:		0		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		0%	
<b>D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)</b>							
Description		Cost	Description		Cost		
Discount For Good Customer		-1342					
			Subtotal D:		-1342		
<b>E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)</b>							158303
Quantity Ordered:	1	X Subtotal of A + B + C + D:	158303	=	Subtotal E:	158303	
						Subtotal F:	1500
<b>G. Trade-Ins / Other Allowances / Special Discounts</b>							
Description		Cost	Description		Cost		
			Subtotal G:		0		
Delivery Date:			<b>H. Total Purchase Price (E+F+G):</b>			159803	

# Heil of Texas

1440 South loop 12 Irving, Texas, 75060  
 Phone: 972-438-6488 Fax: 972-438-5564  
 Email: [reiddonaldson@helloofexas.com](mailto:reiddonaldson@helloofexas.com)



## Quotation

Quote #: Q-021220DP P  
 Date: 8/03/20  
 Expires On: 12/31/2020



Ship To: Josh Phillips- Bruckner Mack

City of Wichita Falls  
 2100 Seymour Hwy.  
 Wichita Falls, Texas 76301

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Reid Donaldson	x	<a href="mailto:reiddonaldson@helloofexas.com">reiddonaldson@helloofexas.com</a>	HOT	Upon Delivery

BUYBOARD CONTRACT: #599-19 – SERIES

QTY	PART #	PRODUCT NAME	DESCRIPTION
		Heil ASL	Heil DuraPack Python 28 yd. Full Eject Automated Side Loader
		Mount	Full Factory Mount @ Heil Plant Ft. Payne, AL
		PTO/ Pump	O.I.G.A.I.- Operate in Gear @ Idle / Front Mount Vane Pump
		Cart Grabbers	60/90 Belt Grabbers for 60-90 gal. carts
		Lighting	Hopper / Lift work Light Kit---in cab switch
		Safety Lighting	Petersen "Smart" LED Strobes w/ LED body Light Kit
		Controls -Lift	Remote Lift Controls – mounted under seat on passenger side
		Manual Cover	Manual Hopper Cover – Standard Expanded metal
		Wear Bar	Severe Duty Packer Wear Bar Kit- Hopper only
		Mud Flaps	Mud flaps ahead and behind tandem rear wheels
		Hopper Floor Liner	Hopper Floor Liner (3/16" 150,000 PSI)
		Camera System	(4) Camera System/ 9"LCD Monitor w/ DVR, Rear, Arm, and Hopper cams
		Auto Lube System	Graco Auto Lube System- 3-axle chassis and DP Python body, tailgate & arm
		Fire Suppression	Fogmaker Fire Suppression System
		Top Cover	Cover Guard for hydraulic/ camera cable – rear of body
		Hopper Sump Chutes	Hopper Sump Chutes on each side
		Freight	Freight/ Delivery from Heil Plant to Wichita Falls, Tx.
		BuyBoard	BUYBOARD fee for contract 599-19
		Fender Extension Kit	Fender Extension Kit
		Infinity Cylinders	Infinity Series Packer/Eject Cylinders with scrapers and hardened rods to 50 HRC - Includes Five (5) Year Packer/Eject Cylinder Only Warranty that covers dents and dings.
		Cart Counter	Lift Cycle Counter with standard in sight display
			<b>Base Price: \$169,900 ea ; 3 units Total \$509,700</b>

## TERMS AND CONDITIONS

### 1. General

No terms or conditions of Buyer's purchase order which is different from or in additions to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS until officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations of agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent.

### 2. Price and Payment

a) Price quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.  
b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS, in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.  
c) TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Texas.

### 3. Delivery

a) If within 5 days after receipt of the goods, Buyer fails to notify the Seller in writing of any non-conforming goods, Buyer shall be deemed to have accepted the goods delivered.  
b) Deliveries dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and other data required to be furnished by the Buyer.  
c) If shipment or delivery is delayed because of an act or omission of the Buyer, payment shall be due upon notification by Seller that goods are ready for shipment. Buyer shall pay any additional charges including, but not limited to, cost of storage, handling, and insurance.

### 4. WARRANTY AND LIMITATIONS OF LIABILITY

ANY EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATIONS IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

### 5. Delays

Sellers shall not be liable for the failure or delay in performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, Insurrections or riots, fires, floods, accidents, acts, order or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

### 6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

### 7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, cost of goods and profit.

### 8. Miscellaneous

This agreement shall be binding upon the successors and assigns of the parties. If any provision herein is found to be invalid as a matter of law or by public policy, it shall be considered severed from the remainder of the provisions which shall remain in full force and effect. This agreement shall be governed by the law of the State of Texas.

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

X

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Approval to Process Order Date

Thank you for the opportunity to earn your business!

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**CITY COUNCIL AGENDA**  
**October 6, 2020**

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**ITEM/SUBJECT:** Resolution authorizing the City Manager to execute a contract with Work Services Corporation for services provided by vocationally handicapped persons, in a total amount not to exceed \$118,963.

**INITIATING DEPT:** City Manager's Office

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**STRATEGIC GOAL:** Efficiently Deliver City Services

**STRATEGIC OBJECTIVE:** Practice Effective Governance

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**COMMENTARY:** Since 1981, the City of Wichita Falls has contracted with the Work Services Corporation for services provided by vocationally handicapped persons. The City benefits from this contract by receiving services at a relatively low labor rate, while Work Services benefits by providing jobs for several people with disabilities. Services provided by Work Services crews include activities such as power mowing, hand trimming, and picking up litter and debris. Janitorial services are also performed for the Street Maintenance Division. The City provides supervision of these services through the Parks and Streets Departments.

The current billing rate is \$17.13 per hour for those employees covered by the Affordable Care Act and \$11.30 per hour for those employees working less than 30 hours without health insurance. These billing rates include \$7.85 wage rate, FICA/Medicare tax requirements, 401K deposits, unemployment compensation, workers' compensation, and health insurance hourly costs, if applicable. The contract provides jobs for 6 disabled individuals. The maximum annual contract amount totals \$118,963.

This contractual arrangement has proven to be satisfactory to the City and is recommended for Council approval.

☒ Assistant City Manager

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**ASSOCIATED INFORMATION:** Resolution, Contract

☐ Budget Office Review

☒ City Attorney Review

☒ City Manager Approval

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Resolution No. \_\_\_\_\_

**Resolution authorizing the City Manager to execute a contract with Work Services Corporation for services provided by vocationally handicapped persons, in a total amount not to exceed \$118,963**

WHEREAS, the City Council of Wichita Falls desires to contract with the Work Services Corporation for services provided by vocationally handicapped persons during the 2020-21 fiscal year.

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 **Contract with Work Services Corporation** for services provided by vocationally handicapped persons for the 2020-21 fiscal year, in a total amount not to exceed \$118,963, with such changes as are approved by the City Attorney.

PASSED AND APPROVED this the 6th day of October, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

## **CONTRACT WITH WORK SERVICES CORPORATION**

This contract is made and entered into this the 5th day of October, 2020, by and between the City of Wichita Falls, Texas, hereinafter referred to as "City" and the Work Services Corporation, hereinafter referred to as "Contractor."

### **WITNESSETH:**

For and in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. **Scope of Services.** The Contractor agrees to provide the City with employees to include persons with disabilities to conduct the following duties:

- a. Cleaning and sweeping curbs and gutters
- b. Picking up litter and debris
- c. Power hand mowing
- d. Power hand trimming
- e. Clearing and cleaning storm drains
- f. Removing growth from concrete and other surfaces
- g. Cutting brush and shrubs
- h. Other general cleaning and maintenance of property using hand tools

The program of work for the employees will be as follows:

- a. Under the supervision of the Streets Department, one (1) employee will be utilized for janitorial services twenty (20) hours per week, excluding Holidays.
- b. Under the supervision of the Parks Department, three (3) employee will be utilized twenty-four (24) hours per week, and two (2) employees will be utilized forty (40) hours per week, excluding Holidays and rain days. Should the Parks Maintenance Superintendent determine that fewer or additional employees are needed during a work week, he shall notify the Contractor of such no less than forty-eight (48) hours in advance.

2. **Term of Contract.** The term of this agreement shall be for the one-year period beginning October 1, 2020 and ending September 30, 2021, subject to satisfactory performance by the Contractor as outlined herein.

3. **Compensation.** For the period beginning October 1, 2020 and ending September 30, 2021, the City shall reimburse the Contractor for costs of services provided by Contractor's employees who are covered by the Affordable Care Act at a rate of **\$17.13** per hour, and at **\$11.30** per hour for its employees not covered by the Affordable Care Act. All reimbursements of direct labor will be documented by the Contractor according to standard accounting practices and billed on a monthly basis. The hourly rate shall be adjusted, if necessary, to comply with any federal increases in the minimum wage rate. However, total annual payment to the Contractor shall not exceed **\$118,963**, unless mutually agreeable to both parties. The Contractor will be responsible for any paid holidays, sick leave or vacation days.

4. **Supervision.** The City shall provide supervision for all contract work.

5. **Training.** The training for all employees will be provided by the City.

6. **Equipment.** The City shall provide a vehicle for the transportation of workers to the job site. The vehicle shall be stored, maintained and fueled at the expense of the City. The City shall supply any additional vehicles, tools or materials needed to carry out this agreement. However, the City may accept any donations of tools and other materials that may be authorized by other agencies designed for the use of persons with disabilities.

7. **Work Assignments.** The Contractor shall be responsible for completing work assignments thoroughly and satisfactorily, with the acceptability of the work performed to be determined by the City. At the City's option, cost effectiveness analyses of the Contractor's services performed hereunder may be conducted. Such cost effectiveness analyses shall be the result of joint efforts between the City and the Contractor, with the City determining the time frame in which the analyses shall be accomplished.

8. **Work Site.** The Street Department employee shall report to work at 10:00 a.m. at 200 Van Buren. Parks Department employees shall report to work at 7:00 a.m. at the Park Maintenance Shop area located at 3315 Ninth Street. Starting times may be adjusted upon mutual agreement of both parties.

9. **Insurance.** It is expressly intended and understood that the Contractor shall operate hereunder as an independent contractor as to all rights and privileges herein contained, and nothing herein shall be construed as creating a partnership or joint enterprise between the Contractor and the City. The Contractor further covenants and agrees to indemnify, hold harmless and defend the City and its respective agents, servants and employees from and against any and all claims for damages or injuries to persons or property to whatsoever kind of character, whether real or asserted, arising out of or incident to the Contractor's operations arising under or incident to the provisions of this contract. Furthermore, the Contractor hereby assumes as between the parties to this contract all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, occurring during the term of this agreement arising out of or by reason of the Contractor's operations arising under or otherwise incident to the provisions of this contract. The Contractor shall provide, at its own expense, the following insurance coverage:

- a. Worker's compensation insurance for all employees.
- b. Comprehensive general liability insurance with bodily injury limits of \$250,000 per person or \$500,000 per occurrence and property damage limits of \$100,000 per occurrence.
- c. Excess umbrella liability insurance in the amount of \$1,000,000.

The policies of insurance stated in Section 9. b. and 9. c. shall state that the City is additionally insured and that no term of policy will be altered, nor will the policy be canceled without thirty (30) days written notice to the City. A certificate of insurance shall be filed with the City on each policy of insurance stated in Section 9. b. and 9. c.

**10. Termination of The Contract.** This agreement shall continue in full force and effect until the expiration of the term set forth above. If either party fails to fulfill their obligations under this contract in a timely and proper manner, the other party shall have the right to terminate this contract for cause. Written notice stating the grounds for termination will be given the other party, not less than thirty (30) days prior to the effective date of such termination.

If either party to the contract should desire to terminate the contract prior to the date of expiration, they may do so by giving written notice to the other party not less than sixty (60) days prior to the intended termination date.

The Contractor shall be entitled to receive just and equitable compensation from the City for any satisfactory work completed prior to the termination. The Contractor will refund any unearned funds advanced by or received from the City. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contractor. The City may withhold any payments due the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

**11. Changes.** The City may, from time to time, request changes in the Scope of Services of the Contractor as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to the contract.

**12. Venue.** This contract is to be performed in Wichita County, Texas, which shall be the exclusive venue for any legal proceedings related to this agreement.

This agreement made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF WICHITA FALLS, TEXAS**

BY: \_\_\_\_\_  
Darron Leiker, City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**WORK SERVICES CORPORATION**

BY: \_\_\_\_\_

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## CITY COUNCIL AGENDA October 6, 2020

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**ITEM/SUBJECT:** Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC) Budget for Fiscal Year 2020-21.

**INITIATING DEPT:** City Manager's Office

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**STRATEGIC GOAL:** Accelerate Economic Growth

**STRATEGIC OBJECTIVE:** Support Implementation of the Economic Development Plan

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**COMMENTARY:** TEXAS LOCAL GOVERNMENT CODE § 501.073(a) provides "The corporation's authorizing unit (i.e. City Council) will approve all programs and expenditures of a corporation and annually review any financial statements of the corporation." The Wichita Falls Economic Development Corporation (WFEDC) Board met on September 17, 2020 and approved the attached FY 2020-21 WFEDC Budget.

The last column on the right of the attached budget includes estimated revenues, ongoing program expenditures, and project expenditures for the 2020-21 fiscal year which begins on October 1, 2020 and ends on September 30, 2021. In summary, the estimated budget for FY 2021 includes:

- Conservatively projected sales tax revenue of ~\$3.9M (~6% reduction from current year). While this may change, it is consistent with that of the adopted City budget.
- Annual contracts with the Chamber of Commerce (\$1,062,148), Sheppard Military Affairs Committee (SMAC, \$150,000), and Downtown Wichita Falls, Inc (DFWF, \$110,000)
- Debt service: \$140,000 for the WF Regional Airport Terminal.
- Unreserved cash available for new projects: ~\$2.6M.

A detailed explanation of the FY 2021 Proposed Budget includes:

**Revenues:**

- **Sales Tax** revenues for FY 2021 represents a 6% decrease from the previous year. That estimate yields a figure of \$3,891,649 and is the amount budgeted for FY 2021.
- **Interest** – This revenue is interest earned on the idle cash that the City invests in local government investment pools. Those pools have seen a decrease in interest rates over the last year and are expected to generate approximately \$102,711.

**Expenditures:**

The expenditure budget includes annual programs and expenses. Unspent funds in the annual programs at the end of the fiscal year are unencumbered and become part of the Unreserved Fund Balance.

- **Ad Valorem taxes:** WFEDC is required to pay property taxes on the land and building known as the former ATCO Structures property that is currently owned by the corporation, as well as the land in the Business Park.
- **Professional Fees:** In addition to outside legal fees, this budget amount is used for appraisals, land surveys, etc. A total of \$30,000 has been budgeted for these purposes for several years.
- **CCI Contract and Economic Development Marketing:** (see attached request) These line items represent the wages, benefits, and administrative and program overhead paid to the Chamber of Commerce and Industry for economic development and related marketing efforts. As you'll recall, last year the Chamber requested the contract transition from "fiscal year" (Oct – Sep) to calendar year (Jan – Dec) to align better with the Chamber's operations. As such, the FY 2021 budget includes:
  - (1) \$260,370 which represents the 4<sup>th</sup> quarter calendar year 2020 (Oct – Dec) or 25% of the currently active annual contract, and
  - (2) \$824,903 which represents quarters 1, 2, and 3 of calendar year 2021 (Jan – Sep) or 75% of the approved contract for next calendar year.

In short, the FY 2021 budgeted amount of \$1,062,148 is the total of the last 3 calendar months of the existing contract (\$260,370) plus the first 9 months of next calendar year's contract (\$824,903).

- **Sheppard Military Affairs Committee:** (see attached request) This annual program is budgeted in FY 2021 at \$150,000 which is the same amount as in FY 2020.
- **Downtown Wichita Falls Development, Inc. (DTWF):** (see attached request) This annual program that includes the marketing of the downtown as well as available downtown properties is budgeted in FY 2021 at \$110,000 which is an increase from the FY 2020 amount of \$95,600. The requested increase by DTWF is to facilitate new software, increases in salary appropriations based on time dedicated to downtown marketing, and increased overhead.
- **Business Park Maintenance and Utilities:** This expense of \$105,696 includes the cost to the City to maintain the WFEDC-owned Business Park and for associated utilities.
- **Administrative Expenses:** This expense is to partially offset the City's General Fund expenses for the work of the City Attorney and his staff, Finance Department staff and Assistant City Manager in support of the WFEDC. City staff completes a significant amount of work each year to manage projects and provide administrative support for the operations of the Corporation and its Board. This expense is eligible under state law and helps to provide some relief to the General Fund, recognizing that a portion of

city staff work is dedicated to this board. The budgeted amount of \$60,000 which is unchanged from last year.

- **WF Regional Airport Facilities:** The WFEDC agreed to contribute \$140,000 annually to the debt service for construction of the new regional airport. This debt service will expire in 2033.
- **Choose Wichita Falls Campaign:** The Choose Wichita Falls Program, administered by the Chamber of Commerce, has been paired back significantly in recent years to \$5,000.

Staff recommends approval of the FY 2021 WFEDC budget as presented.

☒ **Assistant City Manager**

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**ASSOCIATED INFORMATION:** Resolution, FY 2019-20 4A WFEDC Budget

☐ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

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**Wichita Falls Chamber of Commerce  
Economic Development Budget Proposal  
FY 2020-21**

	2020	2020-21
<b>Operations (Salaries and benefits)</b>	\$759,523	\$791,080
VP of Business Attraction – David Leezer		
VP of Business Retention & Expansion – Travis Haggard		
Director, Talent Partnership/Military Liaison – Taylor Davis		
Director of Business Intelligence – Shay Jones		
Director, Downtown Business Recruitment – Vacant		
Marketing Director (75%) – Katie Britt		
President & CEO (50%) – Henry Florsheim		
Office Manager (50%) – Karen Bivona		
<b>Economic Development Activities</b>		
Lead Generation Activities	\$65,000	\$60,000 Business
Retention & Expansion	\$30,000	\$25,000
Advertising & Marketing	\$10,000	\$15,000
Talent Partnership	\$10,000	\$10,000
Business Intelligence	\$20,000	\$16,000
Military Programs	\$10,000	\$8,000
Strategic Implementation	\$16,500	\$21,000
Overhead	<u>\$135,900</u>	<u>\$149,750</u>
	\$297,400	\$304,750
<b>Choose Wichita Falls</b>	\$5,000	\$4,000
<b>Total:</b>	<b>\$1,061,923</b>	<b>\$1,099,830</b>

#### **Variances from 2019**

The overall budget proposal is \$37,907 higher from last year, an increase of 3.5%. The Operations budget is up \$31,557 over last year, a 4% increase. This is due to modest salary adjustments for staff and a projected increase in healthcare costs for these employees.

Budgets for all economic development activities are projected at either the same level or slightly lower than last year. Due to COVID-19, travel is expected to be impacted until at least the first quarter of 2021 if not until the middle of the year.

**Kay Yeager**  
Chairman

**Glenn Barham**  
President

**Danny Cremeens**  
Vice Chairman

**Linda Yeager**  
Secretary

**Randy Catlin**  
Treasurer

Tylor Chaplin  
Deborah Clark  
Daren Coats  
Darrell Coleman  
Phyllis Cowling  
Lawrence Cutrone  
Gordon Drake  
Senator Pat Fallon  
David Farabee  
Jerry Flemming  
Henry Florsheim  
Representative  
James Frank  
Bernard "Barney"  
Fudge  
Judge Woodrow  
"Woody" Gossom  
Stephen "Reno"  
Gustafson  
Ray Hanold  
Robert Johnson  
Michael Kuhrt  
Carl Law  
Darron Leiker  
Rik Lipscomb  
Dee Ann Martin  
Pat Norriss  
Stephen Santellana  
Ray Schulz  
Dr. Suzanne  
Shipley  
Jim Smith  
Ford Swanson, Jr.  
Rita Vokes  
Mark Yowell



## Sheppard Military Affairs Committee

September 17, 2020

Wichita Falls Economic  
Development Corporation  
P. O. Box 1431  
Wichita Falls, TX 76307

Dear Mr. Lane and Board Members,

The Sheppard Military Affairs Committee (SMAC) respectfully requests from the Wichita Falls Economic Development Corporation (WFEDC) a \$150,000.00 investment in our organization for the budget year 2021. This amount will be used for operations of the SMAC. Please note the requested amount is the same as 2020.

During these trying times, the 2020 support from the WFEDC allowed the SMAC to move forward in its continuing efforts to enhance the relationship between the community and Sheppard Air Force Base (Sheppard AFB). Your generosity allowed the SMAC to support the missions of the 82<sup>nd</sup> Training Wing (82<sup>nd</sup> TRW) and the 80<sup>th</sup> Flying Training Wing (80<sup>th</sup> FTW) at Sheppard. Although travel was curtailed and events cancelled, the SMAC has continued to visit with our Congressional delegation by phone to include virtual visits when possible. We will continue to engage with leaders at the national, state, and local levels.

Our work is on-going to ensure that the 80<sup>th</sup> FTW will continue to have unfettered, low-level Military Training Routes (MTR) so vital to the training needs of our North Atlantic Treaty Organization (NATO) partner nations as well as to the needs of our own pilots. Wind farm developers continue to encroach into the low-level MTRs jeopardizing the training missions at Sheppard and thus the Euro-NATO Joint Jet Pilot Training (ENJJPT) program. To that end, SMAC is actively working with state legislators to introduce new legislation at the upcoming 2021 legislative year.

At the local level, the SMAC has continued working hand-in-hand with city officials, Sheppard AFB, and the Texas Military Preparedness Commission (TMPC) in the work to enhance force protection at Sheppard AFB. Work continues on improving not only the protection but the appearance of the Main Gate entrance into Sheppard AFB. This project will hopefully be concluded later this month or in early October.

*To ensure your gift is fully tax deductible, the Sheppard Military Affairs Committee acknowledges that no goods or services were provided in exchange for your donation. Please retain this letter for your records. Tax ID number: 20-5940858*

**900 8<sup>th</sup> Street, Suite 617 – Wichita Falls, TX 76301 – (940) 2642176**

SMAC continues to engage with NATO, Department of Defense, and Air Force leadership. Continued involvement with leaders in those organizations help identify potential growth areas within ENJJPT and highlight the great relationship and training environment that exists within this region today.

As in the past, SMAC will continue to focus efforts to help airmen. On an annual basis, we assist the Airmen & Family Readiness Center in providing Thanksgiving turkeys to airmen and their families that struggle to make ends meet. In 2020, we will provide up to 300 turkeys for Thanksgiving. With your help, the SMAC will continue its efforts on behalf of the men and women at Sheppard Air Force Base.

Thank you for consideration of our request.

Sincerely,



Glenn Barham, President  
Sheppard Military Affairs Committee

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**900 8<sup>th</sup> Street, Suite 617 - Wichita Falls, TX 76301 - (940) 2642176**

SHEPPARD MILITARY AFFAIRS COMMITTEE PROJECTED 2021 BUDGET				
	REVENUES	Revised 2020	Projected 2021	Revised 2021
1	Wichita Falls Economic Development Corporation	\$150,000.00	\$150,000.00	
2	Wichita County	\$19,000.00	\$19,000.00	
3	Burkburnett Development Corporation	\$19,000.00	\$19,000.00	
4	Iowa Park Economic Development Corporation	\$12,250.00	\$12,250.00	
5	<b>TOTAL Public Funds</b>	<b>\$200,250.00</b>	<b>\$200,250.00</b>	
6				
7	Private Sector (Capital Campaign)	\$100,000.00	\$100,000.00	
8	<b>TOTAL REVENUE</b>	<b>\$300,250.00</b>	<b>\$300,250.00</b>	
9				
10				
11	<b>EXPENDITURES</b>			
12	Operating Funds			
13	Salaries	\$118,600.00	\$111,840.00	
14	Payroll Taxes	\$9,400.00	\$8,600.00	
15	Accounting	\$3,500.00	\$3,500.00	
16	Equipment Rental & Maintenance	\$2,500.00	\$2,500.00	
17	Insurance	\$3,146.00	\$4,000.00	
18	Miscellaneous Expenses	\$5,000.00	\$5,000.00	
19	Office Rent/Staff Support	\$7,200.00	\$7,500.00	
20	Postage & Shipping	\$1,500.00	\$1,500.00	
21	Supplies	\$1,000.00	\$1,000.00	
22	Telephone/Internet	\$2,000.00	\$2,500.00	
23	Travel	\$20,000.00	\$20,000.00	
24	Program Funds			
25	Awards & Gifts	\$2,000.00	\$2,000.00	
26	Conferences, Conventions and Meetings	\$6,500.00	\$6,500.00	
27	Dues, Memberships	\$1,000.00	\$1,000.00	
28	Sheppard Miscellaneous Support	\$8,000.00	\$8,000.00	
29	Special Events:			
30	ENJJPT Steering Committee (March Banquet)	\$11,028.54	\$30,000.00	
31	Special Activities	\$10,000.00	\$10,000.00	
32	Annual October Banquet*	\$51,350.00	\$65,000.00	
33	<b>TOTAL EXPENDITURES</b>	<b>\$263,724.54</b>	<b>\$290,440.00</b>	
34	* see attached notes for explanation			
35				
36				

**SHEPPARD MILITARY AFFAIRS COMMITTEE  
PROPOSED 2021 BUDGET NOTE**

NOTE: Please note the Annual October Banquet line item (line 32). SMAC has cancelled the Annual Banquet previously scheduled for October 22, 2020. However, we are working with the Mavericks to sponsor a cook for the Airmen In Training on Sheppard AFB. If this cook works out, this line item will increase significantly but will remain within the proposed 2020 budget. The significant difference in the Revised 2020 column versus the Projected 2021 column is a direct result of the cancellation of the banquet. We anticipate the proposed cook on Sheppard being approved.



August 12, 2020

To: Wichita Falls 4A Economic Development Board of Directors

Mr. Paul Menzies, Assistant City Manager of Wichita Falls

From: Jana Schmader, Executive Director Downtown Wichita Falls Development, Inc.

Dear Directors and Mr. Menzies:

Thank you, once again, for the opportunity to partner with the Corporation Board on furthering economic development in Downtown Wichita Falls. As you are aware, Downtown Wichita Falls Development, Inc. in the 2019-2020 year, completely revamped our economic development strategy, with a more focused, comprehensive and aggressive approach towards business recruitment, retention and expansion, liaison and advocacy efforts, and relationship management. While 2020 undoubtedly changed the environment in which we and the businesses we represent operate, it allowed us the opportunity to exclusively target our attention to the adopted city-wide strategy that encompasses the enticing of local and regional investors, as well as providing support services to the businesses in the district. In addition, it further forged partnerships between the Chamber of Commerce and Downtown Wichita Falls Development, by partnering on projects with both economic development staffs.

Throughout the 2019-2020 year, Downtown Wichita Falls Development successfully assisted over 40 businesses or investors. These services include, but are not limited to: property scouting and tours, facilitation of offers and closings, introduction to local lenders and equity investors, consultation on historic preservation solutions, assistance and creation of applications for incentives, scheduling and representation through City development meetings, marketing of available properties across multiple platforms, and ombudsman work to meet the needs of each individual business.

Below is a detailed request for the 2020-2021 year, which includes the continuation of the strategic initiatives commenced this past year, programming that adapts for the new virtual business environment, and expansions of client relationship management. Noted variances from prior proposals are the introduction of CRM software, increases in salary appropriations based on time and effort, and increased overhead costs.

While our core competencies in past years have been focused around marketing and events, our intentional and specific approach now directly centers around the continued advancement of residential and commercial growth in the district. Simply put, this is the new Downtown Wichita Falls Development.

We have always appreciated the support of the 4A Board and the City of Wichita Falls, and we look forward to sharing our vision with you in person.

Sincerely,

Jana Schmader, Executive Director

Enclosures





**2020-2021**

**Operations (Salaries, Payroll Liabilities, Benefits)**

**\$47,000**

Jana Schmader, Executive Director (50%)

- Key Duties:
  - Business Retention & Expansion
  - Solicitation, Courting, and Project Management of Developers
  - Incentive Consulting
  - Liaison to Property/Business Owners
  - Policy Creation

Jeanette Charos, Marketing Director (20%)

- Key Duties:
  - Website Management
  - Content Creation
  - Media/Graphic Design
  - Photography

**Economic Development Activities**

**\$63,000**

Website/Property Platform Maintenance

**\$6,000**

- Licensing & fees of property platform, hosting, Google mapping, iCloud/Google Drive storage, business directories, photography/videography, general maintenance

Targeted Search Engine Optimization/Marketing

**\$20,000**

- Digital & print marketing collateral specifically messaged for moving or expanding business into Downtown Wichita Falls, Search Engine Optimization, Virtual real estate

Customer Resource Management Software

**\$6,000**

- Economic developer software for reporting, project management, communication, and tracking of progress on initiatives

Technology/Software

**\$2,500**

- Adobe & CAD system software, iPad, data plan

Trainings & Memberships

**\$5,000**

- Seminars & courses related to Downtown development, memberships in all major development and BR&E organizations with member-specific benefits and resources

Travel Expenses

**\$4,000**

- Travel to Downtown Association conferences & roundtables, scouting trips to benchmark cities

Investor & Business Relations

**\$4,500**

- Meeting expenses

Overhead

**\$15,000**

- 30% of annual operating overhead

**Total:  
\$110,000**



August 10, 2020

4A Board - Wichita Falls Economic Development Corporation  
Mr. Leo Lane, Chair  
1300 Seventh Street  
Wichita Falls, TX 76307

Dear Mr. Lane:

I'm writing to express my admiration and appreciation for the work Jana Schmader and her staff are doing at Downtown Wichita Falls Development. As a former urban place management professional myself, I'm aware that the public facing aspects of the role, like event management and fundraising, are usually the most noticed. It's my opinion, however, that the most vital role of a downtown professional is deal facilitation. It has been my experience that Jana truly shines in this area.

From the first time I expressed interest in downtown Wichita Falls as a developer, Jana has been tenacious in keeping my attention focused. She has personally shown me properties, connected me with prospective tenants, and coordinated and attended a round of meetings with potential debt partners.

Although my current project at 927 Indiana remains in question, Jana's professionalism bodes well for future development downtown. With this development will come improved building infrastructure in the form of restaurant space, fire suppression systems, etc., paving the way for another century of commerce in the district.

With downtown revitalization in such capable hands, I trust the board will look favorably upon continued funding for Downtown Wichita Falls Development.

Very kind regards,

*Steve Dieterichs*  
Steve Dieterichs, Principal

1204 E Apache Trail, Granbury, Texas 76048  
(817) 894 3183  
steve@ardenturbandevelopment.com  
www.ardenturbandevelopment.com

August 10, 2020



To Whom It May Concern:

I am Kathryn Hager, co-owner of Ramble and Company. My husband Ryan and I have worked with Jana Schmader with Downtown Development over the last year on a few projects downtown. Recently, we purchased two buildings downtown in addition to the property we already have at 822 Indiana Ave. Jana was very helpful and eager to provide us with several contacts for historical preservation for our new 7th Street Property as we researched the history. In addition to connecting us with Post Oak, Jana also set up a pre-development meeting so we could understand more of what the project would entail.

Jana has helped point us in the right direction concerning other matters such as 4B grant applications and has acted as a reliable and resourceful middle person between us and the city when needed.

Ryan and I are trying to grow our business so any help we can get with assistance in terms of buildings, applications, and insight is greatly needed and appreciated.

Thank you,

Kathryn Hager

Co-owner, Ramble and Company

kathryn@rambleandcompany.com

Resolution No. \_\_\_\_\_

**Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation Budget for Fiscal Year 2020-2021**

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

WHEREAS, on September 17, 2020, the Wichita Falls Economic Development Corporation's Board of Directors approved the attached 2020-21 Budget;

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

The programs and expenditures described in the attached **Fiscal Year 2020-21 WFEDC Budget** of the Wichita Falls Economic Development Corporation (WFEDC) are hereby approved.

PASSED AND APPROVED this the 6th day of October, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

4A Corporation Budget & Financial Statement						
9/29/2020						
(587,658.00)	Prior					
	Remaining	FY 19	FY 19	FY 20	FY 20	FY 21
	Budget	Budget	Actual	Rev. Budget	YTD Actual	Budget
<b>Revenue</b>						
Sales Taxes		\$ 3,984,690	\$ 4,151,979	\$ 4,158,000	\$ 3,440,263	\$ 3,891,649
Other Rents (ATCO Lease)			-	-	-	-
Reimbursements (Amfuel, Carter, DEAAG, Chamber), (1)		1,500,000	1,547,063	1,500,000	2,280,024	200,000
Interest		180,000	366,217	210,000	173,506	102,711
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 5,664,690</b>	<b>\$ 6,065,258</b>	<b>\$ 5,868,000</b>	<b>\$ 5,893,793</b>	<b>\$ 4,194,360</b>
<b>Completed / Closed Projects</b>						
GuideIT Project		-	-	-	55,500	-
Stanley Building Improvement Project		100,000	89,279	100,000	49,405	-
ATCO Structures Operating Expenses		105,000	55,974	105,000	53,238	-
Stanley ATCO Marketing Plan		-	5,812	-	2,952	-
Market Street ED Plan		-	7,500	-	510	-
Vitro-Super Coater		-	-	-	-	-
Eagle Rail - Project III		-	-	-	150,000	-
Nexstar		-	-	-	32,000	-
Magic Aire		-	500,000	-	-	-
Eagle Rail - Project IV		600,000	600,000	-	-	-
Arconic RR Crossings		-	50,000	-	-	-
SAFB Gate Project (Phase II)		-	1,003,028	-	886,475	-
<b>Annual Programs</b>						
Ad Valorem Tax	\$ 32,360	\$ 80,600	\$ 99,162	\$ 100,000	\$ 97,160	\$ 100,000
Professional Fees	30,000	30,000	27,964	30,000	23,740	30,000
CCI-Contract (Quarter Year FY 21)	560,907	610,144	598,144	948,978	763,548	1,062,148
Economic Development Marketing	225,000	370,000	370,000	92,500	92,500	23,125
SMAC	315,000	151,175	151,175	150,000	112,500	150,000
Downtown WF Devlpmt, Inc.	100,000	100,000	100,000	95,650	95,650	110,000
Business Plan Contest (Lalani)	30,000	30,000	30,000	-	-	-
Business Park Maintenance	109,591	105,696	118,420	105,696	81,788	105,696
Water/Sewer Sanitation	8,000	5,500	4,366	5,500	6,031	5,500
Gas	-	-	-	-	-	-
Electricity	400	7,000	124	7,000	103	7,000
City Administrative Expense	50,000	50,000	50,000	60,000	60,000	60,000
WF Regional Airport Facilities (2033)	140,000	140,000	140,000	140,000	140,000	140,000
Choose Wichita Falls Program	200,000	5,000	5,000	5,000	3,750	5,000
Directors and Officers Insurance		5,000	12,322	5,000	4,749	5,000
ED Strategic Planning	10,000	-	-	-	-	-
Labor Market Study	30,000	-	-	-	-	-
Best Practices Site Visits	15,000	-	-	-	-	-
Travel Expenses	-	-	-	-	511	-
Depreciation Expense (2)	-	-	19,144	-	-	-
<b>Open Projects</b>						
Pratt & Whitney Technology	\$ 965,020	\$ -	\$ 49,785	\$ -	\$ -	
USA800	924,005	-	-	-	436,142	
MPEC/Hotel Parking Lot	497,500	-	-	-	-	
Owens Corning	1,615,000	-	1,220,000	-	325,000	
Braun Intertec Environmental Study	231,197	-	133,282	60,000	127,941	
Sharp Iron Recruitment	21,000	139,660	6,000	-	-	
Cryovac (UPS and Printer Labeling)	1,250,000	-	-	-	-	
Opportunities Strategies	20,000	20,000	16,822	-	2,997	
Tryer Processing	-	-	-	150,000	-	
Pamlico Air	-	-	-	2,278,200	1,506,000	
Chamber: Employee Recruitment Program	-	-	-	200,000	-	
DuPloy Trucking	-	-	-	1,334,000	-	
i.d.e.a Wichita Falls	-	-	-	50,000	-	
Panda Biotech	-	-	-	2,800,000	-	
<b>Total Expenditures</b>	<b>\$ 7,379,980</b>	<b>\$ 2,654,775</b>	<b>\$ 5,463,303</b>	<b>\$ 8,822,524</b>	<b>\$ 5,110,190</b>	<b>\$ 1,803,469</b>

4A Corporation Budget & Financial Statement						
9/29/2020						
(587,658.00)	Prior Remaining Budget	FY 19 Budget	FY 19 Actual	FY 20 Rev. Budget	FY 20 YTD Actual	FY 21 Budget
Revenues Less Expenses		\$ 3,009,915	\$ 601,955	\$ (2,954,524)	\$ 783,603	\$ 2,390,891
Beginning Cash Balance		\$ 12,336,736	\$ 12,336,736	\$ 12,938,691	\$ 12,938,691	\$ 9,984,167
Ending Cash Balance		\$ 15,346,651	\$ 12,938,691	\$ 9,984,167	\$ 13,722,294	\$ 12,375,058
Reserved For Encumbrances		\$ 10,371,087	\$ 8,080,035	\$ 8,080,035	\$ 10,053,982	\$ 9,824,333
Unreserved Fund Balance		\$ 4,975,564	\$ 4,858,656	\$ 1,904,132	\$ 3,668,311	\$ 2,550,724
(1) Includes prior year reimbursements						
(2) Economic Development Building Dep.						
Sales Tax and Interest anticipated in alignment with City Budget.						